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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – April 20, 2017 – 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 adopt the following Proclamations:

A. The Proclamation proclaiming May 1, 2017, to be “Law Day” in Escambia County, Florida, and expressing the Board's appreciation for all of the contributions made to the citizens of Escambia County and beyond;

B. The Proclamation commending and congratulating Della Turner Redmon for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida;

C. The Proclamation commending and congratulating Cheryle Elaine Carter Allen not only for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida, but also for her community involvement;

D. The Proclamation commending and congratulating Minervia Warren for the 43 years she has worked caring for God’s older children;

E. The Proclamation commending and congratulating Rosita Robsono-Watson for her 35 years as a teacher, guidance counselor, and mentor for the Escambia County School District;

F. The Proclamation proclaiming Thursday, May 4th, 2017, as “Trauma-Informed Care Day” in Escambia County, Florida, and honoring and commending the Lakeview Center for their partnership, dedication, and service to the community; and

G. The Proclamation *proclaiming the week of May 1 through May 7, 2017, as “FAMILY VALUES WEEK” in Escambia County, Florida, and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community.*

7. Written Communication:

A. March 22, 2017 - communication from David and Rhonda Parda, requesting a refund of $406.95, the interest portion of the total amount of principal and interest paid on the Municipal Services Benefit Unit Special Assessment Lien placed on the property they own located Lot 4, Block 3, Villa Primera, Pensacola Beach, Florida; and

B. March 25, 2017 - Communication from Tonya Bland, daughter of owner, Artis Stromas Sr., and Ella Robertson requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 2972 Michael Drive.

Recommendation: That the Board review and consider Lien relief request made by Tonya Bland against property located at 2972 Michael Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DID fall within the criteria that would allow the County Administrator to act on the Board's behalf to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III. H2.

Ms. Bland made a request for Lien relief and was denied per Board policy. A denial letter was sent to her on March 7, 2017.

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 to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 82, Article 1, Sections 82-1, 82-167, and 82-225, related to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

Recommendation: That the Board adopt an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 82, Article 1, Sections 82-1, 82-167 and 82-225, related to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

10. 5:32 p.m. Public Hearing to consider adopting an Ordinance amending Section 6-4(f) of the Escambia County Code of Ordinances, relating to alcoholic beverages in public areas on Pensacola Beach, to extend the sunset provision.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f), of the Escambia County Code of Ordinances, relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach, to extend the sunset provision.

11. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the April 13, 2017, C/W Workshop:

A. Direct staff to prepare a recommendation for the April 20, 2017, Regular Board of County Commissioners meeting, to (C/W #6):

(1) Implement the Summer Youth Employment Program;

(2) Authorize the Chairman, or County Administrator, to invite all other Constitutional Officers and other government entities to participate; and

(3) Modify the Free Summer Escambia County Area Transit Annual Summer Youth Pass Program to include participants in the Summer Youth Employment Program, regardless of age;

B. Direct staff to take the following action concerning the AV Digital Upgrade Project Proposal (C/W #14):

(1) Upgrade the audio/visual equipment to digital from analog in both the Board Chambers and Central Office Complex;

(2) Continue to stream all meetings held in both facilities; and

(3) Fund the upgrades through Local Option Sales Tax from projects that did not go forward or those directly identified for Information Technology and Community and Media Relations; and

C. Direct staff to move forward with the ECTV/WUWF Channel Merge for HD Proposal (C/W #15).

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the February 2017 Returns Received in March 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2017 returns received in the month of March 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2017; total collections for the month of February 2017 returns was $503,949.41; this is a 2.85% increase over the February 2016 returns; total collections year to date are 8.69% more than the comparable time frame in Fiscal Year 2016.

2. Recommendation Concerning Acceptance of a Document Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and TOWNES + architects, P.A.*, for PD 14-15.088, ADA Design of County Facilities and Parks, executed by the County Administrator August 18, 2016, and provided to the Clerk to the Board's Office by the Escambia County Office of Purchasing.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 6, 2017; and

B. Approve the Minutes of the Regular Board Meeting held April 6, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04.

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) map, changing the FLU category of four contiguous parcels; changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-002 totaling 14.78 (+/-) acres, located at 1800 St Mary Street, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-009 totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-002-001 totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, from Commercial (C) to Public (P); and changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-003-001 totaling 0.22 (+/-) acres, located at 1807 W Fairfield Drive, from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

This hearing serves as the second of two required public hearings before the Board of County Commissioners.

2. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on January 3, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 3, 2017:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2016-15 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2016-15**
Address:	2816 N Pace Boulevard, 3080 N Pace Boulevard, 1800 St. Mary Street, and 1807 W Fairfield Drive
Property Reference No.:	17-2S-30-5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001
Property Size:	1.43 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Sylvin Tisdale

3. 5:46 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 3, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

II. Action Items

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

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

   A. Appoint Jesse Casey effective April 20, 2017, through April 19, 2019;

   OR

   B. Appoint Walker Wilson effective April 20, 2017, through April 19, 2019;

   OR

   C. Appoint Chuck Kimball effective April 20, 2017, through April 19, 2019.

2. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Sundown Riverside Condominium Association, Inc. for construction of a seawall at 16470 Perdido Key Dr., Parcel I.D. # 06-4S-32-2010-000-100. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Donation of Personal Property to the Town of Century - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt and authorize the chairman to sign a Resolution Authorizing the conveyance of Personal Property to the Town of Century.

   The Town of Century has requested various pieces of office furniture and equipment, that are part of the County's surplus property inventory, for the purpose of replacing furniture and equipment that is damaged or broken down. Basic items requested include various desks, open file cabinets, and a laptop. A detailed list of the items is attached to the Resolution as Exhibit A.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 16, 2017- Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the March 16, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

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

   That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing seven items. The Request Forms have been signed by all applicable authorities.

4. Recommendation Concerning the Adoption of a Maintenance Map for Salters Lake Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for Salters Lake Road - approximately 3,490 feet in length (2,090 feet and 1,400 feet), being divided by a CSX Railroad Right-of-Way (100 foot right-of-way), lying east of North Century Boulevard, and being within Sections 7 and 8, Township 5 North, Range 30 West:

A. Adopt a Maintenance Map prepared by SurvTech Solutions, Inc., Project Number 20160144, for Salters Lake Road - approximately 3,490 feet in length (2,090 feet and 1,400 feet), being divided by a CSX Railroad Right-of-Way (100 foot right-of-way), lying east of North Century Boulevard, and being within Sections 7 and 8, Township 5 North, Range 30 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Maintenance Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice chairman to accept the Maintenance Map as of the day of delivery of the Maintenance Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Maintenance Map for recording at that time.

5. Recommendation Concerning the Conveyance of a Temporary Construction Easement and Portion of County-Owned Right-of-Way to the Florida Department of Transportation for the Signal and Intersection Improvements to State Road 10A (U.S. 90/Mobile Highway) at County Road (CR) 99 (Beulah Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Temporary Construction Easement to the State of Florida Department of Transportation (FDOT) and County Deed between Escambia County and FDOT, for their planned improvement project at the intersection of State Road (SR) 10A (U.S. 90/Mobile Highway) at County Road (CR) 99 (Beulah Road):

A. Adopt the Resolution authorizing the temporary use by FDOT of certain lands now owned by Escambia County for FDOT's planned improvement project to construct or improve SR 10A (U.S. 90/Mobile Highway), Financial Project No. 4367241, in Escambia County, Florida;

B. Approve the Temporary Easement by and between Escambia County and FDOT;

C. Adopt the Resolution for the conveyance of a portion of County-owned right-of-way to FDOT (approximately 814 square feet) for their planned improvement project for the portion of SR 10A (U.S. 90/Mobile Highway) at CR 99 (Beulah Road);

D. Approve the County Deed authorizing the conveyance of land to FDOT; and

E. Authorize the Chairman or Vice Chairman to execute the Easement, Resolutions, Deed, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

All costs associated with accepting and recording of documents will be borne by FDOT.

6. Recommendation Concerning the Transmittal of the Alternative Corridor Evaluation Report to the Florida Department of Transportation for the Beulah Expressway (U.S. 29 Connector) Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County Administrator, or designee, to transmit the Alternative Corridor Evaluation (ACE) Report to the Florida Department of Transportation (FDOT) for the Beulah Expressway (U.S.29 Connector) Project.

[Funding source: Funds have been encumbered in a Purchase Order to Atkins Global, Inc., in Fund 352 - Local Option Sales Tax III - for the ACE Study; no additional funds are needed for this action]

7. Recommendation Concerning the Scheduling of a Public Hearing to Adopt an Ordinance Amending Chapter 30 of the Code of Ordinances to Establish Guidelines for Complying with Escambia County's Habitat Conservation Plan for Perdido Key - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the scheduling of a Public Hearing for May 4, 2017, at 5:32 p.m., to adopt an ordinance amending Chapter 30 of the Code of Ordinances to establish guidelines for complying with Escambia County's Habitat Conservation Plan for Perdido Key.

8. Recommendation Concerning the Proposed Annexation of Airport Area Properties - Jack R. Brown, County Administrator

That the Board accept for filing with the Board's Minutes the Urban Services Report for the Annexation of Airport Owned and Adjacent Properties, regarding the proposed annexation of properties in the area of the Pensacola International Airport, provided by Eric W. Olson, City Administrator, in accordance with Chapter 171 of the Florida Statutes.

9. Recommendation Concerning the Donation of a 2004 Chrysler Mini Van, Asset Number 53114, to the Pensacola Humane Society - Jack R. Brown, County Administrator

That the Board take the following action concerning the donation of a 2004 Chrysler Mini Van, Asset Number 53114 to the Pensacola Humane Society:

A. Adopt the Resolution Authorizing the Conveyance of Personal Property to the Humane Society of Pensacola, Florida, Inc.; and

B. Authorize the Chairman to sign the Resolution.

10. Recommendation Concerning the Donation of Two Office Cubicles to the Community Action Program Committee, Inc. - Jack R. Brown, County Administrator

That the Board take the following action concerning the donation of two office cubicles to the Community Action Program Committee, Inc.:

A. Adopt the Resolution authorizing the Conveyance of Personal Property to the Community Action Program Committee, Inc.; and

B. Authorize the Chairman to sign the Resolution.

II. Budget/Finance Consent Agenda

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

That the Board ratify the following April 20, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Willie G. Gray, Jr., owner of residential property located at 3812 West Cervantes Street, Brownsville Redevelopment District, each in the amount of $5,333 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Kimberly K. Kaminski, owner of residential property located at 121 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,050 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Scott B. Keller, owner of residential property located at 317 South Valencia Street, Warrington Redevelopment District, each in the amount of $5,117 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 Vickie Jenkins, owner of residential property located at 737 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,390 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Curtis and Elizabeth A. Hughley, owners of residential property located at 303 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,608 representing an in-kind match through the Barrancas Tax

Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

6. The Agreements between Escambia County CRA and Douglas K. and Cheryl A. Gibson, owners of residential property located at 835 Polk Avenue, Warrington Redevelopment District, each in the amount of $4,496 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new windows;

7. The Agreements between Escambia County CRA and Brittie Powers, owners of residential property located at 106 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,950 representing an in-kind match through the BarrancasTax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for electrical rewiring;

8. The Agreements between Escambia County CRA and Kim C. Horn, owner of residential property located at 221 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,040 representing an in-kind match through the Warrington Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

9. The Agreements between Escambia County CRA and Leon C., Jr. and Deborah E. Mills, owners of residential property located at 205 North Pinewood Lane, Warrington Redevelopment District, each in the amount of $5,125 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

10. The Agreements between Escambia County CRA and Gregg E. Torres, owners of residential property located at 503 Mandalay Drive, Barrancas Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to replace roof and electrical rewiring; and

11. The Agreements between Escambia County CRA and Timothy H. Gibson, owner of residential property located at 123 Southeast Kalash Road, 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; and

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

2. Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following April 20, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3015 Mobile Highway, Unit C:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and VQK Management, owner of commercial property located at 3015 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $1,635, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2011 Community Development Block Grant (CDBG), Fund 129, Cost Center 370216 and NED 2013 CDBG, Fund 129, Cost Center 370218, Object Code 58301, to install new sign; and

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

3. Recommendation Concerning the Agreement for SHIP Housing Counseling Services - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for State Housing Initiatives Partnership (SHIP) Housing Counseling Services:

A. Approve the Agreement for SHIP Program Housing Counseling Services with Community Enterprise Investments, Inc. (CEII), in the amount of $44,018, for homebuyer classes and financial and credit counseling services; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related forms as required to implement the Agreement.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

4. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Michael E. Rhodes, Parks and Recreation Director

That the Board approve the reallocation of funds from the Capital Improvement Program from the following projects to fund other priority projects, totaling $640,000, as follows:

FROM:

Description	District	Amount
Park Development	All	$490,000
Playgrounds	All	$150,000

TO:

Description	District	Amount	Description of Project
Brosnaham Athletic Park	5	$200,000	Transferring funds to correct negative balance in this project, i.e. to cover repairs, maintenance, operating costs, etc. through the end of this fiscal year.
Extension Services - Stefani Road	5	$125,000	Installation of walking track to enhance outdoor amenities at this location.
Brownsville Community Center	2	$150,000	Installation of playground equipment and outdoor amenities at this location.
Beulah Regional Park	1	$125,000	Installation of restroom facility to enhance existing amenities at this location.
Carver Park	5	$30,000	Transferring funds to correct negative balance in project.
Park Trash Pickup	All	$10,000	Transferring funds to correct negative balance in project.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

5. Recommendation Concerning the Reallocation of Three Relief Positions to Three Full-time Line Battalion Chiefs Positions - Michael D. Weaver, Public Safety Department Director

That the Board authorize the reallocation of three part-time relief positions to three full-time Battalion Chiefs for the Escambia County Fire Rescue Division within the Public Safety Department.

[Funding Source: Fund:143, Fire Protection Fund, Cost Center 330206, Fire Department Paid]

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

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

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 18-15); and

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

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

7. Recommendation Concerning Budget Amendment #106 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #106, Community Redevelopment Agency (CRA) Fund (151), in the amount of $100,967, to provide funding for seven temporary CRA Workers to be used for various enhanced duties such as rights-of-way mowing and weed/litter control services in the Brownsville, Englewood, and Palafox Districts. The temporary CRA Workers are expected to start during the month of May 2017 and work through September 30, 2017.

8. Recommendation Concerning Supplemental Budget Amendment #114 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Other Grants and Projects Fund (110) in the amount of $7,008, to recognize the remaining balance of the BP Promotional Fund Grant for the marketing initiative to promote "Naturally EscaRosa" by expanding and updating the promotional banners, billboards, and the smartphone app, which puts the trail map and contact information at the fingertips of visitors.

9. Recommendation Concerning the Contract Extension for PD 14-15.040, for the Dredging of Lafitte Cove Canal - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contract PD 14-15.040 for the Dredging of Lafitte Cove Canal:

A. Approve the second 12-month Contract Extension, effective April 24, 2017, to Coastal Reef Builders, Inc.; and

B. Authorize the Chairman, or designee, to sign all related documents.

[Funding: Fund 175, "Transportation Trust Fund," Cost Center 211602, Object Code 54601, $65,000. The Santa Rosa Island Authority reimburses the County for the dredging activity]

10. Recommendation Concerning the U.S. Department of Interior, National Park Service Award/Contract - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to execute the U.S. Department of Interior, National Park Service Award/Contract, Number P17PC00146, to reimburse Escambia County up to $163,382.47.

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

[Funding: Fund 001, General Fund, Cost Center 330801, SRI Public Safety]

11. Recommendation Concerning the State of Florida Department of Environmental Protection Agreement No. G0448 for the Planning, Engineering Design and Permitting of the Pensacola Bay Living Shoreline Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. G0448 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Pensacola Bay Living Shoreline Project:

A. Approve the DEP Agreement No. G0448, in the amount of $217,499.38, for the planning, engineering design and permitting of the Pensacola Bay Living Shoreline Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

Note: There is no County match required under the Agreement.

[Funding: 118, Gulf Coast Restoration Fund, new Cost Center to be determined at time of Supplemental Budget Amendment]

12. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement for Construction of Five Foot Wide Paved Shoulders Along Both Sides of CR 293 (Bauer Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of five foot wide paved shoulders along both sides of CR 293 (Bauer Road), between CR 292A (Gulf Beach Highway) and SR 292 (Sorrento Road):

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County, in the amount of $428,381, for the construction of five foot wide paved shoulders along Bauer Road, which will be reimbursed to the County; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

13. Recommendation Concerning Supplemental Budget Amendment #118 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, Local Option Sales Tax III, (LOST) Fund (352), in the amount of $428,381, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for construction of five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292).

14. Recommendation Correcting the Funding Source for Eleanor Johnson, DansArtery to Present the "Art of Dance-What's Hidden in the Figures" and "Roots, Rhythm, and Movement" - Commissioner Lumon May, District 3

That the Board amend it's action of April 6, 2017, approving to fund $1,500 for Eleanor Johnson's DansArtery to present the "Art of Dance-What's Hidden in the Figures" a Lecture Demonstration and "Roots, Rhythm, and Movement," from Commissioner Lumon May's 4th Cent TDT money to reflect that the $1,500 will come from Commissioner May's Discretionary Money since DansArtery isn't a 501(c)(3) corporation as originally thought, and approve a Purchase Order to be issued for this purpose.

[Funding: Fund 001 General, Cost Center 110101, Object Code 58201 Discretionary Money]

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve or deny the following action regarding the acquisition of real property for the Bristol Park - Ashbury Hills Area Project:

   A. Authorize the purchase of the following parcel in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value)
Musick, Kathy R.	10070 Bristol Park Road	0.6532 Acres	$227,000

   B. Approve the Contract for Sale and Purchase for the acquisition of real property for the Bristol Park - Ashbury Hills Subdivision;

   C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

   D. Authorize 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 without further action of the Board.

   [Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

2. Discussion Concerning the Proposed Designation of Escambia County Wind Speed Lines - Tim Tolbert, Building Services Department Director.

3. Discussion Concerning Revising the County Vehicle Policy - Joy D. Blackmon, P.E., Public Works Department Director

4. Recommendation Concerning Leaders Library Card Challenge - Todd Humble, Library Services Department Director

   That the Board authorize the creation of the new Library Card type “STUDENT CARD," the transfer $5,000 from reserves to the current Fiscal Year budget, and accept the Urban Library Council’s Leaders Library Card Challenge by signing the “commitment letter”.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12087 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 04/20/2017
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation proclaiming May 1, 2017, to be “Law Day” in Escambia County, Florida, and expressing the Board's appreciation for all of the contributions made to the citizens of Escambia County and beyond;

B. The Proclamation commending and congratulating Della Turner Redmon for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida;

C. The Proclamation commending and congratulating Cheryle Elaine Carter Allen not only for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida, but also for her community involvement;

D. The Proclamation commending and congratulating Minervia Warren for the 43 years she has worked caring for God’s older children;

E. The Proclamation commending and congratulating Rosita Robsono-Watson for her 35 years as a teacher, guidance counselor, and mentor for the Escambia County School District;

F. The Proclamation proclaiming Thursday, May 4th, 2017, as “Trauma-Informed Care Day” in Escambia County, Florida, and honoring and commending the Lakeview Center for their partnership, dedication, and service to the community; and

G. The Proclamation *proclaiming the week of May 1 through May 7, 2017, as “FAMILY VALUES WEEK” in Escambia County, Florida, and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service*

to 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 for BCC approval by the County Administration staff. 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

Attachments

Proclamations - 04-20-2017

PROCLAMATION

***WHEREAS**, Law Day is an occasion of public acknowledgement of our Nation's and Florida's heritage of justice, liberty, and equality under the law; and*

***WHEREAS**, the United States Congress has statutorily designated May 1 as the annual day for commemoration of Law Day; and*

***WHEREAS**, the American Bar Association has designated the 2017 Law Day theme to be "The Fourteenth Amendment: Transforming American Democracy" in recognition of the numerous contributions to American law and society of one of the most often cited constitutional enactments; and*

***WHEREAS**, the Fourteenth Amendment in the nearly century and a half that has elapsed since its ratification has greatly expanded the constitutional protections available to all through its clauses guaranteeing due process and equal protection; and*

***WHEREAS**, the Fourteenth Amendment has served as the vehicle by which many of the protections in the Bill of Rights have been found to be enforceable against state and local government actions that infringe upon fundamental liberties; and*

***WHEREAS**, the Fourteenth Amendment constitutionally defined national citizenship for the first time and guaranteed that the privileges or immunities of United States citizenship would not be denied to any individual citizen; and*

***WHEREAS**, the Fourteenth Amendment has served as the basis of and inspiration for landmark civil rights legislation and court decisions protecting and advancing the rights of Americans; and*

***WHEREAS**, promoting public understanding of the roots of our freedom is an important component in the civic education of the citizens of the United States and of the State of Florida; and*

***WHEREAS**, Law Day, May 1, 2017, will be commemorated in the State of Florida, County of Escambia, with a Judicial Reception on May 4th, a Law Day Luncheon on May 5th, and a Religious Ceremony on April 30, 2017.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, proclaims **May 1, 2017**, to be **"Law Day"** in Escambia County, Florida, and expresses its appreciation for all of the contributions made to the citizens of Escambia County and beyond.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

_____
Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

WHEREAS, *when Della Turner Redmon was 19 years old, she began working on Civil Rights Issues; and*

WHEREAS, *in 1957, Della graduated from Booker T. Washington High School; and*

WHEREAS, *in 1960, Della was named "Miss NAACP" (National Association for the Advancement of Colored People); and*

WHEREAS, *in 1961, Della joined the National Association for the Advancement of Colored People Youth Group led by Reverend William C. Dobbins of the St. Paul United Methodist Church; and*

WHEREAS, *in 1961, when Della was 19 years old, she was one of the original youth group protesters who participated in the "Lunch Counter Sit-In" Civil Rights Protest that took place in Pensacola, Florida, at the Woolworth's, Newberry's and Kress lunch counters; and*

WHEREAS, *when the "Lunch Counter Sit-In" protesters were arrested, Della was instrumental in raising bail money to get them out of jail as quickly as possible; and*

WHEREAS, *Della married John V. Redmon, and they became the proud parents of four children and four grandchildren; and*

WHEREAS, *Della became a successful business owner, fashion coordinator and event planner; and*

WHEREAS, *on Saturday, April 25, 2015, Della joined 24 of the other NAACP Youth Council members to unveil the Historical Marker at the corner of Palafox and Garden Streets in downtown Pensacola.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Della Turner Redmon for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

WHEREAS, *at the age of 14, Cheryle Elaine Carter Allen joined the National Association for the Advancement of Colored People (NAACP) Youth Group, led by Reverend William C. Dobbins, St. Paul United Methodist Church; and*

WHEREAS, *Cheryle was one of the original Youth Group protesters who participated in the "Lunch Counter Sit-In" Civil Rights Protest that took place in Pensacola, Florida, at the Woolworth's, Newberry's and Kress lunch counters; and*

WHEREAS, *Cheryle is a member of the New Dimensions Christian Center; and*

WHEREAS, *Cheryle raised her two daughters, Trebrena Allen Porter and Telia Allen Pitts who gave her five grandchildren; and*

WHEREAS, *Cheryle worked as a Budget Analyst in Foreign Military Sales for the Federal Government for 43 years and 11 months; and*

WHEREAS, *Cheryle has been extremely involved in her community by serving as the President of the Toastmistress Club and by serving on the Board of the Community Equity Investment, Inc., the Escambia-Pensacola Human Relations Commission, and the Emancipation Proclamation Committee; and*

WHEREAS, *on Saturday, April 25, 2015, Cheryle joined 24 of the other NAACP Youth Council members to unveil the Historical Marker at the corner of Palafox and Garden Streets in downtown Pensacola.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Cheryle Elaine Carter Allen not only for her role in the Civil Rights Movement that brought change to thousands of individuals here in Pensacola, Florida, but also for her community involvement.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

***WHEREAS**, on November 16, 1974, Minervia Warren, Certified Nursing Assistant, began her career at the Haven of Our Lady of Peace; and*

***WHEREAS**, Ms. Warren works in the Restorative Department motivating the residents to walk, exercise, and feed themselves; and*

***WHEREAS**, her co-workers, the residents and their families know that Ms. Warren is constantly willing to lend a helping hand and never complains about the extra workload; and*

***WHEREAS**, throughout her career, Ms. Warren has always been an extremely dependable and faithful employee; and*

***WHEREAS**, Ms. Warren takes pride in her appearance and has a cheerful, positive attitude that is evident by the love the residents have for her.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Minervia Warren for the 43 years she has worked caring for God's older children.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

***WHEREAS**, after working 35 years as a teacher and guidance counselor, Rosita Robsono-Watson will retire from the Escambia County School District in 2017; and*

***WHEREAS**, in 1980, Rosita graduated from the University of West Florida with a Bachelor of Arts Degree in Early Childhood Education, and in 1990, Rosita received her Master's Degree in Guidance and Counseling from Troy State University; and*

***WHEREAS**, during her career, Rosita was a first grade teacher at Hallmark Elementary School, a guidance counselor at Lincoln Park Elementary School, a guidance counselor at Beggs Alternative Educational High School at Pine Meadows, and a teacher and guidance counselor at Ensley Elementary School; and*

***WHEREAS**, Rosita was recognized as the Pine Meadow Elementary School "2000-2001 Teacher of the Year," the Ensley Elementary School "2009-2010 Teacher of the Year," and the Ensley Elementary School "2016-2017 Teacher of the Year;" and*

***WHEREAS**, Rosita is a member of Escambia Education Association and was selected as the "Most Positive Person" by the Escambia Education Association; and*

***WHEREAS**, Rosita served as the faculty representative for the United Way of Escambia County, served on the Pine Meadow Elementary Parent Teacher Association, served on the Chief Justice Children's Council for Escambia County, served as the Escambia County School District's Drop Out Prevention Representative, and is a past board member of the Children's Home Society; and*

***WHEREAS**, Rosita coordinated the Thanksgiving and Christmas School Partnership Program with St. Luke United Methodist Church; and*

***WHEREAS**, Rosita was involved with the Florida Perfect Measurement System, taught Parenting Classes at Hallmark Elementary School, volunteered for the Teen Line at the Baptist Stress Center and was the Ensley Elementary School's "Muffin's for Mentors" Coordinator.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Rosita Robsono-Watson for her 35 years as a teacher, guidance counselor, and mentor for the Escambia County School District.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

WHEREAS, *behavioral health agencies are aware of the Adverse Childhood Experiences (ACEs) study which confirms that toxic stress can negatively affect adolescent brain development causing them to fall short of important health, social, and behavioral milestones and can extend throughout their adult lives; and*

WHEREAS, *local agencies have partnered with Lakeview Center to bring best practices to Escambia County in how to respond to people coping with trauma; and*

WHEREAS, *a Trauma-Informed Care approach adds economic value to the community by increasing high school graduation rates, decreasing community violence, increasing worker retention, decreasing health care expenses, and overall, increasing family stability and statewide resiliency; and*

WHEREAS, *Escambia County is built on community partnerships that work to understand young citizens' needs and how to provide the resources to enhance the cradle to career path for youth, to inspire them, generate their trust in local leaders and mentors, and improve the overall quality of life for everyone; and*

WHEREAS, *by speaking the same language, (Trauma-Informed Care) community partners make a positive impact one child at a time, every step of the way, from cradle to career as well as making an investment in local business, education, government, neighborhoods, non-profit organizations, families, and students for years to come; and*

WHEREAS, *Lakeview Center practices and teaches the Trauma-Informed Care approach and invites everyone in Escambia County to attend the Trauma-Informed Care Day of Focus where they will hear keynote speaker Jim Sporleder, who deployed the Trauma-Informed Care approach with great success as principal of a high school. Everyone is invited to watch the documentary film titled "Resilience" and then to continue a community discussion about embracing a Trauma-Informed Care approach with at-risk youths throughout our city; and*

WHEREAS, *Escambia County hereby recognizes the need for our community to focus on the effects of toxic trauma and the benefits of adopting a Trauma-Informed Care approach whereby one caring adult can make a difference in a child's life throughout his or her life's journey.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Thursday, May 4th, 2017, as*

"Trauma-Informed Care Day"

in Escambia County, Florida, and honors and commends the Lakeview Center for their partnership, dedication, and service to the community.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 20, 2017

PROCLAMATION

WHEREAS, *the Supreme Council 33°, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, adopted a new year-round Family Development Program; and*

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

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

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

WHEREAS, *the Scottish Rite Masons, Valley of Pensacola, are sponsoring a celebration of family values during the first week of May 2017.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 1 through May 7, 2017, as*

"FAMILY VALUES WEEK"

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: April 20, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12063 **Written Communication** **7. A.**
BCC Regular Meeting
Meeting Date: 04/20/2017
Issue: Written Communication - MSBU Lien - David and Rhonda Parda
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
March 22, 2017 - communication from David and Rhonda Parda, requesting a refund of $406.95, the interest portion of the total amount of principal and interest paid on the Municipal Services Benefit Unit Special Assessment Lien placed on the property they own located Lot 4, Block 3, Villa Primera, Pensacola Beach, Florida; and

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Allegheny Health Network
320 E. North Avenue
Pittsburgh, PA 15212
Tel 412.359.8084 Tel 412.359.4265

David S. Parda, M.D., FACP
Professor and System Chair
Department of Oncology/Cancer Institute, IRB
dparda@wpahs.org

3/22/17

To: Escambia County Board of County Commissioners

From: David and Rhonda Parda

Re: notice of lien filed for delinquent annual assessments, fire protection and island assessments for fiscal year 2011-2012 for Lot 4 BLK 3 Villa Primera, 99-0000-573

We received notice of the above-described lien and annual assments in January 2017 and had never received prior notice of these fees. The property passed to us with the death of my mother in 2012 and the notice of fees never reached my mother's prior active address or my current permanent address. Because of this I am requesting that I pay the original principal of $413.50 and be refunded the interest amount of $406.95.

Thank you for your consideration of this matter.

Sincerely,

David Parda

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS

Account: 99-0000-573 Instrument: 2012043199

Year Of Lien: 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 **2012** 2013 2014

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6865 Page: 627 View Image

Foreclosure ☐

Original Principal $413.50 Date Of Payoff 01/31/2017

Submit Reset Clear

Year	Original Principal	Months Accrued from 04/01/2012	Interest Due	Preparing Fee For Lien	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Total Due
2012	$413.50	57	$353.54	$7.00	$10.00	$10.00	$7.00	$7.00	$808.04

3/31/2017 = 820.45
Payoff

mailed 1/24/17

RHONDA PARDA
501 CHESTNUT ROAD
SEWICKLEY, PA 15143

Recorded in Public Records 06/01/2012 at 04:58 PM OR Book 6865 Page 627, Instrument #2012043199, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

NOTICE OF LIEN
SANTA ROSA ISLAND MSBU

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. **99-0000-573**
PRRF NO. **282S26-1800-004-003**

RE: **PARDA WILLIAM A. & JUDITH C.**
4550 LASSASSIER ST
PENSACOLA FL 32504

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year **2011-2012** plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

LT 4 BLK 3 VILLA PRIMERA PB 2 P 78
OR 1756 P 736 SHEET 9

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection $201.38, and Island MSBU $212.12 for the total amount of **$413.50** plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount ($413.50) assessed per annum, accrued from the delinquent date of April 1, 2012, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FL
By:
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of June, A.D., 2012.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
By:
Deputy Clerk

David Parda, MD

From: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>
Sent: Wednesday, March 01, 2017 4:08 PM
To: Beth A. Larrieu
Cc: David Parda, MD; pardafamily@verizon.net
Subject: [EXTERNAL] PARDA - SRI MSBU - 99-0000-573

Hi Beth.

FYI –

David Parda
Lt 4 Blk 3 Villa Primera
99-0000-573

Mr. Parda called this afternoon regarding the SRI MSBU lien of record from 2012. I believe his mother owned the property at that time. It was transferred to him after her death at the end of 2012. He said he never received notice of the outstanding bill. He has agreed to pay the face value of the lien, but not the interest charges. I advised him to contact his commissioner and gave him the phone number.

Mylinda K. Johnson, Operations Supervisor, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 110
Pensacola, FL 32502
850-595-4813
mjohnson@escambiaclerk.com
www.EscambiaClerk.com

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 or your email address released in response to a public records request, do not send electronic email to this entity. Instead, contact this office by phone or in person.

This email was sent by **"Mylinda Johnson (COC)"** securely using Transport Layer Security (TLS).

David Parda, MD

From: David Parda, MD
Sent: Wednesday, March 01, 2017 6:41 PM
To: 'Stephen G. West'; 'pardafamily@verizon.net'
Cc: Beth A. Larrieu
Subject: RE: Your Property on Santa Rosa Island

Thanks very much for your help Steve.
Rhonda and Dave Parda

David S. Parda, M.D., FACP
Professor and System Chair
Department of Oncology/Cancer Institute, IRB
Allegheny Health Network
320 East North Avenue, Pittsburgh, Pennsylvania 15212
Tel 412.359.8084 Fax 412.359.4265
david.parda@ahn.org

From: Stephen G. West [mailto:sgwest@co.escambia.fl.us]
Sent: Wednesday, March 01, 2017 5:43 PM
To: David Parda, MD; 'pardafamily@verizon.net'
Cc: Beth A. Larrieu
Subject: [EXTERNAL] Your Property on Santa Rosa Island

Mr. Parda:

As you requested, attached is a copy of Section 46-214, Escambia County Code of Ordinances. Your letter to the Board of County Commissioners requesting relief from the interest on the municipal service benefit unit lien against your property may be mailed to the following address:

Escambia County Board of County Commissioners
P. O. Box 1591
Pensacola, FL 32591-1591
Attn: Judy Witterstaeter

Ms. Witterstaeter will arrange to place your request on the next available agenda and contact you with the date of the meeting.

Alternatively, if you opt to pay the lien, the Clerk of the Court can provide you with the total amount due. You may contact the Clerk at the following address and telephone number:

Clerk of Court, Official Records Department
221 Palafox Place, Suite 110,
Pensacola, FL 32502
Telephone (850) 595-3930.
Attention: Melinda Johnson

Please contact our office if you need anything further.

Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney

221 Palafox Place, Suite 430
Pensacola, FL 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

This email was sent by **"Stephen G. West"** securely using Transport Layer Security (TLS).

evidence of the satisfaction and discharge of such lien to be provided. Said lien or liens shall not be assigned by the board to the person.
(Code 1985, § 1-14-83; Ord. No. 99-30, § 7(1-14-83), 7-1-99)

Sec. 46-214. Enforcement of delinquent annual assessments.

(a) All delinquent annual assessment liens may be enforced at any time by the board subsequent to the date of the recording of the notice of lien provided for in section 46-212 for the amount due under such recorded liens, including all interest penalties, plus costs and a reasonable attorney's fee, by proceedings in a court of equity to foreclose such liens in the manner in which a mortgage lien is foreclosed under the laws of state, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. It shall be lawful to join in any complaint for foreclosure or any such legal proceedings, any one or more leaseholds that are the subject of a lien or liens.

(b) The board of county commissioners retains the authority to waive penalties and interest accrued on delinquent annual assessments. In order to have penalties and interest waived on a delinquent account, an applicant for relief must follow these procedures:

(1) Provide a written request for relief from penalties and interest to the county administrator. The written request shall demonstrate that the failure to timely pay the assessment was due to extraordinary circumstances.

(2) The county administrator shall place such written request on a board of county commissioners agenda for action along with a recommendation regarding whether the applicant appears to have demonstrated extraordinary circumstances.

(3) In the event the board of county commissioners votes to provide any relief pursuant to this section, the applicant shall be responsible for any costs associated with that relief, such as cost of recording, unless otherwise directed by the board of county commissioners.
(Code 1985, § 1-14-84, Ord. No. 99-30, § 8(1-14-84), 7-1-99; Ord. No. 2012-10, § 1, 4-5-2012)

Sec. 46-215. Interim services charge on new construction.

(a) An interim services charge shall be imposed against the lessee of all residential and commercial leaseholds on which a building is constructed subsequent to the assessment date. The amount of the interim services charge shall be calculated upon a monthly rate, which shall be one-twelfth of the annual assessments as established in the rate resolution for the fiscal year in which occupancy of the new construction occurs for the applicable classification of residential or commercial leasehold. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year of the unit. No certificate of occupancy of the county or the authority shall be issued until full payment of the interim services charge is received by the county.

(b) Such interim services charge shall be deemed delinquent on the date occupancy occurred and shall constitute a lien against such residential or commercial leasehold as of that date. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in and to or against the leasehold involved and may be recorded as provided in section 46-212 and enforced as provided in section 46-214.
(Code 1985, § 1-14-85)

Sec. 46-216. Correction of errors and omissions; petition to board.

(a) No act of error or omission on the part of the property appraiser, county administrator, clerk of the circuit court, agent of the clerk, or tax collector, board or their deputies or employees, shall operate to release or discharge the obligation of the lessee of a residential or commercial master leasehold for payment of the annual assessments or the interim services charge imposed

Allegheny General Hospital

Allegheny General Hospital
320 East North Avenue
Pittsburgh, PA 15212-4772

David and Rhonda Parda
501 Chestnut Rd
Sewickley PA 15143

USA
Liberty
FOREVER

Clerk of Court, Official Records Department
221 Palafox Place, Suite 110
Pensacola FL 32502

Attention: Mylinda K Johnson, Operations Supervisor, Official Records

DAVID S. PARDA
RHONDA TRAVAGLINO PARDA
PH. 412-741-2997
501 CHESTNUT RD.
SEWICKLEY, PA 15143

8-7438/2430 182

9112

DATE 3/22/2017

PAY TO THE ORDER OF Pam Childers, Clerk of The Circuit Court $ $20.45

Eight hundred twenty and 45/100 DOLLARS

Dollar Bank. Since 1855

Private Banking

MEMO 99-0000-573

⑆243074385⑆ 1663189617⑈ 9112

Allegheny Health Network

Allegheny Health Network
320 E. North Avenue
Pittsburgh, PA 15212
Tel 412.359.8084 Tel 412.359.4265

David S. Parda, M.D., FACP
Professor and System Chair
Department of Oncology/Cancer Institute, IRB
dparda@wpahs.org

3/22/17

Dear Myinda,

Thank you for your help with the notice of lien filed for delinquent annual assessments, fire protection and island assessments for fiscal year 2011-2012 for: LT 4 BLK 3 Villa Primera
99-0000-573

Please note that we did not receive notice of the $413.50 that was due until 2017 and that the property was passed to me with the death of my mother in 2017. I believe you now have updated address record for me as our permanent address is:

David and Rhonda Parda
501 Chestnut Rd
Sewickley PA 15143

I have enclosed the payoff amount of $20.45 and will write a letter to the Escambia County Board of County Commissioners requesting that the $406.95 of interest be refunded to me.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12031 **Written Communication** **7. B.**
BCC Regular Meeting
Meeting Date: 04/20/2017
Issue: Environmental (Code) Enforcement Lien Relief- 2972 Michael Drive
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

March 25, 2017 - Communication from Tonya Bland, daughter of owner, Artis Stromas Sr., and Ella Robertson requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 2972 Michael Drive.

Recommendation: That the Board review and consider Lien relief request made by Tonya Bland against property located at 2972 Michael Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DID fall within the criteria that would allow the County Administrator to act on the Board's behalf to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III. H2.

Ms. Bland made a request for Lien relief and was denied per Board policy. A denial letter was sent to her on March 7, 2017.

BACKGROUND:

Artis Stromas and Ella Robertson, owners of 2972 Michael Drive, were noticed for dilapidated structure and nuisance conditions. Notices were received and failed to comply. Special Magistrate Hearing was held at which owners did not appear. Court order was issued with a compliance date of 9/10/13 with a daily fine in the amount of $25.00. Court cost in the amount of $1,100.00 was awarded to Escambia County.

Owners failed to abate all violations which resulted in Escambia County abating all

violations.

BUDGETARY IMPACT:
Court Cost: $1,100.00
Fines: $18,175.00
Abatement Cost: $2,500.00

Total Lien Amount: $21,775.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:
If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Environmental (Code) Enforcement Lien Relief- 2972 Michael Drive

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March 25, 2017

Tonya Bland
109 Goosen Way
Cibolo, TX 78108

The Office of Environmental Enforcement
Environmental Enforcement Director
Ms. Sandra Slay
Special Magistrate
3363 W. Park Place
Pensacola, Florida 32505

SUBJECT: 2972 Michael Drive, Pensacola, Florida – Appeal with Written Communication

Sir or Madam,

This memorandum is an appeal to request to be placed on Escambia Board of County Commissioners agenda under written communication.

I am petitioning Escambia Board of County Commissioners to waive all fines, court cost, and county abatement fees totaling $21, 775.00, plus any additional daily fines or fees incurred thereafter for property located at 2972 Michael Drive, Pensacola, Florida, 32505, owned by Artis Stromas Sr., or any affiliation and person named in the lien without delay due to age, and medical disability.

I'm the daughter of Artis Stromas Sr., and I am submitting verification that my father sustained a stroke on
March 22, 2014, that proceeded with symptoms of dementia, but the onset of dementia was evident to family about two to three years prior to his confirmed diagnosis. He has been diagnosed with Dementia with Psychosis, no problems with anger or physical violence. He's currently being seen by his physician, Jennifer Driscoll, MD, Baptist Medical Tower, Suite 222, Pensacola, Florida.

My dad, Artis Stromas Sr., retired from the City of Pensacola after 32 years, 28 days, and 6 months, and Escambia County after serving 18 years concurrently. He had always been a responsible and law-abiding citizen and had always conducted his own affairs in the past until his health failed. He no longer pays his bills without assistance. He no longer drives and is mainly at home.

I'm asking on behalf of my dad for mercy and petitioning that Escambia County, County of Pensacola, Board of County Commissioners waive all fines and fees due to the fact that my dad was unable to conduct his affairs and complete the tasks that he initiated. He didn't understand any of the documents that were sent to him, nor does he clearly understand the situation that is before you at this time.

Once again, I'm pleading that you find mercy to waive all fines, fees, court costs, and county abatement fees totaling

$21, 775.00, plus any additional daily fines or fees incurred thereafter for property located at 2972 Michael Drive, Pensacola, Florida, 32505, owned by my dad, or any affiliation and person named in the lien without delay due to age, and medical disability.

If you have any questions concerning this matter, please contact me at 210-859-6833, via email at btjbland@yahoo.com.

Sincerely,

Tonya Bland

Attachments:
Medical files

cc: Commissioner Lumon May

Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

March 7, 2017

Ms. Tonya Bland
109 Goosen Way
Cibolo, Texas 78108

Re: Denial Letter - 2972 Michael Road, Pensacola, Florida

Dear Ms. Bland:

On August 21, 2014, the Board of County Commissioners adopted a policy that provides guidelines for relief from Environmental (Code) Enforcement Special Magistrate liens. This policy gives me the discretion to grant relief from the administrative fines that have accrued on a Code Enforcement lien without further action from the Board of County Commissioners if all of the following criteria have been satisfied:

1) The property to be released from the Code Enforcement lien is free from all Code Enforcement violations and has an assessed value of $50,000 or less.

2) The violator and/or owner named in the Code Enforcement lien are not in the chain of title of the person requesting the relief. (i.e., the person requesting the relief acquired the property via a foreclosure sale or tax deed auction.)

3) The person requesting relief is not related to the violator and/or owner named in the Code Enforcement lien, has no history of code enforcement violations and pays all of the fees/costs other than the administrative fines accruing on the Code Enforcement lien. (Including the administrative fees and recording costs charged by the Clerk of the Circuit Court)

After reviewing your request for relief from the Escambia County Code Enforcement lien described in your letter dated February 23, 2017 to Sandra Slay, Division Manager. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2 – Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.

If you wish to appeal my decision, you may request to be placed on the Board's agenda under written communication. This would allow you to present your case directly to the

Board. If you wish to be placed on the Board's agenda, please contact my office at (850) 595-4947.

If you have any questions or require any additional information, please contact Sandra Slay, Division Manager, Code Enforcement at (850) 595-1820.

Sincerely,

Jack Brown
County Administrator

JB:ac

cc: Chips Kirschenfled, Natural Resources Management
Sandra Slay, Division Manager, Code Enforcement

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 13-05-01483
Location: 2972 Michael Dr
PR# 092S300700170003

Ella Robertson & Artis Stromas
423 W Clay Street
Pensacola, FL 32503

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016069614 09/09/2016 at 11:15 AM
OFF REC BK: 7587 PG: 1444 - 1444 Doc Type: CEL1
RECORDING: $10.00

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of August 13, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions , (b) Trash & Debris, 30-203 (o), (u), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 13, 2013.

Itemized	Cost
a. Fines ($25.00 per day 9/11/13-9/08/15)	$ 18,175.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 2,500.00
Total:	$ 21,775.00

DONE AND ORDERED at Escambia County, Florida on this 12 day of Sept, 2015.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013062255 08/19/2013 at 12:37 PM
OFF REC BK: 7062 PG: 998 - 1002 Doc Type: CEO
RECORDING: $44.00

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#13-05-01483
LOCATION: 2972 Michael Dr
PR# 092S300700170003

Ella Robertson & Artis Stromas
423 W Clay Street
Pensacola, FL 32503

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, N/A, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☐ 42-196 (d) Overgrowth

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☒ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Ella Robertson & Antis Simonds shall have until 9/10, **2013** to correct the violation and to bring the violation into compliance. Corrective action shall include:

☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.

☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

☐ Immediately cease burning and refrain from future burning

☐ Remove all refuse and dispose of legally and refrain from future littering

☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing 9/11, **2013.** This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ ~~1,100.00~~ 1,100.00 are awarded in favor of Escambia County as the prevailing party against C/A Robertson & Anfis Shmueli.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 13th day of August, 2013.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12013 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 04/20/2017

Issue: 5:31 p.m. Public Hearing to consider Adopting an Ordinance Amending Sections 82-1, 82-167 and 82-225 of the Escambia County Code of Ordinances

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 82, Article 1, Sections 82-1, 82-167, and 82-225, related to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

Recommendation: That the Board adopt an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 82, Article 1, Sections 82-1, 82-167 and 82-225, related to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

BACKGROUND:

The proposed Ordinance will serve to bring the definitions in the Code of Ordinances related to Land Clearing Debris, Land Clearing Debris Facilities, Yard Trash, and Yard Waste into closer conformity with the definitions used by the State of Florida Department of Environmental Protection, and will clarify the nature of materials which may be disposed or processed by Land Clearing Debris Facilities within the County. The amendments to the definitions are necessary for the continued management of solid waste within the County and were requested and approved by the Natural Resources Management, Waste Services, and Development Services Departments. The definitions within the Land Development Code will also be amended to mirror the changes to the Code of Ordinances, if approved. The amendments serve a public purpose and will benefit the health, safety, and welfare of County citizens.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford, and was advertised in the Saturday, April 8, 2017, edition of the Pensacola News Journal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All ordinances must be adopted by the Board of County Commissioners before they can be filed with the Department of State.

IMPLEMENTATION/COORDINATION:

Adoption of the proposed Ordinance will also require amendment to the definitions within the Land Development Code (LDC) in order to mirror the changes to the Code of Ordinances. The Natural Resources Management, Development Services and Waste Services Departments have coordinated with Assistant County Attorney Meredith D. Crawford in the preparation of the proposed Ordinance. Following Board approval, a copy of the Ordinance will be filed with the Department of State.

Attachments

Proposed Ordinance

PNJ Proof of Publication

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 82, ARTICLE I, SECTION 82-1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH; AMENDING VOLUME 1, CHAPTER 82, ARTICLE I, SECTION 82-167 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH; AMENDING VOLUME 1, CHAPTER 82, ARTICLE I, SECTION 82-225 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to provide protection for, regulate, and control solid waste in the County; and

WHEREAS, the Board of County Commissioners finds that the County's definitions relating to land clearing debris and yard trash require amendment to promote the health, safety and welfare of the public by providing protection for, regulation in the County; and

WHEREAS, the Escambia Natural Resources Management and Waste Services Departments have identified areas where greater efficiencies may occur in the management of certain waste materials; and

WHEREAS, the Florida Legislature has adopted rules and regulations defining Land Clearing Debris and Yard Trash; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to the definitions of Land Clearing Debris and Yard Waste serve an important public purpose; and

WHEREAS, through the Code of Ordinances, the Escambia County Board of County Commissioners desires to preserve the County as a desirable community in which to live, vacation and do business.

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

SECTION 1. Chapter 82, Article 1, Section 82-1 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 82-1. - Definitions.

The following words, phrases, or terms as used in this chapter, unless the context indicates otherwise, shall have the following meanings:

Abandoned property means wrecked or derelict property having no value other than nominal salvage value, if any, which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, and other similar articles which have no value other than nominal salvage value, if any; and is in a condition violative of F.S. §§ 705.101—705.103.

Administrative department means the department charged by the director with the administrative management of this chapter.

Board means the board of county commissioners.

Bulky waste means items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

Bundle means a package containing rubbish only, weighing not over 50 pounds and not exceeding four feet in its longest dimension, securely tied with cord or rope of sufficient strength to permit lifting and carrying of the full weight thereof without spillage or scattering.

Certificate of need means written approval by the board for the director to issue a permit to operate in accordance with this chapter.

Collection means the act of removing solid waste from the source of general to the point of disposal.

Collector means any person, firm, partnership, or corporation permitted by the director or franchised by the board to engage in the transportation or collection of solid waste. May require certificate of need.

Commercial solid waste means solid waste generated by stores, offices, and other activities which do not actually manufacture a product.

Composting means controlled process of degrading organic matter by microorganisms resulting in a humus material which is useful as soil conditioner.

Composting facility means a facility where organic matter is processed by natural or mechanical means to aid the microbial decomposition of the organic matter commercially. Processing may include simple exposure resulting in natural decay or physically turning, windrowing, aerating or other mechanical reduction of the organic matter.

Construction and demolition debris means nonhazardous material generally considered not to be water soluble including, but not limited to, steel, concrete, glass, brick, asphalt, roofing material or lumber from a construction or demolition project.

Contamination of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

Dead animals means animals that have died from any cause without proper burial, except those slaughtered for human consumption.

Director means the county administrator, appointed by the board of county commissioners, or his designated agent. The director is responsible for the administrative management of this chapter.

Disposal facility means the site where solid waste is disposed of, whether by sanitary landfilling, incineration, treatment, recovery, or recycling.

Enforcement agency means the agency or agencies of this county, or of this state, charged with the enforcement of those aspects of this chapter related to the protection of the public safety, health, welfare and environment.

Garbage means materials resulting from the preparation, cooking and serving of food; market wastes, trimmings and other discarded matter from meat or produce, including containers in which packaged, and such other refuse as may be defined by the board.

Hazardous wastes means materials or combinations of materials which require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. These materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials.

Health officer means the director of the county health department or his authorized agents.

Imminent hazard means a situation existing when solid waste creates an immediate and substantial danger to human health, safety or welfare, public or private property, or the environment.

Incineration means a controlled process by which solid, liquid, or gaseous combustible wastes are burned and changed into gases, and the residue produced contains little or no combustible material.

Incinerator means an engineered apparatus used to burn waste substances and in which all the factors of combustion temperature, retention time, turbulence, and combustion air can be controlled.

Industrial solid waste means solid waste that results from industrial processes and manufacturing.

Infectious wastes means those wastes resulting from the operation of medical clinics, hospitals, abattoirs, and other facilities producing waste which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Land clearing debris means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land development operations, land clearing, or maintenance including yard trash and yard waste.

Land clearing disposal facility means a facility on a real property site no larger than 25 acres whose primary purpose is to hold vegetative land clearing debris whose characteristics allow it to operate in both urban and rural areas if certain conditions are met. Land clearing debris includes unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Nonresidential solid waste means solid waste from agricultural, commercial, industrial, or institutional activities or from parcels of property occupied by six or more residential units unless exempt by the board of county commissioners from mechanical pickup requirements.

Pollution means the condition caused by the presence in the environment of solid waste of such character and in such quantities that the quality of the environment is impaired or rendered offensive to life.

Processing means any method, system, or other treatment designed to change the physical form or chemical content of solid waste.

Promiscuous dump means an unauthorized site where indiscriminate deposits of solid waste are made by known or unknown persons and are exposed to the elements, vectors, and scavengers.

Putrescible wastes means materials capable of decomposition, causing environmental nuisances and/or obnoxious odors.

Recovered resources means solid waste materials which still have useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled for the same or other purpose.

Recovery means the process of obtaining usable materials or energy from solid waste.

Recycling means the process by which recovered resources from solid waste are transformed into new products in such a manner that the original products lose their identity.

Rendering means a process of recovering fatty substances from animal parts by heat treatment, extraction, and distillation.

Reprocessing means the action of changing the condition of a secondary material.

Residential solid waste means all solid waste that normally originates in a residential environment. This definition is applicable to the solid waste generated upon a parcel of property occupied by fewer than six residential units and to parcels exempted from mechanical pickup requirements.

Residential unit means any unit used to house persons, or capable of such use. Includes single-family dwellings; each unit in a duplex, condominium dwelling, or apartment house; and each mobile home in a mobile home parcel except mobile home parcels in rental or camp parks licensed by the health department.

Rubbish means solid waste or refuse, excluding garbage or bulky items; consists of both combustible and noncombustible trash, such as paper, cardboard, tin cans, plastics, yard clippings, wood, glass and similar materials.

Salvage means the extracting of materials from solid waste which is of value or useful.

Salvaging means the controlled removal of valuable or useful material from solid waste for utilization.

Sanitary landfill means a site where solid waste is disposed using sanitary landfilling techniques.

Sanitary landfilling means an engineered method of disposing of solid waste on land in a manner that protects the environment by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with soil by the end of each working day in compliance with applicable state law and F.A.C. ch. 17-7.

Sanitary nuisance means the commission of any act by a person, or the keeping, maintaining, propagation, existence or permission of anything by a person by which the health or lives of individuals may be threatened or impaired or by which disease may be caused.

Scavenging means the uncontrolled removal of materials at any point in solid waste management.

Separation means the systematic division of solid waste into designated components.

Solid waste means material including sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, or other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Solid waste management means all or any aspects of handling solid waste, including collection, transportation, storage, separation and disposal.

Special permitted landfill means a sanitary landfill limited to the disposal of construction and demolition debris, and operating under the provisions of a special permit issued by the board.

Special wastes means those wastes that require extraordinary management. Special wastes include, but are not limited to, bulky wastes, abandoned automobiles, white goods, used tires, waste oil, sludges, dead animals, agricultural and industrial waste.

Storage means the interim containment of solid waste, in an approved manner, after generation and prior to ultimate disposal.

Transfer station means a facility where solid waste from several relatively small vehicles is placed into one relatively large vehicle before being transferred to solid waste processing or disposal facility.

Transport means the movement of solid waste subsequent to collection.

Unauthorized accumulation means any accumulation of trash, garbage, or putrescible waste for more than seven days on any residential or commercial properties, excluding noncommercial composting and commercial composting for which a valid permit has been obtained in accordance with section 82-102. Unauthorized accumulation shall not include building materials used in constructing or repairing a building or other structure and stored at the site of such building or structure.

Waste oil means all types of waste oils, including waste automotive lubricants, industrial waste oils, and others that may be potential pollution sources.

White goods means inoperative and discarded refrigerators, ranges, washers, water heaters and other similar domestic and commercial appliances.

Yard trash means vegetative matter resulting from landscaping maintenance such as tree and shrub trimmings, grass clippings and palm fronds~~.~~, trees and tree stumps, and includes land clearing debris and unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Yard waste means vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities. It includes materials such as leaves, shrub trimmings, grass clippings, palm fronds, and brush. It does not include land clearing debris or tree cutting debris.

SECTION 2. Chapter 82, Article 1, Section 82-167 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 82-167. - Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator means the county administrator or his designee.

Apartments and *trailer parks* mean any building or buildings or trailer park containing six or more dwelling units on contiguous premises and operated as a single operation under the same ownership and management. In the case of any such apartment or trailer park operation containing less than six rental units, each unit shall be considered as a single-family residence.

Board means board of county commissioners.

Bulky waste means items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

Collection means the act of removing solid waste from the source of generation to the point of disposal.

Collector means any person, firm, partnership, or corporation permitted by the director or franchised by the board to engage in the transportation or collection of solid waste.

Curbside means the area within five feet of the edge of the traveled portion of any public or private street affording reasonable access to waste collection vehicles, but only such portion thereof as lies on the roadway side of any drainage ditch.

Customer means any person or persons, firm, corporation or association who shall place garbage, residential waste or yard trash for pickup and disposal by the collector for a fee.

Delinquent accounts means all accounts which are not paid by the 25th day following the date shown on the bill rendered for garbage services.

Disposal facility means the site where solid waste is disposed of, whether by sanitary landfilling, incineration, treatment, recovery, or recycling approved and provided by the county.

Domestic household unit means any single-family dwelling, and the yard and premises upon which the unit is located; and where both a single-family dwelling and a guest house occupy the same premises, it shall be considered a single household unit, except when such guest house is rented, in which case each dwelling is considered a separate unit for services and billing purposes.

Garbage means all refuse, accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water-breeding insects. Scrap materials which are source separated by the generator for collection and processing as industrial raw materials shall not be considered discarded except when commingled in the waste placed out for collection by the generator.

Garbage can means a plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not to exceed 32 gallons, and each such can shall have two handles upon sides of can or bail by which it may be lifted and shall have a tightfitting top.

Generator means a person residing at a premises who creates refuse by the act of discarding unwanted items meeting the criteria.

Household waste means any combination of refuse usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premises, excluding major appliances, such as stoves and refrigerators, furniture, automobile bodies and parts, tires, household and yard appliances, and other bulky items not suitable for proper confinement in the garbage receptacle.

Land clearing debris means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land development operations, land clearing, or maintenance including yard trash and yard waste.

Land clearing disposal facility means a facility on a real property site no larger than 25 acres whose primary purpose is to hold vegetative land clearing debris whose characteristics allow it to operate in both urban and rural areas if certain conditions are met. Land clearing debris includes unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Living unit means a domestic household unit, duplex, or multiple dwelling.

Mandatory collection means every living unit as defined in this section generating waste within the defined area within the county shall subscribe for pick-up and removal services with the collector franchised or otherwise authorized by the county.

Mandatory collection area, description of means all that portion of the unincorporated area of the county not covered by a separate residential mandatory collection provision beginning at an intersection of the Perdido River being also the western Florida/Alabama state line at Escambia County, Florida, and the line dividing township 1 north and township 1 south, also known as the Tallahassee Base Line; thence run easterly along the Tallahassee Base Line to an intersection with County Road 297-A; thence run northerly along County Road 297-A to an intersection with County Road 186, also known as Kingsfield Road; thence run easterly along Kingsfield Road to an intersection with U.S. Highway 29; thence run northerly along U.S. Highway 29 to an intersection with County Road 184, also known as Muscogee Road; thence cross U.S. Highway 29 and run easterly to and along Becks Lake Road to an intersection with Stone Boulevard; thence run southeasterly and northeasterly along Stone Boulevard and an easterly extension thereof to an intersection with the northeasterly line of section 14, township 1 north, range 31 west, also known as the Manuel Gonzalea Grant; thence run southeasterly along the northeasterly line of section 14 to an intersection with the north line of fractional section 13, township 1 north, range 31 west; thence run easterly along said north line of fractional section 13 and the north line of fractional section 11, township 1 north, range 30 west and an easterly extension thereof to an intersection with Escambia River, being also the eastern boundary of Escambia County, Florida; thence run southeasterly along and together with the meanderings of the Escambia River to Escambia Bay; thence depart the Escambia River and eastern boundary of Escambia County and run westerly to the westerly shoreline of Escambia Bay; thence run southwesterly, southerly, southeasterly, along and together with the meanderings of the westerly shoreline to an intersection with the northern boundary of the city limits of the City of Pensacola; thence run southwesterly along such city limits boundary to an intersection with the southern limits of Escambia County, Florida; thence run westerly along and together with the meanderings of the southern limits of Escambia County, Florida, to an intersection of the Florida/Alabama state law; thence run northerly along and together with meanderings of such state line to the point of beginning, including all properties contiguous to the roads stated herein.

Recycling means the process by which recovered resources from solid waste are transformed into new products in such a manner that the original products lose their identity.

Residential premises means every lot or parcel of land which is improved for occupancy as a single-family residence, every single-family condominium unit, and residential apartments and trailer parks for which mechanical pickup containers are not required by the county refuse collection service ordinance.

Residential service means collection and disposal of residential waste from residential premises.

Residential solid waste means all solid waste that normally originated in a residential environment. This definition is applicable to the solid waste generated upon a parcel of property occupied by fewer than six residential units and to parcels exempted from mechanical pickup requirements.

Yard trash ~~means grass clippings, pine straw, leaves, branches, shrubs, vines, trees, tree stumps and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.~~ means vegetative matter resulting from landscaping maintenance such as tree and shrub trimmings, grass clippings and palm fronds, trees and tree stumps, and includes land clearing debris and unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Yard waste means vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities. It includes materials such as leaves, shrub trimmings, grass clippings, palm fronds, and brush. It does not include land clearing debris or tree cutting debris.

SECTION 3. Chapter 82, Article 1, Section 82-225 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 82-225. - Definitions.

As used in this division unless the context clearly indicates otherwise, the term:

Abandoned means cessation of use and maintenance of a construction and demolition debris facility, land clearing debris facility or other disposal facility for a period of 12 consecutive months or longer and in a manner that does not include closure, long-term monitoring, maintenance or financial responsibility when required by a state or county rule or law. For a grandfathered or vested use, there shall also be an intent to abandon the use.

Applicant means any person who has applied for a construction and demolition debris facility permit in Escambia County.

Board means the Board of County Commissioners of Escambia County, Florida.

Board of health means Escambia County Health Department has the authority to intervene on health issues.

Clean debris means any solid waste that is virtually inert, is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

Clerk means the Clerk of the Circuit Court, Ex Officio Clerk of the Board of County Commissioners, Escambia County, Florida.

Closed means a disposal facility that has undergone closure.

Closure means the cessation of operation of a facility and the planned act of securing such facility so that it will pose no significant threat to human health or the environment and includes closing, long-term monitoring, maintenance and financial responsibility of a facility when required by a state or county rule or law.

Code means the Code of Ordinances of Escambia County, Florida.

Construction and demolition debris means discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in F.S. § 403.707(9)(j), yard trash and unpainted, nontreated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction and demolition debris project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Construction and demolition debris (C&DD) facility means any site, location, tract of land, installation, or building used for the disposal, transfer or processing of construction and demolition debris.

Construction and demolition debris facility permit means a permit/license issued by the licensing authority in accordance with Escambia County Regulations and Ordinances.

Construction and demolition debris facility operator/person means any person, including the owner, who is principally engaged in, and is in charge of, the actual operation, supervision and maintenance of the facility's daily operations.

County means Escambia County, a political subdivision of the State of Florida.

County administrator means the County Administrator of Escambia County or the designee of such person.

Department means the Escambia County Development Services Department.

Department director means the Director of Escambia County Department of Development Services.

Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any construction and demolition debris or land clearing debris into or upon any land or water so that construction and demolition debris or land clearing debris or any constituent thereof may not enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.

Existing facility means a disposal facility that was in operation or under construction prior to August 21, 2014.

Financial assurance means an escrow account or secured bonds shall be set up to ensure the interest of the facility, cost estimates for closure and long-term care.

Fiscal year means that period beginning October 1 of each year and ending on September 30 of the subsequent year.

Hazardous wastes means a solid waste regulated by the Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C.

Illegal disposal means the disposal of construction and demolition debris or land clearing debris at any place other than a facility permitted for that purpose.

Infill facility means a C&DD facility on a real property site not larger than 75 acres whose characteristics allow it to operate within or adjacent to the urbanized area and that was permitted by Escambia County prior to August 21, 2014.

Intermediate cover means a layer of compacted earth at least one foot in depth plus six inches of soil suitable to sustain vegetation to prevent erosion applied to a solid waste disposal unit. The term also includes other material or thickness, approved by the county, that minimizes disease vectors, odors, and fire and is consistent with the leachate control design of the landfill.

~~*Land clearing debris* means rocks, soils, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations for a construction project. Land clearing debris also includes vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.~~

Land clearing debris means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land development operations, land clearing, or maintenance including yard trash and yard waste.

Land clearing disposal facility means a facility on a real property site no larger than 25 acres whose primary purpose is to hold vegetative land clearing debris whose characteristics allow it to operate in both urban and rural areas if certain conditions are

met. Land clearing debris includes unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Limits of construction and demolition debris placement means the horizontal and vertical limits of debris placement within the construction and demolition debris facility and includes the volume of debris placement. The limits of construction debris placement include the following:

(1) "Construction and demolition debris facility active areas" or "active permitted disposal areas" means all areas within the limits of construction demolition debris placement designated by the owner or operator in a DEP permit or registration application for debris placement during the DEP permit period. All areas within the limits of construction and demolition debris placement in which debris has been placed since March 16, 2006, and which have not been capped and dense vegetative cover established.

(2) "Construction and demolition debris facility inactive areas" or "inactive licensed disposal areas" means all remaining areas with the limits of construction and demolition debris placement which are not designated for debris placement during the DEP permit period, and include, but are not limited to, the following:

a. Areas in which no construction and demolition debris has yet been placed.

b. Areas within the limits of construction and demolition debris placement in which debris has been placed since March 16, 2006, and which have been capped, dense vegetative cover established, and certification of the completion of these activities submitted to the permitting authority in accordance with the administrative code.

c. Areas within the limits of construction and demolition debris placement in which debris has been placed prior to March 16, 2006, and where no debris placement has occurred after that date.

Liner means a continuous layer of low-permeability natural or synthetic materials, under the bottom and sides of a landfill, solid waste disposal unit, construction and demolition debris facility, or leachate surface impoundment, which controls the downward or lateral escape of waste constituents, or leachate.

Liner system means a system of leachate collection and liner layers comprised of natural or synthetic materials installed between the subgrade and the waste for the purpose of containing the waste and collecting and removing leachate.

Municipality means any of the municipalities within the county.

Natural land surface means the land surface in its original state before grading, stripping, excavation, or filling.

Nuisance generally means anything which annoys or disturbs one in the free use, possession or enjoyment of his or her property, or which renders its ordinary use or occupation uncomfortable, or anything which is detrimental to health or threatens danger to persons or property within the county. Nuisance specifically shall include the use of any property, facilities, equipment, processes, products or compounds, or the commission of any acts that cause or materially contribute to:

(1) The emission into the outdoor air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, of a character and in a quantity as to be detectable by the public, at any point beyond the property limits of the premises occupied or used by the person responsible for the source thereof, so as to interfere with their health, repose or safety, or cause severe annoyance or discomfort, or tends to lessen normal food and water intake, or produces irritation of the upper respiratory tract, or produces symptoms of nausea, or is offensive or objectionable to normal persons because of inherent chemical or physical properties, or causes injury or damage to real property, personal property or human, animal or plant life of any kind or which interferes with normal conduct of business, or is detrimental or harmful to the health, comfort, living conditions, welfare and safety of the inhabitants of this county.

(2) Any violation of provisions of this division which becomes detrimental to health or threatens danger to the safety of persons or property, or gives offense to, is injurious to, or endangers the public health and welfare, or prevents the reasonable and comfortable use and enjoyment of property by the public.

Operation means the deposit, storage or processing of construction and demolition debris or land clearing debris at the facility.

Permit holder means a person, firm, corporation, or other entity authorized by the board to operate a C&DD or LCD facility in the incorporated and unincorporated areas of the county.

Permitting authority means the Florida Department of Environmental Protection and Escambia County, Florida.

Person means any and all persons, natural or artificial, including any individual, firm or association, any municipal or private corporation organized or existing under the laws of this state or any other state; the county and any governmental agency or other political subdivision of this state or the federal government.

Processing means any technique designed to change the physical, chemical or biological character or composition of construction and demolition debris, land clearing debris, yard trash or other solid waste so as to render it amenable to recovery, storage or recycling; or reduced in volume or concentration.

Property owner or *owner* means the person who holds title to the property on which the construction and demolition debris disposal facility or land clearing debris facility is located.

Public water supply well means any well connected to a public water system.

Public well field means any system of wells, which are connected to a public water system.

Recycling means any process by which solid waste, materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Regional facility means a real property site of at least 100 acres operating as a C&DD facility as defined herein and permitted by Escambia County prior to August 21, 2014.

Regulatory floodplain means a watercourse and the areas adjoining a watercourse, which have been, or may be, covered by a 100-year flood as depicted on a federal insurance administration flood map.

River, stream or *creek* means a natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel has been dredged or improved does not prevent the watercourse from being a river, stream or creek.

Rural facility means a real property site of 75 acres, operating as a C&DD facility as defined herein and permitted by Escambia County prior to August 21, 2014.

Solid waste means sludge that is not regulated under the Federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid waste include recovered materials; nuclear source or byproduct materials regulated under F.S. ch. 404, or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production. Solid waste includes land clearing debris and yard trash.

Staging means the same as *Storage* .

Storage means the containment or holding of construction and demolition debris including land clearing debris or other debris on a temporary basis in such a manner as not to constitute disposal or recycling and in a specified area zoned for that use.

Surface water means any water on the surface of the earth, whether contained in bounds created naturally, artificially or diffused. Water from natural springs is classified as surface water when it exits from the spring onto the earth's surface.

Transfer facility means a facility, the primary purpose of which is to store or hold construction and demolition debris, including land clearing debris, for transport to a processing or disposal facility. Operations at such facilities may include separation of incidental amounts of recyclable materials or unauthorized waste.

Unauthorized waste means any type of waste that is not allowed to be accepted or managed at a facility in accordance with rule or statutory requirements or permit conditions.

Volume reduction plant includes incinerators, pulverizers, compactors, shredding and baling plants, and other facilities which accept and process construction and demolition debris, including land clearing debris, for recycling and disposal.

Working face means that portion of a construction and demolition debris disposal facility or land clearing debris facility where debris is deposited, spread and compacted before placement of initial cover.

Yard trash means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps~~.~~ and includes land clearing debris and unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris.

Yard waste means vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities. It includes materials such as leaves, shrub trimmings, grass clippings, palm fronds, and brush. It does not include land clearing debris or tree cutting debris.

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 THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of_____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA
By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: M Crawford, ACA
Date: 4/10/2017

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

PENSACOLA News Journal pnj.com

Affidavits Requested:
3

Dianne Simpson
ESCAMBIA CO ATTORNEY/LEGAL ADS
221 PALAFOX PL STE 430

PENSACOLA FL 32502

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittni Pendington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

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

04/08/17

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

Sworn to and Subscribed before me this 11th of April 2017, by Brittni Pendington who is personally known to me

Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: $207.82
Ad No: 0002052750
Customer No: PNJ-26717750

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, April 20, 2017 at 5:31 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 82, ARTICLE II, SECTION 82-1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH; AMENDING VOLUME 1, CHAPTER 82, ARTICLE II, SECTION 82-167 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH; AMENDING VOLUME 1, CHAPTER 82, ARTICLE II, SECTION 82-225 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE, AMENDING DEFINITIONS RELATED TO LAND CLEARING DEBRIS AND YARD TRASH PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2052750 1T April 8, 2017

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday April 20, 2017 at 5:32 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; AMENDING SECTION 6-4(f) TO EXTEND THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2054550 1T April 8, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12042 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 04/20/2017

Issue: 5:32 p.m. Public Hearing to consider an Ordinance amending Sec. 6-4(f) relating to alcoholic beverages to extend the sunset provision

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider adopting an Ordinance amending Section 6-4(f) of the Escambia County Code of Ordinances, relating to alcoholic beverages in public areas on Pensacola Beach, to extend the sunset provision.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f), of the Escambia County Code of Ordinances, relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach, to extend the sunset provision.

BACKGROUND:

By Board action on November 17, 2015, the Board of County Commissioners previously enacted Ordinance 2015-52, now codified as Volume 1, Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances, prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach. Pursuant to Sec. 6-4(f), the Ordinance was scheduled to sunset effective June 1, 2017, at 12:00 a.m. unless saved from repeal through reenactment. The proposed Ordinance will amend Section 6-4(f) to extend the effective date of the Ordinance through May 31, 2018. The Ordinance shall now stand repealed on June 1, 2018, at 12:00a.m. unless saved from repeal through reenactment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, April 8, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proposed Ordinance

Alcohol Sales on Pensacola Beach Jan. 1, 2014 - Dec. 31, 2016

Stats - Calls By Dispatch Location Mar. 1, 2013 - Sept. 30, 2013 and Mar. 1, 2014 - Sept. 30, 2014

Stats - Calls By Dispatch Location Mar. 1, 2015 - Sept. 30, 2015 and Mar. 1, 2016 - Sept. 30, 2016

DUI Stats for 2013 through 2016

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; AMENDING SECTION 6-4(f) TO EXTEND THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, on November 17, 2015, the Board of County Commissioners previously enacted Ordinance 2015-52, now codified as Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances, prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach; and

WHEREAS, the Board of County Commissioners finds that Sec. 6-4(f) relating to the *Sunset Provision* requires amendment to extend the effective date of the Ordinance through May 31, 2018; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 6-4(f) serves an important public purpose.

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

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

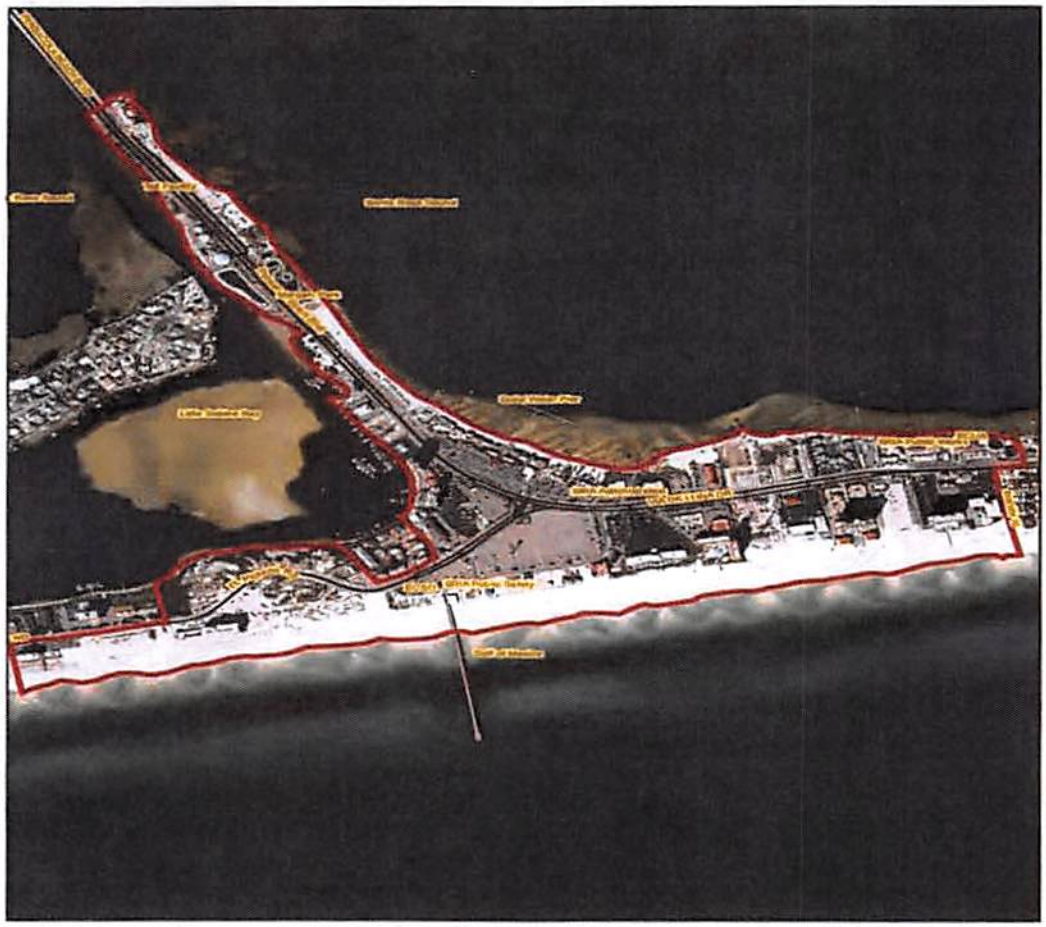
Section 2. **Amendment.** Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(b) *Definitions.* The terms "*alcoholic beverage*" and "*open container*" when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term "*commercial district of Pensacola Beach*" when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast

Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



Pensacola Beach Core Area

N

(c) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(d) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(e) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of

this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(f) *Sunset provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, ~~2017~~2018, at 12:00 a.m. unless saved from repeal through reenactment by the Board of County Commissioners. During the last 90 days of the enforcement period, the Board of County Commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of this section.

Section 3. 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 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections 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 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/23/17

Enacted:

Filed with Department of State:

Effective:

Dianne C. Simpson

From: Jack R. Brown
Sent: Tuesday, March 14, 2017 5:13 PM
To: District1; District2; District3; District4; District5
Cc: Alison A. Rogers; Angela D. Crawley; Amy L. Lovoy
Subject: Open Container DATA
Attachments: Alcohol sales.pdf

FYI

Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502
Email: jrbrown@myescambia.com
Phone: (850) 595-4947
Cell: (850) 490-5905
Fax: (850) 595-4908

Florida has a very broad public records law. Under Florida's law, both the contents of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity.

From: Paolo Ghio [mailto:paolo_ghio@sria-fla.com]
Sent: Monday, March 13, 2017 2:32 PM
To: Jack R. Brown; Amy L. Lovoy
Subject: DATA

Hello Jack and Amy,

Attached is the data Commissioner Robinson requested that chronicles the alcohol sales on PB from 1/1/2014 through 12/31/2016. Please review and forward to your Board.

Please call me for any clarifications.

Thank you,

Paolo Ghio CFM
SRIA
Executive Director
Director of Environment/Development Services
850-932-2257
paolo_ghio@sria-fla.com

Alcohol Sales on Pensacola Beach 2014-2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2014	29,895.80	38,866.80	66,046.30	61,123.60	79,024.61	76,562.86	95,064.16	70,356.02	55,958.68	50,616.32	25,826.75	30,510.30	
2015	37,543.46	46,100.91	66,252.08	71,328.54	86,711.40	93,539.44	94,990.30	71,981.05	60,841.66	30,439.54	14,996.67	15,228.01	October through December at 50%
										60,879.08	29,993.34	30,456.02	This represents calulations at 100%
Change from prior year Increase/(-)Decrese	0.26	0.16	0.00	0.17	0.08	0.22	(0.00)	0.02	0.09	0.21	0.17	(0.00)	
2016	19,168.74	24,757.66	34,137.77	35,386.62	46,076.72	42,789.95	50,637.01	32,113.26	31,954.58	30,110.39	17,677.12	15,446.32	This represents calulations at 50%
	38,337.48	49,515.32	68,275.54	70,793.24	92,153.44	85,579.90	101,274.02	64,226.52	63,909.16	60,220.78	35,154.24	30,892.64	This represents calulations at 100%
Change from prior year Increase/(-)Decrese	0.02	0.10	0.03	(0.01)	0.08	(0.09)	0.07	(0.11)	0.05	(0.01)	0.17	0.01	

The monthly commercial fees in this table were derived from the gross alcohol, beer and wine sales on Pensacola Beach.

Dianne C. Simpson

From: Alison A. Rogers
Sent: Wednesday, March 15, 2017 4:12 PM
To: Dianne C. Simpson
Subject: FW: More Open Container Stats
Attachments: 2013-400 Quietwater.pdf; ATT00001.htm; 2014-400 Quietwater.pdf; ATT00002.htm; 2013 Pensacola Beach.pdf; ATT00003.htm; 2014 Pensacola Beach.pdf; ATT00004.htm

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From: Jack R. Brown
Sent: Wednesday, March 15, 2017 4:12:10 PM
To: District1; District2; District3; District4; District5; Alison A. Rogers; Amy L. Lovoy
Subject: Fwd: More Open Container Stats
Auto forwarded by a Rule

Jack Brown - Sent from my iPhone

Begin forwarded message:

> **From:** Eric Haines <ehaines@escambiaso.com>
> **Date:** March 15, 2017 at 4:10:36 PM CDT
> **To:** "Jack R. Brown" <jrbrown@co.escambia.fl.us>, "Angela D. Crawley" <adcrawle@co.escambia.fl.us>
> **Subject: More Open Container Stats**
>
> Doug Bear requested that we run and provide the same set of stats for 2013/14 as we did for 2015/16. They are set up the same way just different years. Please find them attached and disseminate to the Commissioners if you feel necessary.

400 Quietwater 3/1/13-9/30/13 Calls by dispatch location (Selected Call Disposition Codes)

ALCOHOL OFFENSE: (EXCEPT DUI)		**22**
ARREST MADE	4	
NO ARREST MADE	1	
WARNING GIVEN (VERBAL OR WRITTEN)	17	
BATTERY		**15**
ARREST MADE	9	
CANCELLED BY COMPLAINANT	1	
NO ARREST MADE	4	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC		**5**
ARREST MADE	5	
BATTERY: AGGRAVATED		**2**
NO ARREST MADE	2	
DISORDERLY CONDUCT (INCL. NOISE)		**12**
ARREST MADE	5	
ASSISTANCE RENDERED	1	
CANCELLED BY COMPLAINANT	1	
CANCELLED BY DISPATCHER	1	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2	
WARNING GIVEN (VERBAL OR WRITTEN)	2	
DISORDERLY INTOXICATION		**28**
ARREST MADE	12	
NO ARREST MADE	1	
REFERRED TO OTHER AGENCY	1	
WARNING GIVEN (VERBAL OR WRITTEN)	13	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	

400 Quietwater 3/1/13-9/30/13 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY		**8**
ASSISTANCE RENDERED	1	
PEACE RESTORED	4	
WARNING GIVEN (VERBAL OR WRITTEN)	3	
DISTURBANCE: NON FAMILY		**38**
ASSISTANCE RENDERED	16	
CANCELLED BY COMPLAINANT	3	
CANCELLED BY DISPATCHER	1	
PEACE RESTORED	4	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	7	
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1	
WARNING GIVEN (VERBAL OR WRITTEN)	6	
MISCELLANEOUS CRIMES		**2**
ARREST MADE	1	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	
OBSTRUCTING JUSTICE		**7**
ARREST MADE	7	
SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)		**1**
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	1	
THEFT: RETAIL PETIT (SHOPLIFTING)		**3**
ARREST MADE	3	
TRAFFIC OFFENSE: DUI		**3**
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2	

TRESPASSING: OTHER	**75**
ARREST MADE	27
ASSISTANCE RENDERED	2
WARNING GIVEN (VERBAL OR WRITTEN)	46
	221

400 Quietwater 3/1/14-9/30/14 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT		**4**
ARREST MADE	2	
NO ARREST MADE	1	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	
ALCOHOL OFFENSE: (EXCEPT DUI)		**6**
NO ARREST MADE	1	
WARNING GIVEN (VERBAL OR WRITTEN)	5	
BATTERY		**14**
	1	
ARREST MADE	5	
CANCELLED BY COMPLAINANT	2	
NO ARREST MADE	6	
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC		**2**
ARREST MADE	2	
DISORDERLY CONDUCT (INCL. NOISE)		**9**
NO ARREST MADE	1	
PEACE RESTORED	1	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2	
WARNING GIVEN (VERBAL OR WRITTEN)	5	
DISORDERLY INTOXICATION		**15**
	1	
ARREST MADE	8	
CRIMINAL CITATION ISSUED	1	
NO ARREST MADE	1	
WARNING GIVEN (VERBAL OR WRITTEN)	3	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	

400 Quietwater 3/1/14-9/30/14 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY		**8**
ASSISTANCE RENDERED	3	
CANCELLED BY COMPLAINANT	1	
PEACE RESTORED	2	
WARNING GIVEN (VERBAL OR WRITTEN)	2	
DISTURBANCE: NON FAMILY		**65**
ASSISTANCE RENDERED	29	
CANCELLED BY COMPLAINANT	2	
CANCELLED BY DISPATCHER	4	
CANCELLED BY SUPERVISOR	1	
PEACE RESTORED	10	
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	11	
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1	
WARNING GIVEN (VERBAL OR WRITTEN)	6	
MISCELLANEOUS CRIMES		**2**
ARREST MADE	1	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	
OBSTRUCTING JUSTICE		**4**
ARREST MADE	4	
THEFT: RETAIL PETIT (SHOPLIFTING)		**11**
ARREST MADE	3	
ASSISTANCE RENDERED	1	
CANCELLED BY COMPLAINANT	1	
CRIMINAL CITATION ISSUED	4	
NO ARREST MADE	1	
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1	

TRAFFIC OFFENSE: DUI		**4**
ARREST MADE	3	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1	
TRESPASSING: OTHER		**42**
ARREST MADE	7	
ASSISTANCE RENDERED	1	
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1	
UNFOUNDED (NO CRIME)	1	
WARNING GIVEN (VERBAL OR WRITTEN)	32	

186

17B 3/1/13-9/30/13 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT	**1**
NO ARREST MADE	1
ALCOHOL OFFENSE: (EXCEPT DUI)	**110**
ARREST MADE	11
ASSISTANCE RENDERED	4
CIVIL MATTER	1
CRIMINAL CITATION ISSUED	5
NO ARREST MADE	4
TICKET ISSUED; NON TRAFFIC (ALARM, 02, TOBACCO)	3
TRAFFIC CITATION ISSUED	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
WARNING GIVEN (VERBAL OR WRITTEN)	78
ASSAULT	**1**
ARREST MADE	1
ASSAULT: AGGRAVATED	**4**
ARREST MADE	3
NO ARREST MADE	1
BATTERY	**62**
ARREST MADE	25
ASSISTANCE RENDERED	1
CANCELLED BY COMPLAINANT	4
FOLLOW UP INVESTIGATION	2
NO ARREST MADE	24
UNFOUNDED (NO CRIME)	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	5
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	**11**
ARREST MADE	11

BATTERY: AGGRAVATED	**6**
ARREST MADE	3
NO ARREST MADE	3
DISORDERLY CONDUCT (INCL. NOISE)	**147**
ARREST MADE	10
ASSISTANCE RENDERED	15
CANCELLED BY COMPLAINANT	2
CANCELLED BY DISPATCHER	3
CANCELLED BY SUPERVISOR	6
CIVIL MATTER	1
PEACE RESTORED	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	20
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	13
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	5
UNFOUNDED (NO CRIME)	3
WARNING GIVEN (VERBAL OR WRITTEN)	68

17B 3/1/13-9/30/13 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY INTOXICATION	**111**
ARREST MADE	58
ASSISTANCE RENDERED	3
CANCELLED BY COMPLAINANT	2
CANCELLED BY DISPATCHER	1
FOLLOW UP INVESTIGATION	1
NO ARREST MADE	1
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
WARNING GIVEN (VERBAL OR WRITTEN)	38
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	2
DISTURBANCE: FAMILY	**52**
ASSISTANCE RENDERED	18
CANCELLED BY DISPATCHER	2
CIVIL MATTER	2
NO ARREST MADE	4
PEACE RESTORED	15
TRAFFIC CITATION ISSUED	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	2
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	2
UNFOUNDED (NO CRIME)	1
WARNING GIVEN (VERBAL OR WRITTEN)	5

DISTURBANCE: NON FAMILY	**221**
ASSISTANCE RENDERED	96
CANCELLED BY COMPLAINANT	14
CANCELLED BY DISPATCHER	4
CIVIL MATTER	2
PEACE RESTORED	24
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	4
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	40
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	10
UNFOUNDED (NO CRIME)	6
WARNING GIVEN (VERBAL OR WRITTEN)	20
MISCELLANEOUS CRIMES	**7**
ARREST MADE	2
ASSISTANCE RENDERED	1
CRIMINAL CITATION ISSUED	1
WARNING GIVEN (VERBAL OR WRITTEN)	2
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
OBSTRUCTING JUSTICE	**25**
ARREST MADE	24
WARNING GIVEN (VERBAL OR WRITTEN)	1
SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	**5**
NO ARREST MADE	3
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	2

17B 3/1/13-9/30/13 Calls by dispatch location (Selected Call Disposition Codes)

THEFT: RETAIL PETIT (SHOPLIFTING)	**12**
ARREST MADE	8
CANCELLED BY COMPLAINANT	1
NO ARREST MADE	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
UNFOUNDED (NO CRIME)	1
TRAFFIC OFFENSE: DUI	**48**
ARREST MADE	9
ASSISTANCE RENDERED	2
REFERRED TO OTHER AGENCY	2
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	21
TRAFFIC CITATION ISSUED	3
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	10
UNFOUNDED (NO CRIME)	1
TRESPASSING: OTHER	**236**
ARREST MADE	48
ASSISTANCE RENDERED	15
NO ARREST MADE	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	10
UNFOUNDED (NO CRIME)	6
WARNING GIVEN (VERBAL OR WRITTEN)	155
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
1,059	

17B 3/1/14-9/30/14 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT	**5**
ARREST MADE	2
NO ARREST MADE	2
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
ALCOHOL OFFENSE: (EXCEPT DUI)	**51**
ARREST MADE	2
ASSISTANCE RENDERED	1
NO ARREST MADE	1
TRAFFIC CITATION ISSUED	2
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	3
WARNING GIVEN (VERBAL OR WRITTEN)	42
ASSAULT: AGGRAVATED	**1**
NO ARREST MADE	1
BATTERY	**62**
	2
ARREST MADE	24
CANCELLED BY COMPLAINANT	4
NO ARREST MADE	25
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	2
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	5
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	**10**
ARREST MADE	9
CANCELLED BY SUPERVISOR	1

17B 3/1/14-9/30/14 Calls by dispatch location (Selected Call Disposition Codes)

BATTERY: AGGRAVATED	**6**
	2
ARREST MADE	1
ASSISTANCE RENDERED	1
FOLLOW UP INVESTIGATION - WARRANT AFFIDAVIT	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
DISORDERLY CONDUCT (INCL. NOISE)	**122**
	2
ARREST MADE	6
ASSISTANCE RENDERED	19
CANCELLED BY COMPLAINANT	1
CANCELLED BY DISPATCHER	2
CANCELLED BY SUPERVISOR	6
NO ARREST MADE	1
PEACE RESTORED	1
REFERRED TO OTHER AGENCY	2
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	6
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	12
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	3
UNFOUNDED (NO CRIME)	4
WARNING GIVEN (VERBAL OR WRITTEN)	57

DISORDERLY INTOXICATION	**80**
	5
ARREST MADE	25
ASSISTANCE RENDERED	2
CANCELLED BY COMPLAINANT	1
CANCELLED BY DISPATCHER	1
CRIMINAL CITATION ISSUED	1
NO ARREST MADE	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	4
WARNING GIVEN (VERBAL OR WRITTEN)	39
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
DISTURBANCE: FAMILY	**30**
ASSISTANCE RENDERED	14
CANCELLED BY COMPLAINANT	3
NO ARREST MADE	1
PEACE RESTORED	7
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
WARNING GIVEN (VERBAL OR WRITTEN)	2

DISTURBANCE: NON FAMILY	271
	5
ASSISTANCE RENDERED	126
CANCELLED BY COMPLAINANT	6
CANCELLED BY DISPATCHER	9
CANCELLED BY SUPERVISOR	1
CIVIL MATTER	3
FOLLOW UP INVESTIGATION	1
PEACE RESTORED	34
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	2
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	40
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	21
UNFOUNDED (NO CRIME)	7
WARNING GIVEN (VERBAL OR WRITTEN)	16
DRUG OVERDOSE	1
NO ARREST MADE	1
MISCELLANEOUS CRIMES	4
ARREST MADE	1
WARNING GIVEN (VERBAL OR WRITTEN)	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	2
OBSTRUCTING JUSTICE	12
	1
ARREST MADE	8
CRIMINAL CITATION ISSUED	1
NO ARREST MADE	2
SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	4
	1
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	3

THEFT: RETAIL PETIT (SHOPLIFTING)	**29**
ARREST MADE	7
ASSISTANCE RENDERED	2
CANCELLED BY COMPLAINANT	3
CRIMINAL CITATION ISSUED	6
FOLLOW UP INVESTIGATION	1
FOLLOW UP INVESTIGATION- ARREST MADE	1
NO ARREST MADE	7
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21	**1**
TICKET ISSUED; NON TRAFFIC (ALARM, 02, TOBACCO)	1
TRAFFIC OFFENSE: DUI	**35**
ARREST MADE	8
ASSISTANCE RENDERED	2
CANCELLED BY SUPERVISOR	1
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	13
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	5
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
UNFOUNDED (NO CRIME)	3
WARNING GIVEN (VERBAL OR WRITTEN)	1

TRESPASSING: OTHER	185
ARREST MADE	17
ASSISTANCE RENDERED	11
CANCELLED BY COMPLAINANT	4
NO ARREST MADE	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	13
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
UNFOUNDED (NO CRIME)	2
WARNING GIVEN (VERBAL OR WRITTEN)	135

909

Wanda M. Pearcey

From: Dianne C. Simpson
Sent: Friday, March 31, 2017 8:04 AM
To: Wanda M. Pearcey
Subject: FW: Requested Stats
Attachments: 2015 Pensacola Beach.pdf; ATT00001.htm; 2016 Pensacola Beach.pdf; ATT00002.htm; 2015-400 Quietwater.pdf; ATT00003.htm; 2016-400 Quietwater.pdf; ATT00004.htm

Dianne Simpson
Assistant to County Attorney
Alison P. Rogers
221 Palafox Place, Ste. 430
Pensacola, Florida 32502

(850) 595-4970 - Office
(850) 595-4979 - Facsimile

-----Original Message-----
From: Alison A. Rogers [mailto:aarogers@co.escambia.fl.us]
Sent: Thursday, March 30, 2017 5:54 PM
To: Dianne C. Simpson
Subject: FW: Requested Stats

From: Eric Haines[SMTP:EHAINES@ESCAMBIASO.COM]
Sent: Thursday, March 30, 2017 5:53:37 PM
To: Alison A. Rogers
Subject: Fwd: Requested Stats
Auto forwarded by a Rule

These were the 2015/16 ones. Let me know if you need anything else.

Sent from my iPhone

Begin forwarded message:

From: Eric Haines <ehaines@escambiaso.com<mailto:ehaines@escambiaso.com>>
Date: March 9, 2017 at 3:19:37 PM CST
To: "'Jack R. Brown'" <jrbrown@co.escambia.fl.us<mailto:jrbrown@co.escambia.fl.us>>, "Angela D. Crawley (adcrawle@co.escambia.fl.us<mailto:adcrawle@co.escambia.fl.us>)" <adcrawle@co.escambia.fl.us<mailto:adcrawle@co.escambia.fl.us>>
Subject: Requested Stats

Attached, please find the requested stats referred to in this morning's COW. The first set compares potentially alcohol related crimes for all of Pensacola Beach from 3/1/2015-9/30/2015 and compares them to the same time frame in 2016. The second set is the same but it is specific to 400 Quietwater Beach which includes the boardwalk and parking lot area only. Please forward these to the Commissioners. I will be forwarding them to representatives of Robert Rinke, Lewis Bear Jr., and they were also requested by WEARTV.

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT 3

NO ARREST MADE 3

ECSO15CAD050058	3/16/2015 9:29:37PM	1	AFFRAY/RIOT	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD093904	5/16/2015 3:54:32AM	1	AFFRAY/RIOT	NO ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD183558	9/13/2015 11:48:48PM	1	AFFRAY/RIOT	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

ALCOHOL OFFENSE: (EXCEPT DUI) 13

ARREST MADE 2

ECSO15CAD047989	3/13/2015 10:21:23PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD047992	3/13/2015 10:25:42PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					

CRIMINAL CITATION ISSUED 2

ECSO15CAD058961	3/29/2015 2:45:50PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	CRIMINAL CITATION ISSUED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD058962	3/29/2015 2:46:20PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	CRIMINAL CITATION ISSUED	400 QUIETWATER BEACH RD	
17	B					

WARNING GIVEN (VERBAL OR WRITTEN) 7

ECSO15CAD075271	4/21/2015 2:20:18PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD103039	5/28/2015 2:38:07AM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD105231	5/31/2015 12:56:45AM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD110265	6/6/2015 9:23:03PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD136133	7/11/2015 10:35:59PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD150824	7/31/2015 9:20:32PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD152060	8/2/2015 6:12:55PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 2

ECSO15CAD061162	4/1/2015 3:47:04PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD084276	5/3/2015 4:38:12PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

ASSAULT — 1

NO ARREST MADE — 1

ECSO15CAD077553	4/24/2015 1:04:29PM	1	ASSAULT	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

ASSAULT: AGGRAVATED — 1

ARREST MADE — 1

ECSO15CAD068715	4/11/2015 9:13:14PM	1	ASSAULT: AGGRAVATED	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

BATTERY — 9

ECSO15CAD043612	3/7/2015 5:56:44PM	1	BATTERY		400 QUIETWATER BEACH RD D	1
17	B					

ARREST MADE — 4

ECSO15CAD039476	3/1/2015 11:25:01PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD110112	6/6/2015 5:26:05PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD131047	7/5/2015 12:45:32AM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD143455	7/22/2015 1:40:42AM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

NO ARREST MADE — 3

ECSO15CAD114772	6/13/2015 1:21:33AM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD120475	6/20/2015 7:47:33PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD151664	8/2/2015 2:09:51AM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD D	
17	B					

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 1

ECSO15CAD135830	7/11/2015 3:33:13PM	1	BATTERY	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD	
17	B					

BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC 3

						1
ECSO15CAD115464	6/13/2015	11:53:19PM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC		400 QUIETWATER BEACH RD
17 B						
ARREST MADE						2
ECSO15CAD073522	4/18/2015	11:54:31PM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO15CAD121152	6/21/2015	7:15:48PM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	ARREST MADE	400 QUIETWATER BEACH RD
17 B						

BATTERY: AGGRAVATED 1

NO ARREST MADE						1
ECSO15CAD166948	8/23/2015	12:25:26AM	1	BATTERY: AGGRAVATED	NO ARREST MADE	400 QUIETWATER BEACH RD
17 B						

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY CONDUCT (INCL. NOISE) 25

ARREST MADE 3

ECSO15CAD043211	3/7/2015 12:57:59AM	1	DISORDERLY CONDUCT (INCL. NOISE)	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD069127	4/12/2015 3:21:18PM	1	DISORDERLY CONDUCT (INCL. NOISE)	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD146363	7/26/2015 12:39:32AM	1	DISORDERLY CONDUCT (INCL. NOISE)	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

ASSISTANCE RENDERED 2

ECSO15CAD061504	4/2/2015 5:19:39AM	1	DISORDERLY CONDUCT (INCL. NOISE)	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD188696	9/20/2015 3:57:54PM	1	DISORDERLY CONDUCT (INCL. NOISE)	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT 1

ECSO15CAD087652	5/7/2015 10:34:23PM	1	DISORDERLY CONDUCT (INCL. NOISE)	REFERRED TO OTHER SHERIFF OFFICE	400 QUIETWATER BEACH RD	
17	B					

UNABLE TO LOCATE (SUSPECT OR VEHICLE) 2

ECSO15CAD135431	7/11/2015 1:57:50AM	1	DISORDERLY CONDUCT (INCL. NOISE)	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD156297	8/8/2015 1:52:29PM	1	DISORDERLY CONDUCT (INCL. NOISE)	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					

DISORDERLY CONDUCT (INCL. NOISE) 25

WARNING GIVEN (VERBAL OR WRITTEN) 17

ECSO15CAD043187	3/6/2015 11:49:33PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD043878	3/8/2015 1:22:09AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD044198	3/8/2015 4:49:23PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD048576	3/14/2015 7:05:49PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD086017	5/5/2015 7:42:06PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD099145	5/22/2015 8:25:50PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD099146	5/22/2015 8:26:52PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD102179	5/27/2015 12:55:16AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD110201	6/6/2015 8:01:41PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD113988	6/12/2015 2:56:52AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD126063	6/28/2015 2:54:13PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	17	B
ECSO15CAD126156	6/28/2015 5:14:40PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD131060	7/5/2015 1:08:37AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD133079	7/8/2015 12:27:04AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD140587	7/18/2015 1:27:15AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD146362	7/26/2015 12:39:00AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD151588	8/1/2015 11:34:09PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY INTOXICATION 24

						2
ECSO15CAD083911	5/3/2015 12:56:45AM	1	DISORDERLY INTOXICATION		400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD140582	7/18/2015 1:10:23AM	1	DISORDERLY INTOXICATION		400 QUIETWATER BEACH RD	
17 B						
ARREST MADE						11
ECSO15CAD052981	3/20/2015 9:25:03PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD058742	3/29/2015 1:46:09AM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD063553	4/4/2015 10:21:37PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD072872	4/18/2015 1:15:25AM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD073483	4/18/2015 10:19:40PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD096617	5/19/2015 4:30:00PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD126267	6/28/2015 8:42:39PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD130709	7/4/2015 7:01:02PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD135796	7/11/2015 2:31:29PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD146989	7/26/2015 11:06:20PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
ECSO15CAD151449	8/1/2015 8:04:18PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD D	
17 B						
ASSISTANCE RENDERED						1
ECSO15CAD130150	7/3/2015 10:46:17PM	1	DISORDERLY INTOXICATION	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
NO ARREST MADE						1
ECSO15CAD126157	6/28/2015 5:15:57PM	1	DISORDERLY INTOXICATION	NO ARREST MADE	400 QUIETWATER BEACH RD	
17 B						
PAPERS SERVED						1
ECSO15CAD086340	5/6/2015 9:50:34AM	1	DISORDERLY INTOXICATION	PAPERS SERVED	400 QUIETWATER BEACH RD	
17 B						

DISORDERLY INTOXICATION 24

UNABLE TO LOCATE (SUSPECT OR VEHICLE) 2

ECSO15CAD049863	3/16/2015 3:42:45PM	1	DISORDERLY INTOXICATION	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD127838	6/30/2015 9:08:08PM	1	DISORDERLY INTOXICATION	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					

WARNING GIVEN (VERBAL OR WRITTEN) 5

ECSO15CAD109551	6/5/2015 9:43:44PM	1	DISORDERLY INTOXICATION	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD119831	6/19/2015 10:40:45PM	1	DISORDERLY INTOXICATION	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD133078	7/8/2015 12:24:44AM	1	DISORDERLY INTOXICATION	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD146365	7/26/2015 12:40:38AM	1	DISORDERLY INTOXICATION	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD178351	9/7/2015 2:10:13AM	1	DISORDERLY INTOXICATION	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 1

ECSO15CAD135708	7/11/2015 12:35:25PM	1	DISORDERLY INTOXICATION	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY — 11

ASSISTANCE RENDERED — 7

ECSO15CAD075464	4/21/2015 6:28:15PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD090692	5/11/2015 10:04:55PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD095809	5/18/2015 5:20:00PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135292	7/10/2015 10:03:27PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD146832	7/26/2015 6:34:21PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD177623	9/5/2015 11:51:40PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD183285	9/13/2015 4:13:10PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					

CANCELLED BY SUPERVISOR — 1

ECSO15CAD148424	7/28/2015 6:29:37PM	1	DISTURBANCE: FAMILY	CANCELLED BY SUPERVISOR	400 QUIETWATER BEACH RD	
17	B					

PEACE RESTORED — 2

ECSO15CAD118088	6/17/2015 4:11:16PM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD157167	8/9/2015 8:07:40PM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					

UNABLE TO LOCATE (SUSPECT OR VEHICLE) — 1

ECSO15CAD051462	3/18/2015 6:29:36PM	1	DISTURBANCE: FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD D	
17	B					

DISTURBANCE: NON FAMILY	44

DISTURBANCE: NON FAMILY

44

ASSISTANCE RENDERED

23

ECSO15CAD044472	3/9/2015 1:46:44AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD050577	3/17/2015 3:46:41PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD059938	3/30/2015 9:15:18PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD063536	4/4/2015 9:58:09PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD063659	4/5/2015 1:27:58AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD065750	4/7/2015 10:51:45PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD073419	4/18/2015 8:21:35PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD083458	5/2/2015 12:13:25PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD083895	5/3/2015 12:16:15AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD091382	5/12/2015 7:40:23PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD095074	5/17/2015 8:34:53PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD100778	5/25/2015 3:25:40AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD108063	6/4/2015 1:09:17AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD125076	6/27/2015 12:45:43AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD125728	6/27/2015 11:30:23PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD126148	6/28/2015 5:03:14PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135685	7/11/2015 11:47:48AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135699	7/11/2015 12:25:04PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135879	7/11/2015 4:38:08PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD140578	7/18/2015 12:58:10AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD140590	7/18/2015 1:29:44AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: NON FAMILY — 44

ASSISTANCE RENDERED — 23

ECSO15CAD150206	7/31/2015 12:58:26AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD151658	8/2/2015 1:50:38AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					

CANCELLED BY COMPLAINANT — 1

ECSO15CAD086683	5/6/2015 5:12:12PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					

CANCELLED BY DISPATCHER — 1

ECSO15CAD086018	5/5/2015 7:42:10PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY DISPATCHER	400 QUIETWATER BEACH RD	
17	B					

PEACE RESTORED — 8

ECSO15CAD059125	3/29/2015 7:06:50PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD130616	7/4/2015 4:35:18PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD131049	7/5/2015 12:52:17AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD156718	8/9/2015 1:38:07AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD158726	8/11/2015 8:30:48PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD178843	9/7/2015 5:40:36PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD188426	9/20/2015 3:23:52AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD192883	9/25/2015 10:31:27PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					

UNABLE TO LOCATE (SUSPECT OR VEHICLE) — 3

ECSO15CAD059967	3/30/2015 10:07:47PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD118075	6/17/2015 3:54:41PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD169148	8/25/2015 9:35:14PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: NON FAMILY — 44

UNABLE TO LOCATE INCIDENT OR COMPLAINANT — 3

ECSO15CAD063638	4/5/2015 12:34:46AM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD095051	5/17/2015 7:45:40PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD110926	6/7/2015 8:55:55PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					

WARNING GIVEN (VERBAL OR WRITTEN) — 5

ECSO15CAD050768	3/17/2015 8:45:42PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD091388	5/12/2015 7:50:24PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD130697	7/4/2015 6:53:00PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD131076	7/5/2015 1:24:19AM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD135761	7/11/2015 1:41:33PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

OBSTRUCTING JUSTICE — 2

ARREST MADE — 2

ECSO15CAD080683	4/28/2015 8:11:35PM	1	OBSTRUCTING JUSTICE	ARREST MADE	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD171472	8/29/2015 1:30:38AM	1	OBSTRUCTING JUSTICE	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					

SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY) — 1

TRANSPORT TO MEDICAL FAC./DETOX/JAIL — 1

ECSO15CAD192984	9/26/2015 2:48:32AM	1	SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	TRANSPORT TO MEDICAL FAC./DETOX/JAIL	400 QUIETWATER BEACH RD D	
17	B					

THEFT: RETAIL PETIT (SHOPLIFTING) 3

CANCELLED BY COMPLAINANT 1

ECSO15CAD155198	8/7/2015	1:04:28AM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD
17	B					

NO ARREST MADE 1

ECSO15CAD063274	4/4/2015	2:46:03PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	NO ARREST MADE	400 QUIETWATER BEACH RD C
17	B					

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 1

ECSO15CAD063385	4/4/2015	5:34:01PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD C
17	B					

TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21 1

TRAFFIC CITATION ISSUED 1

ECSO15CAD130667	7/4/2015	6:03:59PM	1	TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21	TRAFFIC CITATION ISSUED	400 QUIETWATER BEACH RD
17	B					

TRAFFIC OFFENSE: DUI 5

ARREST MADE 3

ECSO15CAD083903	5/3/2015	12:24:17AM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD
17	B					
ECSO15CAD151476	8/1/2015	9:01:46PM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD
17	B					
ECSO15CAD156727	8/9/2015	2:02:29AM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD
17	B					

NO ARREST MADE 1

ECSO15CAD109666	6/6/2015	1:03:23AM	1	TRAFFIC OFFENSE: DUI	NO ARREST MADE	400 QUIETWATER BEACH RD
17	B					

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT 1

ECSO15CAD063212	4/4/2015	12:38:19PM	1	TRAFFIC OFFENSE: DUI	REFERRED TO OTHER SHERIFF OFFICE	400 QUIETWATER BEACH RD
17	B					

TRESPASSING: OTHER

73

					3
ECSO15CAD043217	3/7/2015 1:22:11AM	1	TRESPASSING: OTHER		400 QUIETWATER BEACH RD
17 B					
ECSO15CAD048758	3/15/2015 12:00:49AM	1	TRESPASSING: OTHER		400 QUIETWATER BEACH RD
17 B					
ECSO15CAD090931	5/12/2015 8:58:48AM	1	TRESPASSING: OTHER		400 QUIETWATER BEACH RD
17 B					

ARREST MADE

13

ECSO15CAD043812	3/7/2015 11:30:33PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD D
17 B					
ECSO15CAD078624	4/25/2015 9:36:59PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD100628	5/24/2015 10:01:56PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD120992	6/21/2015 2:02:50PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD121138	6/21/2015 6:46:11PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD130963	7/4/2015 11:10:46PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD135810	7/11/2015 2:57:16PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD148057	7/28/2015 10:06:28AM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD151651	8/2/2015 1:40:20AM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD161111	8/15/2015 1:13:03AM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD162880	8/17/2015 7:44:25PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD167580	8/23/2015 11:42:39PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD177968	9/6/2015 3:36:38PM	1	TRESPASSING: OTHER	ARREST MADE	400 QUIETWATER BEACH RD
17 B					

ASSISTANCE RENDERED

2

ECSO15CAD100769	5/25/2015 3:00:31AM	1	TRESPASSING: OTHER	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD
17 B					
ECSO15CAD153720	8/4/2015 11:38:52PM	1	TRESPASSING: OTHER	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD
17 B					

TRAFFIC CITATION ISSUED

1

ECSO15CAD046504	3/11/2015 5:51:29PM	1	TRESPASSING: OTHER	TRAFFIC CITATION ISSUED	400 QUIETWATER BEACH RD
17 B					

TRESPASSING: OTHER

73

WARNING GIVEN (VERBAL OR WRITTEN)

54

ECSO15CAD043136	3/6/2015 10:13:52PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD043142	3/6/2015 10:28:18PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD043175	3/6/2015 11:26:33PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD043193	3/7/2015 12:07:19AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD043197	3/7/2015 12:21:26AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD047909	3/13/2015 7:51:13PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD048709	3/14/2015 10:46:39PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD053627	3/21/2015 7:52:03PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD058668	3/28/2015 11:05:33PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD059056	3/29/2015 5:01:56PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD059759	3/30/2015 4:16:16PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD061194	4/1/2015 4:53:09PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD061941	4/2/2015 4:54:46PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD062626	4/3/2015 4:27:14PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD071948	4/16/2015 6:33:52PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD072879	4/18/2015 1:22:04AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD073547	4/19/2015 12:37:03AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD084355	5/3/2015 7:08:00PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD088470	5/9/2015 12:43:11AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD094220	5/16/2015 3:24:50PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD094514	5/16/2015 11:04:17PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					

TRESPASSING: OTHER

73

WARNING GIVEN (VERBAL OR WRITTEN)

54

ECSO15CAD098474	5/21/2015 11:50:55PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD100622	5/24/2015 9:47:43PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD101061	5/25/2015 2:24:08PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO15CAD101467	5/26/2015 4:06:11AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD104345	5/29/2015 5:44:56PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD108871	6/5/2015 12:12:39AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD108877	6/5/2015 12:37:59AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD109644	6/6/2015 12:22:08AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD114111	6/12/2015 9:11:22AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD119660	6/19/2015 5:17:37PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD123396	6/24/2015 6:41:56PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD124963	6/26/2015 9:56:22PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD125456	6/27/2015 3:52:24PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD130233	7/4/2015 2:01:26AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO15CAD130945	7/4/2015 10:47:18PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD131457	7/5/2015 5:55:26PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD133057	7/7/2015 11:35:34PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135734	7/11/2015 1:09:23PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135800	7/11/2015 2:42:52PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD135816	7/11/2015 3:03:53PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO15CAD136254	7/12/2015 2:40:09AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					

TRESPASSING: OTHER

73

WARNING GIVEN (VERBAL OR WRITTEN)

54

ECSO15CAD139648	7/16/2015 5:51:18PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	17	B
ECSO15CAD150930	8/1/2015 12:43:53AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD151600	8/1/2015 11:57:04PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD157130	8/9/2015 7:03:51PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD158735	8/11/2015 8:56:39PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD178190	9/6/2015 9:06:05PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD178309	9/7/2015 12:26:37AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD179132	9/8/2015 1:24:25AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD182109	9/11/2015 10:12:29PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO15CAD187465	9/18/2015 7:11:38PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD192970	9/26/2015 2:00:41AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	17	B
ECSO15CAD193522	9/26/2015 8:12:59PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B

220

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

ALCOHOL OFFENSE: (EXCEPT DUI) — 24

CRIMINAL CITATION ISSUED — 1

ECSO16CAD091574	4/30/2016 4:16:52PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	CRIMINAL CITATION ISSUED	400 QUIETWATER BEACH RD	
17	B					

NO ARREST MADE — 1

ECSO16CAD065025	3/27/2016 2:00:34AM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	NO ARREST MADE	400 QUIETWATER BEACH RD	
17	B					

TICKET ISSUED; NON TRAFFIC (ALARM, 02, TOBACCO) — 1

ECSO16CAD091572	4/30/2016 4:16:16PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	TICKET ISSUED; NON TRAFFIC (ALARM, 02,	400 QUIETWATER BEACH RD	
17	B					

WARNING GIVEN (VERBAL OR WRITTEN) — 20

ECSO16CAD044942	3/1/2016 6:44:49PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD048882	3/6/2016 6:37:35PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD049483	3/7/2016 1:40:33PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD051625	3/9/2016 11:34:07PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD055365	3/14/2016 5:20:54PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD055374	3/14/2016 5:29:57PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD058007	3/17/2016 4:58:50PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD058029	3/17/2016 5:25:20PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO16CAD059259	3/19/2016 2:37:16PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD070836	4/3/2016 7:42:49PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD075622	4/9/2016 7:46:16PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD086056	4/23/2016 11:58:31AM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD087028	4/24/2016 4:13:33PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD087151	4/24/2016 7:34:17PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD089236	4/27/2016 2:33:00PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD090949	4/29/2016 7:08:14PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

ALCOHOL OFFENSE: (EXCEPT DUI) — 24

WARNING GIVEN (VERBAL OR WRITTEN) — 20

ECSO16CAD097170	5/7/2016 9:21:13PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD137313	6/27/2016 6:00:53PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD149530	7/11/2016 11:25:05PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD175668	8/13/2016 11:54:07PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 1

ECSO16CAD102635	5/14/2016 1:23:50PM	1	ALCOHOL OFFENSE: (EXCEPT DUI)	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

BATTERY

14

					1
ECSO16CAD210163	9/24/2016 11:57:01PM	1	BATTERY		400 QUIETWATER BEACH RD
17 B					

ARREST MADE

					4
ECSO16CAD109097	5/22/2016 8:21:36PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD D
17 B					
ECSO16CAD143415	7/4/2016 5:21:55PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD169457	8/5/2016 9:04:16PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD210088	9/24/2016 10:18:29PM	1	BATTERY	ARREST MADE	400 QUIETWATER BEACH RD
17 B					

CANCELLED BY COMPLAINANT

					1
ECSO16CAD058224	3/17/2016 11:40:49PM	1	BATTERY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD
17 B					

NO ARREST MADE

					7
ECSO16CAD087197	4/24/2016 9:25:34PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD099826	5/10/2016 11:57:10PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD113500	5/28/2016 2:57:06AM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD143642	7/4/2016 9:01:56PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD C
17 B					
ECSO16CAD143854	7/4/2016 11:47:10PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD C
17 B					
ECSO16CAD175575	8/13/2016 9:44:25PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD C
17 B					
ECSO16CAD201567	9/14/2016 4:36:23PM	1	BATTERY	NO ARREST MADE	400 QUIETWATER BEACH RD D
17 B					

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT

					1
ECSO16CAD175564	8/13/2016 9:22:54PM	1	BATTERY	REFERRED TO OTHER SHERIFF OFFICE	400 QUIETWATER BEACH RD
17 B					

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC — 4

					1
ECSO16CAD109070	5/22/2016 7:36:10PM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC		400 QUIETWATER BEACH RD
17 B					
ARREST MADE					3
ECSO16CAD081060	4/17/2016 1:32:24AM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD136079	6/26/2016 2:13:01AM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD136447	6/26/2016 4:29:45PM	1	BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	ARREST MADE	400 QUIETWATER BEACH RD
17 B					

BATTERY: AGGRAVATED — 1

ARREST MADE					1
ECSO16CAD114017	5/28/2016 6:57:15PM	1	BATTERY: AGGRAVATED	ARREST MADE	400 QUIETWATER BEACH RD
17 B					

DISORDERLY CONDUCT (INCL. NOISE) — 9

ARREST MADE					1
ECSO16CAD081070	4/17/2016 1:53:16AM	1	DISORDERLY CONDUCT (INCL. NOISE)	ARREST MADE	400 QUIETWATER BEACH RD
17 B					
ASSISTANCE RENDERED					1
ECSO16CAD113304	5/27/2016 9:24:21PM	1	DISORDERLY CONDUCT (INCL. NOISE)	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD
17 B					
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT					2
ECSO16CAD152932	7/16/2016 9:00:02AM	1	DISORDERLY CONDUCT (INCL. NOISE)	REFERRED TO OTHER SHERIFF OFFICE	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD153244	7/16/2016 3:19:11PM	1	DISORDERLY CONDUCT (INCL. NOISE)	REFERRED TO OTHER SHERIFF OFFICE	400 QUIETWATER BEACH RD
17 B					
WARNING GIVEN (VERBAL OR WRITTEN)					5
ECSO16CAD048856	3/6/2016 5:52:47PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD053896	3/13/2016 12:32:36AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD066945	3/29/2016 5:16:02PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD099810	5/10/2016 11:21:15PM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
17 B					
ECSO16CAD152982	7/16/2016 10:18:04AM	1	DISORDERLY CONDUCT (INCL. NOISE)	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
17 B					

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY INTOXICATION — 13

						1
ECSO16CAD087224	4/24/2016	10:09:09PM	1	DISORDERLY INTOXICATION		400 QUIETWATER BEACH RD
17 B						

ARREST MADE — 7

ECSO16CAD076290	4/10/2016	6:11:04PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD113301	5/27/2016	9:23:11PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD124546	6/11/2016	2:33:38AM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD130453	6/18/2016	9:43:34PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD142024	7/3/2016	1:15:55AM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD C
17 B						
ECSO16CAD143391	7/4/2016	4:55:27PM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD209425	9/24/2016	2:31:35AM	1	DISORDERLY INTOXICATION	ARREST MADE	400 QUIETWATER BEACH RD D
17 B						

ASSISTANCE RENDERED — 2

ECSO16CAD081576	4/17/2016	7:54:41PM	1	DISORDERLY INTOXICATION	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD198447	9/10/2016	7:45:41PM	1	DISORDERLY INTOXICATION	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD
17 B						

NO ARREST MADE — 1

ECSO16CAD115152	5/30/2016	12:29:21AM	1	DISORDERLY INTOXICATION	NO ARREST MADE	400 QUIETWATER BEACH RD
17 B						

UNABLE TO LOCATE INCIDENT OR COMPLAINANT — 1

ECSO16CAD109806	5/23/2016	6:52:52PM	1	DISORDERLY INTOXICATION	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD C
17 B						

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 1

ECSO16CAD125667	6/12/2016	4:59:51PM	1	DISORDERLY INTOXICATION	WARRANT AFFIDAVIT PREPARED	400 QUIETWATER BEACH RD
17 B						

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY — 11

ASSISTANCE RENDERED — 4

ECSO16CAD069891	4/2/2016 3:51:48PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD113490	5/28/2016 2:24:17AM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD125126	6/11/2016 9:38:18PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD158391	7/22/2016 11:15:16PM	1	DISTURBANCE: FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B					

CANCELLED BY COMPLAINANT — 1

ECSO16CAD153075	7/16/2016 12:43:07PM	1	DISTURBANCE: FAMILY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					

PEACE RESTORED — 5

ECSO16CAD076313	4/10/2016 6:41:31PM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD091918	5/1/2016 1:56:38AM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD103076	5/14/2016 11:18:42PM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD159654	7/24/2016 3:23:00PM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD181815	8/21/2016 1:44:31AM	1	DISTURBANCE: FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD	
17	B					

WARNING GIVEN (VERBAL OR WRITTEN) — 1

ECSO16CAD102294	5/14/2016 12:59:20AM	1	DISTURBANCE: FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

DISTURBANCE: NON FAMILY 58

1

ECSO16CAD058063	3/17/2016	6:35:25PM	1	DISTURBANCE: NON FAMILY	400 QUIETWATER BEACH RD
17	B				

DISTURBANCE: NON FAMILY

58

ASSISTANCE RENDERED

21

ECSO16CAD048027	3/5/2016 4:02:35PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD080773	4/16/2016 6:26:22PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17 B						
ECSO16CAD087132	4/24/2016 7:02:28PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD103615	5/15/2016 5:32:50PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD113280	5/27/2016 8:56:52PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD120261	6/5/2016 7:08:04PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD124535	6/11/2016 2:10:46AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17 B						
ECSO16CAD130565	6/19/2016 12:42:12AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD135508	6/25/2016 11:05:05AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17 B						
ECSO16CAD143865	7/4/2016 11:57:11PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD152635	7/15/2016 9:31:24PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD C	
17 B						
ECSO16CAD152744	7/16/2016 12:40:04AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD153299	7/16/2016 4:27:29PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD153383	7/16/2016 6:18:07PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD153407	7/16/2016 6:56:12PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD153419	7/16/2016 7:08:43PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD153955	7/17/2016 1:29:54PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD158399	7/22/2016 11:24:15PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD159162	7/23/2016 10:48:51PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD181746	8/20/2016 11:33:51PM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						
ECSO16CAD203728	9/17/2016 8:55:47AM	1	DISTURBANCE: NON FAMILY	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17 B						

DISTURBANCE: NON FAMILY

58

CANCELLED BY COMPLAINANT

3

ECSO16CAD134838	6/24/2016	1:35:42PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD181537	8/20/2016	5:50:54PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD194176	9/5/2016	5:39:42PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD
17 B						

CANCELLED BY SUPERVISOR

1

ECSO16CAD129027	6/16/2016	10:28:00PM	1	DISTURBANCE: NON FAMILY	CANCELLED BY SUPERVISOR	400 QUIETWATER BEACH RD
17 B						

CIVIL MATTER

1

ECSO16CAD114335	5/29/2016	2:34:00AM	1	DISTURBANCE: NON FAMILY	CIVIL MATTER	400 QUIETWATER BEACH RD D
17 B						

PEACE RESTORED

11

ECSO16CAD044960	3/1/2016	7:13:41PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD D
17 B						
ECSO16CAD047455	3/4/2016	8:00:42PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD052478	3/11/2016	12:04:56AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD C
17 B						
ECSO16CAD060078	3/20/2016	6:23:00PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD075062	4/8/2016	11:29:07PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD076501	4/11/2016	1:55:17AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD081069	4/17/2016	1:52:54AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD113432	5/28/2016	12:24:11AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD160679	7/25/2016	8:17:43PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD174980	8/13/2016	12:30:33AM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD176135	8/14/2016	4:51:50PM	1	DISTURBANCE: NON FAMILY	PEACE RESTORED	400 QUIETWATER BEACH RD
17 B						

DISTURBANCE: NON FAMILY 58

UNABLE TO LOCATE (SUSPECT OR VEHICLE) 7

ECSO16CAD054404	3/13/2016	5:13:56PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD055530	3/14/2016	8:34:41PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD081591	4/17/2016	8:23:46PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD123017	6/9/2016	8:43:21AM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD133399	6/22/2016	6:55:00PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD136577	6/26/2016	8:12:41PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD165190	7/31/2016	1:38:23PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD D	
17	B						

UNABLE TO LOCATE INCIDENT OR COMPLAINANT 4

ECSO16CAD083225	4/19/2016	7:07:17PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD120444	6/6/2016	1:06:40AM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD130364	6/18/2016	7:07:59PM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD181833	8/21/2016	2:58:34AM	1	DISTURBANCE: NON FAMILY	UNABLE TO LOCATE INCIDENT OR COMPLAINANT	400 QUIETWATER BEACH RD	
17	B						

DISTURBANCE: NON FAMILY 58

WARNING GIVEN (VERBAL OR WRITTEN) 9

ECSO16CAD053715	3/12/2016 8:28:35PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	
17	B					
ECSO16CAD053720	3/12/2016 8:34:32PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO16CAD058226	3/17/2016 11:48:59PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD081682	4/17/2016 11:09:05PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD091957	5/1/2016 4:44:34AM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D	
17	B					
ECSO16CAD097667	5/8/2016 3:05:06PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD098663	5/9/2016 5:09:03PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD112548	5/27/2016 1:41:59AM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD153321	7/16/2016 4:49:06PM	1	DISTURBANCE: NON FAMILY	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	
17	B					

MISCELLANEOUS CRIMES 1

NO ARREST MADE 1

ECSO16CAD146753	7/8/2016 8:50:06AM	1	MISCELLANEOUS CRIMES	NO ARREST MADE	400 QUIETWATER BEACH RD
17	B				

OBSTRUCTING JUSTICE 1

ARREST MADE 1

ECSO16CAD076257	4/10/2016 5:23:54PM	1	OBSTRUCTING JUSTICE	ARREST MADE	400 QUIETWATER BEACH RD D
17	B				

SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY) 3

NO ARREST MADE 1

ECSO16CAD192396	9/3/2016 2:31:01AM	1	SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	NO ARREST MADE	400 QUIETWATER BEACH RD
17	B				

TRANSPORT TO MEDICAL FAC./DETOX/JAIL 2

ECSO16CAD053906	3/13/2016 12:44:18AM	1	SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	TRANSPORT TO MEDICAL FAC./DETOX/JAIL	400 QUIETWATER BEACH RD
17	B				
ECSO16CAD141444	7/2/2016 1:04:54PM	1	SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	TRANSPORT TO MEDICAL FAC./DETOX/JAIL	400 QUIETWATER BEACH RD D
17	B				

THEFT: RETAIL PETIT (SHOPLIFTING) 8

ARREST MADE 4

ECSO16CAD079956	4/15/2016 4:00:44PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD080811	4/16/2016 7:24:38PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	ARREST MADE	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD111636	5/25/2016 10:22:09PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					
ECSO16CAD159202	7/23/2016 11:58:51PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					

CANCELLED BY COMPLAINANT 2

ECSO16CAD088814	4/26/2016 10:40:23PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					
ECSO16CAD191846	9/2/2016 12:19:40PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	CANCELLED BY COMPLAINANT	400 QUIETWATER BEACH RD	
17	B					

CRIMINAL CITATION ISSUED 1

ECSO16CAD151470	7/14/2016 12:39:08PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	CRIMINAL CITATION ISSUED	400 QUIETWATER BEACH RD	
17	B					

NO ARREST MADE 1

ECSO16CAD188758	8/29/2016 7:03:51PM	1	THEFT: RETAIL PETIT (SHOPLIFTING)	NO ARREST MADE	400 QUIETWATER BEACH RD C	
17	B					

TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21 1

TRAFFIC CITATION ISSUED 1

ECSO16CAD075014	4/8/2016 9:55:58PM	1	TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21	TRAFFIC CITATION ISSUED	400 QUIETWATER BEACH RD	
17	B					

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

TRAFFIC OFFENSE: DUI

7

ARREST MADE

5

ECSO16CAD053897	3/13/2016	12:33:35AM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD059339	3/19/2016	4:21:28PM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD C	
17	B						
ECSO16CAD070242	4/3/2016	12:32:24AM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD108557	5/22/2016	2:09:25AM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD	
17	B						
ECSO16CAD125116	6/11/2016	9:23:51PM	1	TRAFFIC OFFENSE: DUI	ARREST MADE	400 QUIETWATER BEACH RD D	
17	B						

ASSISTANCE RENDERED

1

ECSO16CAD091018	4/29/2016	8:52:39PM	1	TRAFFIC OFFENSE: DUI	ASSISTANCE RENDERED	400 QUIETWATER BEACH RD	
17	B						

UNABLE TO LOCATE (SUSPECT OR VEHICLE)

1

ECSO16CAD107644	5/20/2016	7:35:33PM	1	TRAFFIC OFFENSE: DUI	UNABLE TO LOCATE (SUSPECT OR VEHICLE)	400 QUIETWATER BEACH RD C	
17	B						

400 Quietwater 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

TRESPASSING: OTHER

39

ECSO16CAD058071	3/17/2016 6:49:20PM	1	TRESPASSING: OTHER		1	400 QUIETWATER BEACH RD
17 B						

ARREST MADE

ECSO16CAD049018	3/6/2016 10:36:09PM	1	TRESPASSING: OTHER	ARREST MADE	6	400 QUIETWATER BEACH RD
17 B						
ECSO16CAD062796	3/24/2016 12:04:57AM	1	TRESPASSING: OTHER	ARREST MADE		400 QUIETWATER BEACH RD
17 B						
ECSO16CAD129042	6/16/2016 10:55:11PM	1	TRESPASSING: OTHER	ARREST MADE		400 QUIETWATER BEACH RD
17 B						
ECSO16CAD142867	7/4/2016 12:09:27AM	1	TRESPASSING: OTHER	ARREST MADE		400 QUIETWATER BEACH RD
17 B						
ECSO16CAD143404	7/4/2016 5:13:40PM	1	TRESPASSING: OTHER	ARREST MADE		400 QUIETWATER BEACH RD
17 B						
ECSO16CAD192336	9/3/2016 12:18:55AM	1	TRESPASSING: OTHER	ARREST MADE		400 QUIETWATER BEACH RD
17 B						

ASSISTANCE RENDERED

ECSO16CAD085770	4/23/2016 12:44:25AM	1	TRESPASSING: OTHER	ASSISTANCE RENDERED	1	400 QUIETWATER BEACH RD
17 B						

CANCELLED BY COMPLAINANT

ECSO16CAD060014	3/20/2016 4:27:39PM	1	TRESPASSING: OTHER	CANCELLED BY COMPLAINANT	1	400 QUIETWATER BEACH RD
17 B						

TRESPASSING: OTHER

WARNING GIVEN (VERBAL OR WRITTEN)

39

30

ECSO16CAD048368	3/6/2016 1:02:07AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD053877	3/13/2016 12:06:04AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD061528	3/22/2016 1:02:56PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD071032	4/4/2016 2:23:09AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD074234	4/7/2016 10:02:46PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD081527	4/17/2016 6:05:58PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD098876	5/9/2016 9:26:49PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD102963	5/14/2016 9:02:04PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD113475	5/28/2016 1:47:04AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD115677	5/30/2016 5:55:19PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD120262	6/5/2016 7:08:30PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD125277	6/12/2016 1:06:12AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD132845	6/22/2016 6:07:00AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD137049	6/27/2016 12:13:18PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD147373	7/9/2016 12:57:15AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD154500	7/18/2016 7:40:40AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD162541	7/28/2016 4:58:57AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD D
ECSO16CAD163190	7/28/2016 9:44:10PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD164177	7/30/2016 6:08:17AM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD164457	7/30/2016 2:49:08PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD
ECSO16CAD169864	8/6/2016 12:22:13PM	1	TRESPASSING: OTHER	17	B	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD

TRESPASSING: OTHER

39

WARNING GIVEN (VERBAL OR WRITTEN)

30

ECSO16CAD170335	8/7/2016 12:58:32AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD170337	8/7/2016 1:01:48AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD187912	8/28/2016 5:53:27PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD192344	9/3/2016 12:37:07AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD192346	9/3/2016 12:40:42AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD195271	9/7/2016 12:36:10AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD197872	9/10/2016 12:20:55AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B
ECSO16CAD204683	9/18/2016 5:03:09PM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD C	17	B
ECSO16CAD211698	9/27/2016 2:14:41AM	1	TRESPASSING: OTHER	WARNING GIVEN (VERBAL OR WRITTEN)	400 QUIETWATER BEACH RD	17	B

194

17B 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT	5
NO ARREST MADE	4
PEACE RESTORED	1
ASSAULT	1
NO ARREST MADE	1
ASSAULT: AGGRAVATED	2
ARREST MADE	1
NO ARREST MADE	1
BATTERY	64
	7
ARREST MADE	19
CANCELLED BY COMPLAINANT	2
CANCELLED BY DISPATCHER	1
FOLLOW UP INVESTIGATION	3
NO ARREST MADE	28
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	4
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	8
	1
ARREST MADE	7
BATTERY: AGGRAVATED	8
ARREST MADE	4
NO ARREST MADE	4

17B 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY CONDUCT (INCL. NOISE)	169
ARREST MADE	4
ASSISTANCE RENDERED	8
CANCELLED BY COMPLAINANT	10
CANCELLED BY DISPATCHER	3
CANCELLED BY SUPERVISOR	3
PEACE RESTORED	12
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	20
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	20
UNFOUNDED (NO CRIME)	5
WARNING GIVEN (VERBAL OR WRITTEN)	8
	74
DISORDERLY INTOXICATION	87
ARREST MADE	2
ASSISTANCE RENDERED	38
CANCELLED BY COMPLAINANT	4
CANCELLED BY DISPATCHER	1
CRIMINAL CITATION ISSUED	1
NO ARREST MADE	1
PAPERS SERVED	1
REFERRED TO OTHER AGENCY	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
WARNING GIVEN (VERBAL OR WRITTEN)	8
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	27
	2

17B 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY	47
ASSISTANCE RENDERED	1
CANCELLED BY COMPLAINANT	18
CANCELLED BY DISPATCHER	2
CANCELLED BY SUPERVISOR	2
NO ARREST MADE	1
PEACE RESTORED	3
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	13
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
UNFOUNDED (NO CRIME)	3
WARNING GIVEN (VERBAL OR WRITTEN)	1
	2
DISTURBANCE: NON FAMILY	253
ASSISTANCE RENDERED	6
CANCELLED BY COMPLAINANT	99
CANCELLED BY DISPATCHER	6
CANCELLED BY SUPERVISOR	10
CIVIL MATTER	2
NO ARREST MADE	2
PEACE RESTORED	3
REFERRED TO OTHER AGENCY	36
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	5
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	45
UNFOUNDED (NO CRIME)	16
WARNING GIVEN (VERBAL OR WRITTEN)	5
	17

17B 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

DRUG OVERDOSE	2
	1
NO ARREST MADE	1
MISCELLANEOUS CRIMES	4
	1
ARREST MADE	2
TRAFFIC CITATION ISSUED	1
OBSTRUCTING JUSTICE	6
ARREST MADE	6
SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	5
NO ARREST MADE	1
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	4
THEFT: RETAIL PETIT (SHOPLIFTING)	31
	1
ARREST MADE	11
ASSISTANCE RENDERED	2
CANCELLED BY COMPLAINANT	5
FOLLOW UP INVESTIGATION	3
FOLLOW UP INVESTIGATION - WARRANT AFFIDAVIT	1
NO ARREST MADE	6
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	2
TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21	4
TICKET ISSUED; NON TRAFFIC (ALARM, 02, TOBACCO)	1
TRAFFIC CITATION ISSUED	3

17B 3/1/15-9/30/15 Calls by dispatch location (Selected Call Disposition Codes)

TRAFFIC OFFENSE: DUI	67
	1
ARREST MADE	39
CANCELLED BY SUPERVISOR	1
NO ARREST MADE	1
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	13
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	6
UNFOUNDED (NO CRIME)	4
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
TRESPASSING: OTHER	258
	7
ARREST MADE	23
ASSISTANCE RENDERED	21
CANCELLED BY COMPLAINANT	9
CRIMINAL CITATION ISSUED	1
NO ARREST MADE	1
TRAFFIC CITATION ISSUED	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	13
UNFOUNDED (NO CRIME)	2
WARNING GIVEN (VERBAL OR WRITTEN)	180

1,021

17B 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

AFFRAY/RIOT	1
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
ASSAULT: AGGRAVATED	1
ARREST MADE	1
BATTERY	76
	7
ARREST MADE	23
CANCELLED BY COMPLAINANT	10
NO ARREST MADE	33
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNFOUNDED (NO CRIME)	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC	13
	4
ARREST MADE	8
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
BATTERY: AGGRAVATED	6
	1
ARREST MADE	3
NO ARREST MADE	2

17B 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

DISORDERLY CONDUCT (INCL. NOISE)	134
ARREST MADE	3
ASSISTANCE RENDERED	3
CANCELLED BY COMPLAINANT	16
CANCELLED BY SUPERVISOR	1
FOLLOW UP INVESTIGATION	10
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	16
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	16
UNFOUNDED (NO CRIME)	4
WARNING GIVEN (VERBAL OR WRITTEN)	2
	62
DISORDERLY INTOXICATION	47
ARREST MADE	3
ASSISTANCE RENDERED	25
CANCELLED BY COMPLAINANT	6
CANCELLED BY DISPATCHER	1
CANCELLED BY SUPERVISOR	2
NO ARREST MADE	1
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	1
WARNING GIVEN (VERBAL OR WRITTEN)	1
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	4
	1

17B 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

DISTURBANCE: FAMILY	78
ASSISTANCE RENDERED	34
CANCELLED BY COMPLAINANT	3
CIVIL MATTER	3
PEACE RESTORED	23
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	1
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	4
UNFOUNDED (NO CRIME)	2
WARNING GIVEN (VERBAL OR WRITTEN)	6
DISTURBANCE: NON FAMILY	251
	3
ASSISTANCE RENDERED	99
CANCELLED BY COMPLAINANT	11
CANCELLED BY DISPATCHER	5
CANCELLED BY SUPERVISOR	1
CIVIL MATTER	5
NO ARREST MADE	1
PEACE RESTORED	35
REFERRED TO OTHER AGENCY	1
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	4
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	42
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	21
UNFOUNDED (NO CRIME)	1
WARNING GIVEN (VERBAL OR WRITTEN)	22

17B 3/1/16-9/30/16 Calls by dispatch location (Selected Call Disposition Codes)

MISCELLANEOUS CRIMES	14
	1
ASSISTANCE RENDERED	1
NO ARREST MADE	1
TICKET ISSUED; NON TRAFFIC (ALARM, 02, TOBACCO)	2
WARNING GIVEN (VERBAL OR WRITTEN)	9
OBSTRUCTING JUSTICE	12
ARREST MADE	9
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	3
SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY)	8
NO ARREST MADE	4
TRANSPORT TO MEDICAL FAC./DETOX/JAIL	4
THEFT: RETAIL PETIT (SHOPLIFTING)	16
	1
ARREST MADE	6
ASSISTANCE RENDERED	2
CANCELLED BY COMPLAINANT	2
CRIMINAL CITATION ISSUED	1
NO ARREST MADE	3
WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED)	1
TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21	4
	1
TRAFFIC CITATION ISSUED	3

TRAFFIC OFFENSE: DUI	116
	5
ARREST MADE	64
ASSISTANCE RENDERED	7
CANCELLED BY COMPLAINANT	1
REFERRED TO OTHER AGENCY	3
REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT	16
TRAFFIC CITATION ISSUED	1
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	14
UNABLE TO LOCATE INCIDENT OR COMPLAINANT	2
UNFOUNDED (NO CRIME)	1
WARNING GIVEN (VERBAL OR WRITTEN)	2
TRESPASSING: OTHER	188
	7
ARREST MADE	15
ASSISTANCE RENDERED	21
CANCELLED BY COMPLAINANT	9
CANCELLED BY DISPATCHER	4
CIVIL MATTER	1
NO ARREST MADE	3
UNABLE TO LOCATE (SUSPECT OR VEHICLE)	8
UNFOUNDED (NO CRIME)	3
WARNING GIVEN (VERBAL OR WRITTEN)	117

965

Wanda M. Pearcey

From: Wanda M. Pearcey
Sent: Friday, April 07, 2017 8:14 AM
To: Wanda M. Pearcey
Subject: FW: DUI stats

From: Eric Haines <ehaines@escambiaso.com>
Sent: Thursday, April 6, 2017 4:35 PM
To: Jack R. Brown; Angela D. Crawley
Subject: RE: DUI stats

He also asked me to let you know that we started a DUI unit recently and that is the reason there has been a recent, large increase in DUI arrests.

From: Eric Haines
Sent: Thursday, April 06, 2017 4:34 PM
To: 'Jack R. Brown'; Angela D. Crawley (adcrawle@co.escambia.fl.us)
Subject: DUI stats

Rusty Branch requested the following stats this afternoon. I provided the following. Please, disseminate as you see fit.

As requested, here are the DUI arrests for the entire county. The time frame is the dates of 3/1-9/30 for each of the following years to coincide with the previous data sent. It will be off by a few each year as it captures the DUI's done by National Park Service.

2013-57
2014-40
2015-94
2016-210

I will be sending this to the other parties and the Commissioners as well.

AI-12092 **11.**
BCC Regular Meeting
Meeting Date: 04/20/2017
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the April 13, 2017, C/W Workshop:

A. Direct staff to prepare a recommendation for the April 20, 2017, Regular Board of County Commissioners meeting, to (C/W #6):

(1) Implement the Summer Youth Employment Program;

(2) Authorize the Chairman, or County Administrator, to invite all other Constitutional Officers and other government entities to participate; and

(3) Modify the Free Summer Escambia County Area Transit Annual Summer Youth Pass Program to include participants in the Summer Youth Employment Program, regardless of age;

B. Direct staff to take the following action concerning the AV Digital Upgrade Project Proposal (C/W #14):

(1) Upgrade the audio/visual equipment to digital from analog in both the Board Chambers and Central Office Complex;

(2) Continue to stream all meetings held in both facilities; and

(3) Fund the upgrades through Local Option Sales Tax from projects that did not go forward or those directly identified for Information Technology and Community and Media Relations; and

C. Direct staff to move forward with the ECTV/WUWF Channel Merge for HD Proposal (C/W #15).

Attachments

No file(s) attached.

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-12053 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 04/20/2017
Issue: Acceptance of TDT Collection Data for the February 2017 Returns Received in March 2017
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the February 2017 Returns Received in March 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2017 returns received in the month of March 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2017; total collections for the month of February 2017 returns was $503,949.41; this is a 2.85% increase over the February 2016 returns; total collections year to date are 8.69% more than the comparable time frame in Fiscal Year 2016.

Attachments

February 2017 Returns Received in March 2017

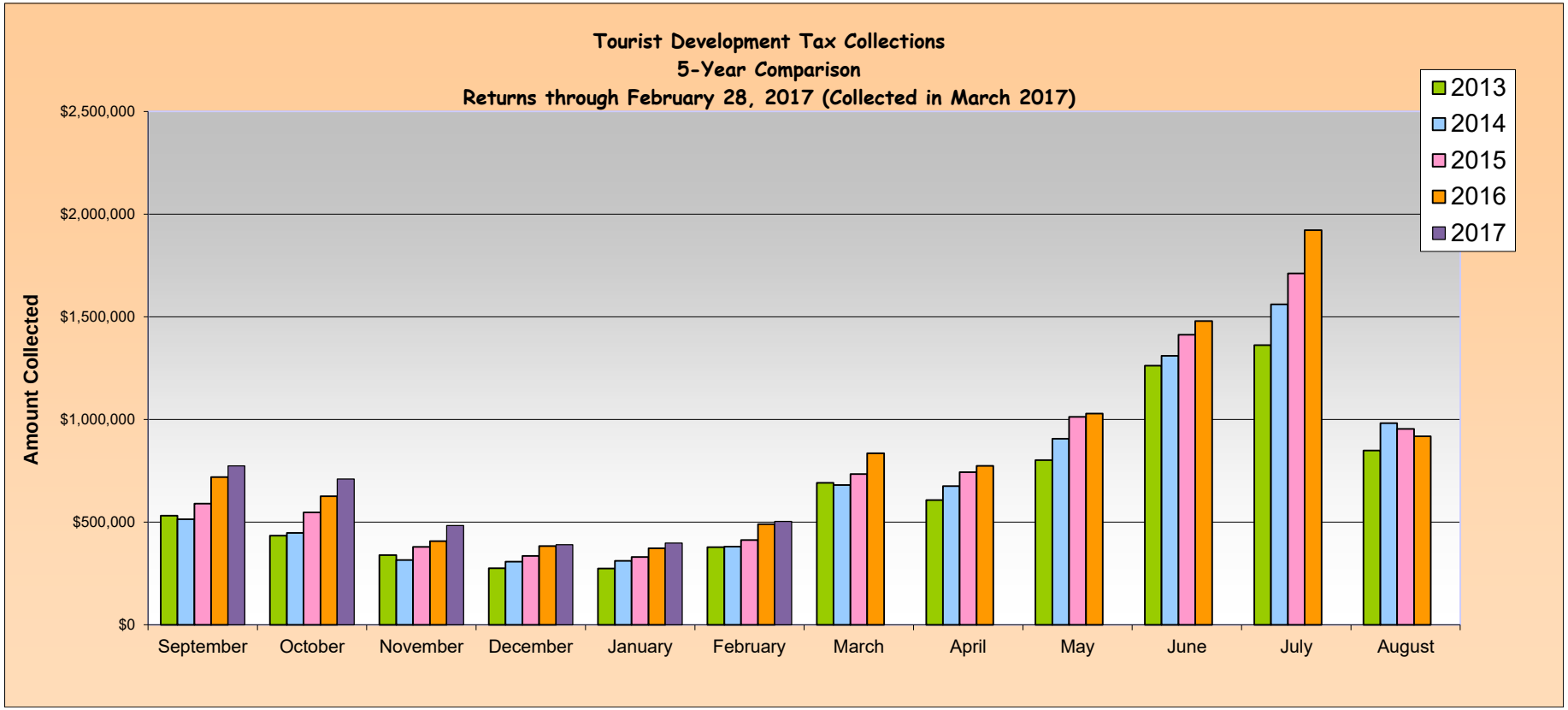
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

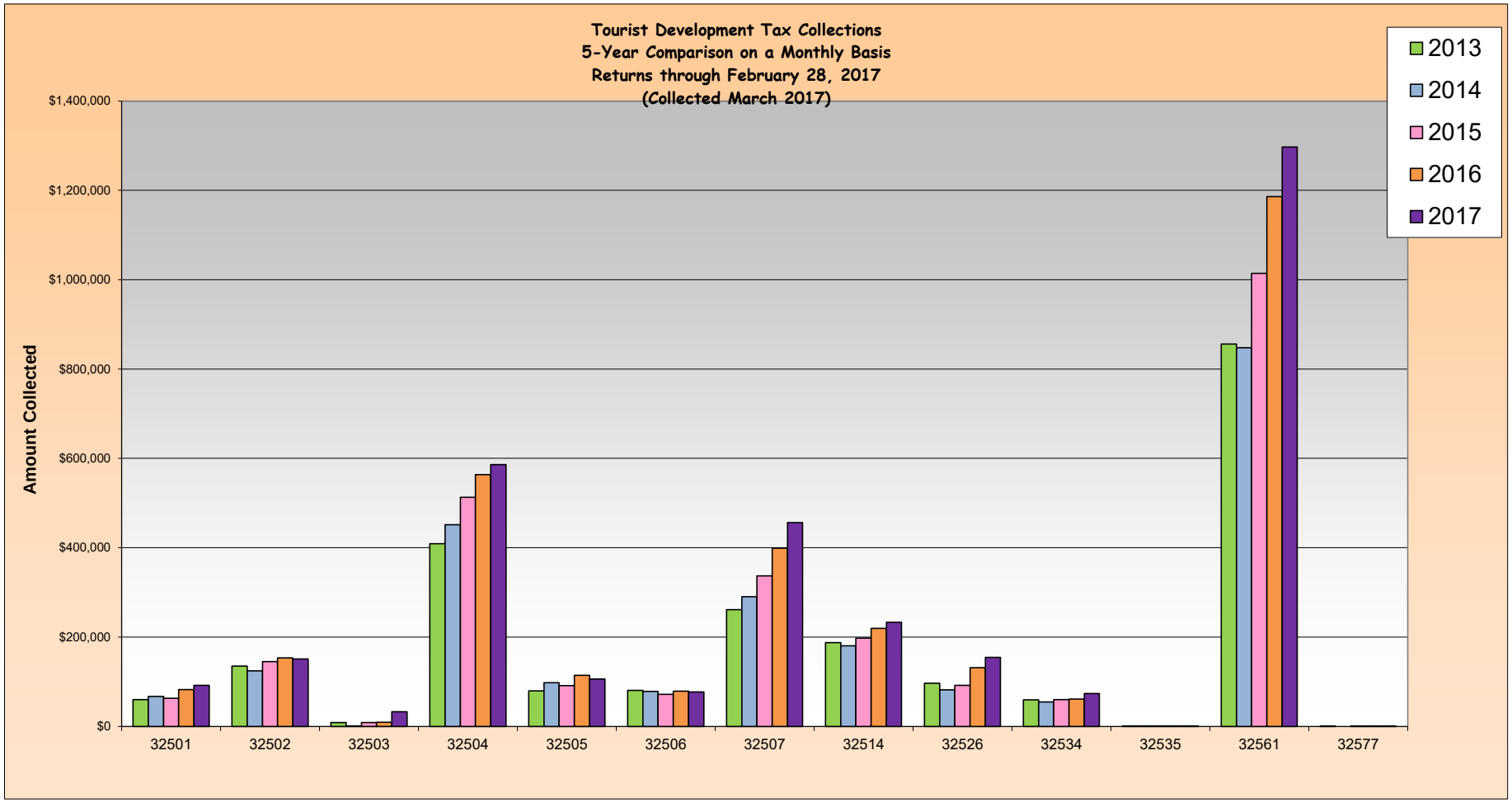
REPORTED IN FISCAL YEAR FORMAT

ESCAMBIA COUNTY FLORIDA

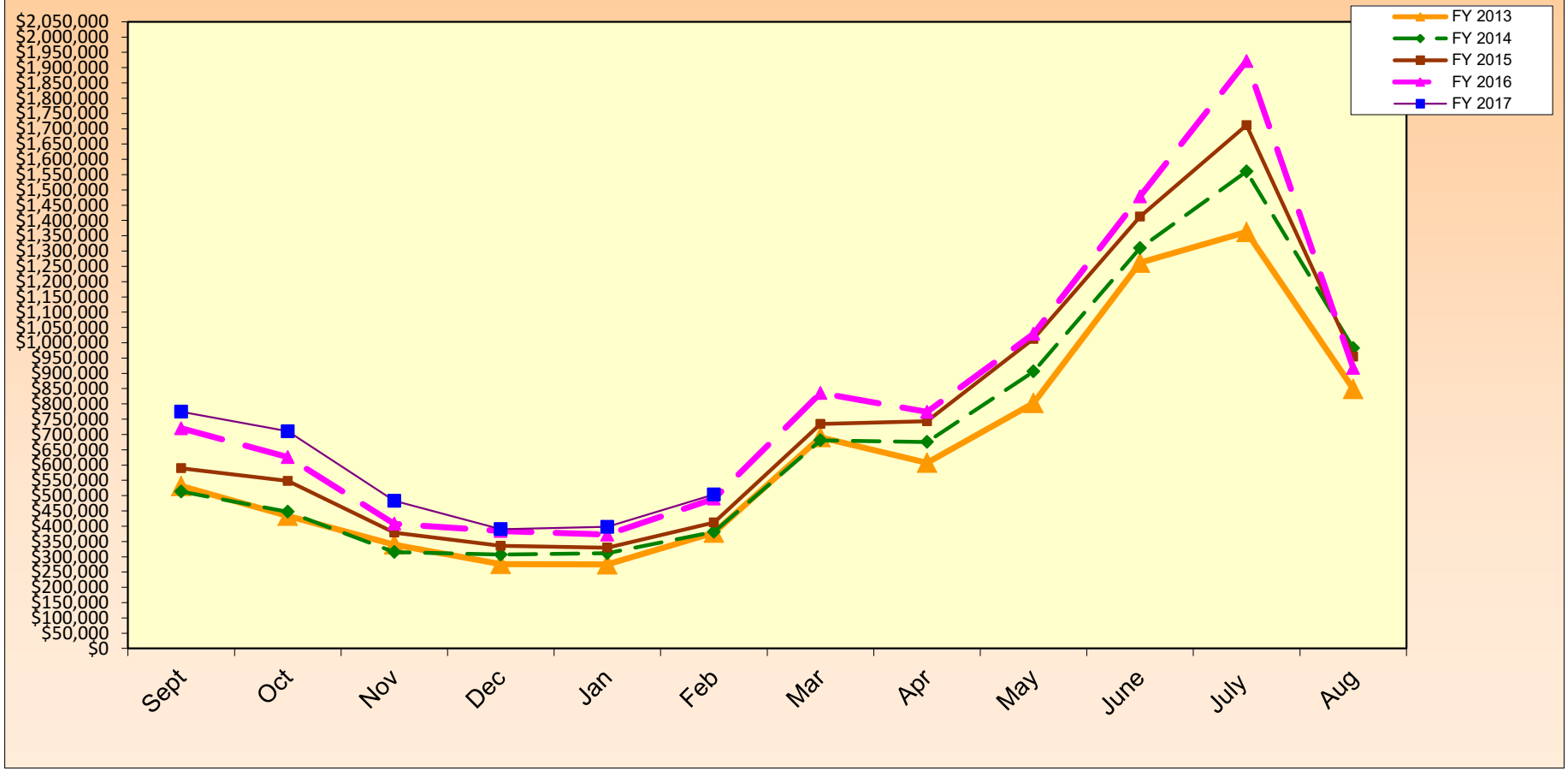
AS MARCH 2017

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	91,868	82,705	9,163	11%
32502	151,230	153,198	(1,968)	-1%
32503	33,022	9,392	23,630	252%
32504	586,018	563,499	22,519	4%
32505	106,192	114,250	(8,058)	-7%
32506	76,961	78,757	(1,796)	-2%
32507	455,971	398,850	57,121	14%
32514	232,847	219,365	13,482	6%
32526	154,518	131,314	23,204	18%
32534	73,796	61,445	12,351	20%
32535	805	751	54	7%
32561	1,296,908	1,185,912	110,996	9%
32562	-	-	-	0%
32577	100	50	50	100%
Total	**$ 3,260,236**	**$ 2,999,488**	260,748	**9%**


Tourist Development Tax Collections
5-Year Comparison
Returns through February 28, 2017 (Collected in March 2017)
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2013
2014
2015
2016
2017


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through February 28, 2017
(Collected March 2017)
2013
2014
2015
2016
2017
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017
Returns through February 28, 2017 (Collected in March 2017)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF MARCH 31, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
Total	**$ 91,868**	**3%**	**$ 151,230**	**5%**	**$ 33,022**	**1%**	**$ 586,018**	**18%**	**$ 106,192**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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
10/16	**14,090**	2%	**127,015**	16%	**40,875**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,350**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,080**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
Total	**$ 76,961**	**2%**	**$ 455,971**	**14%**	**$ 232,847**	**7%**	**$ 154,518**	**5%**	**$ 73,796**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,539**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,152**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,377**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
Total	**$ 805**	**0%**	**$ 1,296,908**	**40%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 3,260,236**	**100%**

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	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%	28,092	4%	1,583	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
					3					
Total	**$ 82,705**	**3%**	**$ 153,198**	**5%**	**$ 9,392**	**0%**	**$ 563,499**	**19%**	**$ 114,250**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	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%	22,562	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,661	6%	24,476	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,838	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
Total	**$ 78,757**	**3%**	**$ 398,850**	**13%**	**$ 219,365**	**7%**	**$ 131,314**	**4%**	**$ 61,445**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	115	0%	344,152	48%	-	0%	50	0%	719,689	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%		0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%		0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%		0%	372,197	100%
03/16	124	0%	169,342	35%	-	0%		0%	489,969	100%
Total	**$ 751**	**0%**	**$ 1,185,912**	**40%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 2,999,488**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766	$580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	$532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	$362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	$292,783
FEB	JAN	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	$298,406
MAR	FEB	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	$377,962
	TOTAL	**$1,304,594**	**$1,255,810**	**$1,265,908**	**$1,450,903**	**$1,576,294**	**$1,675,279**	**$1,707,299**	**$1,946,126**	**$2,249,616**	**$2,445,177**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,425	$179,922	$193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	$177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	$120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	$97,594
FEB	JAN	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	$99,469
MAR	FEB	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	$125,987
	TOTAL	**$434,865**	**$418,603**	**$421,969**	**$483,634**	**$525,431**	**$558,426**	**$569,099**	**$648,709**	**$749,872**	**$815,059**

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-12089 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 04/20/2017
Issue: Acceptance of a Document Provided to the Clerk to the Board's Office
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and TOWNES + architects, P.A.*, for PD 14-15.088, ADA Design of County Facilities and Parks, executed by the County Administrator August 18, 2016, and provided to the Clerk to the Board's Office by the Escambia County Office of Purchasing.

Attachments

Contract Agreement PD 14-15 088

INTER-OFFICE MEMORANDUM

TO: Deputy Clerk, Clerk to the Board

FROM: Paul R. Nobles, Senior Purchasing Coordinator

DATE: August 30, 2016

RE: **RLI ADA Design of County Facilities and Parks Projects PD 14-15.088,**

Fully executed Agreement between Escambia County, FL and Townes + architects, P.A.

Please find attached, for your records, the above referenced documents.

PRN:lk

Attachments

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

TOWNES + architects, P.A.

PD 14-15.088, ADA Design of County Facilities and Parks

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of June, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and TOWNES + architects, P.A., a for-profit corporation authorized to transact business in the State of Florida, whose address is 2421 12th Avenue, Pensacola, Florida 32503, and whose Federal tax identification number is 20-2753803 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: TOWNES + architects, P.A. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George C. Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.088, ADA Design of County Facilities and Parks.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of Forty Eight Thousand Four Hundred Seventy Dollars ($48,470.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.088, ADA Design of County Facilities and Parks, and as represented in the Consultant's Letter of Interest response to PD 14-15.088, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $340,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Forty Eight Thousand Four Hundred Seventy Dollars ($48,470.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

TOWNES + architects, P.A.
2421 12th Avenue
Pensacola, Florida 32503

(d) Invoices to the County shall be sent to:

George C. Bush
Division Manager
Facilities Management
100 East Blount Street
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and TOWNES + architects, P.A., signing by and through its Benjamin M. Townes, President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

Date: 8/10/16

BCC Approved: N/A

Witness

Witness

CONSULTANT:
TOWNES + architects, P.A., a Florida Corporation authorized to do business in the State of Florida.

By: _____
Benjamin M. Townes, President

Date: 07/28/2016

ATTEST: Corporate Secretary

By: _____
Secretary

Or

Witness

Witness

Exhibit "A"

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

May 9, 2016

ADA STUDY OF COUNTY FACILITIES AND PARKS
Project Number PD 14-15.088

TASK 2
SCOPE OF WORK

The intent of this document is to outline the scope of work required to accomplish Task 2 as described below. The purpose of Task 2 is to provide construction drawings to bid out to contractors for renovations of existing buildings and park facilities to comply with the American with Disability Act (ADA). Escambia County has selected 3 Building Facilities and 5 Park Facilities for renovations. Each set of construction drawings for each building and park site will be required to be a stand alone package for permitting purposes. Refer to ADA Study Final Report dated 2/24/16 for additional information.

Buildings:

1. Building 46 Animal Shelter
    a. Survey portions of site, and investigate and measure portions of building as required to develop construction drawings and specifications that include floor plan of public toilet rooms, new toilet accessories and mounting heights, relocate and provide new plumbing fixtures, and provide new door hardware.
    b. Design new handicapped parking at the side entrance.

2. Building 47 Billy G Tennant Clinic
    a. Survey portions of site, and investigate and measure portions of building as required to develop construction drawings and specifications that include a new handicapped accessible toilet room, including plumbing fixtures, lighting, exhaust, finishes, signage, door, new entrance door, new reception windows and counter.
    b. Design a ramp and handicapped parking at the main entrance.

3. Building 73 Beulah Community Center
    a. Survey portions of site, and investigate and measure portions of building as required to develop construction drawings and specifications that include designing new kitchen casework, relocating interior doors, redesigning existing toilet rooms and signage, and repainting the handicapped parking space.

Telephone: (850) 433-0203 Fax: (850) 433-2177
AA-26001051

b. The extent of toilet room and kitchen requirements will be reviewed with the building official. At this time kitchen equipment, HVAC, hood and fire suppression are not included in the scope of work.

Park Facilities

a. John R Jones Athletic Complex
    a. Survey portions of site, and investigate and measure portions of 5 buildings as required to develop construction drawings and specifications that include redesigning toilet room configurations, relocating plumbing fixtures, providing new plumbing fixtures, capping existing fixtures to enlarge toilet stalls, relocating and providing new toilet rooms accessories, providing new hand dryers, redesigning a concession stand window and counter. Building 1 restroom layout will be reviewed with the building official to verify if existing walls need to be relocated.
    b. Provide additional accessible sidewalks and handicapped parking.

2. Molino Athletic Park
    a. Survey portions of site, and investigate and measure portions of 2 buildings as required to develop construction drawings and specifications that include redesigning toilet partition configurations, relocating plumbing fixtures, providing new plumbing fixtures, relocating and providing new toilet rooms accessories. Building 1 restroom layout will be reviewed with the building official to verify if existing walls need to be relocated.
    b. Provide additional accessible sidewalks, striping, relocate bleachers and attach to concrete.

3. Myrtle Grove Athletic Park
    a. Survey portions of site, and investigate and measure portions of 4 buildings as required to develop construction drawings and specifications that include redesigning toilet room configurations, redesigning toilet room entrances, relocating plumbing fixtures, providing new plumbing fixtures, relocating and providing new toilet rooms accessories, providing new hand dryers, redesigning a concession stand window and counter.
    b. Redesign sidewalks, ramps, and repair cracks in sidewalks.

4. Bradberry Park
    a. Survey portions of site, and investigate and measure portions of 1 building as required to develop construction drawings and specifications that include reconfiguring toilet partition configuration, relocating plumbing fixtures, providing new plumbing fixtures, relocating and providing new toilet rooms accessories.
    b. Replace sections of sidewalks and replace handicapped parking.

5. Ashton Brosnaham Park
    a. Survey portions of site, and investigate and measure portions of 1 building as required to develop construction drawings and specifications that include redesigning toilet room configurations, redesigning toilet room entrances, relocating plumbing fixtures, providing new plumbing fixtures, relocating and providing new toilet rooms accessories.
    b. Redesign sidewalks, add handicapped parking, regrade where required, and add guardrails.

Exhibit "B"

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

July 13, 2016

BOARD OF COUNTY COMMISSIONERS - ESCAMBIA COUNTY, FL.
ADA STUDY OF COUNTY FACILITIES AND PARKS

TASK 2 DESIGN SCHEDULE

TASK	TIME	DATES- TBD
Notice to Proceed		
Meet with Building Official	1 WEEK	
Site Investigation/Topographical Surveying	3 WEEKS	
Develop 90% Construction Documents	6 WEEKS	
Meet with County to 90% Documents	1 WEEK	
Prepare Final Construction Documents	2 WEEKS	
TOTAL TIME	**13 WEEKS**	

Telephone: (850) 433-0203 Fax: (850) 433-2177

AA-26001051

Exhibit "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

June 15, 2016

Board of Escambia County Commissioners
Office of Purchasing
213 Palafox Place
Pensacola, Florida 32501

Attention: Mr. George Bush

Regarding: ADA Study of County Facilities and Parks
Task 2
PD 14-15.088

Mr. Bush:

We are pleased to present this proposal to provide the services as required for the referenced project. This project includes construction documents for ADA Renovations at 8 county buildings/park sites. In summary, we propose the cost of our work to be as follows:

Architectural & Engineering Services	
Site Investigations, meeting w/Building Official:	$ 3,853.50
90% Construction Documents:	$ 9,797.00
90% Review Meeting:	$ 546.00
100% Construction Documents:	$ 2,384.00
Bidding Assistance:	$ 1,016.00
Construction Administration:	$ 1,622.00
Subtotal	$19,218.50
Additional Services:	
Measured Drawings of Existing Facilities:	$ 2,344.00
Multiple Permit Package Document Preparation:	$ 1,016.00
Contract Admin. Multiple Permit Packages/Sites:	$ 3,048.00
Topographical Surveying:	$ 5,481.50
Civil Engineering	
90% Construction Documents:	$ 9,920.50
90% Review Meeting:	$ 144.25
100% Construction Documents:	$ 3,830.00
Construction Administration:	$ 3,067.25
Civil Engineering Subtotal	$16,971.00

Telephone: (850) 433-0203 Fax: (850) 433-2177
AA-26001051

Exhibit "C"

REIMBURSABLES:	$ 400.00
TOTAL:	$48,470.00

Identification, remediation and / or removal of all Hazardous and Regulated materials will be an additional service.

Services will be in accordance with our open end Agreement with Escambia County for Professional Services. For hourly rates see Attachment 'A'.

Thank you for this opportunity to be of service to you, the Board, and the citizens of Escambia County. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ben Townes

Exhibit "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

ATTACHMENT "A"

	Base Rate	OH @ 168%	Profit @ 12%	FCCM @ 1.5%	Max Rate Allowed
Principal:	$52.00	$87.36	$6.24	0.7800	$146.00
Project Architect:	$45.00	$75.60	$5.40	0.6750	$127.00
Interior Designer:	$45.00	$75.60	$5.40	0.6750	$127.00
Draftsman / Technician:	$18.00	$30.24	$2.16	0.2700	$ 51.00
Administrative Staff:	$12.00	$20.16	$1.44	0.1800	$ 34.00

Telephone: (850) 433-0203 Fax: (850) 433-2177

AA-26001051

Exhibit "C"

ESCAMBIA COUNTY ADA FACILITIES UPGRADE
SITE WORK
FABRE ENGINEERING & SURVEYING

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Billy G Tennant Clinic										
Task 2.0 - 100% Plans			4			8				$820.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			2			2				$280.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	0	10.25	0	0	12	0	0		**$1,548.75**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Beulah Community Center										
Task 2.0 - 100% Plans			1			1				$140.00
Task 3.0 - County Review			0							$0.00
Task 4.0 - Final Plans & Permit										$0.00
Task 5.0 - CA/CM										$0.00
TOTALS	0	0	1	0	0	1	0	0		**$140.00**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Animal Shelter										
Task 2.0 - 100% Plans			2			4				$410.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			2			2				$280.00
Task 5.0 - CA/CM			2			1				$215.00
TOTALS	0	0	6.25	0	0	7	0	0		**$923.75**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
John R Jones Athletic Park										
Task 2.0 - 100% Plans			8			20				$1,900.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			4			6				$690.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	0	16.25	0	0	28	0	0		**$3,038.75**

Exhibit "C"

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Myrtle Grove Athletic Park										
Task 2.0 - 100% Plans			4			10				$950.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			4			4				$560.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	0	12.25	0	0	16	0	0		**$1,958.75**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Ashton Brosnaham Park										
Task 2.0 - 100% Plans			8			32				$2,680.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			4			6				$690.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	0	16.25	0	0	40	0	0		**$3,818.75**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Molino Athletic Park										
Task 2.0 - 100% Plans		4	2			4				$910.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			4			2				$430.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	4	10.25	0	0	8	0	0		**$1,788.75**

DESCRIPTION	PM $131	Sr. PE $125	D.E. $75	P.S.M. $97	Survey Crew $125	CADD $65	INSP $64.50	CLERICAL $50	Consultant	FEE
Bradberry Athletic Park										
Task 2.0 - 100% Plans			6			12				$1,230.00
Task 3.0 - County Review			0.25							$18.75
Task 4.0 - Final Plans & Permit			4			4				$560.00
Task 5.0 - CA/CM			4			2				$430.00
TOTALS	0	0	14.25	0	0	18	0	0		**$2,238.75**

Note: This does not include any stormwater upgrades.

TOTAL **$15,456.25**

90	$9,040.00
REV	$131.25
100	$3,490.00
CACM	$2,795.00
	$15,456.25

Exhibit "C"

DESCRIPTION	PM	Sr. PE	D.E.	P.S.M.	Survey Crew	CADD	INSP	CLERICAL		FEE
	$131	$125	$75	$97	$120	$63	$64.50	$50	Consultant	
Task 1.0 - BGT Topographic Survey	0	0	0	1	3	3	0	0		$644.50
Task 1.0 - BCC Topographic Survey										$0.00
Task 1.0 - AS Topographic Survey				1	3	3				$644.50
Task 1.0 - JRJ Topographic Survey				1	4	4				$827.00
Task 1.0 - MG Topographic Survey				1	3	3				$644.50
Task 1.0 - AB Topographic Survey				1	4.5	4.5				$918.25
Task 1.0 - MAP Topographic Survey				1	3	3				$644.50
Task 1.0 - BAP Topographic Survey				1	6.5	4.5				$1,158.25
										$5,481.50

AI-12083 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 04/20/2017
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 6, 2017; and

B. Approve the Minutes of the Regular Board Meeting held April 6, 2017.

Attachments

20170406 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 6, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 12:14 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4

1. FOR INFORMATION: The agenda for the April 6, 2017, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and County Attorney Rogers reviewed the Written Communication Items;

   B. Honorable 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;

   F. County Attorney Rogers reviewed Commissioner Robinson's add-on item;

   G. Commissioner Bergosh reviewed his add-on item; and

   H. Commissioner Barry reviewed his add-on item.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12045 **Growth Management Report 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/20/2017
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04.

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use (FLU) map, changing the FLU category of four contiguous parcels; changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-002 totaling 14.78 (+/-) acres, located at 1800 St Mary Street, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-009 totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-002-001 totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, from Commercial (C) to Public (P); and changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-003-001 totaling 0.22 (+/-) acres, located at 1807 W Fairfield Drive, from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

This hearing serves as the second of two required public hearings before the Board of County Commissioners.

BACKGROUND:

The applicant requests a FLU map amendment to change the FLU category of a 29.30 (+/-) acre contiguous four-parcel site from Mixed-Use Urban (MU-U) and Commercial (C) to Public (P). The current zoning designation of the referenced parcels is Heavy Commercial and Light Industrial (HC/LI) and High Density Residential (HDR). The county proposes to rezone to Public (P) (case number Z-2016-15) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan. Escambia County is proposing a new

county jail site on this location.

The contiguous four parcels are located along the north of St. Mary Street, south of Fairfield Drive, west of N “L” Street and east of Pace Boulevard. The properties are built out consisting of the Escambia Jail complex and Juvenile Justice Center.
The area to the south are residential and commercial uses and zoned HDR, HC/LI and Commercial (Com). To the west and north the zoning consists of HC/LI with all commercial type uses. To the east is zoned P where Escambia County Jail Administration and Escambia County Area Transit (ECAT) are located.

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

A. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-002 and totaling 14.78 (+/-) acres, located at 1800 St. Mary Street, as more particularly described in the two split Boundary Survey descriptions one produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit A, and the second Boundary Survey description produced by Hatch Mott MacDonald, LLC., Professional Engineering & Surveying Services as Exhibit B, from Mixed Use Urban (MU-U) to Public (P);
B. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-009 and totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Mixed Use Urban (MU-U) to Public (P);
C. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-002-001 and totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Commercial (C) to Public (P); and
D. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-003-001 and totaling 0.22 (+/-) acres located at 1807 W Fairfield Drive, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

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 Meredith Crawford, 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 Comprehensive Plan 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.

Attachments

LSA-2016-04 Working Case File
Draft Ordinance
Clean Ordinance

LSA-2016-04

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name: LSA 2016-04 – Escambia County Jail Site, Juvenile Justice Center and Surrounding Escambia County Owned Property.

Location: 2816 N Pace Boulevard, 3080 N Pace Boulevard, 1800 St Mary Street, 1807 W Fairfield Drive.

Parcel #s: 17-2S-30-5015-000-002 (Juvenile Justice Center and Escambia County Jail)
17-2S-30-5015-000-009
17-2S-30-5015-002-001
17-2S-30-5015-003-001

Acreage: 29.30 (+/-) acres

Request: From Mixed-Use Urban (MU-U) and Commercial (C) to Public (P).

Agent: Escambia County

Meeting Dates: Planning Board, January 5, 2017
BCC January 19, 2017

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 29.30 (+/-) acre contiguous four-parcel site from Mixed-Use Urban (MU-U) and Commercial (C) to Public (P). The current zoning designation of the referenced parcels is HC/LI and HDR. The county proposes to rezone to Public (P) (case number Z-2016-15) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan. Escambia County is proposing a new county jail site on this location.

The contiguous four parcels are located along the north of St Mary Street, South of Fairfield Drive, West of N “L” Street and East of Pace Boulevard. The properties are built out consisting of the Escambia Jail complex and Juvenile Justice Center.

The area to the south are residential and commercial uses and zoned High Density Residential (HDR), Heavy Commercial/Light Industrial (HC/LI) and Commercial (Com). To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI) with all commercial type uses. To the east is zoned Public (P) where Escambia County Jail Administration and Escambia County Area Transit (ECAT) is located.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer and is already development. Any new proposed development will have a complete review during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The subject area is within the service area of ECUA and meets the adopted level of services standards in the Comprehensive Plan. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no*

later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The current site is mostly built out and a stormwater management system is already in place. Escambia County Public Works is in the process of improving the overall stormwater in the area as a major concern of flooding has occurred in major rain events.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment is for a developed area. Any new development will have to submit for Development Review Process.

Transportation & Traffic Operations (TTO) Staff has reviewed the Large Scale Amendment (LSA)-2016-04, Escambia County Jail Site, Juvenile Justice Center and

Surrounding Escambia County Owned Property, agenda item for the upcoming Planning Board meeting scheduled for January 3, 2017. Please see the below comment.

• LSA-2016-04 – Upon review of regional and local transportation plans, there are currently no programmed improvements to the roadway network in the vicinity of this application. Seeing none, TTO Staff has no concerns with the Large Scale Amendment request.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment does not include any impact on public schools.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Residential density is limited to 25 dwelling units per acre. The Comprehensive Plan table describes the current C FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

The proposed amendment FLU, as described by the same policy, is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or

other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Escambia County and create a consisted zoning for the existing use that is currently already developed.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: The southeast section of the property is located in the 20 year wellhead protection area. This section of the property is already fully developed. The FLU Amendment will not impact the area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case,*

development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site has already been developed to encompass several blocks of already public facilities in a central location to maximize the efficiency to the public. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

Under section **1-1.7.3 Nonconformance.** Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2.The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance

more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

Article 2 Nonconformance

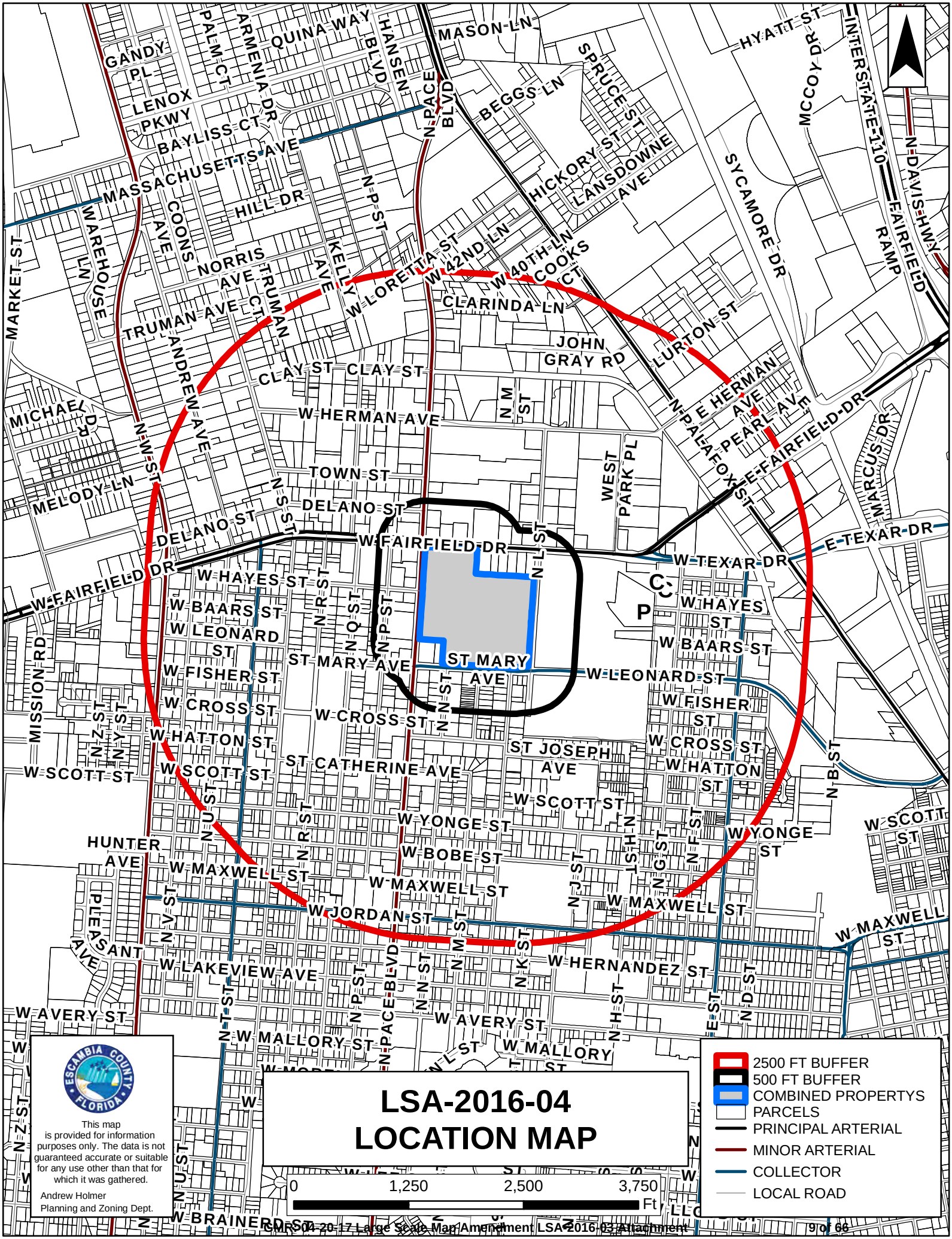
Sec. 1-2.1 Purpose of article.

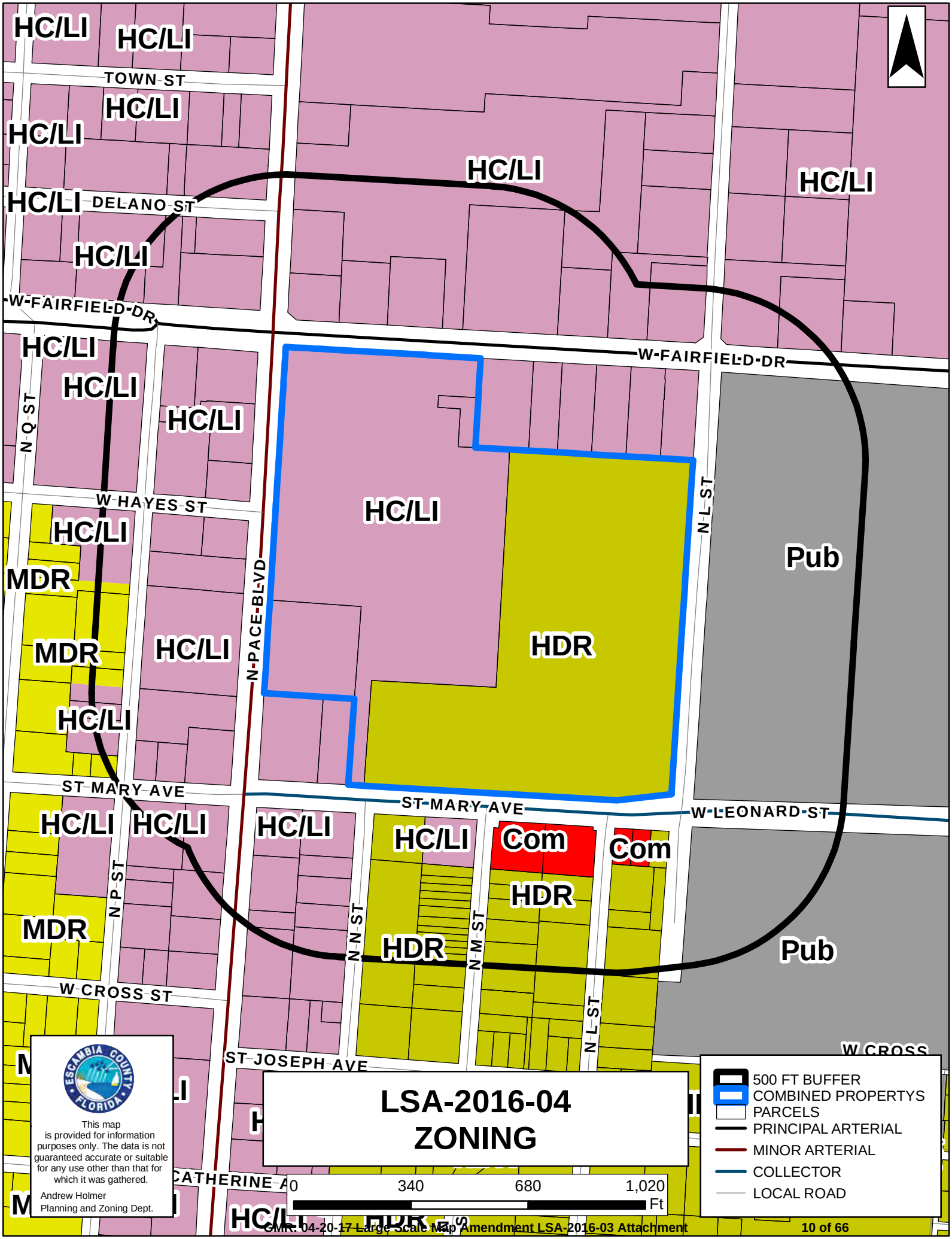
The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

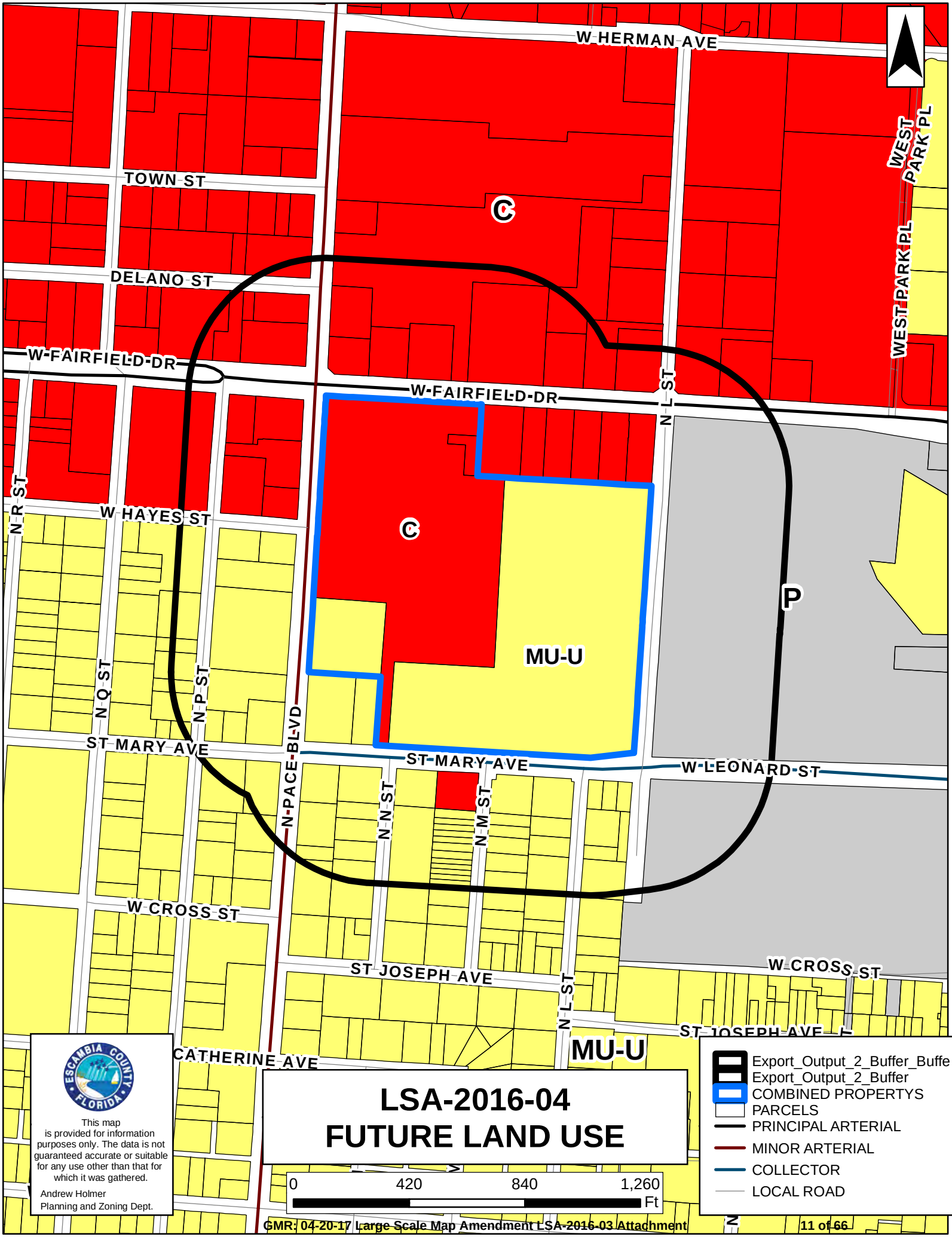
Sec. 1-2.2 General conditions.

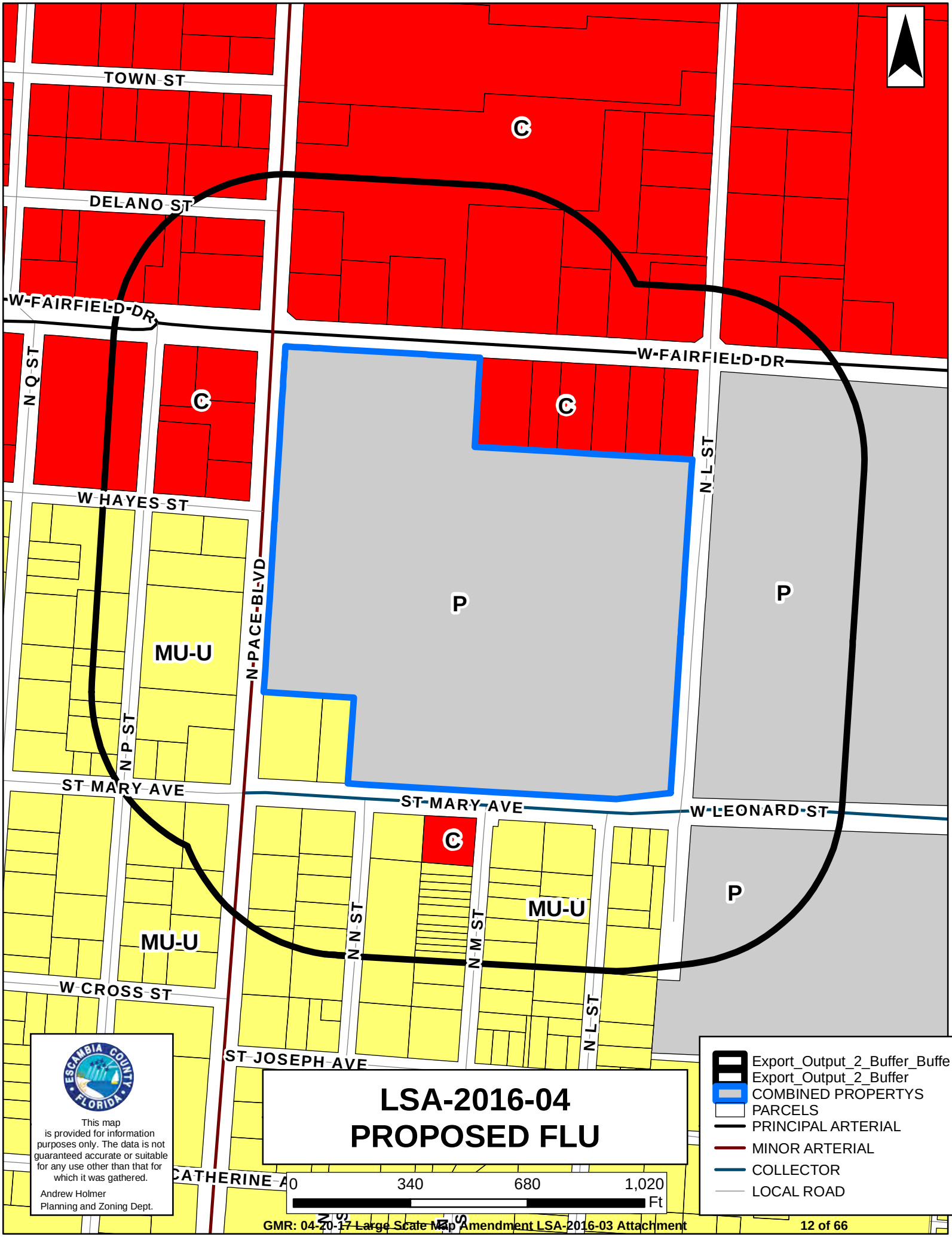
(a) Continuation. Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

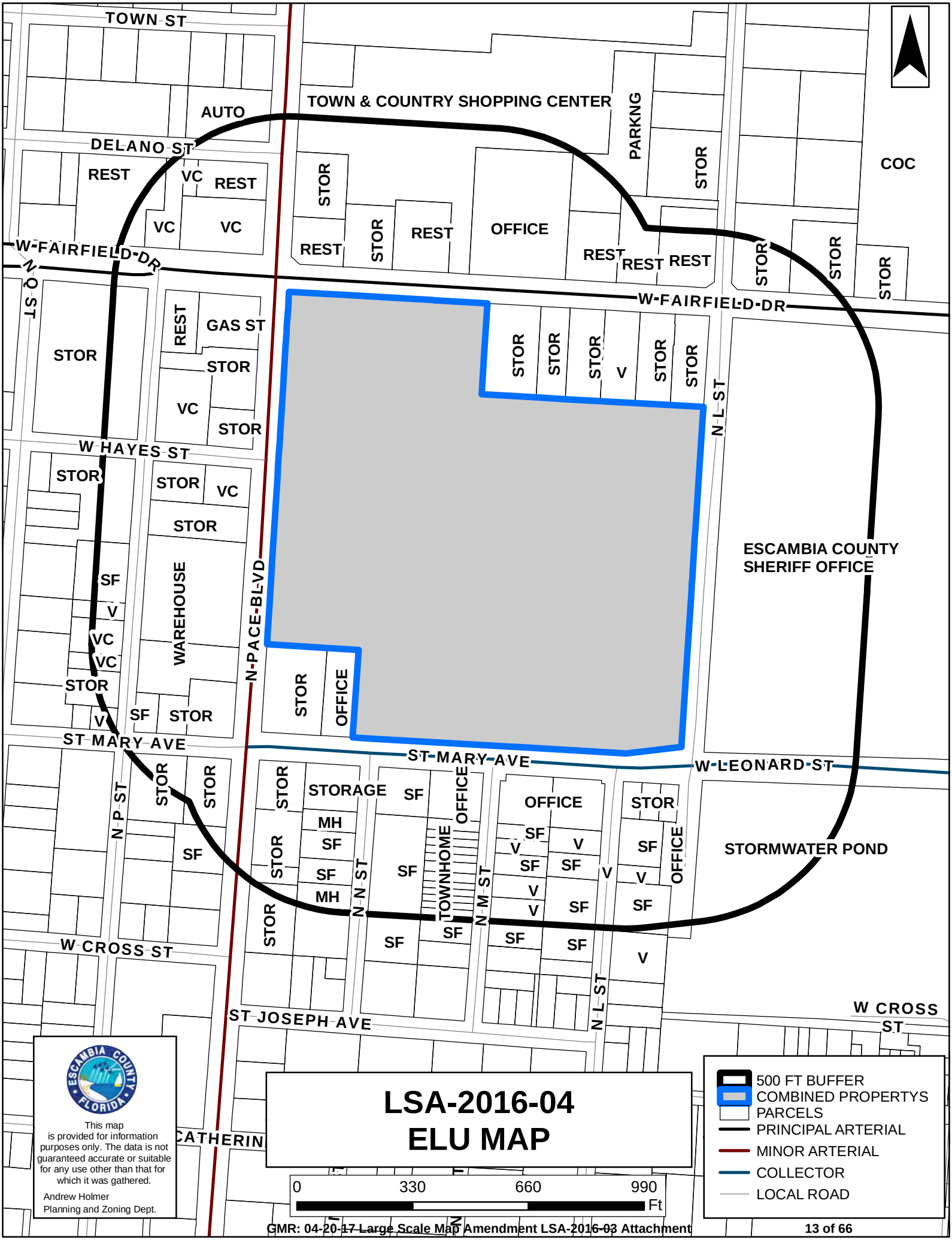
(b) Nonconformance status. Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

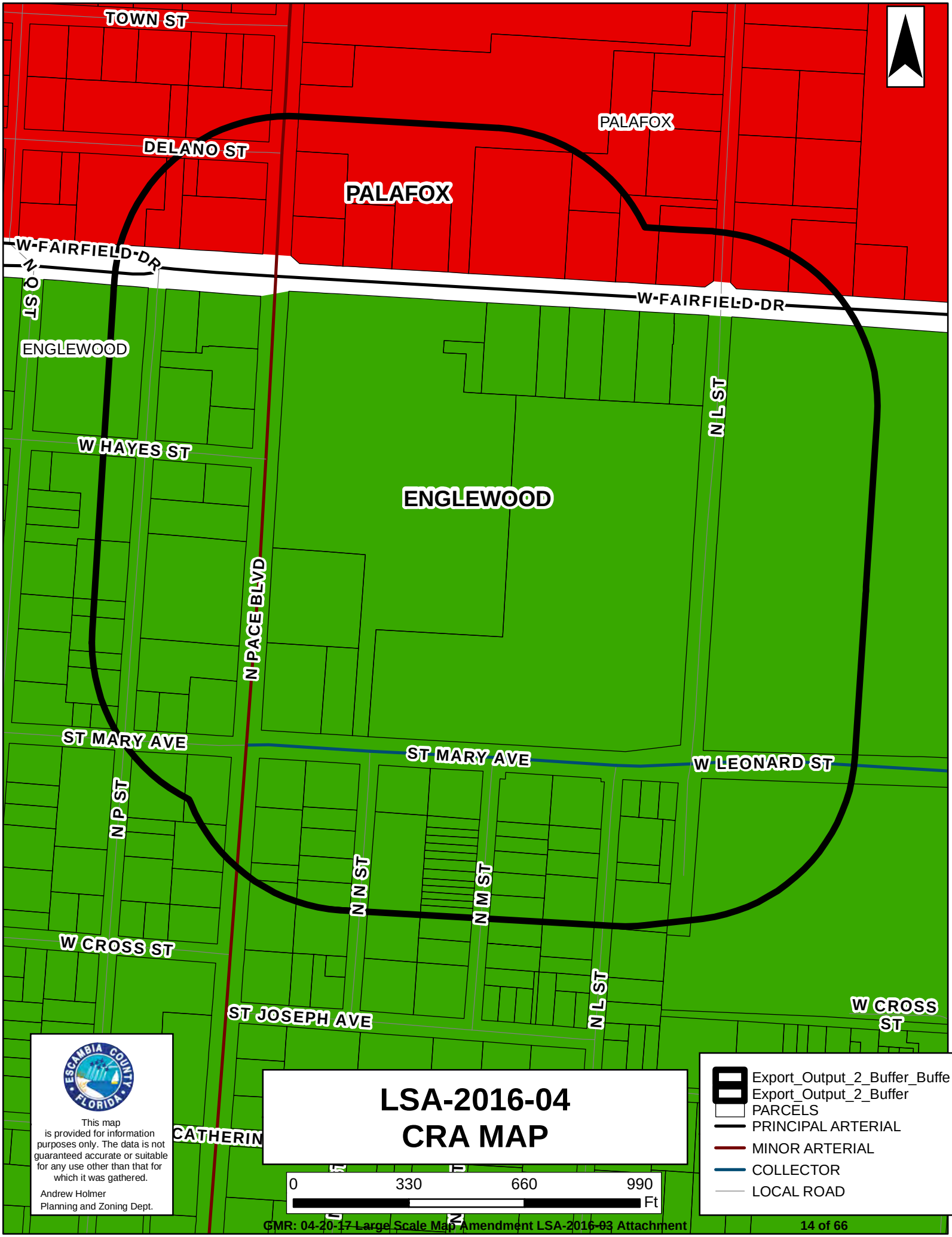

LSA-2016-04
LOCATION MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
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COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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W TEXAR DR
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E FAIRFIELD DR
W HERMAN AVE
W LEONARD ST
W FISHER ST
W CROSS ST
W HATTON ST
W SCOTT ST
W YONGE ST
W MAXWELL ST
W JORDAN ST
W LAKEVIEW AVE
W AVERY ST
W MALLORY ST
W HERNANDEZ ST
W BAARS ST
W HAYES ST
W LORETTA ST
CLARINDA LN
CLAY ST
TOWN ST
DELANO ST
ST MARY AVE
ST JOSEPH AVE
ST CATHERINE AVE
PEARL AVE
JOHN GRAY RD
HILL DR
NORRIS AVE
TRUMAN AVE
BAYLISS CT
MASSACHUSETTS AVE
LENOX PKWY
GANDY PL
QUINA WAY
ARMENIA DR
PALM CT
HANSEN BLVD
MASON LN
BEGGS LN
SPRUCE ST
HICKORY ST
LANSDOWNE AVE
HYATT ST
MCCOY DR
INTERSTATE 110
N DAVIS HWY
FAIRFIELD RAMP
SYCAMORE DR
LURTON ST
COOKS CT
W 40TH LN
W 42ND LN
MARKET ST
WAREHOUSE LN
COONS AVE
KELLY AVE
ANDREW AVE
MICHAEL DR
MELODY LN
MISSION RD
HUNTER AVE
PLEASANT AVE
N PACE BLVD
N PALAFOX ST
WEST PARK PL
MARCUS DR
N B ST
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COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


W HERMAN AVE
TOWN ST
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W FAIRFIELD DR
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WEST PARK PL
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N PACE BLVD
ST MARY AVE
ST MARY AVE
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FUTURE LAND USE
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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
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COLLECTOR
LOCAL ROAD


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PROPOSED FLU
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


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ESCAMBIA COUNTY
SHERIFF OFFICE
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STORMWATER POND
W CROSS ST
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CATHERIN
LSA-2016-04
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COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


TOWN ST
PALAFOX
DELANO ST
PALAFOX
W FAIRFIELD DR
W FAIRFIELD DR
C ST
ENGLEWOOD
N L ST
W HAYES ST
ENGLEWOOD
N PACE BLVD
ST MARY AVE
ST MARY AVE
W LEONARD ST
N P ST
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N M ST
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ST JOSEPH AVE
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Andrew Holmer
Planning and Zoning Dept.
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Public Notice Sign on L Street



Looking east across L Street from subject parcel


Subject parcel on L street



Looking north from subject parcel along L Street



Looking west along L Street from subject parcel



Public Notice Sign on St Mary Ave



Looking south on St Mary Street across from subject parcel


Subject parcel on St Mary Avenue



Looking east along St Mary Avenue from subject parcel


Looking west on St Mary Avenue
toward Pace Blvd



Public Notice Sign on N Pace Blvd


Looking west across Pace Blvd from subject parcel


ROLEX
NOTICE OF
PUBLIC HEARING
REZONING
NOTICE OF
REQUEST FOR FUTURE
LAND USE CHANGE
Looking south along Pace Blvd from subject parcel


Looking north along Pace Blvd


Looking into subject
parcel on Pace Blvd



Looking south into subject parcel on W. Fairfield Dr.



Public Notice Sign on W. Fairfield Dr.



Public Notice Sign on W. Fairfield Dr.


Looking onto subject
parcel on W. Fairfield Dr.


Looking west on W. Fairfield parcel



Looking east along W. Fairfield from subject parcel

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT LSA 2016-04
Current FLU: MU-U and C **Desired FLU:** (P) Public **Zoning: HDR & HC/LI**
Taken by: John C Fisher
Planning Board Public Hearing, date(s): January 3, 2017

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date: 12/1/2016**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420,

City: Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email: _____

DESCRIPTION OF PROPERTY:

Street address: (See attachment), 2816 N Pace Blvd, 1807 W Fairfield Dr; and 3080 N Pace Blvd = (14.52 ±), 1800 St Mary Street (Juvenile Justice Center 8.79 ± and Jail Site 5.99 ±).

Subdivision:

N/A

Property reference number: Section 17 Township 2S Range 30W

Parcel 5015 Lot _____ Block _____

Size of Property (acres) 29.3 ± Sewer_X_ Septic Tank

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT
Project name: LSA 2016-04

Property reference #: Section 17 Township 2S Range 30W

Parcel # 5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001

Project Address: 2816 N Pace Blvd, 1807 W Fairfield Dr; and 3080 N Pace Blvd, 1800 St Mary Street (Juvenile Justice Center and Jail Site).

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____DAY OF _____ , 20_____

ESCAMBIA COUNTY

Owner's signature **Owner's name (print)**

From: Meredith D. Crawford
To: John C. Fisher; Horace L Jones
Cc: Stephen G. West; Alain Espinosa
Subject: FW: McDonalds Property
Date: Monday, December 19, 2016 9:03:05 AM
Attachments: LSA 2016-04 FLU Application.docx
Z-2016-15 rezoning-application.pdf

Good morning, John and Horace,

These forms need to be completed by Planning and Zoning and/or administration.
I have discussed this with Steve and the email from Mr. Bookman along with the Purchase Contract are sufficient in place of an Agency Form.

Please let me know if you have any questions.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Friday, December 16, 2016 11:02 AM
To: Meredith D. Crawford; Horace L Jones; Allyson Cain; Stephen G. West
Cc: Alain Espinosa
Subject: RE: McDonalds Property

Steve,

Can you please complete the forms for the Jail Rezoning and the Large Scale Map Amendment.

Thanks
John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Meredith D. Crawford
Sent: Friday, December 16, 2016 8:51 AM
To: John C. Fisher; Horace L Jones; Allyson Cain
Cc: Alain Espinosa
Subject: RE: McDonalds Property

These should be completed showing the County as both the Owner (of the parcels that are ours) and showing the County as the agent (for the parcels that we do not own).
The current owner of the other properties has authorized the County to act as its agent – see prior emails to Horace from Alison – however, as discussed previously they would need to complete an agency form- which should be accomplished through Steve West. You may complete the form, forward it to Steve, and he will have their attorney sign. Or send him a blank form and have their attorney complete it- whatever works best for you.
Horace and/or Jack or someone from planning would be the person to sign the FLUM and rezoning request forms for presentation to the PB.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Thursday, December 15, 2016 11:20 AM
To: Horace L Jones; Allyson Cain; Meredith D. Crawford
Subject: RE: McDonalds Property

Meredith,

These are the forms that have been completed for the Jail Rezoning and Large Scale. I attached the two applications and a full rezoning application because some of the pages have been taken out of the Z-2016-15 rezoning application which I didn't think we needed. Please review the applications and let me know who the Agent and if anyone needs to sign the applications.

Thanks

John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Horace L Jones
Sent: Wednesday, December 14, 2016 11:27 AM
To: John C. Fisher; Allyson Cain
Subject: FW: McDonalds Property

Please get the proper form and forward it on. Thanks!!

From: Meredith D. Crawford
Sent: Wednesday, December 14, 2016 11:18 AM
To: Horace L Jones
Cc: Alain Espinosa
Subject: McDonalds Property

Do we have an agency form on file authorizing us to act as the agent from the seller? This would have been accomplished through Steve. If not, can you send it to me and I will forward to Steve to ask Mr. Bookman, the attorney for the property owner to execute it, this would authorize us to proceed at least through the preliminary actions.
Please let me know.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From:	Meredith D. Crawford
To:	John C. Fisher
Cc:	Alain Espinosa
Subject:	FW: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments
Date:	Friday, December 16, 2016 8:55:02 AM
Attachments:	image001.png

FYI.

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: Horace L Jones
Sent: Wednesday, December 14, 2016 1:12 PM
To: Alison A. Rogers
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Thanks!!!!!!!!!!!!!!!!!!!!!!!!!!!!

From: Alison A. Rogers
Sent: Wednesday, December 14, 2016 12:59 PM
To: Horace L Jones
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: Fwd: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Horace,

You may continue.

A

Sent from my iPhone

Begin forwarded message:

> **From:** Alan Bookman <ABB@esclaw.com>
> **Date:** December 14, 2016 at 12:52:06 PM CST
> **To:** "Alison A. Rogers" <aaperdue@co.escambia.fl.us>
> **Cc:** "Stephen G. West" <sgwest@co.escambia.fl.us>, "Dianne C. Simpson" <dcsimpso@co.escambia.fl.us>
> **Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments**

Correct—please proceed.

From: Alison A. Rogers [mailto:aaperdue@co.escambia.fl.us]
Sent: Wednesday, December 14, 2016 11:05 AM
To: Alan Bookman
Cc: Stephen G. West; Dianne C. Simpson
Subject: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Alan,

I need to confirm with you the schedule for the large scale future land use change and the rezoning for the McDonald property. The Planning staff intends to take the future land use amendment to the Planning Board on January 3, to the BCC on January 19th and then it goes to the state DEO for comments before it returns to the BCC for final adoption. The rezoning may go to the Planning Board at the same time, but wouldn't go to the BCC for final action until the future land use amendment is ready for final vote, so well after January. Can I assume these preliminary votes by the Planning Board are okay with your client prior to the closing?

Alison P. Rogers
County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
■	4"x4" Concrete monument found no #
×	"X" cut in concrete
●	1/2" Capped iron rod set #7073
◒	1/2" Capped iron rod found #noted
○	1" Iron pipe found
⊕	1/2" Iron rod found
Ⓢ	Sanitary sewer manhole
▤	Storm manhole
▥	Storm inlet
▣	Light pole with base
Ⓒ	Sewer cleanout
Ⓔ	Electric equipment
⊙	Backflow preventor
	Power pole
◪	Guy wire
T	Telephone marker
x	Chain link fence
o	Wood fence
SS	Sanitary sewer line
S	Storm sewer line
ETC	Electric/telephone/cable line

SURVEYOR'S NOTES:

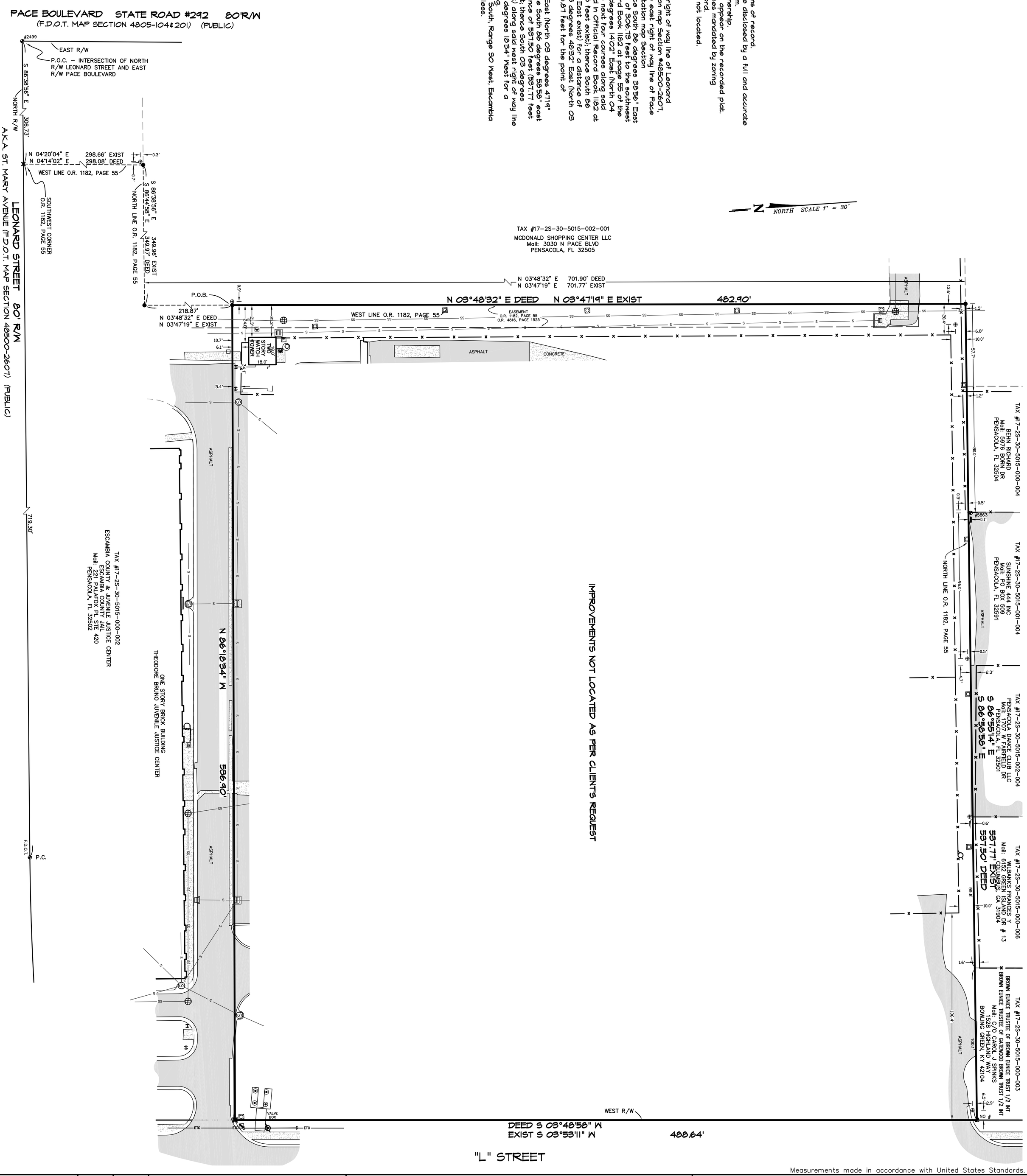
1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104&201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist) (this course and the next four courses along said west line and north line of said parcel described in Official Record Book 1182 at page 55) for a distance of 298.08 feet (298.66 feet exist); thence South 86 degrees 44'58" East (South 86 degrees 38'56" East exist) for a distance of 349.97 feet (349.96 feet exist); thence North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 58'58" east (South 86 degrees 55'14" East exist) for a distance of 537.50 feet (537.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 48'58" West (South 03 degrees 53'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.99 acres, more or less.



IMPROVEMENTS NOT LOCATED AS PER CLIENT'S REQUEST

Measurements made in accordance with United States Standards.

File No. C-1547
Job No. 37072-16
Scale 1" = 30'
Date of Survey 11-21-2016
Date of Plat 11-30-2016
Date of Revision
FB 1547 PG 41-74
FB 1607 PG 1-31
Drawn by PMJ
Checked by WJG

OF → SHEET →

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

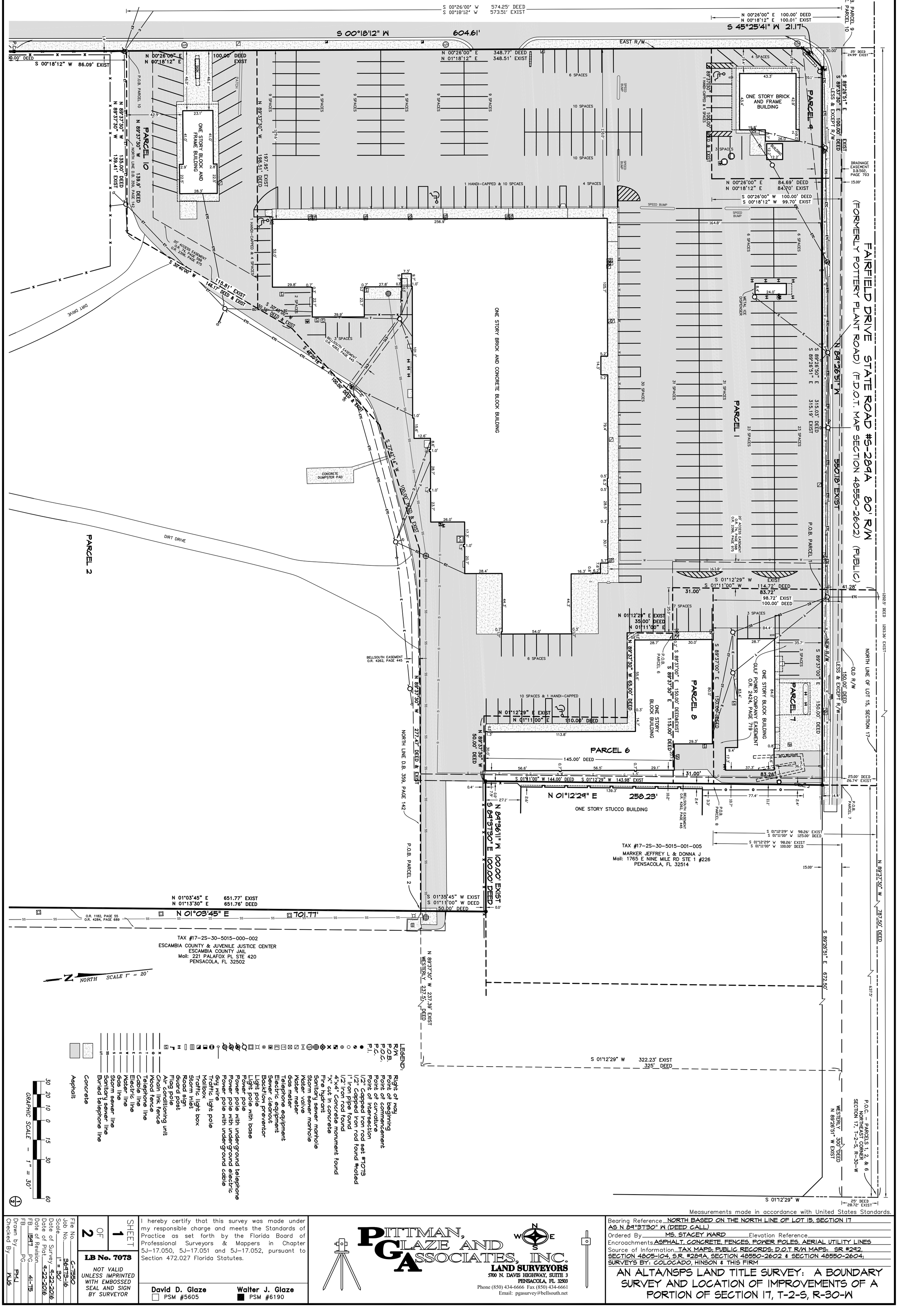
PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666 Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

Bearing Reference NORTH BASED ON THE NORTH R/W LEONARD STREET AS S 86°38'56" E (GRID NORTH)
Ordered By MR. DANNY SWAIN Elevation Reference
Encroachments FENCES, ASPHALT, CONCRETE
Source of Information TAX MAPS; PUBLIC RECORDS; D.O.T R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 17, T-2-S, R-30-W

PACE BOULEVARD STATE ROAD #292 80'R/W
(F.D.O.T. MAP SECTION 4805-104 & 201) (PUBLIC)

FAIRFIELD DRIVE STATE ROAD #S-289A 80' R/W
(FORMERLY POTTERY PLANT ROAD) (F.D.O.T. MAP SECTION 48550-2602) (PUBLIC)



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.C.	Point of curvature
P.I.	Point of intersection
●	1/2" Capped iron rod set #7073
○	1/2" Capped iron rod found #noted
⊙	1" Iron pipe found
⊕	1/2" Iron rod found
✕	4"x4" Concrete monument found
✕	"X" cut in concrete
⊕	Fire hydrant
(S)	Sanitary sewer manhole
(S)	Storm sewer manhole
⋈	Water valve
⋈	Water meter
⋈	Gas meter
⊠	Telephone equipment
⊠	Electric equipment
⊠	Sewer cleanout
⊠	Backflow preventor
○	Light pole
○	Light pole with base
●	Power pole
●	Power pole with underground telephone
●	Power pole with underground electric
●	Power pole with underground cable
●	Guy wire
⊠	Traffic light pole
⊠	Mailbox
⊠	Traffic light box
⊠	Storm inlet
⊠	Road sign
⊠	Guard post
⊠	Flag pole
⊠	Air conditioning unit
x	Chain link fence
o	Wood fence
T	Telephone line
C	Cable line
E	Electric line
W	Water line
G	Gas line
S	Storm sewer line
SS	Sanitary sewer line
UT	Buried telephone line
	Asphalt
	Concrete

Measurements made in accordance with United States Standards.

SHEET 1 OF 2

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

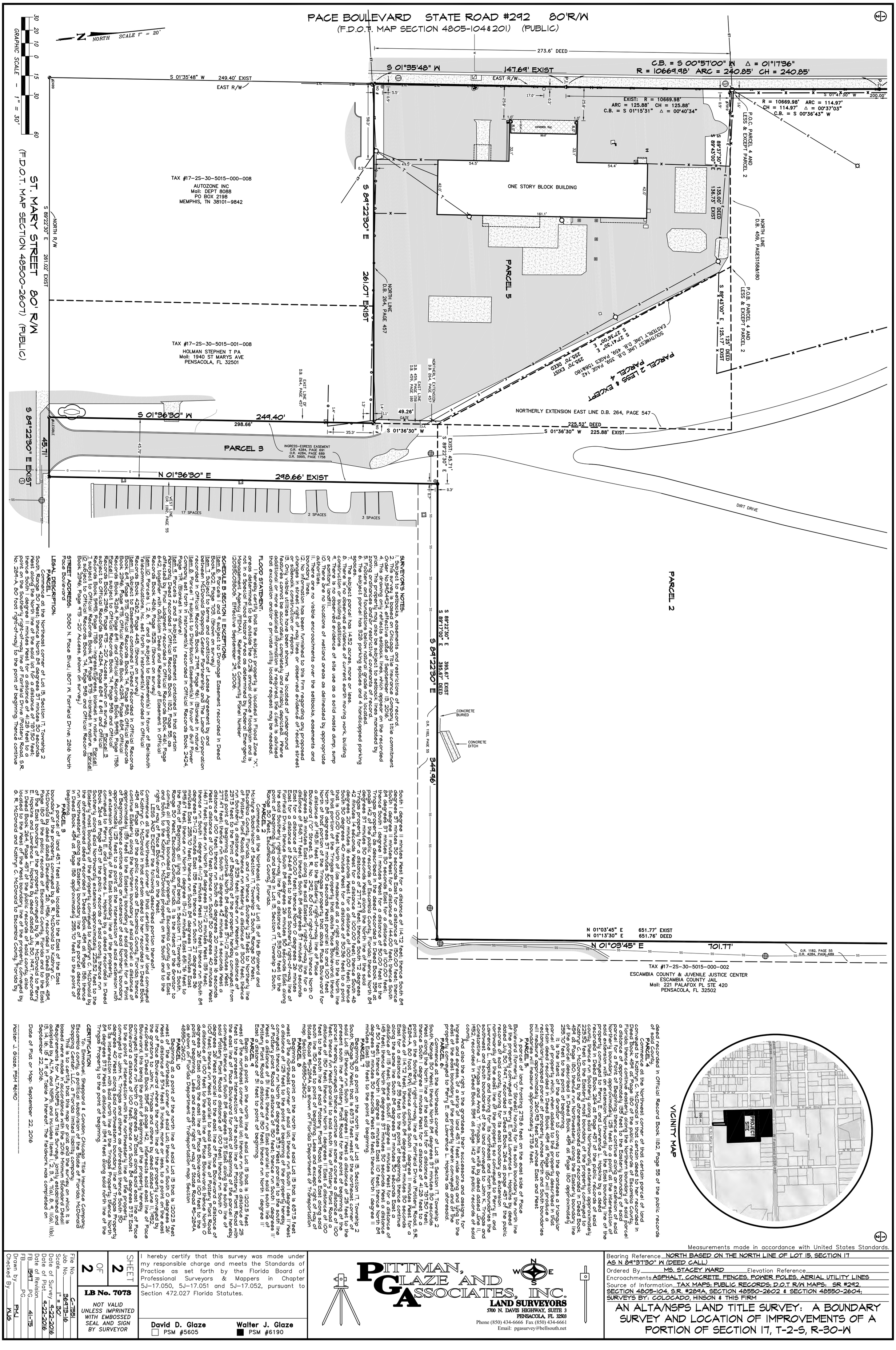
David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

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: pgasurvey@bellsouth.net

File No. C-7550
Job No. 36973-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1547 PG 41-75
FB PG
Drawn by PMJ
Checked By PMJ

Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By MS. STACEY WARD Elevation Reference
Encroachments ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information TAX MAPS; PUBLIC RECORDS; D.O.T R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W



SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Chicago Title Insurance Company title commitment Order No.5904124, effective date of September 13, 2016.
3. Only visible utilities have been shown. The located depth of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be needed.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines, zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. The subject parcel has 328 parking spaces and 4 handicapped parking spaces.
7. The subject parcel has 1.452 acres, more or less.
8. There is no observed evidence of current earth moving work, building construction or building additions
9. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
10. There are no locations of wetland areas as delineated by appropriate authorities.
11. There are no visible encroachments over the setback lines, easements and boundary lines.
12. No information has been furnished to this firm regarding any proposed changes in street right of way lines or observed evidence of recent street or sidewalk construction or repairs.
13. Only visible utilities have been shown. The located depth of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be needed.

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA) Reference Community Panel Number 12033C0358D. Effective September 29, 2006.

SCHEDULE B SECTION II EXCEPTIONS:

Item 6, Parcels 1 and 4 subject to Drainage Easement recorded in Deed Book 502, Page 103. (Shown on survey)
Item 7, Subject to terms and conditions of Lease Agreement by and between McDonald Shopping Center Partnership and The Lamar Corporation recorded in Official Records Book 2799, Page 461. (Blanket in nature)
Item 8, Parcel 7 subject to Distribution Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Official Records Book 2424, Page 714. (Blanket in nature)
Item 9, Parcels 2 and 3 subject to Easement contained in that certain Warranty Deed recorded in Official Records Book 1182, Page 55, as affected by Final Judgment recorded in Official Records Book 4161, Page 642, together with Quitclaim Deed and Release of Easement recorded in Official Records Book 4816, Page 1525. (Shown on survey)
Item 10, Parcels 1, 2, 6, 7 and 8 subject to Easement(s) in favor of Bellsouth Telecommunications, Inc. set forth in instrument(s) recorded in Official Records Book 4262, Page 445. (Shown on survey)
Item 11, subject to Easement contained in Deed recorded in Official Records Book 69, Page 515, Official Records Book 74, Page 548, Official Records Book 2396, Page 975, Official Records Book 4284, Page 691 and Official Records Book 4284, Page 689 & 691 and Official Records Book 2396, Page 975 - 20' Access, shown on survey. Parcel 1 subject to Official Records Book 4284, Page 689 & 691 and Official Records Book 5995, Page 1758 - Ingress/Egress, blanket in nature. Parcel 1 subject to Official Records Book 69, Page 515 - blanket in nature. Parcel 1 subject to Official Records Book 74, Page 548 and Official Records Book 2396, Page 975 - 20' Access, shown on survey.)

STREET ADDRESS: 3080 N. Pace Blvd.; 1807 N. Fairfield Drive; 2016 North Pace Boulevard

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 50 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 35 feet to the point of beginning; thence continue South 1 degree 11 minutes West for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 192.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" street S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.64 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 30 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the Point of Beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 231.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run North 89 degrees 37-1/2 minutes West 146.17 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 345.67 feet; thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, it is the intent of the Grantor to convey all property bounded by property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Blvd. on the West;

LESS AND EXCEPT the following described portion thereof:

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 454 at Page 158 of the public records of Escambia County, Florida; thence run Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northern boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 454 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 454 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of the property which, when added to the property described in that certain deed recorded in Deed Book 454 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension Northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and North boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Amy A. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 354 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 50 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 35 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 631.5 feet West of the northeast corner of said Lot 15; thence run South 1 degree 11 West a distance of 325 feet; thence run North 89 degrees 37 minutes 30 seconds East for a distance of 231.5 feet to the Point of Beginning; thence run South 1 degree 11 West a distance of 325 feet; thence run North 89 degrees 37 minutes 30 seconds East for a distance of 300 feet; thence run North 1 degree 11 East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #5-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 631.5 feet West of the northeast corner of said lot; thence run South 1 degree 11 West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of the Tringas property that abuts Pace Boulevard for a distance of 150 feet; thence run South 1 degree 11 degrees West a distance of 31 feet; thence run North 1 degree 11 East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet West of the northeast corner of said lot; thence run South a distance of 325 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26 West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 0 degrees 26 East along the east line of Pace Boulevard a distance of 100 feet to the said south line of said Pottery Plant Road; thence East along said south line 150 feet to the point of beginning. Less and except right of way of State Road #5-289A 48550-2602.

PARCEL 10

Beginning at a point on the north line of said Lot 15 that is 1202.5 feet West of the northeast corner of said lot; thence run South 0 degrees 26 West a distance of 514 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 354 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26 East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5 East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40 West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5 West a distance of 194.9 feet along said north line of the Tringas Property to the point of beginning.

CERTIFICATION

To: Emmanuel, Sheppard & Condon; Chicago Title Insurance Company; Escambia county, LLC, a Florida limited liability company; Shopping Center, LLC, a Florida limited liability company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 9, 11(a), 11(b), 13, 14, 16, 17 & 19 of Table A thereof. The fieldwork was completed on September 22, 2016.

Date of Plat or Map: September 22, 2016

Walter J. Glaze, PSM #6190

Measurements made in accordance with United States Standards.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

SHEET 2 OF 2

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

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: pgasurvey@bellsouth.net

Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By MS. STACEY WARD Elevation Reference
Encroachments ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information TAX MAPS; PUBLIC RECORDS; D.O.T R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

File No. C-1551
Job No. 36473-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1547 PG 41-75
FB PG
Drawn by PMJ
Checked by WJG

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER

ESCAMBIA COUNTY DETENTION CENTER

Scale 1" = 40 ft

DETAIL #1
SEE SURVEYOR'S NOTE #5

DESCRIPTION OF PROPERTY SURVEYED
PREPARED AT CLIENTS REQUEST
JUVENILE JUSTICE CENTER
HMM PROJECT NO. 201254
April 21, 2004

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Leonard Street (80' R/W) and the West right-of-way line of "L" Street as shown on Florida Department of Transportation Right-of-Way Map, Section 48500-2607, Sheet 1 of 2, dated February 16, 1976; thence North 03°41'15" East along said West right-of-way line for 539.97 feet; thence South 03°59'20" West departing said West right-of-way line North 86°14'39" West for 349.19 feet; thence South 04°17'15" West for 297.50 feet to the aforementioned North right-of-way line of Leonard Street; thence South 86°31'03" East for 719.35 feet to the Point of Curvature of a circular curve concave to the North having a radius of 1910.86 feet and a central angle of 05°22'29"; thence in an Easterly direction along the arc of said curve for 179.18 feet (Chord bearing South 89°12'18" East ~ Chord Distance 169.81 feet) to the Point of Tangency of said curve; thence North 42°59'21" East for 7.07 feet to the Point of Beginning. Containing 8.79 acres, more or less.

Subject to the following easements found in the public records of Escambia County, Florida:

15.0 foot Sanitary Sewer Easement as recorded in Official Record Book 1182 at page 56.

26.0 foot Easement for Right-of-Way as recorded in Official Record Book 868 at page 517.

Underground Easements in favor of Gulf Power recorded in Official Records Book 926 at page 253 and Official Records Book 1339 at page 159.

20.0 foot Easement to Escambia County Utilities Authority recorded in Official Records Book 4816 at page 1544.

LEGEND

(F) = FIELD MEASUREMENT
RCP-SD = REINFORCED CONCRETE PIPE STORM DRAIN
RCP-SS = REINFORCED CONCRETE PIPE SANITARY SEWER
INV. ELEV. = INVERT ELEVATION
● = SET 1/2" CAPPED IRON ROD LB6783 UNLESS NOTED OTHERWISE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
20"OAK/50'S = SIZE & TYPE OF TREE/DRIPLINE DIAMETER
= FLAG POLE
= SIGNAL SPAN POLE
= TRAFFIC SIGN
= FIRE HYDRANT
= GUY WIRE ANCHOR
= LIGHT POLE W/ 1.5 SQ. CONCRETE BASE
= STORM DRAIN MANHOLE (MHD)
= SANITARY SEWER MANHOLE (MHS)
= WATER METER
= WOOD POWER POLE
= WATER VALVE
= ORNAMENTAL PLANT
= SHRUB
= BACKFLOW PREVENTOR
= GAS METER

SURVEYOR'S NOTES:

1. NORTH AND BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983, THE REFERENCE MONUMENTS ARE: ESC 4099, NORTHING: 534581.5358', EASTING: 1107720.091'; ESC 4100, NORTHING: 427172.6001', EASTING: 1107804.753'.
2. ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE REFERENCED TO BENCHMARKS 706-27A, ELEVATION 75.56' (NGVD 1929) AND BENCHMARK 706-27B, ELEVATION 80.32' (NGVD 1929) AS SHOWN ON A SURVEY BY PITTMAN AND ASSOC., JOB NUMBER 23361-96, DATED 02-25-1994.
3. A TITLE SEARCH BY ESCAROSA LAND RESEARCH CO. FILE NO 10339, WAS FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC BY: MIKE MARSHALL OF SAM MARSHALL ARCHITECTS.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP
5. THERE IS A 31.0'± GAP BETWEEN DEED RECORDED IN DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 949, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1. THERE IS ALSO A 12.5'± GAP BETWEEN DEED RECORDED DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 517, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1.

THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF CHAPTER 5J-17.050-.052 FLORIDA ADMINISTRATIVE CODE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. ALL BEARINGS AND DISTANCES ARE AS MEASURED UNLESS OTHERWISE NOTED. BEARINGS ARE BASED TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

CERTIFICATE OF AUTHORIZATION LB #6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING OR COPY THEREOF IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

R. S. COLOCADO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6349

ATTACHMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET TITLE:

BOUNDARY AND TOPOGRAPHICAL SURVEY

SHEET NUMBER:

DATE ISSUED:	10-24-2003
FIELD DATE:	10-16-2003
DRAWN BY:	C.S.R.
PROJECT SURVEYOR:	R. S. COLOCADO
H.M.M. PROJECT NUMBER:	210254

DATE	REV.	REVISION DESCRIPTION
04-27-2004	1	ADD EASEMENTS

FIELD BOOK	FIELD BOOK PAGES
771	28-54
786	65-68

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
PORTION OF SECTION 17,
TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ▪ Fax: (850) 484-8199

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission.

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof: Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11’ West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11’ East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11’ West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5’ West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11’ West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11’ East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5’ East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26’ West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26’ East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26’ West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26’ East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5’ East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40’ West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5’ West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.

Chris Jones
Escambia County Property Appraiser

General Information

Reference: 172S305015000002
Account: 062431000
Owners: ESCAMBIA COUNTY
& JUVENILE JUSTICE CENTER
ESCAMBIA COUNTY JAIL
Mail: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 1800 ST MARY ST 32501
Use Code: COUNTY OWNED
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$834,480	$10,664,096	$11,498,576	$11,498,576
2015	$834,480	$10,344,216	$11,178,696	$11,178,696
2014	$834,480	$10,343,747	$11,178,227	$11,178,227

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1978	1182	55	$375,000	WD	View Instr
01/1975	879	949	$100	WD	View Instr
01/1971	548	639	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

COUNTY OWNED

Legal Description

6A IN SE COR OF OF N 1/2 OF LT 2 BEING BOUNDED AS FOLLOWS BEG AT SE COR OF N 1/2 OF LT 2 W 501 FT 4 IN N 501 FT 4 IN...

Extra Features

ASPHALT PAVEMENT
MASONRY WALL/FENCE

Parcel Information

Launch Interactive Map

Section Map Id: 17-2S-30-1

Approx. Acreage: 14.6400

Zoned: HDR

Evacuation & Flood Information Open Report



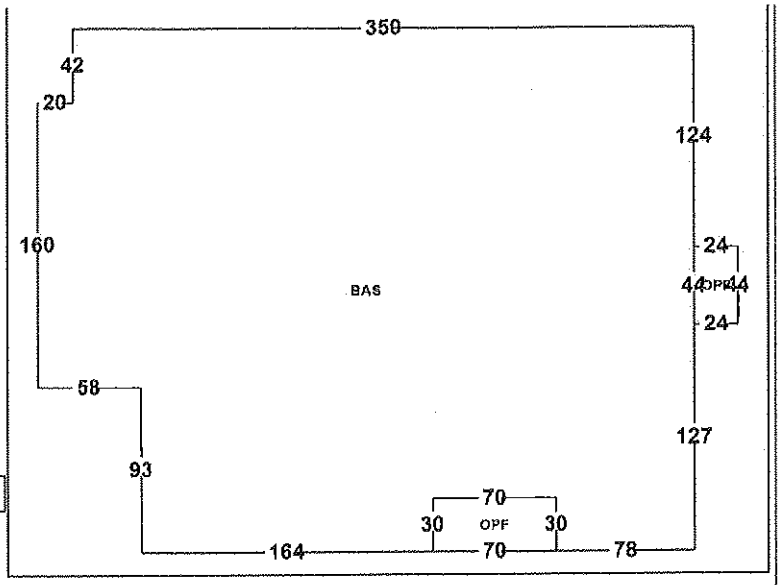
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 1800 ST MARY ST, Year Built: 1975, Effective Year: 1985

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*100*
EXTERIOR WALL-*STUCCO OV BLOCK*

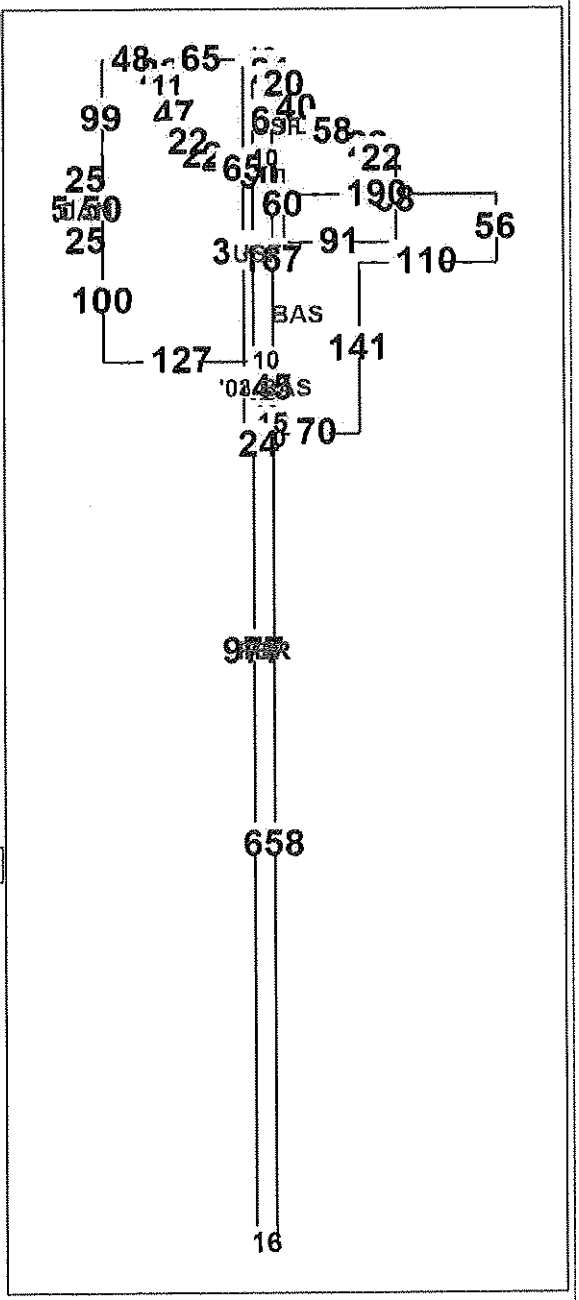
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*94*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*



Areas - 103972 Total SF
BASE AREA - *100816*
OPEN PORCH FIN - *3156*

Address:2935 N L ST, Year Built: 1979, Effective Year: 1985

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*250*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*VINYL ASBESTOS*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*583*
NO. STORIES-*7*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

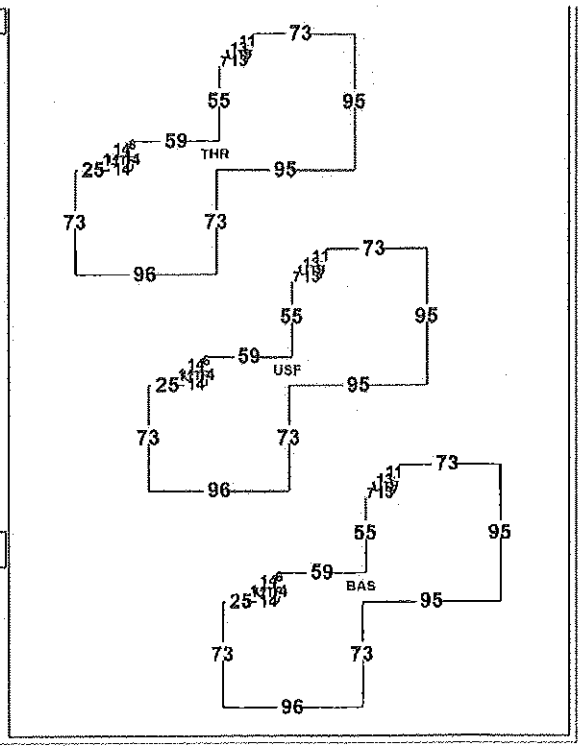


Areas - 133303 Total SF
BASE AREA - *54213*
CANOPY - *1250*
FIFTH STORY - *15632*
FOURTH STORY - *15632*
THIRD STORY - *15632*
UPPER STORY FIN - *30944*

Year Built: 1984, Effective Year: 1984

Structural Elements

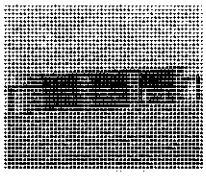
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*92*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*VINYL ASBESTOS*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*184*
NO. STORIES-*3*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*



Areas - 50808 Total SF

BASE AREA - *16623*
THIRD STORY - *16623*
UPPER STORY FIN - *16623*
UTILITY FIN - *939*

Images



10/21/05

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/09/2016 (tc.26949)

Chris Jones
Escambia County Property Appraiser

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

Back

Printer Friendly Version

Navigate Mode ◉ Account ○ Reference

General Information

Reference: 172S305015000009
Account: 062437000
Owners: MCDONALD SHOPPING CENTER LLC
Mail: 3030 N PACE BLVD
PENSACOLA, FL 32505
Situs: 2816 N PACE BLVD 32501
Use Code: STORE, 1 STORY
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$214,434	$113,916	$328,350	$328,350
2015	$214,434	$90,873	$305,307	$305,307
2014	$214,434	$90,496	$304,930	$304,930

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2006	5995	1758	$100	WD	View Instr
07/1998	4284	691	$198,000	WD	View Instr
07/1998	4284	689	$100	SM	View Instr
08/1997	4163	1459	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

BEG 110 45/100 FT E AND 34 5/10 FT N OF SW COR OF LT 15 N 265 5/10 FT FOR POB N 273 6/10 FT S 89 DEG 37 1/2 MIN E...

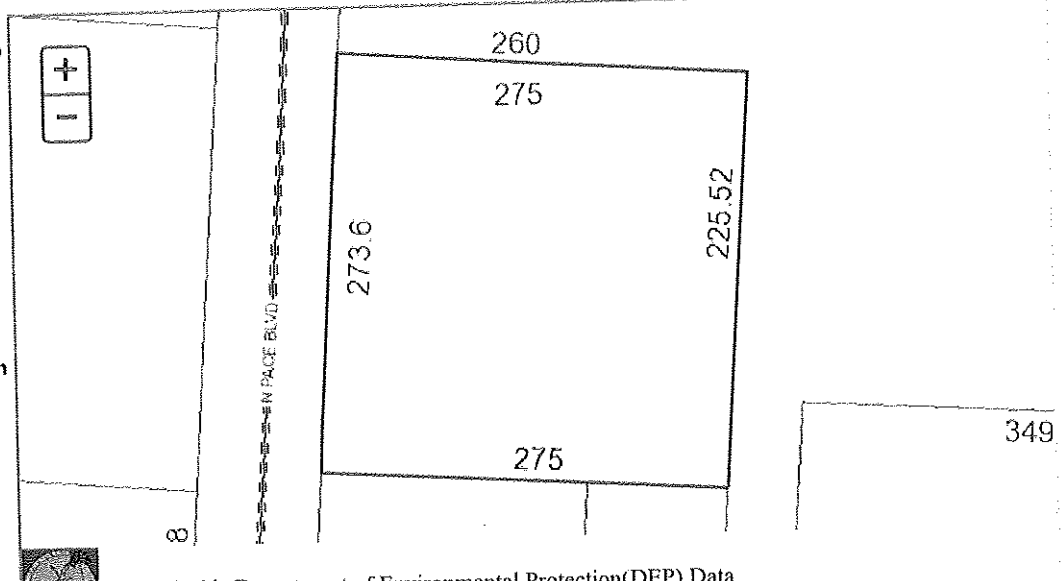
Extra Features

ASPHALT PAVEMENT
CANOPY
CHAINLINK FENCE

Launch Interactive Map

Parcel Information

Section Map Id: 17-2S-30-1
Approx. Acreage: 1.7273
Zoned: HC/LI
Evacuation & Flood Information Open Report



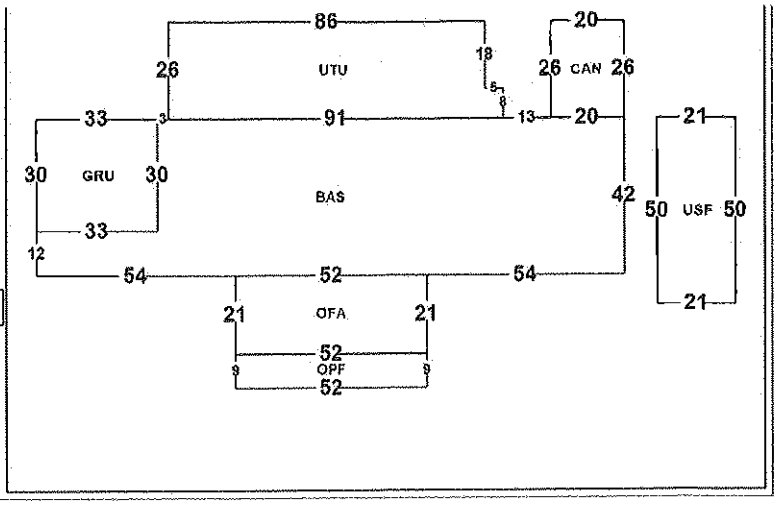
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2816 N PACE BLVD, Year Built: 1955, Effective Year: 1955

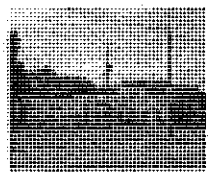
Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*

FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*10*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 12126 Total SF
BASE AREA - *5730*
CANOPY - *520*
GARAGE UNFIN - *990*
OFFICE AVG - *1092*
OPEN PORCH FIN - *468*
UPPER STORY FIN - *1050*
UTILITY UNF - *2276*

Images



7/5/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/09/2016 (tc.27015)

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 25, 2016
Secretary of State
CC9861907434

DOCUMENT# 770674

Entity Name: SAND POINT HOMEOWNERS' ASSOCIATION, INC.

Current Principal Place of Business:

4525 FOREST BREEZE CT.
PACE, FL 32571

Current Mailing Address:

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

FEI Number: 59-2105233

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHASE, JAMES L.
201 E. GOVERNMENT ST.
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date

Electronic Signature of Registered Agent

Officer/Director Detail :

Title	STD
Name	MAUCH, JAMES M
Address	4525 FOREST BREEZE CT
City-State-Zip:	PACE FL 32571

Title	PD
Name	FRECHETTE, ANNE
Address	9440 SCENIC HWY
City-State-Zip:	PENSACOLA FL 32507

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES MAUCH SEC/TREAS 03/25/2016

Electronic Signature of Signing Officer/Director Detail Date

Chris Jones
Escambia County Property Appraiser

General Information

Reference: 172S305015002001
Account: 062425100
Owners: MCDONALD SHOPPING CENTER LLC
Mail: 3030 N PACE BLVD
PENSACOLA, FL 32505
Situs: 3080 N PACE BLVD 32501
Use Code: COMMUNITY SHOP CTR.
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$1,411,321	$816,461	$2,227,782	$1,625,642
2015	$681,355	$796,502	$1,477,857	$1,477,857
2014	$681,355	$780,432	$1,461,787	$1,461,787

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2006	5995	1758	$100	WD	View Instr
07/1998	4284	691	$198,000	WD	View Instr
01/1989	2657	955	$100	WD	View Instr
01/1989	2657	952	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

BEG AT NE COR OF LT 15 N 89 DEG 37 MIN 30 SEC W ALG N LI OF LT 787 50/100 FT S 1 DEG 11 MIN W 41 28/100 FT RO PR...

Extra Features

ASPHALT PAVEMENT
CONCRETE PAVING
FRAME BUILDING

Parcel Information

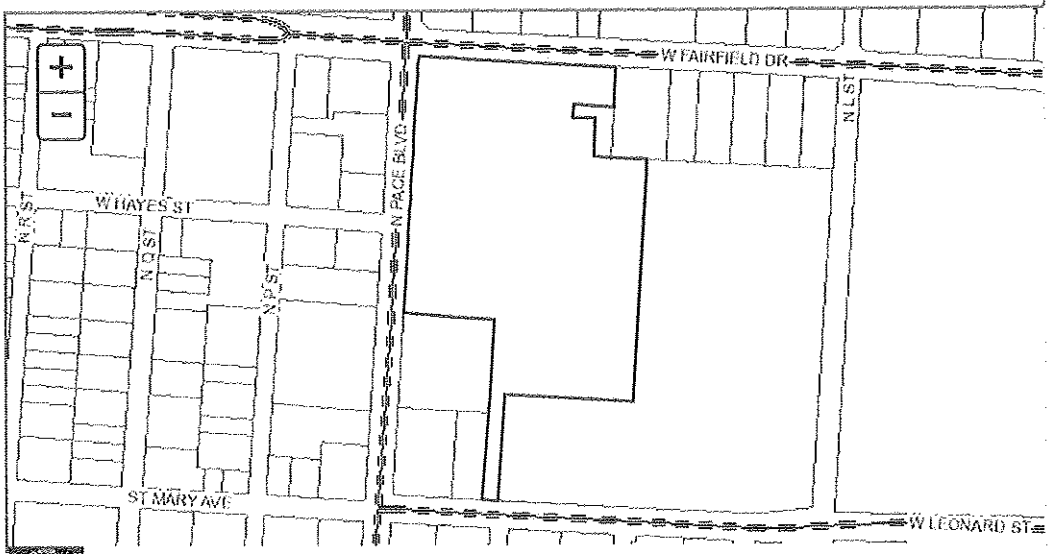
Launch Interactive Map

Section Map Id: 17-2S-30-1

Approx. Acreage: 12.3800

Zoned: HC/LI

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

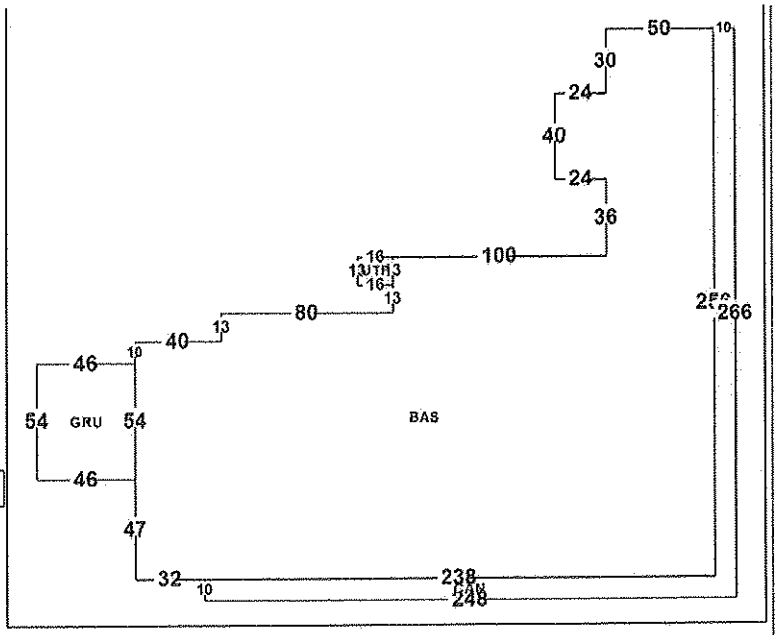
Buildings

Address:3080 N PACE BLVD, Year Built: 1959, Effective Year: 1959

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*CONCRETE BLOCK*

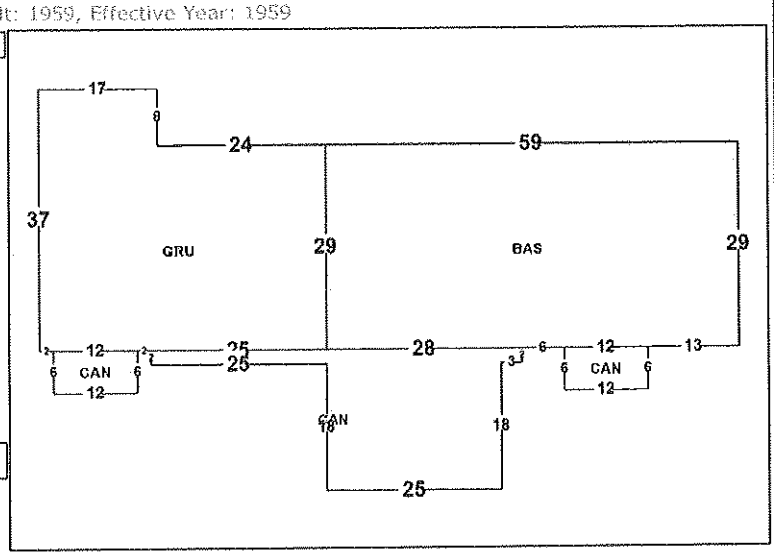
FLOOR COVER-*VINYL ASBESTOS*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*60*
NO. STORIES-*1*
ROOF COVER-*MEMBRANE*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 50852 Total SF
BASE AREA - *43120*
CANOPY - *5040*
GARAGE UNFIN - *2484*
UTILITY FIN - *208*

Address:1803 W FAIRFIELD DR, Year Built: 1959, Effective Year: 1959

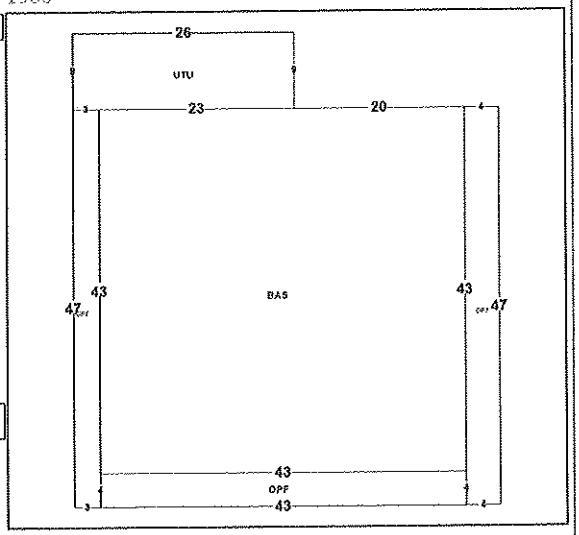
Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO OV BLOCK*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*2*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 3736 Total SF
BASE AREA - *1711*
CANOPY - *700*
GARAGE UNFIN - *1325*

Address:3160 N PACE BLVD, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*SIDING-LAP.AAVG*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PLASTER DIRECT*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*

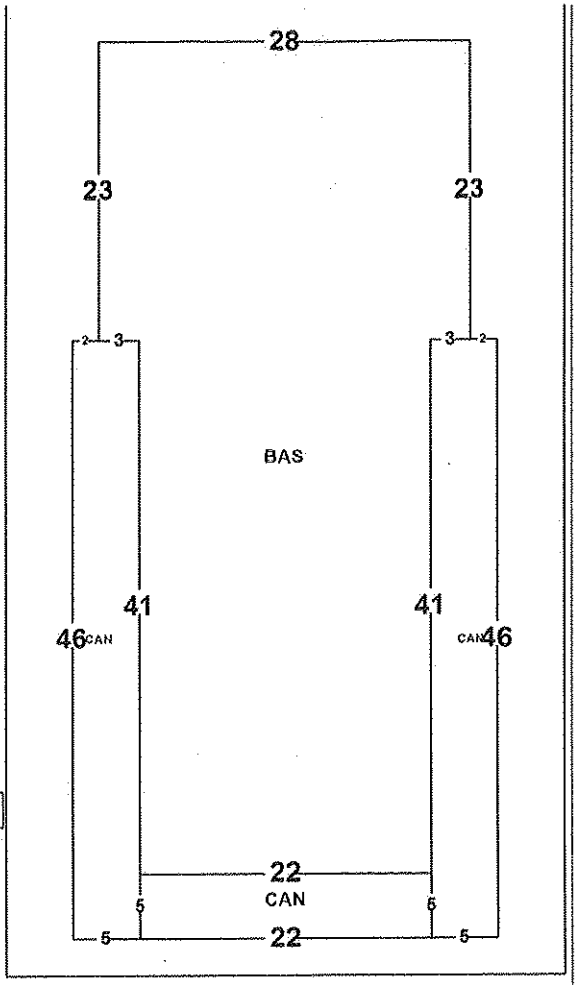


Areas - 2584 Total SF
BASE AREA - *1849*
OPEN PORCH FIN - *501*
UTILITY UNF - *234*

Address:3000 N PACE BLVD, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*

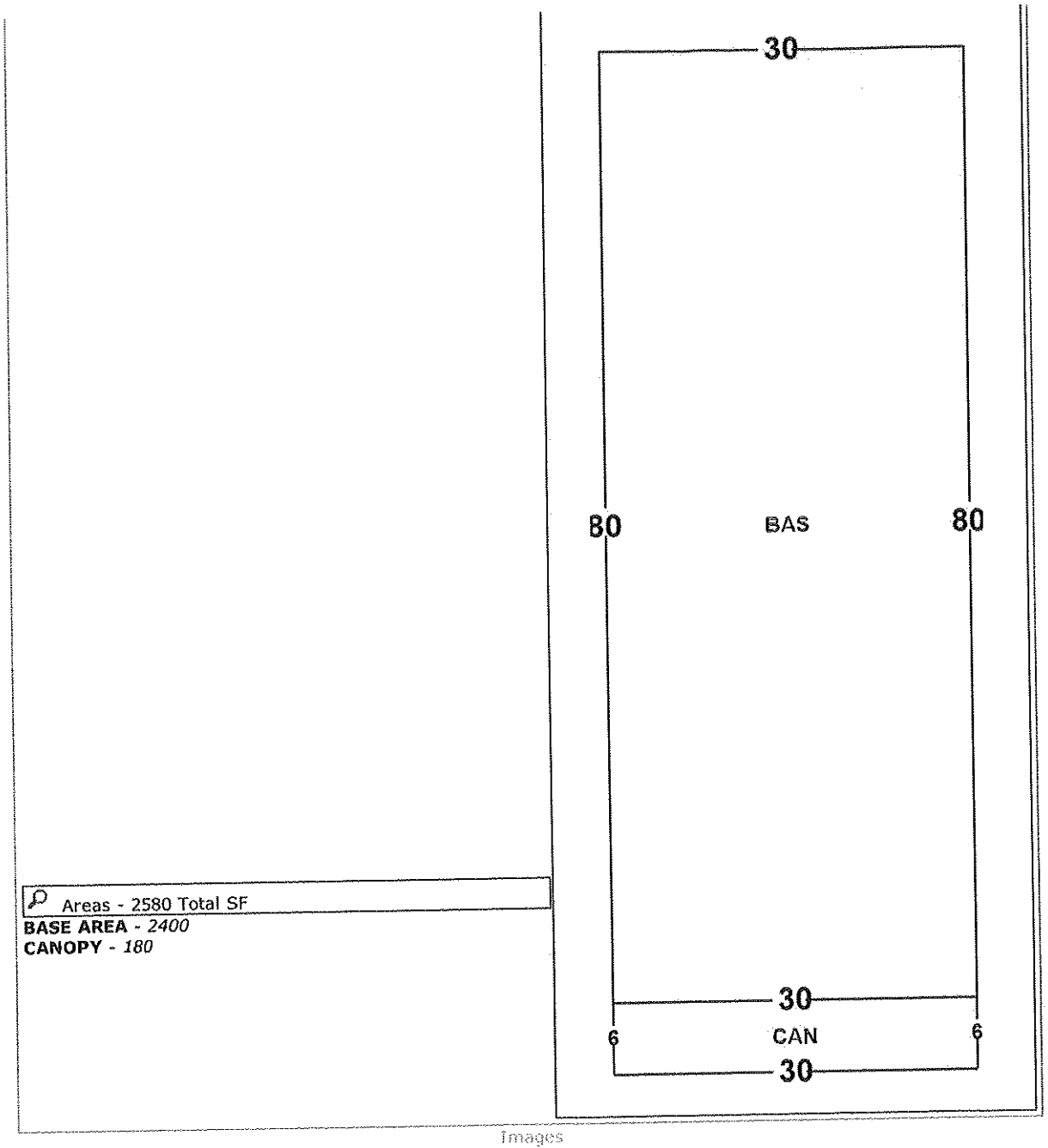
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*PLASTER DIRECT*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2116 Total SF
BASE AREA - *1546*
CANOPY - *570*

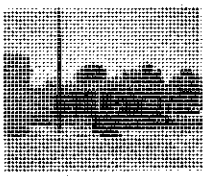
Address:1805 W FAIRFIELD DR, Year Built: 1961, Effective Year: 1961

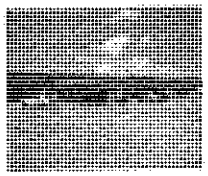
Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*WALL/FLOOR FURN*
INTERIOR WALL-*PANEL-PLYWOOD*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*MASONRY PIL/STL*

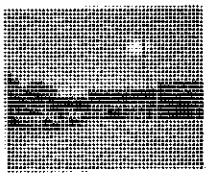


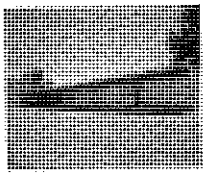
Areas - 2580 Total SF
BASE AREA - *2400*
CANOPY - *180*

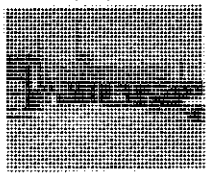
Images

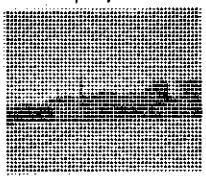

6/22/12


6/22/12


6/22/12


6/22/12


6/22/12


6/22/12

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/09/2016 (lc.27025)

Florida Department of State

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
SAND POINT HOMEOWNERS' ASSOCIATION, INC.

Filing Information

Document Number	770674
FEI/EIN Number	59-2105233
Date Filed	10/11/1983
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/10/1986

Principal Address

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

Changed: 04/05/2012

Mailing Address

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

Changed: 04/05/2012

Registered Agent Name & Address

CHASE, JAMES L.
201 E. GOVERNMENT ST.
PENSACOLA, FL 32501

Name Changed: 05/15/1987

Address Changed: 03/06/1989

Officer/Director Detail

Name & Address

Title STD

MAUCH, JAMES M
4525 FOREST BREEZE CT
PACE, FL 32571 UN

Title PD

FRECHETTE, ANNE
9440 SCENIC HWY
PENSACOLA, FL 32507 UN

Annual Reports

Report Year	Filed Date
2014	01/28/2014
2015	03/24/2015
2016	03/25/2016

Document Images

03/25/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/28/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
02/05/2005 -- ANNUAL REPORT	View image in PDF format
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01/28/2002 -- ANNUAL REPORT	View image in PDF format
03/12/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/11/1999 -- ANNUAL REPORT	View image in PDF format
03/13/1998 -- ANNUAL REPORT	View image in PDF format
02/04/1997 -- ANNUAL REPORT	View image in PDF format
02/09/1996 -- ANNUAL REPORT	View image in PDF format
02/22/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	172S305015003001
Account:	062425125
Owners:	MCDONALD SHOPPING CENTER LLC
Mail:	3030 N PACE BLVD PENSACOLA, FL 32505
Situs:	1807 W FAIRFIELD DR 32501
Use Code:	STORE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$25,080	$39,690	$64,770	$64,770
2015	$25,080	$37,905	$62,985	$62,985
2014	$25,080	$37,605	$62,685	$62,685

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2006	5995	1758	$100	WD	View Instr
08/2006	5982	1545	$100	CJ	View Instr
08/2006	5982	1167	$100	QC	View Instr
08/2006	5982	1165	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

BEG AT NE COR OF LT 15 N 89 DEG 37 MIN 30 SEC W ALG N LI OF SD LT 787 50/100 FT S 1 DEG 11 MIN W 41 28/100 FT TO...

Extra Features

None

Parcel Information

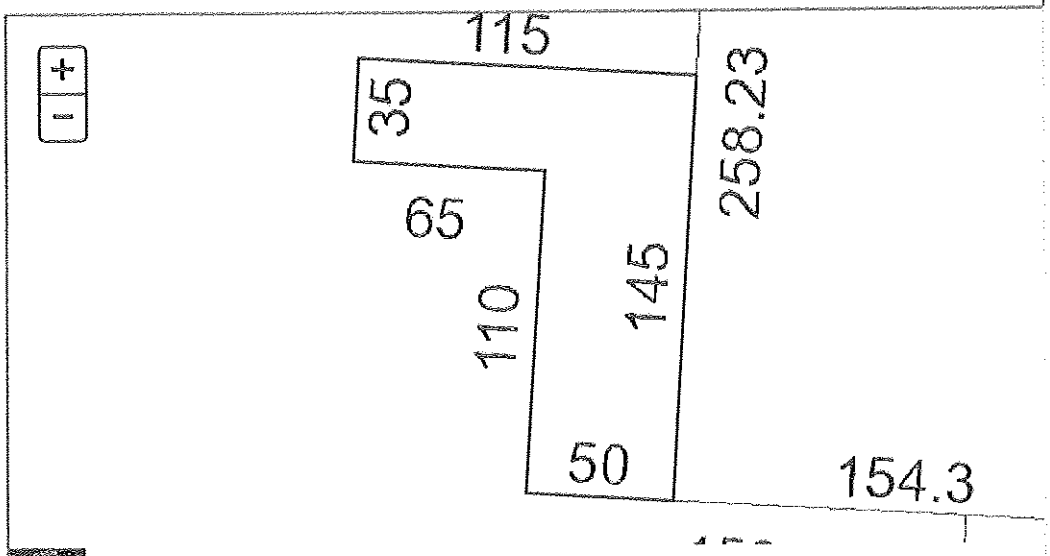
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.2200

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



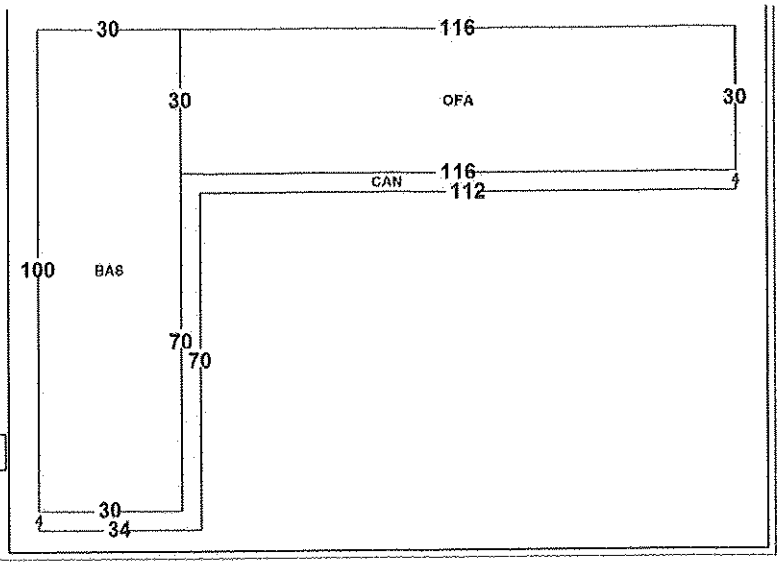
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 1807 W FAIRFIELD DR, Year Built: 1959, Effective Year: 1959

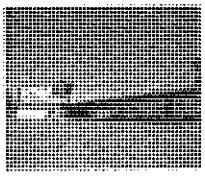
Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*VINYL ASBESTOS*

FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 7344 Total SF
BASE AREA - *3000*
CANOPY - *864*
OFFICE AVG - *3480*

Images



1/24/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/09/2016 (tc.27051)

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 21, 2016

RE: Transportation & Traffic Operations (TTO) Comments – LSA-2016-04

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-04, Escambia County Jail Site, Juvenile Justice Center and Surrounding Escambia County Owned Property, agenda item for the upcoming Planning Board meeting scheduled for January 3, 2017. Please see the below comment.

- LSA-2016-04 – Upon review of regional and local transportation plans, there are currently no programmed improvements to the roadway network in the vicinity of this application. Seeing none, TTO Staff has no concerns with the Large Scale Amendment request.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Pastor Sylvia E Tisdale

*Address: 2300 W. Pace Blvd *City, State, Zip: _____

Email Address: sylvitisdale@aol.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Large Scale LSA 2016-04

Date: 12/8/2016

Date requested back by: January PB

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 12/9/2016

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

See draft MDC1 & comments — Approved PB2

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF FOUR CONTIGUOUS PARCELS; CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-002 TOTALING 14.78 (+/-) ACRES, LOCATED AT 1800 ST MARY STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-009 TOTALING 1.72 (+/-) ACRES, LOCATED AT 2816 N PACE BOULEVARD, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-002-001 TOTALING 12.38 (+/-) ACRES, LOCATED AT 3080 N PACE BOULEVARD, FROM COMMERCIAL (C) TO PUBLIC (P); AND CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-003-001 TOTALING 0.22 (+/-) ACRES, LOCATED AT 1807 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); ALL PARCELS TOTALING 29.3 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-04."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-002 and totaling 14.78 (+/-) acres, located at 1800 St. Mary Street, as more particularly described in the two split Boundary Survey descriptions one produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit A, and the second Boundary Survey description produced by Hatch Mott MacDonald, LLC., Professional Engineering & Surveying Services as Exhibit B, from Mixed Use Urban (MU-U) to Public (P);

(B) A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-009 and totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Mixed Use Urban (MU-U) to Public (P);

(C) A parcel within Section 17, Township 2S, Range 30W, parcel number parcel number 5015-002-001 and totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Commercial (C) to Public (P);

(D) And a parcel within Section 17, Township 2S, Range 30W, parcel number 5015-003-001 and totaling 0.22 acres located at 1807 W Fairfield Drive, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering

& Surveying Services as Exhibit C from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Exhibit A

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
■	4"x4" Concrete monument found no #
×	"X" cut in concrete
●	1/2" Capped iron rod set #7073
⊛	1/2" Capped iron rod found #noted
○	1" Iron pipe found
⊕	1/2" Iron rod found
	Sanitary sewer manhole
	Storm manhole
	Storm inlet
	Light pole with base
	Sewer cleanout
	Electric equipment
	Backflow preventor
	Power pole
——¢——	Guy wire
	Telephone marker
——x——	Chain link fence
——o——	Wood fence
——ss——	Sanitary sewer line
——s——	Storm sewer line
——etc——	Electric/telephone/cable line

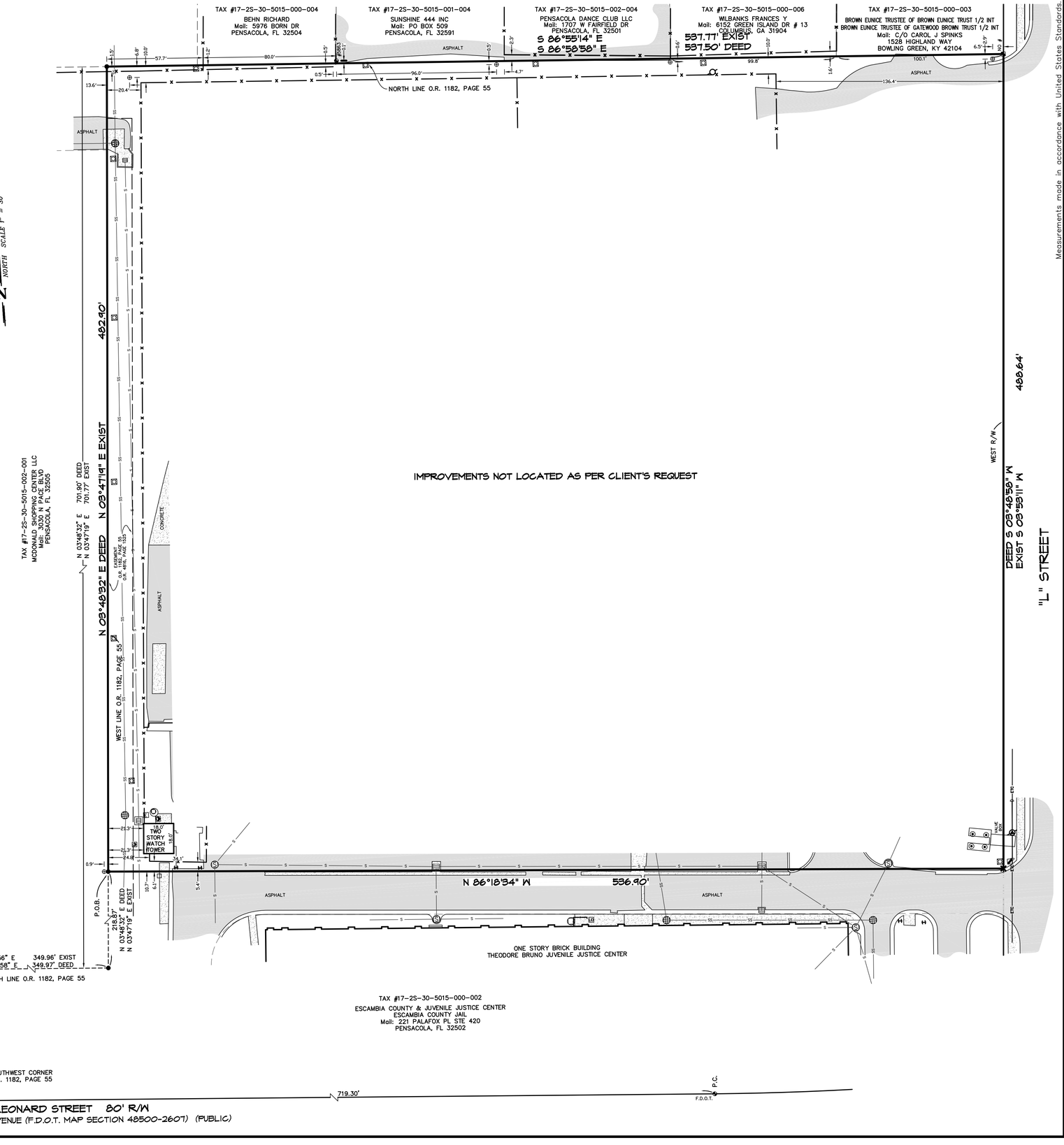
SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104&201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist) (this course and the next four courses along said west line and north line of said parcel described in Official Record Book 1182 at page 55) for a distance of 298.08 feet (298.66 feet exist); thence South 86 degrees 44'58" East (South 86 degrees 38'56" East exist) for a distance of 349.97 feet (349.96 feet exist); thence North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 58'58" east (South 86 degrees 55'14" East exist) for a distance of 537.50 feet (537.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 48'58" West (South 03 degrees 53'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.99 acres, more or less.



Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH R/W LEONARD STREET AS S 86°38'56" E (GRID NORTH)
Ordered By: MR. DANNY SWAIN Elevation Reference:
Encroachments: FENCES, ASPHALT, CONCRETE
Source of Information: TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAPS: SR #292, SECTION 4805-104; S.R. #284A, SECTION 48550-2622 & SECTION 48550-2604; SURVEY'S BY: COLOCADO, HINSON & THIS FIRM

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ FSM #5605
Walter J. Glaze ■ FSM #6190

SHEET 1 OF 1

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH RAISED SEAL AND SIGN BY SURVEYOR

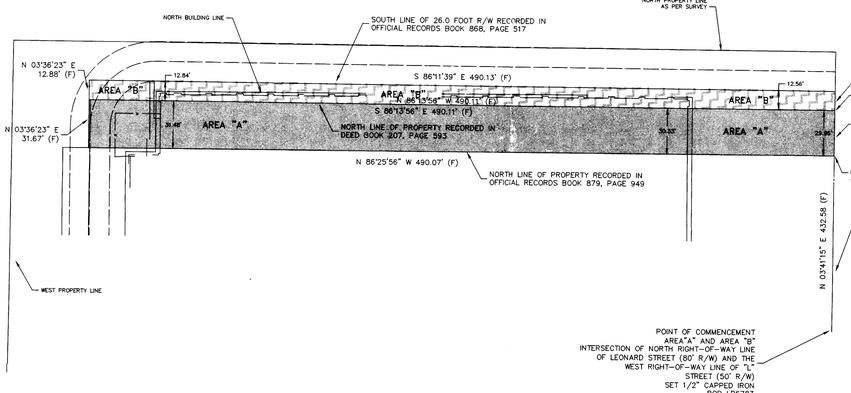
File No. C-7587
Job No. 37072-16
Scale 1" = 30'
Date of Survey 11-29-2016
Date of Plat 11-30-2016
Date of Revision
FB 1587 PG 41-79
FB 1607 PG 1-31
Drawn by PMJ
Checked By WJG

Exhibit B

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER

Scale 1" = 40 ft

DETAIL #1
SEE SURVEYOR'S NOTE #5



DESCRIPTION OF PROPERTY SURVEYED
PREPARED AT CLIENT'S REQUEST
JUVENILE JUSTICE CENTER
HMM PROJECT NO. 201254
April 21, 2004

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Leonard Street (80' R/W) and the West right-of-way line of "L" Street as shown on Florida Department of Transportation Right-of-way Map, Section 48500-2607, Sheet 1 of 2, dated February 16, 1976; thence North 03°41'15" East along said West right-of-way line for 501.09 feet; thence departing said West right-of-way line North 86°14'39" West for 539.97 feet; thence South 03°59'20" West for 218.65 feet; thence North 86°40'32" West for 349.19 feet; thence South 04°17'15" West for 297.50 feet to the aforementioned North right-of-way line of Leonard Street (80' R/W); thence (this call and the succeeding two calls are along said North right-of-way line) South 86°31'03" East for 719.35 feet to the Point of Curvature of a circular curve concave to the North having a radius of 1810.86 feet and a central angle of 05°22'29"; thence in an Easterly direction along the arc of said curve for an arc distance of 169.87 feet (Chord Bearing South 89°12'18" East – Chord Distance 169.81 feet) to the Point of Tangency of said curve; thence North 42°59'21" East for 7.07 feet to the Point of Beginning. Containing 8.79 acres, more or less.

Subject to the following easements found in the public records of Escambia County, Florida:

15.0 foot Sanitary Sewer Easement as recorded in Official Record Book 1182 at page 56.

26.0 foot Easement for Right-of-Way as recorded in Official Record Book 868 at page 517.

Underground Easements in favor of Gulf Power recorded in Official Records Book 926 at page 253 and Official Records Book 1339 at page 159.

20.0 foot Easement to Escambia County Utilities Authority recorded in Official Records Book 4816 at page 1544.

LEGEND

- = FLAG POLE
- = SIGNAL SPAN POLE
- = TRAFFIC SIGN
- = FIRE HYDRANT
- = GUY WIRE ANCHOR
- = LIGHT POLE W/ 1.5 SQ. CONCRETE BASE
- = STORM DRAIN MANHOLE (MHD)
- = SANITARY SEWER MANHOLE (MHS)
- = WATER METER
- = WOOD POWER POLE
- = WATER VALVE
- = ORNAMENTAL PLANT
- = SHRUB
- = BACKFLOW PREVENTOR
- = GAS METER

(F) = FIELD MEASUREMENT

RCP-SD = REINFORCED CONCRETE PIPE STORM DRAIN

RCP-SS = REINFORCED CONCRETE PIPE SANITARY SEWER

INV. ELEV. = INVERT ELEVATION

● = SET 1/2" CAPPED IRON ROD LB6783 UNLESS NOTED OTHERWISE

P.C. = POINT OF CURVATURE

20"OAK/50'S = SIZE & TYPE OF TREE/DRIPLINE DIAMETER

SURVEYOR'S NOTES:

1. NORTH AND BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983. THE REFERENCE MONUMENTS USED: ESC 4099, NORTHING: 534581.5358', EASTING: 1107720.091' ESC 4100, NORTHING 427172.6001', EASTING: 1107804.753'

2. ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE REFERENCED TO BENCHMARKS 706-27A, ELEVATION 75.56' (NGVD 1929) AND BENCHMARK 706-27B, ELEVATION 80.32' (NGVD 1929) AS SHOWN ON A SURVEY BY PITTMAN AND ASSOC., JOB NUMBER 23361-96, DATED 02-25-1994.

3. A TITLE SEARCH BY ESCAROSA LAND RESEARCH CO., FILE NO 10330, WAS FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC BY MIKE MARSHALL OF SAM MARSHALL ARCHITECTS.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THERE IS A 31.0'± GAP BETWEEN DEED RECORDED IN DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 949, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1. THERE IS ALSO A 12.5' ± GAP BETWEEN DEED RECORDED DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 517, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1.

ENCROACHMENTS ON OR IMPROVEMENTS ARE AS SHOWN OR NOTED
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

CERTIFICATE OF AUTHORIZATION L.B.#6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

R. S. COLOCADO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6049

AFFIX SURVEYOR SEAL

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 434-6911 = Fax: (850) 484-8199

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

FIELD BOOK	PAGES
771	29-54
786	65-66

REV.	DATE	REVISION DESCRIPTION
1	04-27-2004	ADD EASEMENTS

DATE ISSUED: 10-24-2003
FIELD DATE: 10-16-2003
DRAWN BY: C.S.R.
SURVEYOR: R. S. COLOCADO
PROJECT NUMBER: 210254


SHEET TITLE: BOUNDARY AND TOPOGRAPHICAL SURVEY

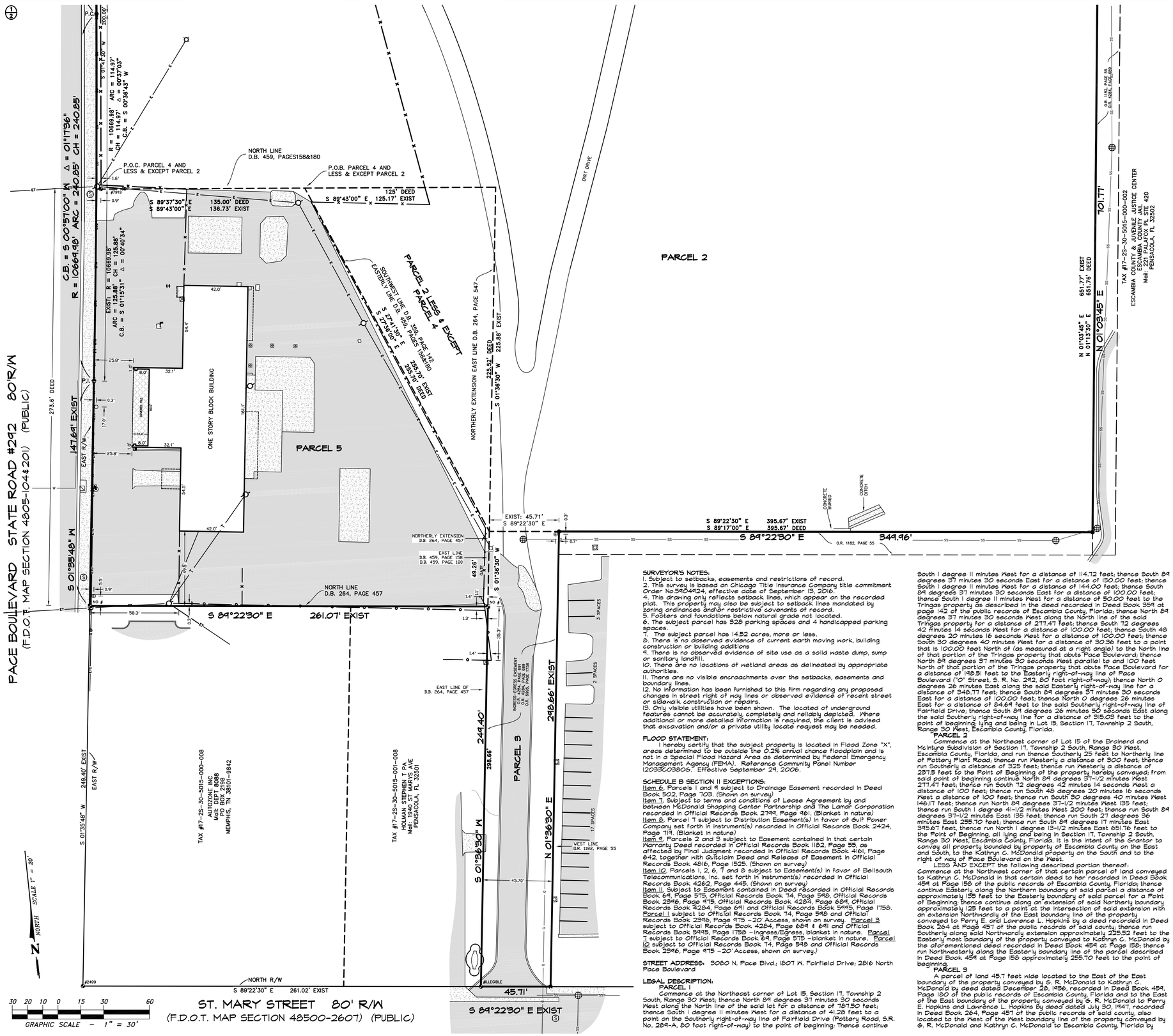
SHEET NUMBER:

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission.

P:\210254\Survey\dwg\BDY-TOPO1.dwg, 04/28/2004 11:49:15 AM

Exhibit C


AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W
Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By MS. STACEY WARD Elevation Reference
Encroachments ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information TAX MAPS, PUBLIC RECORDS, D.O.T. R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM
Measurements made in accordance with United States Standards.
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: pgasurvey@bellsouth.net
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.
David D. Glaze PSM #5605
Walter J. Glaze PSM #6190
LB No. 7073
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR
SHEET 1 OF 2
File No. C-7550
Job No. 36473-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1597 PG 41-75
Drawn by PMJ
Checked By WJG
GRAPHIC SCALE - 1" = 30'
PACE BOULEVARD STATE ROAD #292 80'R/W
(F.D.O.T. MAP SECTION 4805-104&201) (PUBLIC)
FAIRFIELD DRIVE STATE ROAD #S-289A 80' R/W
(FORMERLY POTTERY PLANT ROAD) (F.D.O.T. MAP SECTION 48550-2602) (PUBLIC)
PARCEL 1
PARCEL 2
PARCEL 4
PARCEL 6
PARCEL 7
PARCEL 8
PARCEL 10
ONE STORY BRICK AND CONCRETE BLOCK BUILDING
ONE STORY BLOCK AND FRAME BUILDING
ONE STORY BRICK AND FRAME BUILDING
ONE STORY STUCCO BUILDING
ONE STORY BLOCK BUILDING
TAX #17-2S-30-5015-000-002 ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER ESCAMBIA COUNTY JAIL Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
TAX #17-2S-30-5015-001-005 MARKER JEFFREY L & DONNA J Mail: 1765 E NINE MILE RD STE 1 #226 PENSACOLA, FL 32514





VICINITY MAP

deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 80.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 84 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 24.64 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 259.70 feet; thence run South 84 degrees 17 minutes East 345.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof:

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by S. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by S. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by S. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Chicago Title Insurance Company title commitment Order No.5904424, effective date of September 13, 2016.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. The subject parcel has 328 parking spaces and 4 handicapped parking spaces.
7. The subject parcel has 14.52 acres, more or less.
8. There is no observed evidence of current earth moving work, building construction or building additions
9. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
10. There are no locations of wetland areas as delineated by appropriate authorities.
11. There are no visible encroachments over the setbacks, easements and boundary lines.
12. No information has been furnished to this firm regarding any proposed changes in street right of way lines or observed evidence of recent street or sidewalk construction or repairs.
13. Only visible utilities have been shown. The located of underground features should be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be needed.

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0380C. Effective September 29, 2006.

SCHEDULE B SECTION II EXCEPTIONS:

Item 6. Parcels 1 and 9 subject to Drainage Easement recorded in Deed Book 562, Page 103. (Shown on survey)

Item 7. Subject to terms and conditions of Lease Agreement by and between McDonald Shopping Center Partnership and The Lamar Corporation recorded in Official Records Book 2748, Page 461. (Blanket in nature)

Item 8. Parcel 7 subject to Distribution Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Official Records Book 2424, Page 719. (Blanket in nature)

Item 9. Parcels 2 and 3 subject to Easement contained in that certain Warranty Deed recorded in Official Records Book 1182, Page 55, as affected by Final Judgment recorded in Official Records Book 4161, Page 642, together with Quitclaim Deed and Release of Easement in Official Records Book 4816, Page 1525. (Shown on survey)

Item 10. Parcels 1, 2, 6, 7 and 8 subject to Easement(s) in favor of Bellsouth Telecommunications, Inc. set forth in instrument(s) recorded in Official Records Book 2946, Page 448. (Shown on survey)

Item 11. Subject to Easement contained in Deed recorded in Official Records Book 69, Page 575, Official Records Book 74, Page 598, Official Records Book 2946, Page 975, Official Records Book 4284, Page 689, Official Records Book 4284, Page 691 and Official Records Book 5945, Page 1758.

Parcel 1 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey. Parcel 3 subject to Official Records Book 4284, Page 689 & 691 and Official Records Book 5945, Page 1758 – Ingress/Egress, blanket in nature. Parcel 7 subject to Official Records Book 69, Page 575 –blanket in nature. Parcel 10 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey.)

STREET ADDRESS: 3080 N. Pace Blvd.; 1807 W. Fairfield Drive; 2816 North Pace Boulevard

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By: MS. STACEY WARD Elevation Reference:
Encroachments: ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information: TAX MAPS, PUBLIC RECORDS; D.O.T. R/W MAPS; SR #292, SECTION 4805-104; S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCATO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY; A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Walter J. Glaze
PSM #6190

David D. Glaze
PSM #5605

SHEET 2 OF 2

LB No. 7078

NOT VALID UNLESS IMPRINTED WITH SEAL AND SIGN BY SURVEYOR

File No. C-7551
Job No. 36913-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1547 PG 41-75
FB PG
Drawn by PMJ
Checked By WJG

CERTIFICATION

To: Emmanuel, Sheppard & Condon; Chicago Title Insurance Company; Escambia county, a political subdivision of the State of Florida; McDonald Shopping Center, LLC, a Florida limited liability company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11(a), 11(b), 13, 14, 16, 18 & 19 of Table A thereof. The fieldwork was completed on September 22, 2016.

Date of Plat or Map: September 22, 2016

Walter J. Glaze, PSM #6190

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof: Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11’ West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11’ East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11’ West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5’ West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11’ West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11’ East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5’ East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26’ West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26’ East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26’ West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26’ East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5’ East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40’ West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5’ West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF FOUR CONTIGUOUS PARCELS; CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-002 TOTALING 14.78 (+/-) ACRES, LOCATED AT 1800 ST MARY STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-009 TOTALING 1.72 (+/-) ACRES, LOCATED AT 2816 N PACE BOULEVARD, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-002-001 TOTALING 12.38 (+/-) ACRES, LOCATED AT 3080 N PACE BOULEVARD, FROM COMMERCIAL (C) TO PUBLIC (P); AND CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-003-001 TOTALING 0.22 (+/-) ACRES, LOCATED AT 1807 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); ALL PARCELS TOTALING 29.3 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-04."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-002 and totaling 14.78 (+/-) acres, located at 1800 St. Mary Street, as more particularly described in the two split Boundary Survey descriptions one produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit A, and the second Boundary Survey description produced by Hatch Mott MacDonald, LLC., Professional Engineering & Surveying Services as Exhibit B, from Mixed Use Urban (MU-U) to Public (P);

(B) A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-009 and totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Mixed Use Urban (MU-U) to Public (P);

(C) A parcel within Section 17, Township 2S, Range 30W, parcel number parcel number 5015-002-001 and totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Commercial (C) to Public (P);

(D) And a parcel within Section 17, Township 2S, Range 30W, parcel number 5015-003-001 and totaling 0.22 acres located at 1807 W Fairfield Drive, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Exhibit A

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
■	4"x4" Concrete monument found no #
×	"X" cut in concrete
●	1/2" Capped iron rod set #7073
⊛	1/2" Capped iron rod found #noted
○	1" Iron pipe found
⊕	1/2" Iron rod found
	Sanitary sewer manhole
	Storm manhole
	Storm inlet
	Light pole with base
	Sewer cleanout
	Electric equipment
	Backflow preventor
	Power pole
——¢——	Guy wire
	Telephone marker
——x——	Chain link fence
——o——	Wood fence
——ss——	Sanitary sewer line
——s——	Storm sewer line
——etc——	Electric/telephone/cable line

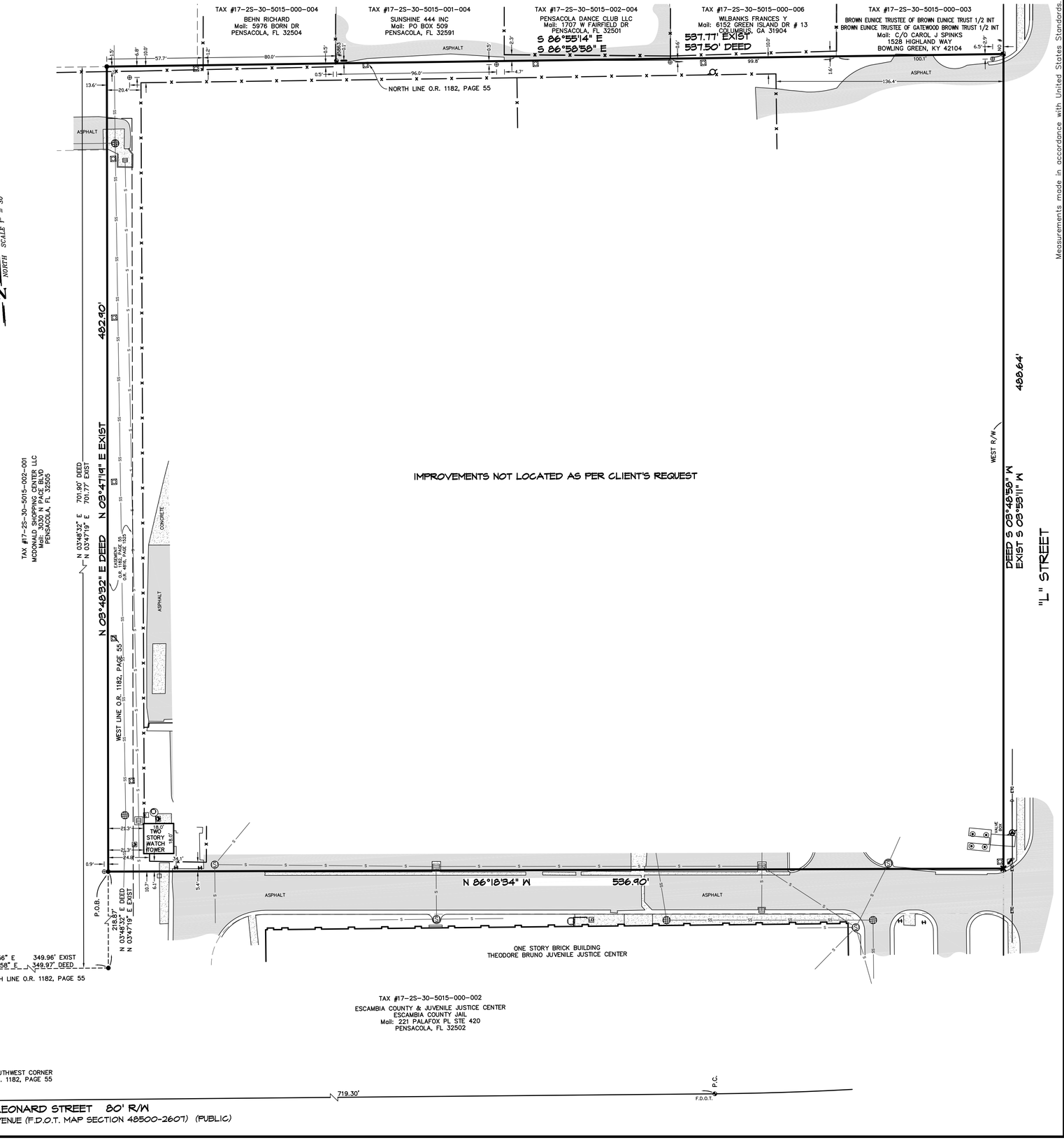
SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104&201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist) (this course and the next four courses along said west line and north line of said parcel described in Official Record Book 1182 at page 55) for a distance of 298.08 feet (298.66 feet exist); thence South 86 degrees 44'58" East (South 86 degrees 38'56" East exist) for a distance of 349.97 feet (349.96 feet exist); thence North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 58'58" east (South 86 degrees 55'14" East exist) for a distance of 537.50 feet (537.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 48'58" West (South 03 degrees 53'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.99 acres, more or less.



Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH R/W LEONARD STREET AS S 86°38'56" E (GRID NORTH)
Ordered By: MR. DANNY SWAIN Elevation Reference:
Encroachments: FENCES, ASPHALT, CONCRETE
Source of Information: TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAPS: SR #292, SECTION 4805-104; S.R. #284A, SECTION 48550-2622 & SECTION 48550-2604; SURVEY'S BY: COLOCADO, HINSON & THIS FIRM

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ FSM #5605
Walter J. Glaze ■ FSM #6190

SHEET 1 OF 1

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH RAISED SEAL AND SIGN BY SURVEYOR

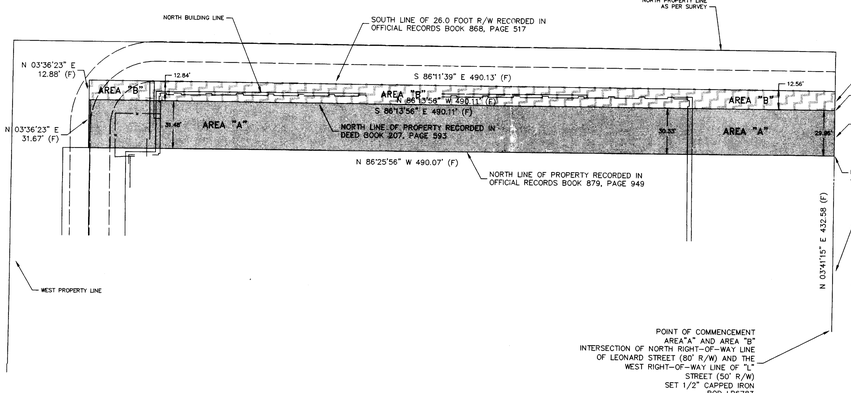
File No. C-7587
Job No. 37072-16
Scale 1" = 30'
Date of Survey 11-29-2016
Date of Plat 11-30-2016
Date of Revision
FB 1587 PG 41-79
FB 1607 PG 1-31
Drawn by PMJ
Checked By WJG

Exhibit B

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER

Scale 1" = 40 ft

DETAIL #1
SEE SURVEYOR'S NOTE #5



DESCRIPTION OF PROPERTY SURVEYED
PREPARED AT CLIENT'S REQUEST
JUVENILE JUSTICE CENTER
HMM PROJECT NO. 201254
April 21, 2004

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Leonard Street (80' R/W) and the West right-of-way line of "L" Street as shown on Florida Department of Transportation Right-of-way Map, Section 48500-2607, Sheet 1 of 2, dated February 16, 1976; thence North 03°41'15" East along said West right-of-way line for 501.09 feet; thence departing said West right-of-way line North 86°14'39" West for 539.97 feet; thence South 03°59'20" West for 218.65 feet; thence North 86°40'32" West for 349.19 feet; thence South 04°17'15" West for 297.50 feet to the aforementioned North right-of-way line of Leonard Street (80' R/W); thence (this call and the succeeding two calls are along said North right-of-way line) South 86°31'03" East for 719.35 feet to the Point of Curvature of a circular curve concave to the North having a radius of 1810.86 feet and a central angle of 05°22'29"; thence in an Easterly direction along the arc of said curve for an arc distance of 169.87 feet (Chord Bearing South 89°12'18" East – Chord Distance 169.81 feet) to the Point of Tangency of said curve; thence North 42°59'21" East for 7.07 feet to the Point of Beginning. Containing 8.79 acres, more or less.

Subject to the following easements found in the public records of Escambia County, Florida:

15.0 foot Sanitary Sewer Easement as recorded in Official Record Book 1182 at page 56.

26.0 foot Easement for Right-of-Way as recorded in Official Record Book 868 at page 517.

Underground Easements in favor of Gulf Power recorded in Official Records Book 926 at page 253 and Official Records Book 1339 at page 159.

20.0 foot Easement to Escambia County Utilities Authority recorded in Official Records Book 4816 at page 1544.

LEGEND

- = FLAG POLE
- = SIGNAL SPAN POLE
- = TRAFFIC SIGN
- = FIRE HYDRANT
- = GUY WIRE ANCHOR
- = LIGHT POLE W/ 1.5 SQ. CONCRETE BASE
- = STORM DRAIN MANHOLE (MHD)
- = SANITARY SEWER MANHOLE (MHS)
- = WATER METER
- = WOOD POWER POLE
- = WATER VALVE
- = ORNAMENTAL PLANT
- = SHRUB
- = BACKFLOW PREVENTOR
- = GAS METER

(F) = FIELD MEASUREMENT

RCP-SD = REINFORCED CONCRETE PIPE STORM DRAIN

RCP-SS = REINFORCED CONCRETE PIPE SANITARY SEWER

INV. ELEV. = INVERT ELEVATION

● = SET 1/2" CAPPED IRON ROD LB6783 UNLESS NOTED OTHERWISE

P.C. = POINT OF CURVATURE

20"OAK/50'S = SIZE & TYPE OF TREE/DRIPLINE DIAMETER

SURVEYOR'S NOTES:

1. NORTH AND BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983. THE REFERENCE MONUMENTS USED: ESC 4099, NORTHING: 534581.5358', EASTING: 1107720.091' ESC 4100, NORTHING 427172.6001', EASTING: 1107804.753'

2. ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE REFERENCED TO BENCHMARKS 706-27A, ELEVATION 75.56' (NGVD 1929) AND BENCHMARK 706-27B, ELEVATION 80.32' (NGVD 1929) AS SHOWN ON A SURVEY BY PITTMAN AND ASSOC., JOB NUMBER 23361-96, DATED 02-25-1994.

3. A TITLE SEARCH BY ESCAROSA LAND RESEARCH CO., FILE NO 10330, WAS FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC BY MIKE MARSHALL OF SAM MARSHALL ARCHITECTS.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THERE IS A 31.0'± GAP BETWEEN DEED RECORDED IN DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 949, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1. THERE IS ALSO A 12.5' ± GAP BETWEEN DEED RECORDED DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 517, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1.

ENCROACHMENTS ON OR IMPROVEMENTS ARE AS SHOWN OR NOTED
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

CERTIFICATE OF AUTHORIZATION L.B.#6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

R. S. COLOCADO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6049

AFFIX SURVEYOR SEAL

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 434-6911 = Fax: (850) 484-8199

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

FIELD BOOK	PAGES
771	29-54
786	65-66

REV.	DATE	REVISION DESCRIPTION
1	04-27-2004	ADD EASEMENTS

DATE ISSUED: 10-24-2003
FIELD DATE: 10-16-2003
DRAWN BY: C.S.R.
SURVEYOR: R. S. COLOCADO
PROJECT NUMBER: 210254

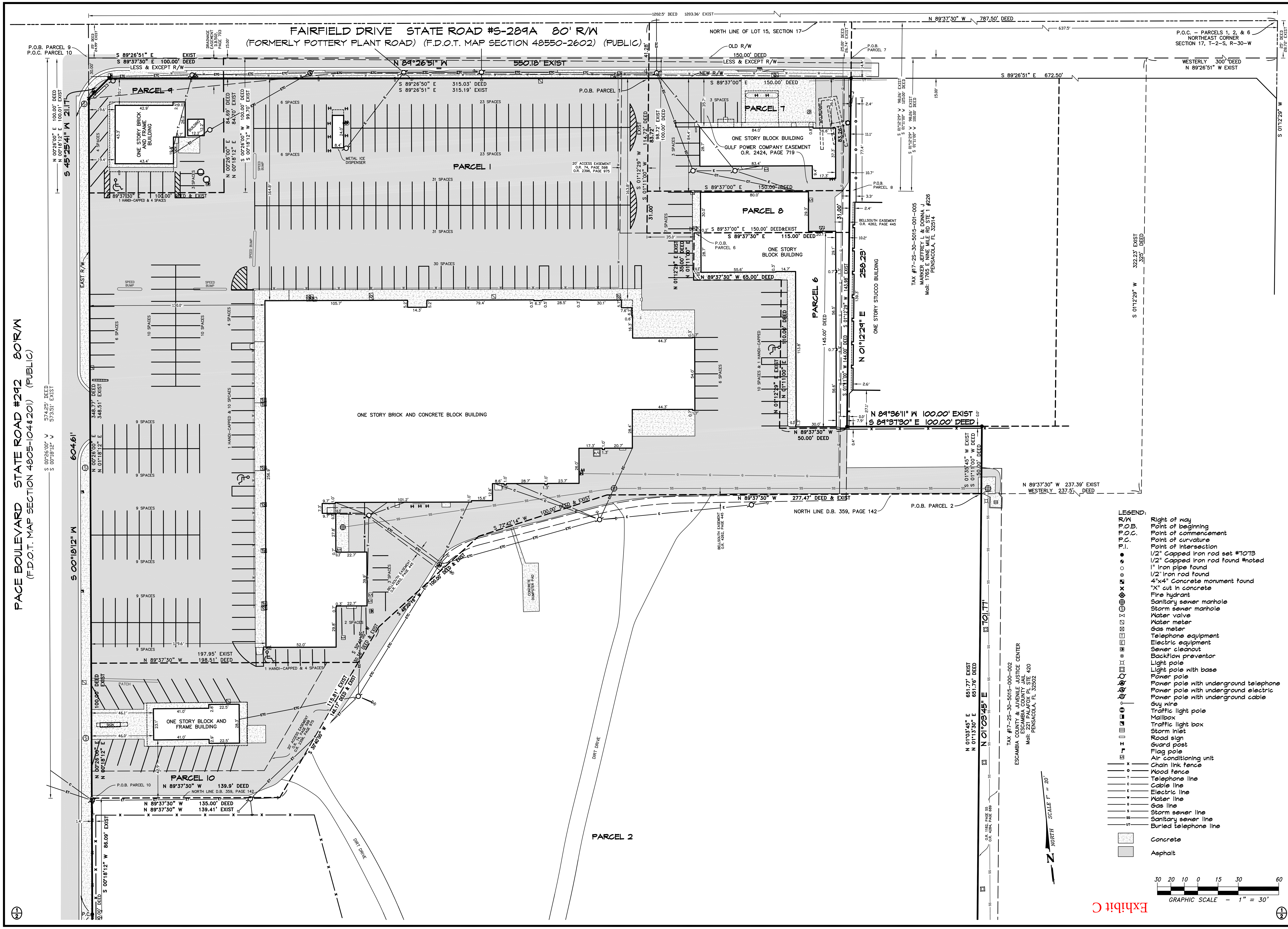
SHEET TITLE: BOUNDARY AND TOPOGRAPHICAL SURVEY

SHEET NUMBER:

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission.

P:\210254\Survey\dwg\BDY-TOPO1.dwg, 04/28/2004 11:49:15 AM

Exhibit C



Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)

Ordered By: MS. STACEY WARD   Elevation Reference

Encroachments: ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES

Source of Information: TAX MAPS, PUBLIC RECORDS, D.O.T. R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze PSM #5605

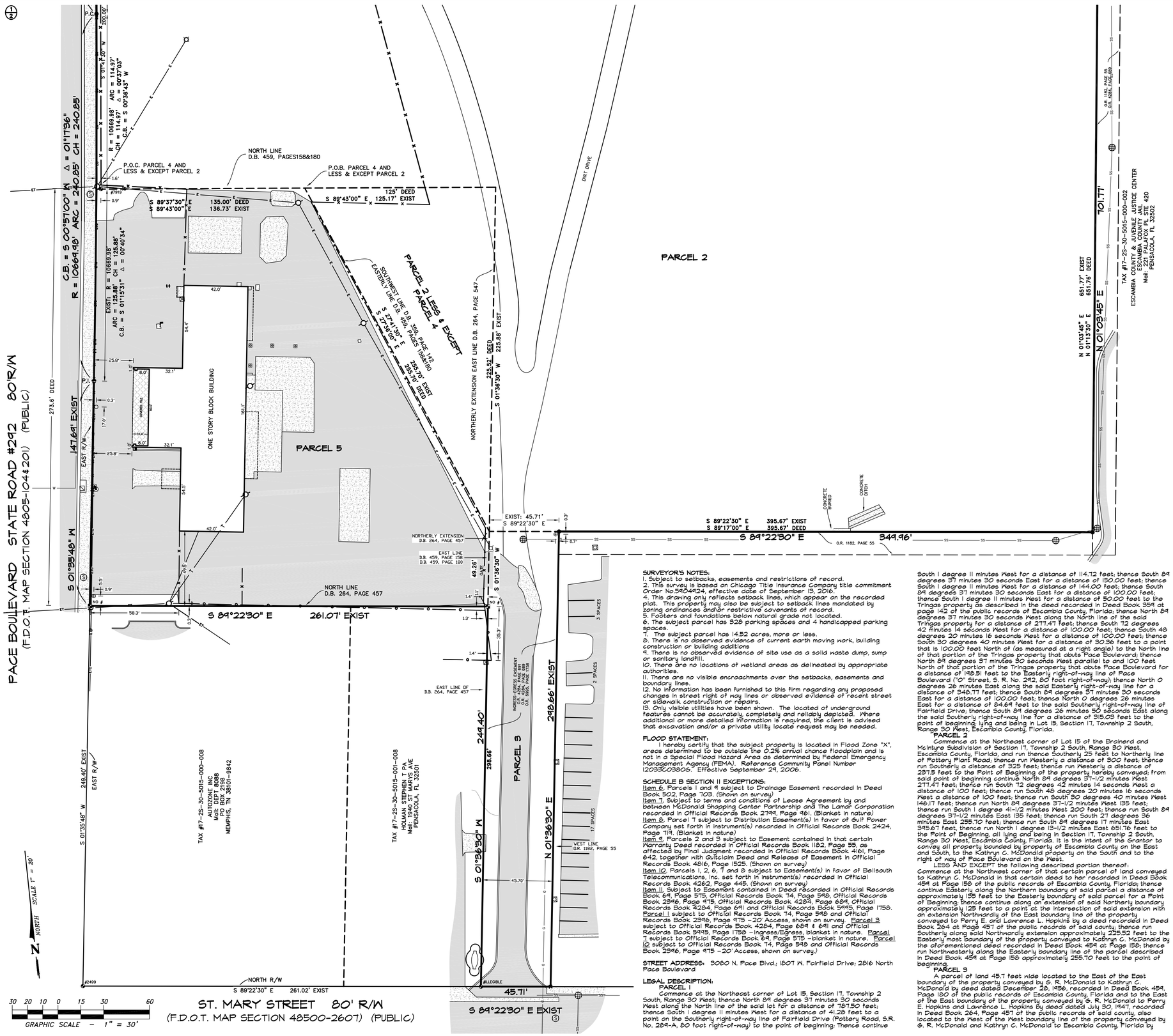
Walter J. Glaze PSM #6190

SHEET 1 OF 2

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

File No.	C-7550
Job No.	36973-16
Scale	1" = 30'
Date of Survey	9-22-2016
Date of Plat	9-22-2016
Date of Revision	
FB 1547 PG	41-75
FB	PG
Drawn by	PMJ
Checked By	WJG





VICINITY MAP

deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 80.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 84 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 24.64 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 259.70 feet; thence run South 84 degrees 17 minutes East 345.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof:

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by S. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by S. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by S. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Chicago Title Insurance Company title commitment Order No.5904424, effective date of September 13, 2016.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. The subject parcel has 328 parking spaces and 4 handicapped parking spaces.
7. The subject parcel has 14.52 acres, more or less.
8. There is no observed evidence of current earth moving work, building construction or building additions
9. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
10. There are no locations of wetland areas as delineated by appropriate authorities.
11. There are no visible encroachments over the setbacks, easements and boundary lines.
12. No information has been furnished to this firm regarding any proposed changes in street right of way lines or observed evidence of recent street or sidewalk construction or repairs.
13. Only visible utilities have been shown. The located of underground features should be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be needed.

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0380C. Effective September 29, 2006.

SCHEDULE B SECTION II EXCEPTIONS:

Item 6. Parcels 1 and 9 subject to Drainage Easement recorded in Deed Book 562, Page 103. (Shown on survey)

Item 7. Subject to terms and conditions of Lease Agreement by and between McDonald Shopping Center Partnership and The Lamar Corporation recorded in Official Records Book 2748, Page 461. (Blanket in nature)

Item 8. Parcel 7 subject to Distribution Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Official Records Book 2424, Page 719. (Blanket in nature)

Item 9. Parcels 2 and 3 subject to Easement contained in that certain Warranty Deed recorded in Official Records Book 1182, Page 55, as affected by Final Judgment recorded in Official Records Book 4161, Page 642, together with Quitclaim Deed and Release of Easement in Official Records Book 4816, Page 1525. (Shown on survey)

Item 10. Parcels 1, 2, 6, 7 and 8 subject to Easement(s) in favor of Bellsouth Telecommunications, Inc. set forth in instrument(s) recorded in Official Records Book 2946, Page 448. (Shown on survey)

Item 11. Subject to Easement contained in Deed recorded in Official Records Book 69, Page 575, Official Records Book 74, Page 598, Official Records Book 2946, Page 975, Official Records Book 4284, Page 689, Official Records Book 4284, Page 691 and Official Records Book 5945, Page 1758.

Parcel 1 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey. Parcel 3 subject to Official Records Book 4284, Page 689 & 691 and Official Records Book 5945, Page 1758 – Ingress/Egress, blanket in nature. Parcel 7 subject to Official Records Book 69, Page 575 –blanket in nature. Parcel 10 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey.)

STREET ADDRESS: 3080 N. Pace Blvd.; 1807 W. Fairfield Drive; 2816 North Pace Boulevard

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By: MS. STACEY WARD Elevation Reference:
Encroachments: ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information: TAX MAPS, PUBLIC RECORDS; D.O.T. R/W MAPS; SR #292, SECTION 4805-104; S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCATO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY; A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Walter J. Glaze
PSM #6190

David D. Glaze
PSM #5605

SHEET 2 OF 2

LB No. 7078

NOT VALID UNLESS IMPRINTED WITH SEAL AND SIGN BY SURVEYOR

File No. C-7551
Job No. 36913-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1547 PG 41-75
FB PG
Drawn by PMJ
Checked By WJG

CERTIFICATION

To: Emmanuel, Sheppard & Condon; Chicago Title Insurance Company; Escambia county, a political subdivision of the State of Florida; McDonald Shopping Center, LLC, a Florida limited liability company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11(a), 11(b), 13, 14, 16, 18 & 19 of Table A thereof. The fieldwork was completed on September 22, 2016.

Date of Plat or Map: September 22, 2016

Walter J. Glaze, PSM #6190

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof: Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11’ West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11’ East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11’ West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5’ West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11’ West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11’ East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5’ East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26’ West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26’ East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26’ West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26’ East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5’ East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40’ West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5’ West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12046 **Growth Management Report 12. 2.**
BCC Regular Meeting
Meeting Date: 04/20/2017
Issue: Review of Rezoning Case Heard by the Planning Board on January 3, 2017
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on January 3, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 3, 2017:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2016-15 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2016-15**
Address:	2816 N Pace Boulevard, 3080 N Pace Boulevard, 1800 St. Mary Street, and 1807 W Fairfield Drive
Property Reference No.:	17-2S-30-5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001
Property Size:	1.43 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Sylvin Tisdale

BACKGROUND:

The above case was owner initiated and heard at the January 3, 2017, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2016-15

Z-2016-15

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commissioners. They will then review the testimony, documents, exhibits, consider the closing arguments and make a final decision. All decisions by the BCC are final.

Anyone who wishes to speak judicial review of that decision of the Board of County Commissioners must do so in a court of competent jurisdiction within 30 days that the BCC either approves or rejects the recommended order of the Planning Board.

All written or oral communication outside of this hearing with members of the Planning Board are considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided by BCC Resolution 96-13.

As each case is heard, the Chair will ask that the board member who has been involved in any ex parte communication, please identify themselves and describe the communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the Board of County

Commissioners shall include consideration of the following six approval conditions:

A, Consistent with the Comprehensive Plan: The proposed rezoning is consistent with the goals, objectives, policies of the Comprehensive Plan and is not in conflict with any of its provisions.

B, Consistent with the Land Development Code: The proposed rezoning is consistent with the stated purposes and intent of the LDC and is not in conflict with any of its provisions.

Compatibility: All land uses, development activities and conditions allowed by proposed rezoning are compatible with the surrounding conforming uses, activities and conditions and able to exist in relative proximity to them in a stable fashion over time so that no use, activity, condition negatively impacts another.

The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the required rezoning -- excuse me -- the requested rezoning.

This condition shall not apply to any

conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities or conditions.

D, Changed Conditions: The area to which the proposed rezoning would apply has changed or is changing to a degree that it is in the public's interest to encourage new uses, densities or intensities throughout the rezoning.

E, Development Patterns: The proposed rezoning would contribute to or result in a logical and orderly development pattern.

And F, Effect on the Natural Environment: The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of the case, as long as there are no objections from the applicant, the staff will briefly present the location and zoning maps and photography for the property.

Then we will hear from the applicant and any witnesses that they may wish to call.

Then we will hear from the staff and any witnesses that they may wish to call.

And, finally, we will hear from members of the public who have filed a Speaker Request

Form.

We just have the one case today. We will go directly into that case. It's Z-2016-15. The applicant is Escambia County.

Members of the Board, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing?

I will also ask if you disclose if you have visited the subject property. Also, disclose if you are a relative, business associate or applicant of the applicants' agent.

And good morning, Ms. Oram. We'll start with you.

MS. ORAM: Good morning. Happy New Year to all.

THE CHAIRMAN: Thank you.

MS. ORAM: And I'm acquainted with the property, and, otherwise, no to all.

THE CHAIRMAN: Okay.

MS. HIGHTOWER: And happy New Year. I am acquainted with the property but no to everyone -- everything else.

MR. PYLE: I'm acquainted with the property

just from driving by and no to all.
MR. HOWARD: No to all.
THE CHAIRMAN: Chairman, no to all.
MR. INGWELL: I'm familiar with the property but no to the rest.
THE CHAIRMAN: Okay. Mr. Wingate?
MR. WINGATE: I viewed the site verbally and by drive-by, and there has been no communication.
THE CHAIRMAN: Okay. Thank you, Mr. Wingate. If you would, pull your microphone in a little closer to you there so we can pick up your recording. Thank you.
MR. WINGATE: I viewed the property by drive-by and by walk-up but no personal communications with anyone.
THE CHAIRMAN: All right. Thank you, sir.
Mr. Rushing.
MR. RUSHING: I'm familiar with the property but no to the rest.
THE CHAIRMAN: Okay, thank you.
Staff, was a notice of the hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay, thank you.
All right. Since the County is the applicant, I'm sure you don't have any objections to having the maps and photography presented?
MR. FISHER: No.
THE CHAIRMAN: Let's go ahead and go with that again. Again, since we're in quasi-judicial, if you will state your name and position, please.
MR. FISHER: John Fisher, Senior Planner, Development Services.
This is Zoning Case Z-2016-15. It's zoned HDR, High Density Residential District, to -- and HC/LI, Heavy Commercial and Light Industrial District, to Public.
Locational map, this is the 500-foot Zoning Map showing HC/LI and HDR.
This is the Future Land Use Map showing Commercial and Mixed-Use Urban.
This is the Proposed Future Land Use Map as well from LSA-2016-04.
This is the Existing Land Use Map showing all of the surrounding venues.
This is the aerial and wetlands and showing the parcels. The jail and the Juvenile

Justice Center are currently owned by Escambia County.
This is the CRA and Englewood District.
This is a public notice sign on L Street, looking east across L Street from subject parcel, subject parcel on L Street, looking north from subject parcel along L Street, looking west along L Street from subject parcel.
Public notice sign on St. Mary Avenue, looking south on St. Mary Street across from the subject parcel, subject parcel on St. Mary Avenue, looking east along St. Mary Avenue from the subject parcel, looking west on St. Mary Avenue toward Pace Boulevard.
This is the public notice sign on North Pace Boulevard, looking west across Pace Boulevard from the subject parcel, looking south along Pace Boulevard from the subject parcel, looking north along Pace Boulevard, looking into the subject parcel on Pace Boulevard, looking south into the subject parcel on West Fairfield Drive.
Public notice sign on West Fairfield Drive, public notice sign on West Fairfield Drive. That's the large scale. Looking onto subject parcel on West Fairfield Drive, looking west on

West Fairfield parcel, looking east along West Fairfield from subject parcel. That's looking across on Fairfield, looking north. This is looking northwest from the subject parcel.
This is the 2,500-Foot-Radius Map that we used for our mailers, using Escambia County Property Appraisers.
THE CHAIRMAN: 0kay. Any questions on the maps or photography?
(No response.)
THE CHAIRMAN: I did have one question.
A couple of these parcels you indicated were not yet owned by the County. Was it testimony that we have permission from those owners to act --
MR. JONES: Yes, we do.
THE CHAIRMAN: -- as agent to go through both the LSA and the --
MR. JONES: Yes, we do. There is e-mail and backup from -- I believe the representative is Mr. Alan Bookman, and he told Pete directly, the county staff, to proceed with the preliminary step for the rezoning and the large scale map amendment. So we do have authorization to proceed.
THE CHAIRMAN: Okay. Very good. If there are no questions about the maps and photography, then

let's go directly into the presentation.

MR. FISHER: Again, this is -- I'll pull the mic a little closer here. Again, this is Zoning Case 2016-15.

Under Criterion A, Consistent with the Comprehensive Plan: In determining consistency with the Comprehensive Plan, several factors must be considered. First, several of the parcels in question are developed properties with existing businesses and retail established that are privately owned and currently in operation.

As stated in CPP FLU 1.3.1, cited above, the future land use category of Public allows for uses or other facilities owned or managed by federal, state or county government or public institutions or agencies.

Earliest regulations, it appears that the private sector retail establishment and businesses will not be allowed in the future land use designation as Public. Furthermore, their existing use would be deemed as nonconforming use as defined in Chapter 3 Definitions, Section 3.01, Escambia County Comprehensive Plan.

Nonconforming use, any lawfully established use of a structure, land or water, in

any combination that does not conform to the land use regulations of the land district or future land use category in which the land use is located.

Secondly, CPP FLU 1.4.1 affirms that the expansion of nonconforming use is prohibited by Escambia County, and the LDC will restrict any activity that would expand the land use in question, improve structures, or expand improvements associated with a nonconforming land use.

Now, it has been established that the desired use for the subject parcels will be allowed per the stated land use category. Furthermore, the background information discloses that the existing businesses will be removed with no expansion of existing structures.

As a result of this understanding, it will be concluded that the regulations provide a mechanism for the existing businesses and retail establishments to continue to operate without hampering the effectiveness of the Comprehensive Plan of Escambia County and provisions as set forth in the Land Development Code.

Lastly, the Comprehensive Plan Policy FLU 1.1.1 asserts that the development and the

redevelopment of an unincorporated Escambia County will be consistent with the Escambia Comprehensive Plan and the Future Land Use Map.

Based upon all of the provisions regarding the nonconformity, the background information as it relates to governmental use of the property and other regulations as cited with the proposed rezoning request, staff concludes that Public is consistent with the intent and purpose of Future Land Use Category Public -- to Public.

Under Criterion B, Consistent with the Land Development Code: The proposed amendment is consistent with the intent and purpose of the Land Development Code and meets all of the sections of the Land Development Code for a rezoning. The current development is already developed, and new development will have to meet all of the requirements of the LDC and be evaluated for consistency during the Site Plan Review Process.

Criterion C, Compatible with Surrounding Uses: The proposed amendment is compatible with the surrounding uses in the area within a 500-foot radius area. Staff observed properties in Zoning Districts MDR, HDR, Public, Commercial and HC/LI.

In a 500-foot radius, there is the

Escambia County Sheriff's Office; Town and Country Shopping Center; Escambia County Area Transit, their repair shop; multiple restaurants; multiple stores, multiple vacant properties and multiple single-family properties.

Under Criterion D, staff found no changed conditions that would impact the amendment or the properties. Staff found Rezoning Case Z-2015-23, at the 1200 block of West Leonard Street, 1211 West Fairfield Drive, North H Street across from West Fairfield Street from HD-MU, High Density and Mixed-Use Districts, 25 dwelling units per acre; HDR, High Density Residential District, 18 dwelling units per acre; HC/LI, Heavy Commercial and Light Industrial District, dwelling unit limited to vested residential development; Recreation, dwelling unit density limited to vested development to Public, dwelling unit density limited to vested residential development, approved by the BCC on February 2nd, 2016.

Staff also found LSA-2015-02 at the same location from Recreation to Public and from Commercial to Public and from Mixed-Use Urban to Public, approved by the BCC on February 2nd, 2016, as well.

Criterion E, Development Patterns: The proposed amendment would result in a logical and orderly development pattern. The proposed Public District amendment would not change any logical and orderly development pattern for the properties are currently used as a Public Establishment of Zoning Districts, as well as owned by the local government.

Zoning amendment proposed to make existing county government or other public institutions or agencies are already Escambia County-owned property compliant with the current Land Development Code and the 2030 Future Land Use.

Criterion F, Effect on National Environment: According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject properties.

The applicant will further review that a second review process will be necessary to determine if any use may have an adverse impact on the natural environment.

That concludes the staff's findings.

THE CHAIRMAN: Any questions, Board Members?

(No response.)

THE CHAIRMAN: We will now open up the public

comment portion of the meeting to those members of the public who wish to speak on this matter. Please note that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code.

During our deliberations, the Planning Board will not consider general statements of support or opposition. Accordingly, please limit your testimony to the approval conditions and exceptions described in Section 2-7.2.

Also, please note that only those individuals who are present and give testimony on the record at this Planning Board hearing will be allowed to speak at the subsequent Board of County Commissioners hearing.

If we could bring the criteria back up on the screen.

And, ma'am, did you wish to speak again? Okay, yes. Please come forward. This time we will have you sworn in because we are in quasi-judicial. And then state your name and address, please.

PASTOR TISDALE: Pastor Sylvia Tisdale.

THE CHAIRMAN: Okay.

(Pastor Sylvia Tisdale was duly sworn.)

THE CHAIRMAN: If you could just give that to the staff members there, they will get it to us. Good morning.

PASTOR TISDALE: Good morning. Yes, changing from one zone to another, from business to residential, what kind of effect is that going to have on the value of the other properties that surround the area that you all are working with?

THE CHAIRMAN: Horace or John, do you want to take that one?

MR. JONES: To help clarify the issue, we are -- we are not changing from commercial to residential. We are changing from commercial to public. Since the property is county owned, all if the zoning needs to consistent with what is on the ground. So we are changing from commercial all to public. So public zoning because there are public-owned, county-owned uses that will be associated with the site.

Now, to answer your question directly, rezoning just has an impact on those parcels in question. Now, whether or not since we are not experts on the property and property values, and some of the Planning Board members, they have more experience in that area than I do.

I cannot say whether it will have an impact or not on the values of the surrounding properties. But under normal circumstances, the value just goes with what that zoning is with that. Whether it will cause it -- your property values to go up or go down, it's just hard for me to say at that time because I'm not an expert in that. But we are going to a public zoning, so it can be consistent with a public/county-owned use that is on the ground as required by law.

PASTOR TISDALE: And that's just for that particular property?

MR. JONES: Yes, ma'am. Just for those sites that were annotated in the presentation, yes, ma'am.

PASTOR TISDALE: But I am -- I am concerning about surrounding properties with that.

THE CHAIRMAN: Right. And as you will see on the screen there, the County must meet those six criteria in order to be considered for a rezoning. And in the findings of fact right now, it shows that all of those are met and consistent.

Now, there is not a requirement in there to do a real estate study or an appraisal study or anything like that of surrounding properties. So

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based on the criteria that we have to work with, it's one of those six that we -- that's what this Board is charged with. Now, I'm not saying it's not a valid concern, but that's just not something that we consider in this venue.

PASTOR TISDALE: So when someone else -- like I said, that is really a concern of mine as well as, I guess, when other -- I'm not speaking for other property owners, but when they get ready to change or request a change in zoning on their property also, you know, what kind of effect that is going to have.

THE CHAIRMAN: Well, I wouldn't think they would be trying to change it to public --

PASTOR TISDALE: Right.

THE CHAIRMAN: -- because that's not owned by the County, so it would be some other type of zoning. At that time, I would think that if they are concerned about the value, they would hire a professional real estate valuation, an appraiser, someone who could give them a professional value. And that would become part of their evidence at that point.

So I think kind of two different issues. With the County, they are just trying to make sure

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it's consistent with what they are trying to put on there, which is a public building and use.

MR. JONES: And to add, now, again, since you spoke at this level, at the BCC meeting when this comes before the Board of County Commissioners for the rezoning portion, you could ask, because the Planning Board, they just make recommendations based upon the criteria, as the Chairman stated, but you can definitely ask that question to the Board of County Commissioners because they have the final approval.

Now, whether or not they may be able to provide any further enlightenment on property values, I still don't know that either. But as Mr. Briske said, that is a concern. And so you can ask them as well because you asked that question at this level.

PASTOR TISDALE: And like you said, I guess there is nothing that the public can do about it anyway because you're saying that they meet the criteria based on these six things right here; right?

THE CHAIRMAN: Well, I'm not saying that there is nothing the public can do. I mean, if you had brought forward a professional real estate

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appraiser that gave a valuation or said that properties would be negatively impacted or something like that, or even positively impacted, that could be made part of the record. But it would have to be somebody who is considered a professional in the area that can be qualified as such. Because other than that, it's just our opinion as to what will happen.

MR. HOWARD: And just for clarity, any opposition you have would need to fall under one of these categories for us to be able to -- that's why in order to kind of tie everything down to what we are charged with, it has to fall within one of those topics that would seem either you were for or against it for one of those reasons.

PASTOR TISDALE: Well, I guess my opposition could potentially go under Criteria D, changed conditions.

THE CHAIRMAN: Yes, ma'am. That's correct.

PASTOR TISDALE: Because changed conditions mean changed values.

THE CHAIRMAN: It could possibly, yes. Now, do you have any type of studies that have been done or anything like that?

PASTOR TISDALE: No, I haven't. But I do know

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that when you change from commercial, you know, to residential or public zoning, it does, you know, have an effect. Anytime you're changing from commercial and you get ready to sell or anything that --

MR. JONES: And let me clarify something, again, Ms. Tisdale. Now, I know you keep on saying going from commercial to residential.

PASTOR TISDALE: Yes.

MR. JONES: Public zoning does not allow for any type of residential uses. So you're not going -- public zoning does not allow for apartments or homes or duplexes. It does not allow for that.

PASTOR TISDALE: Right.

MR. JONES: Yes, ma'am.

PASTOR TISDALE: Well, I understand, but I'm just saying your portion that you're changing is going to be public.

MR. JONES: Yes, ma'am.

PASTOR TISDALE: But that's not the surrounding area --

MR. JONES: Yes, yes.

PASTOR TISDALE: -- that I'm concerned about.

MR. JONES: Right. Right. And see, and if

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you look at the map, look at the map, Ms. Tisdale, if you look at the gray area by -- what is that? Thank you, John -- F, you see it is consistent with the surrounding area because we already have some public zoning categories there, so -- and they have been around there a good while. So it will be -- it will be matching up with basically what's across the street with the public zoning.

So there could have been some type of study currently already done on that because we do have some surrounding large tracts of land that are currently public right now.

MR. HOWARD: Well, for clarity, the property -- the subject parcel is outlined in blue. The black outline is simply a 500-foot buffer; am I correct?

MR. FISHER: Correct.

MR. JONES: Yes.

MR. HOWARD: I just want her to feel comfortable that it's not affecting. It's just a buffer for -- it's just a buffer for the surrounding area. The blue bold area is the subject parcel discussed.

MR. FISHER: If I can just clarify one thing. The HDR area right there, that is currently already

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in use as an Escambia County institution/entity. That's the jail and Juvenile Justice Center. We're just making it compliant for the zoning category. The use is not changing. It's already there. We are just making it compliant with the Land Development Code.

THE CHAIRMAN: Horace, I just noticed on the package, and this may be adding to some of the confusion. Maybe you all could explain this.

Where it says what we are changing from to, there is a bracket here that says "density limited to vested residential development." So it's on both of them. If you will just explain what that means and why that's there, because when you see the word "residential development" in there, that is, I think, what maybe you're concerned about.

MR. FISHER: Vested being, you know, it's already existing. If you have an apartment complex, it's not going to be nonconforming. It's already vested its rights there.

MR. JONES: Right. The rights are already in place. The densities are already there. As John stated, they are vested with those uses and with the density that they currently have, although it

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has a public zoning category. They are vested. You can't just come and take that away from them because they are vested. They are there.

PASTOR TISDALE: Well, we'll continue to look into it. Okay?

THE CHAIRMAN: Okay.

PASTOR TISDALE: And like you said, I do have an opportunity to go before the County Commissioners.

THE CHAIRMAN: Right. Because you brought this topic up here, you can bring up the same topic up again, that you're concerned about the values around the surrounding area.

MR. JONES: And I do want to add something, Ms. Tisdale. As Mr. Briske, the Chairman, stated, you cannot present no new evidence. You cannot present no new facts or new papers or no research. You can't present that.

The only thing you can make comments on is what you -- what you referenced today only.

PASTOR TISDALE: Right.

MR. JONES: No additional material.

PASTOR TISDALE: Well, that's my concern, my main concern, about the values --

MR. JONES: Yes, ma'am. Yes, ma'am.

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PASTOR TISDALE: -- that this is going to cause as a result of the change.

MR. JONES: I understand.

MR. RUSHING: May I ask where her property is in relation to this?

MR. JONES: Ms. Tisdale, they have a question for you.

THE CHAIRMAN: Mr. Rushing has a question for you, please.

MR. RUSHING: What property in reference to this is yours? Where is your property?

PASTOR TISDALE: Well, I have property on Hatton Street. I have residential property on Hatton Street. And farther down, I have a church at 2300 North Pace Boulevard, as well as 2202 North Pace Boulevard.

THE CHAIRMAN: Hatton Street is --

PASTOR TISDALE: Is residential. I have property at 1216 West Hatton Street, a residential property there. And I have a church 2300 North Pace Boulevard, as well as on 2202 North Pace Boulevard.

THE CHAIRMAN: I don't think we have any licensed real estate appraisers on the Board.

PASTOR TISDALE: And there are other

properties in that area on Pace Boulevard that are commercial that, you know, could potentially be affected. I'm not a real estate person, but I do now -- I feel I know that once you change from commercial, you know, to residential, the value is not the same. You won't get the same price, to me.

THE CHAIRMAN: Right. Again, this is not affecting any of those parcels that are currently zoned commercial. Only the county-owned properties are going to be changing. Nothing else around there is.

PASTOR TISDALE: Right. But then as I said, after it happens, then what kind of value is it going to have, you know?

THE CHAIRMAN: And I'm not certainly a real estate appraiser. It possibly could increase the value. You don't know. Something being a nicer facility being built there, maybe there's an old, rundown building there now, and maybe they are going to build a nicer building. It may enhance the value, so we can't just say always that it's going to be negative. That is where a professional real estate appraiser would have to look at all of the facts and tell.

Do you have any other questions?

PASTOR TISDALE: No. But I think in the plans, the plan is for the jail to be there; right?

MR. JONES: That has been mentioned, yes.

PASTOR TISDALE: So that's the type of building that's going to be, you know, in that area.

THE CHAIRMAN: Yes, ma'am. Thank you.

Okay. Anyone else from the public that wishes to speak on this matter?

(No response.)

THE CHAIRMAN: Hearing none, we will hereby close the public comment portion of the meeting.

Board Members, any additional questions for the staff before we move on?

MR. INGWELL: I have one. To piggyback off Ms. Tisdale's concern with Criterion D, could the staff clarify the findings, particularly, the first sentence in the findings?

MR. JONES: Which one? Changed conditions?

MR. INGWELL: Correct, Criterion D.

MR. JONES: Criterion D, John.

MR. FISHER: Sir, what's the question again? Clarify Criterion D?

MR. INGWELL: If you could clarify the first sentence in the findings.

MR. FISHER: Staff found no changed conditions that would not impact the amendment of the properties? From the overall surrounding zoning, there has been also to the east, the whole eastern block, and the southeastern part of block has also been rezoned from the current zonings of HD-MU, HD/LI, Recreation and Commercial to Public well, which kind of piggybacks on the zoning as well to change.

THE CHAIRMAN: John, I think his concern is that it's kind of a double negative. It says, "There is no change that would not." It's like a double negative that kind of makes you think that it does change.

MR. JONES: With the Board's permission going forward, we will amend that script in this area to make it clear. Thank you. And there are some other little typos that we got to -- that we got to try to work on as well. Thank you.

MR. FISHER: Just for the public, we did want to mention one thing. On the very beginning of the header, the BCC meeting, we have 1/19/2017. There is no date set for the BCC yet because we have to wait for the large scale to come back. That was actually -- that was the large scale BCC hearing

date was 1/19/2017. We will change that as well.

MR. HOWARD: I'm assuming the intention was you would leave out the word "not" on that?

MR. FISHER: Correct.

MR. JONES: Right.

THE CHAIRMAN: So then it will read: "Staff found no changes, changed conditions that would impact the amended property"?

MR. FISHER: Right.

THE CHAIRMAN: Very good. Thank you for that Jay.

Okay. Any additional questions?

(No response.)

THE CHAIRMAN: The Chair will entertain a motion.

MR. PYLE: I move the Case Z-2016-15, that we approve the rezoning as requested.

MR. HOWARD: Second.

MR. JONES: I do have a question, Mr. Briske. You asked, which was very, very good, about the parcels that are counted on in the properties, that is being the McDonalds. Would you want us to have a better map going forward clearly identifying what is County and what the County is purchasing so that will be a better depiction with a better map? You

brought that issue up twice. I said, maybe we need to include, add a map clearly identifying what the County owns currently that is being rezoned as well and the McDonalds property. That is what it's called grouping, along with the pawn shop to really clarify that. Would you like that to be?

THE CHAIRMAN: Well, my main question about that was just that we had permission from those existing owners.

MR. JONES: Yes, we do have permission, definitely.

THE CHAIRMAN: And make sure we got that on the record that we had permission that they would agree to this, because, I mean, the County goes in and changes it, and then they say, wait a minute. I didn't want my property changed to public, you know.

MR. JONES: Just one, the County, Meredith just informed me that we should have closing prior to all of this being approved by the BCC and we the large scale amendment coming back because we can't approve the rezoning until the large scale -- not the amendment. And that is going to take approximately 45 days. This is going to be reviewed, so everything should be worked out and

everything should be running concurrently.

THE CHAIRMAN: Right. So just for my timeline standpoint, it will go to the Department of Economic Opportunity, and we will get that back. Then it will go to the Board of County Commissioners?

MR. JONES: Yes. Then we will take the rezoning once that comes back, yes, sir.

THE CHAIRMAN: And before it goes to the Board of County Commissioners, the property will be purchased and closed on?

MR. JONES: That is the timetable.

THE CHAIRMAN: Because I think Mr. Rushing or somebody said, what happens if they don't close on the property. We know things happen with real estate closings. So those will all have to happen in that order for this to go on as recommended?

MR. JONES: Yes, sir.

THE CHAIRMAN: So as part of your motion, Mr. Pyle, all that timeline would be included, just to be clear.

MR. PYLE: Fair enough.

THE CHAIRMAN: As an amended motion, do we have a second?

MR. HOWARD: Second.

THE CHAIRMAN: Thank you, Mr. Howard.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor, say aye.

(The board members said aye.)

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries unanimously to make recommendation to approve.

Are there any other items for the Planning Board quasi-judicial?

(No response.)

THE CHAIRMAN: Hearing none, then we are adjourned, and we thank our court reporter.

(Hearing concluded at 9:29 a.m.)

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

In my capacity as a Notary Public of the State of Florida, I certify that on the 3rd day of January 2017, Planning Board Staff and Pastor Sylvia Tisdale personally appeared before me and took an oath or affirmation for the purpose of giving testimony in the matter of the Escambia County Planning Board.

_____
REBECCA FUSSELL, COURT REPORTER
Notary Public - State of Florida
My Commission No. FF 000899
Expires: March 20, 2017

Planning Board-Rezoning **6. A.**

Meeting Date:	01/03/2017
CASE :	Z-2016-15
APPLICANT:	Escambia County, Owner
ADDRESS:	2816 N Pace Blvd, 3080 N Pace Blvd, 1800 St Mary Street and 1807 W Fairfield Dr.
PROPERTY REF. NO.:	17-2S-30-5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001
FUTURE LAND USE:	C Commercial, MU-U Mixed-Use Urban (P Public, Pending State Review)
DISTRICT:	3
OVERLAY DISTRICT:	Englewood District
BCC MEETING DATE:	01/19/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre), **HC/LI**, Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development)

TO: Pub, Public (Dwelling unit density limited to vested residential development)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

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

CPP FLU 1.3.1 Future Land Use Categories. Public (P) is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. Residential density within the Public category is none.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS

In determining consistency with the Comprehensive Plan, several factors must be considered. First, several of the parcels in question are developed properties with existing businesses and retail establishments that are privately owned and currently in operation. As stated in **CPP FLU 1.3.1** cited above, the future land use category of Public allows for uses or

facilities owned or managed by the Federal, State, or county government or other public institutions or agencies . Per this regulation, it appears that private sector retail establishments and businesses would not be allowed in the future land use designation of Public. *Furthermore, those existing use would be deemed as "non-conforming use" as define in* ***Chapter 3 Definitions, Section 3.01*** *of the Escambia County Comprehensive Plan: Non-conforming use. Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district and* ***future land use category*** *in which the use located.*

Secondly, CPP FLU 1.4.1 affirms that the expansion of nonconformities is prohibited by Escambia County and that the LDC will restrict any activity that would expand the land use in question, improve structures, or expand improvements associated with a nonconforming land use. Now, it has been established that the desired use for the subject parcels will be allowed per the stated future land use category; furthermore, the background information discloses that the existing businesses will be removed with no expansion of the existing structures. As a result of this understanding, it can be concluded that the regulations provides a mechanism for the existing businesses and retail establishments to continue to operate without hampering the effectiveness of the Comprehensive Plan of Escambia County and within the provisions as set forth in the Land Development Code (LDC).

Lastly, **Comprehensive Plan Policy (CPP) FLU 1.1.1** asserts that new development and redevelopment in unincorporated Escambia County will be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). Based upon the all the provisions regarding nonconformities, the background information as it relates governmental use of the property, and the other regulations as cited with this proposed rezoning request, staff concludes that Public **is consistent** with the intent and purpose of Future Land Use (FLU) category Public.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

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

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).
(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of
the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

Sec. 3-2.15 Public district (Pub).
(a) Purpose. The Public (Pub) district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts.

Under section 1-1.7.3 Nonconformance. Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2.The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

Article 2 Nonconformance

Sec. 1-2.1 Purpose of article.

The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

Sec. 1-2.2 General conditions.

(a) Continuation. Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

(b) Nonconformance status. Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

FINDINGS

The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets all section of the Land Development Code for a rezoning. The current site is already developed, any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDR, Pub, Com, and HC/LI. Within the 500' radius there is one
Escambia County Sheriff Office, Town & Country Shopping Center, Escambia County Area Transit, a repair shop, and multiple restaurants, multiple stores, multiple vacant properties and multiple single family properties.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found no changed conditions that **would not** impact the amendment or property(s). Staff find rezoning case Z-2015-23 at 1200 Block of W Leonard Street, 1211 W Fairfield, N “H” Street and W Cross Street. from: HDMU, High Density Mixed Use district (25 du/acre), HDR, High Density Residential district (18 du/acre), HC/LI, Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development.), Rec, Recreation (Dwelling unit density limited to vested development.) TO: Pub, Public (Dwelling unit density limited to vested residential development.) Approved by the BCC on 02/02/2016. Staff also found LSA 2015-02 at 1200 Block of W Leonard Street, 1211 W Fairfield, N “H” Street and W Cross Street was had a Future Land Use changed from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), from Mixed-Use Urban (MU-U) to Public (P). Approved by the BCC 02/02/2016.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns
Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

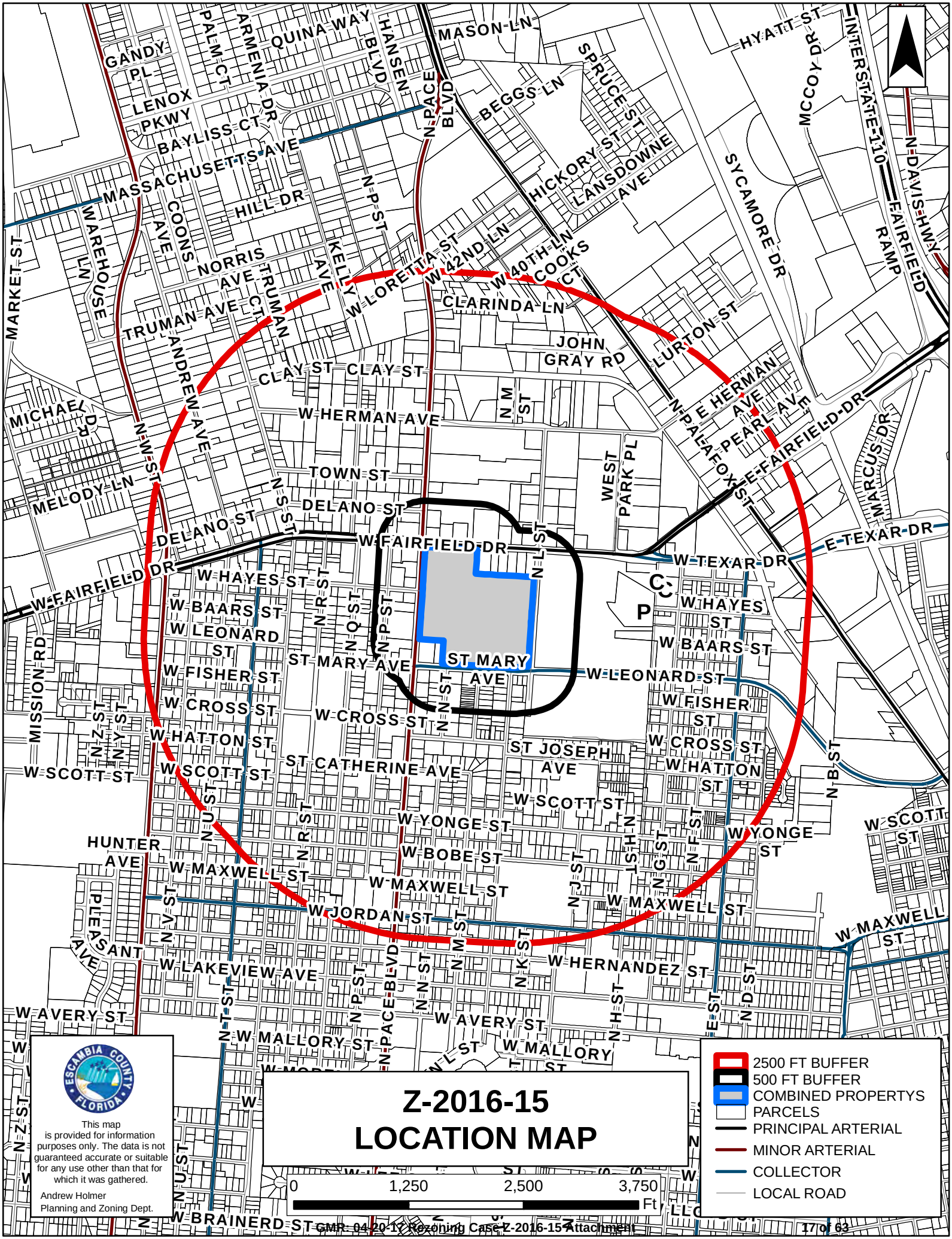
FINDINGS
The proposed amendment **would result** in a logical and orderly development pattern. The proposed Public district amendment would not change any logical or orderly development pattern, for that the properties are currently used as a Public established zoning district, as well as owned by local government. The zoning amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.

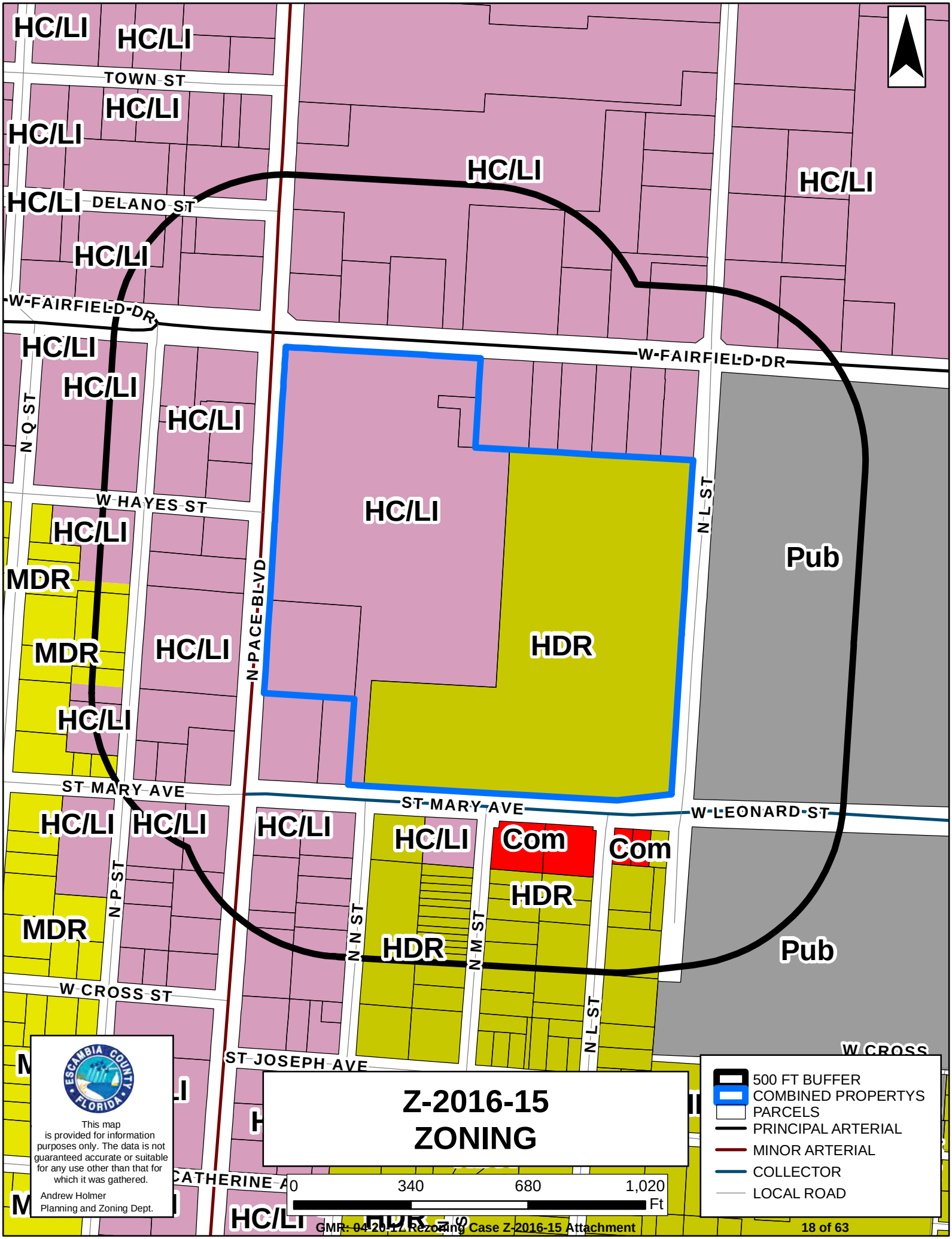
Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

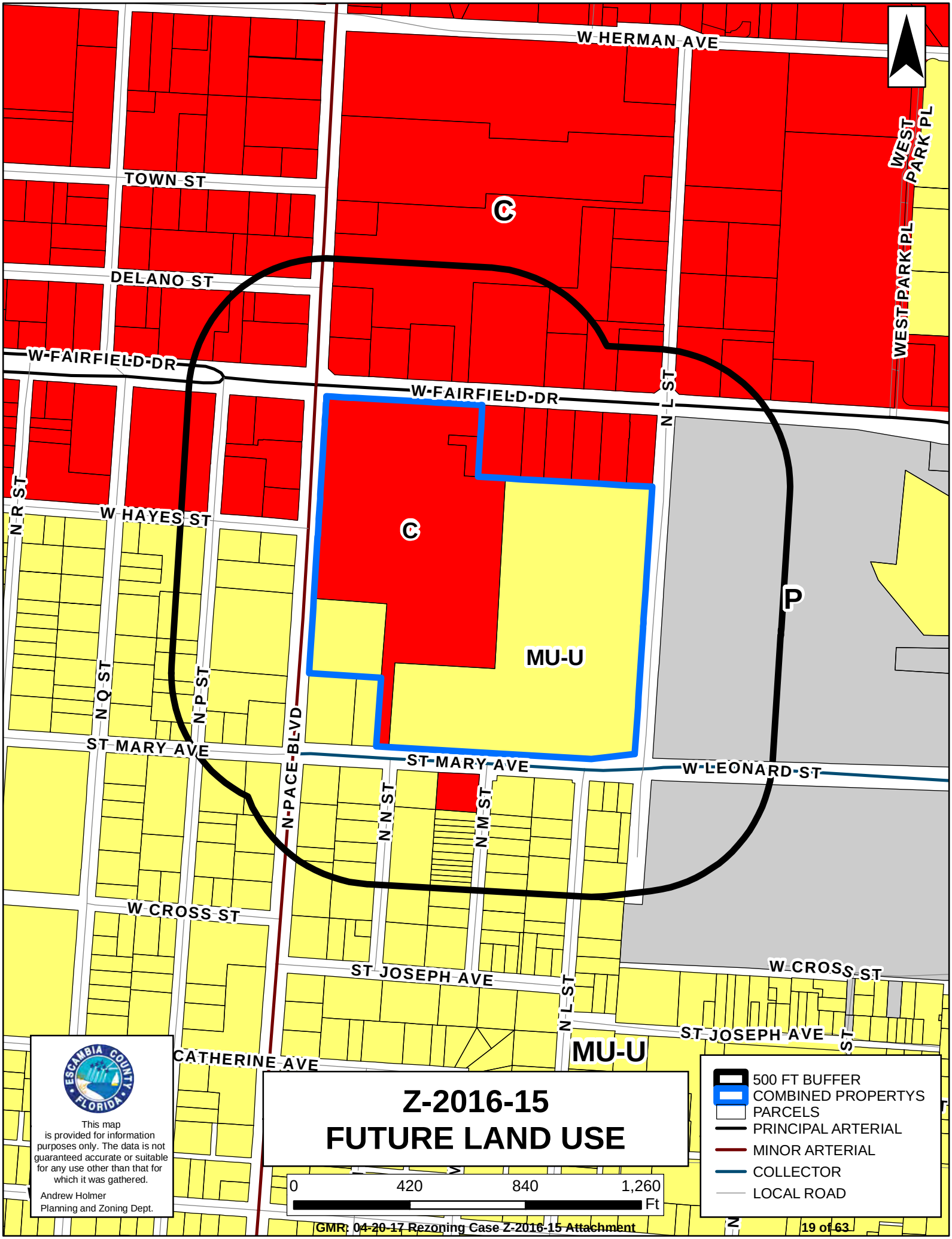
FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not indicated** on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

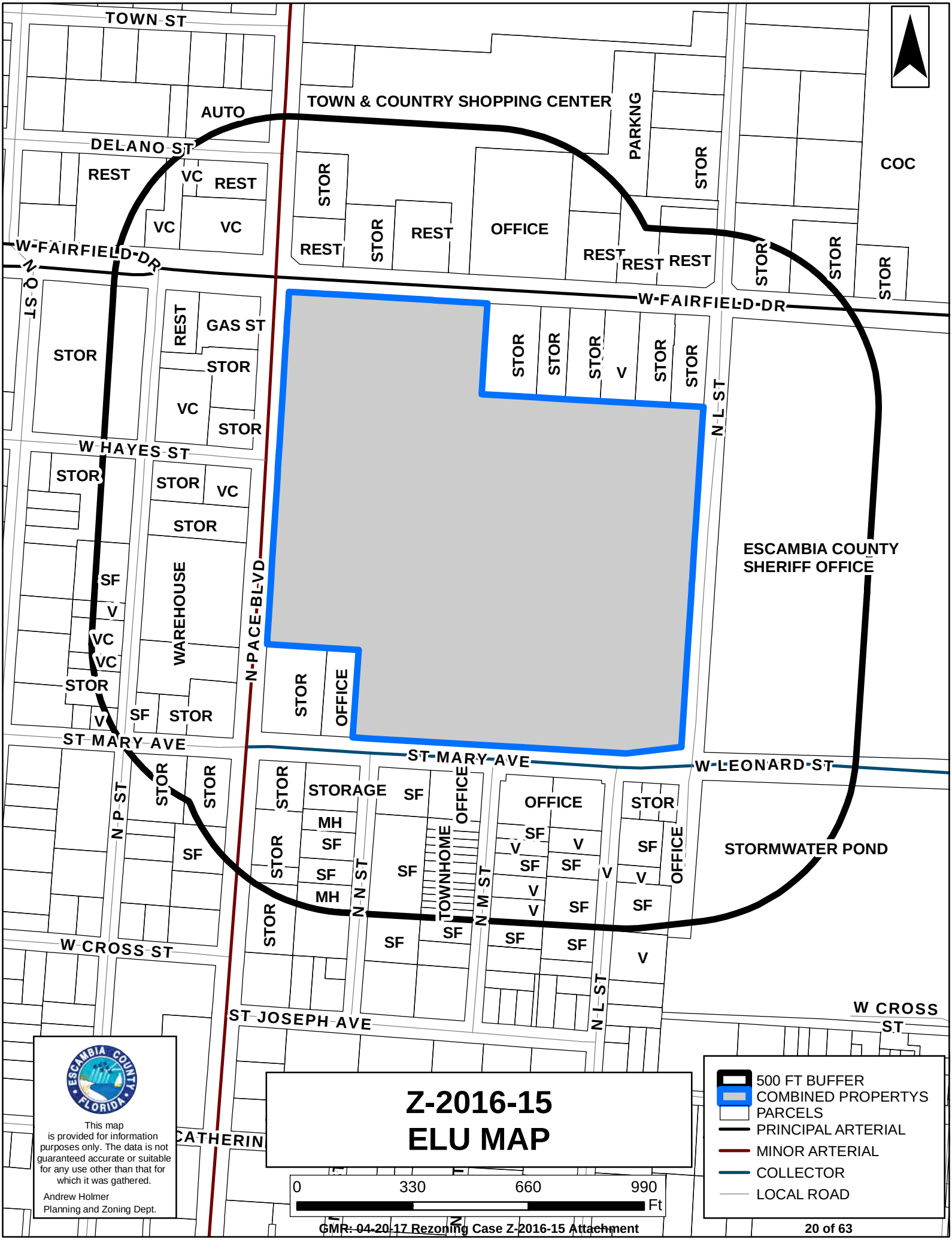
Attachments

Z-2016-15


Z-2016-15
LOCATION MAP
2500 FT BUFFER
500 FT BUFFER
COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
1,250
2,500
3,750
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
MASSACHUSETTS AVE
HILL DR
NORRIS AVE
TRUMAN AVE
TRUMAN AVE CT
KELLY AVE
ANDREW AVE
MICHAEL DR
MELODY LN
MARKET ST
WAREHOUSE LN
COONS AVE
GANDY PL
LENOX PKWY
PALM CT
ARMENIA DR
QUINA WAY
BAYLISS CT
HANSEN BLVD
MASON LN
BEGGS LN
N PACE BLVD
N PST
W LORETTA ST
W 42ND LN
W 40TH LN
COOKS CT
CLARINDA LN
HICKORY ST
SPRUCE ST
LANSDOWNE AVE
HYATT ST
MCCOY DR
INTERSTATE 110
N DAVIS HWY
FAIRFIELD RAMP
SYCAMORE DR
LURTON ST
JOHN GRAY RD
CLAY ST
W HERMAN AVE
N M ST
N PALAFOX ST
E HERMAN AVE
PEARL AVE
E FAIRFIELD DR
MARCUS DR
WEST PARK PL
TOWN ST
DELANO ST
N S ST
W FAIRFIELD DR
N L ST
W TEXAR DR
E TEXAR DR
W HAYES ST
N R ST
N Q ST
N P ST
W BAARS ST
W LEONARD ST
ST MARY AVE
W FISHER ST
W CROSS ST
W HATTON ST
W SCOTT ST
ST CATHERINE AVE
ST JOSEPH AVE
MISSION RD
N T ST
N U ST
N V ST
N B ST
N F ST
N G ST
N H ST
N J ST
W YONGE ST
W BOBE ST
W MAXWELL ST
HUNTER AVE
W JORDAN ST
PLEASANT AVE
W LAKEVIEW AVE
W HERNANDEZ ST
W AVERY ST
W MALLORY ST
N K ST
N W ST
W BRAINERD ST
C P


HC/LI
HC/LI
TOWN ST
HC/LI
HC/LI
HC/LI
DELANO ST
HC/LI
HC/LI
HC/LI
W FAIRFIELD DR
W FAIRFIELD DR
HC/LI
HC/LI
N Q ST
HC/LI
W HAYES ST
HC/LI
MDR
MDR
HC/LI
HC/LI
N PACE BLVD
HC/LI
HDR
N L ST
Pub
ST MARY AVE
ST MARY AVE
W LEONARD ST
HC/LI
HC/LI
HC/LI
HC/LI
Com
Com
HDR
N P ST
MDR
N N ST
HDR
N M ST
Pub
W CROSS ST
N L ST
ST JOSEPH AVE
W CROSS
CATHERINE
HC/LI
HDR
Z-2016-15
ZONING
0
340
680
1,020
Ft
500 FT BUFFER
COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


W HERMAN AVE
TOWN ST
DELANO ST
W FAIRFIELD DR
W FAIRFIELD DR
N L ST
WEST PARK PL
WEST PARK PL
N R ST
W HAYES ST
C
C
MU-U
P
N Q ST
N P ST
N PACE BLVD
ST MARY AVE
ST MARY AVE
W LEONARD ST
N N ST
N M ST
W CROSS ST
ST JOSEPH AVE
N L ST
W CROSS ST
ST JOSEPH AVE
CATHERINE AVE
MU-U
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2016-15
FUTURE LAND USE
0
420
840
1,260
Ft
500 FT BUFFER
COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


TOWN ST
AUTO
DELANO ST
REST
VC
REST
VC
VC
TOWN & COUNTRY SHOPPING CENTER
PARKNG
STOR
COC
STOR
REST
STOR
REST
OFFICE
REST
REST
REST
STOR
STOR
STOR
W FAIRFIELD DR
N O ST
STOR
REST
GAS ST
STOR
VC
STOR
STOR
STOR
STOR
V
STOR
STOR
N L ST
W HAYES ST
STOR
STOR
VC
STOR
SF
V
VC
VC
WAREHOUSE
STOR
V
SF
STOR
N PACE BLVD
STOR
OFFICE
ESCAMBIA COUNTY
SHERIFF OFFICE
ST MARY AVE
ST MARY AVE
W LEONARD ST
N P ST
STOR
STOR
STOR
STOR
SF
STORAGE
SF
OFFICE
MH
SF
SF
MH
N N ST
SF
TOWNHOME
N M ST
OFFICE
SF
SF
OFFICE
SF
V
V
SF
SF
V
V
SF
V
V
SF
SF
SF
SF
STOR
SF
V
OFFICE
V
STORMWATER POND
W CROSS ST
N L ST
ST JOSEPH AVE
W CROSS
ST
CATHERIN
Z-2016-15
ELU MAP
0
330
660
990
Ft
500 FT BUFFER
COMBINED PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Z-2016-15
AERIAL/WETLANDS MAP

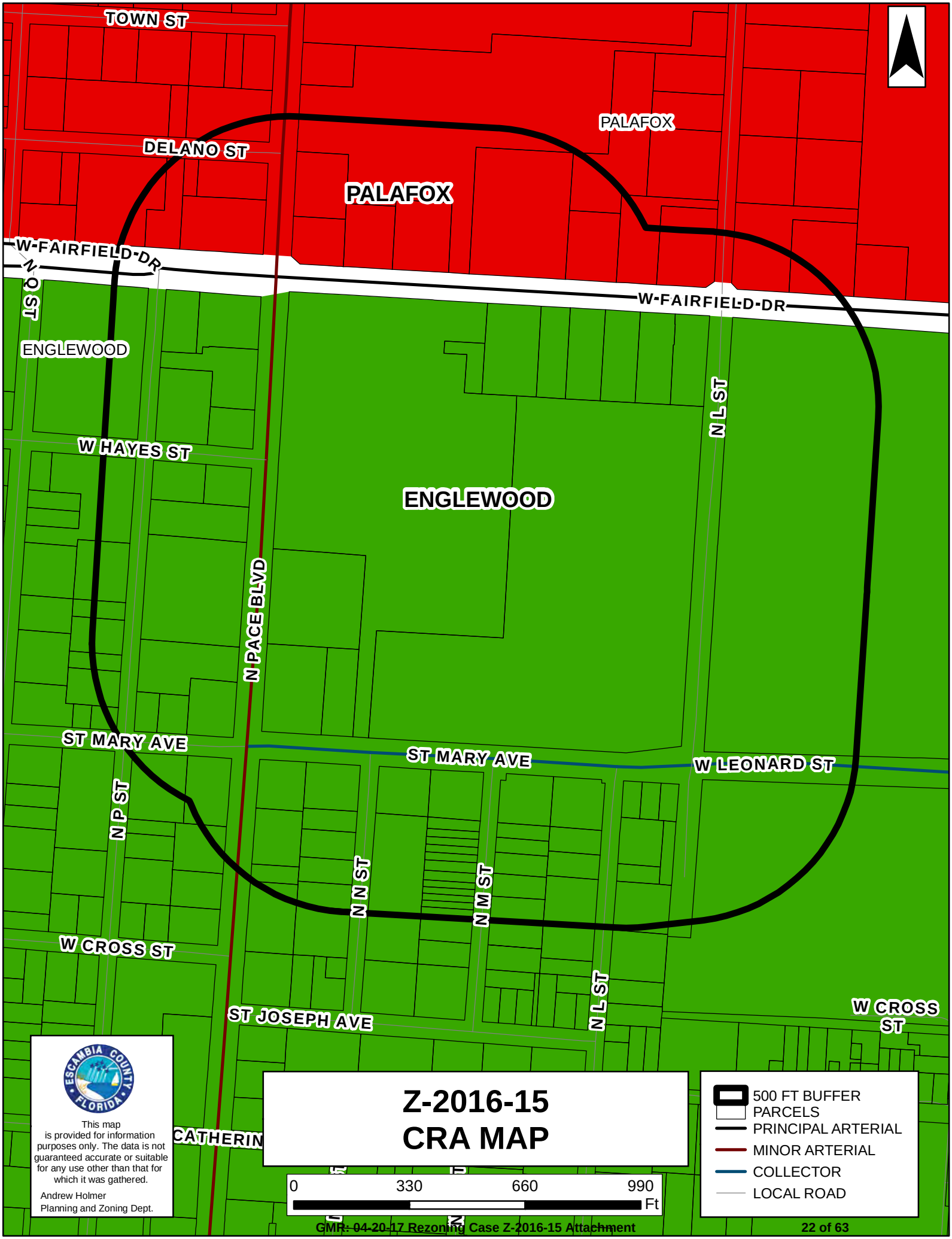
0 210 420 630 Ft

COMBINED_PROPERTYS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


TOWN ST
PALAFOX
DELANO ST
PALAFOX
W FAIRFIELD DR
W FAIRFIELD DR
C ST
ENGLEWOOD
N L ST
W HAYES ST
ENGLEWOOD
N PACE BLVD
ST MARY AVE
ST MARY AVE
W LEONARD ST
N P ST
N N ST
N M ST
W CROSS ST
N L ST
ST JOSEPH AVE
W CROSS ST
CATHERIN
Z-2016-15
CRA MAP
0
330
660
990
Ft
500 FT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Notice Sign on L Street



Looking east across L Street from subject parcel


Subject parcel on L street



Looking north from subject parcel along L Street


Looking west along L Street from subject parcel



Public Notice Sign on St Mary Ave



Looking south on St Mary Street across from subject parcel


Subject parcel on St Mary Avenue



Looking east along St Mary Avenue from subject parcel


Looking west on St Mary Avenue
toward Pace Blvd



Public Notice Sign on N Pace Blvd


Looking west across Pace Blvd from subject parcel


ROLEX
NOTICE OF
PUBLIC HEARING
REZONING
NOTICE OF
REQUEST FOR FUTURE
LAND USE CHANGE
Looking south along Pace Blvd from subject parcel


Looking north along Pace Blvd


Looking into subject
parcel on Pace Blvd



Looking south into subject parcel on W. Fairfield Dr.



Public Notice Sign on W. Fairfield Dr.



Public Notice Sign on W. Fairfield Dr.


Looking onto subject
parcel on W. Fairfield Dr.


Looking west on W. Fairfield parcel



Looking east along W. Fairfield from subject parcel

Escambia County Planning and Zoning

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _Z-2016-04_Accepted by: _John F___ PB Meeting: 1/03/2017

1. **Contact Information:**

   A. Property Owner/Applicant: Escambia County Board of County Commisssioners

   ___Mailing Address: 221 Palafox PL STE 420_____

   Business Phone: _850-595-3475_____ Cell: _____

   Email:__N/A

   B. Authorized Agent (if applicable): _____

   Mailing Address: _____

   Business Phone: _____ Cell: _____

   Email: _____

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 1800 ST Mary St, 2816 N Pace Blvd, 3080 N Pace Blvd, and 1807 W Fairfield Dr.

   __ Parcel ID (s): 17-2S-30-5015-000-002, 5015-000-009, 5015-002-001, _____ 5015-003-001___

   _ **B.** Total acreage of the subject property: _____29.30±_____

   C. Existing Zoning: **_HC/LI, HDR**

   Proposed Zoning: _(P) Public

   FLU Category: _current (C) & MU-U; Pending LSA-2016-04 (P) Public_

   D. Is the subject property developed (if yes, explain): __YES, Escambia County Jail, Juvenile Justice Center, Retail Sales Buildings_____

   _____

   _ **E.** Sanitary Sewer: __X___ Septic: _____

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 17-2S-30-5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001

Property Address: 2816 N Pace Blvd and 3080 N Pace Blvd = (14.52 ±), 1800 St Mary Street (Juvenile Justice Center 8.79 ±, Jail Site 5.99 ±).

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____ _____.

	Escambia County	12/8/2016
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

From: Meredith D. Crawford
To: John C. Fisher; Horace L Jones
Cc: Stephen G. West; Alain Espinosa
Subject: FW: McDonalds Property
Date: Monday, December 19, 2016 9:03:05 AM
Attachments: LSA 2016-04 FLU Application.docx
Z-2016-15 rezoning-application.pdf

Good morning, John and Horace,

These forms need to be completed by Planning and Zoning and/or administration.
I have discussed this with Steve and the email from Mr. Bookman along with the Purchase Contract are sufficient in place of an Agency Form.

Please let me know if you have any questions.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Friday, December 16, 2016 11:02 AM
To: Meredith D. Crawford; Horace L Jones; Allyson Cain; Stephen G. West
Cc: Alain Espinosa
Subject: RE: McDonalds Property

Steve,

Can you please complete the forms for the Jail Rezoning and the Large Scale Map Amendment.

Thanks
John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Meredith D. Crawford
Sent: Friday, December 16, 2016 8:51 AM
To: John C. Fisher; Horace L Jones; Allyson Cain
Cc: Alain Espinosa
Subject: RE: McDonalds Property

These should be completed showing the County as both the Owner (of the parcels that are ours) and showing the County as the agent (for the parcels that we do not own).
The current owner of the other properties has authorized the County to act as its agent – see prior emails to Horace from Alison – however, as discussed previously they would need to complete an agency form- which should be accomplished through Steve West. You may complete the form, forward it to Steve, and he will have their attorney sign. Or send him a blank form and have their attorney complete it- whatever works best for you.
Horace and/or Jack or someone from planning would be the person to sign the FLUM and rezoning request forms for presentation to the PB.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Thursday, December 15, 2016 11:20 AM
To: Horace L Jones; Allyson Cain; Meredith D. Crawford
Subject: RE: McDonalds Property

Meredith,

These are the forms that have been completed for the Jail Rezoning and Large Scale. I attached the two applications and a full rezoning application because some of the pages have been taken out of the Z-2016-15 rezoning application which I didn't think we needed. Please review the applications and let me know who the Agent and if anyone needs to sign the applications.

Thanks

John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Horace L Jones
Sent: Wednesday, December 14, 2016 11:27 AM
To: John C. Fisher; Allyson Cain
Subject: FW: McDonalds Property

Please get the proper form and forward it on. Thanks!!

From: Meredith D. Crawford
Sent: Wednesday, December 14, 2016 11:18 AM
To: Horace L Jones
Cc: Alain Espinosa
Subject: McDonalds Property

Do we have an agency form on file authorizing us to act as the agent from the seller? This would have been accomplished through Steve. If not, can you send it to me and I will forward to Steve to ask Mr. Bookman, the attorney for the property owner to execute it, this would authorize us to proceed at least through the preliminary actions.
Please let me know.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From:	Meredith D. Crawford
To:	John C. Fisher
Cc:	Alain Espinosa
Subject:	FW: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments
Date:	Friday, December 16, 2016 8:55:02 AM
Attachments:	image001.png

FYI.

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: Horace L Jones
Sent: Wednesday, December 14, 2016 1:12 PM
To: Alison A. Rogers
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Thanks!!!!!!!!!!!!!!!!!!!!!!!!!!!!

From: Alison A. Rogers
Sent: Wednesday, December 14, 2016 12:59 PM
To: Horace L Jones
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: Fwd: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Horace,

You may continue.

A

Sent from my iPhone

Begin forwarded message:

> **From:** Alan Bookman <ABB@esclaw.com>
> **Date:** December 14, 2016 at 12:52:06 PM CST
> **To:** "Alison A. Rogers" <aaperdue@co.escambia.fl.us>
> **Cc:** "Stephen G. West" <sgwest@co.escambia.fl.us>, "Dianne C. Simpson" <dcsimpso@co.escambia.fl.us>
> **Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments**

Correct—please proceed.

From: Alison A. Rogers [mailto:aaperdue@co.escambia.fl.us]
Sent: Wednesday, December 14, 2016 11:05 AM
To: Alan Bookman
Cc: Stephen G. West; Dianne C. Simpson
Subject: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Alan,

I need to confirm with you the schedule for the large scale future land use change and the rezoning for the McDonald property. The Planning staff intends to take the future land use amendment to the Planning Board on January 3, to the BCC on January 19th and then it goes to the state DEO for comments before it returns to the BCC for final adoption. The rezoning may go to the Planning Board at the same time, but wouldn't go to the BCC for final action until the future land use amendment is ready for final vote, so well after January. Can I assume these preliminary votes by the Planning Board are okay with your client prior to the closing?

Alison P. Rogers
County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
■	4"x4" Concrete monument found no #
×	"X" cut in concrete
●	1/2" Capped iron rod set #7073
◆	1/2" Capped iron rod found #noted
○	1" Iron pipe found
⊕	1/2" Iron rod found
Ⓢ	Sanitary sewer manhole
Ⓢ	Storm manhole
▤	Storm inlet
☼	Light pole with base
⊛	Sewer cleanout
▣	Electric equipment
⊛	Backflow preventor
⊛	Power pole
⊛	Guy wire
▣	Telephone marker
—x—	Chain link fence
—o—	Wood fence
—SS—	Sanitary sewer line
—S—	Storm sewer line
—ETC—	Electric/telephone/cable line

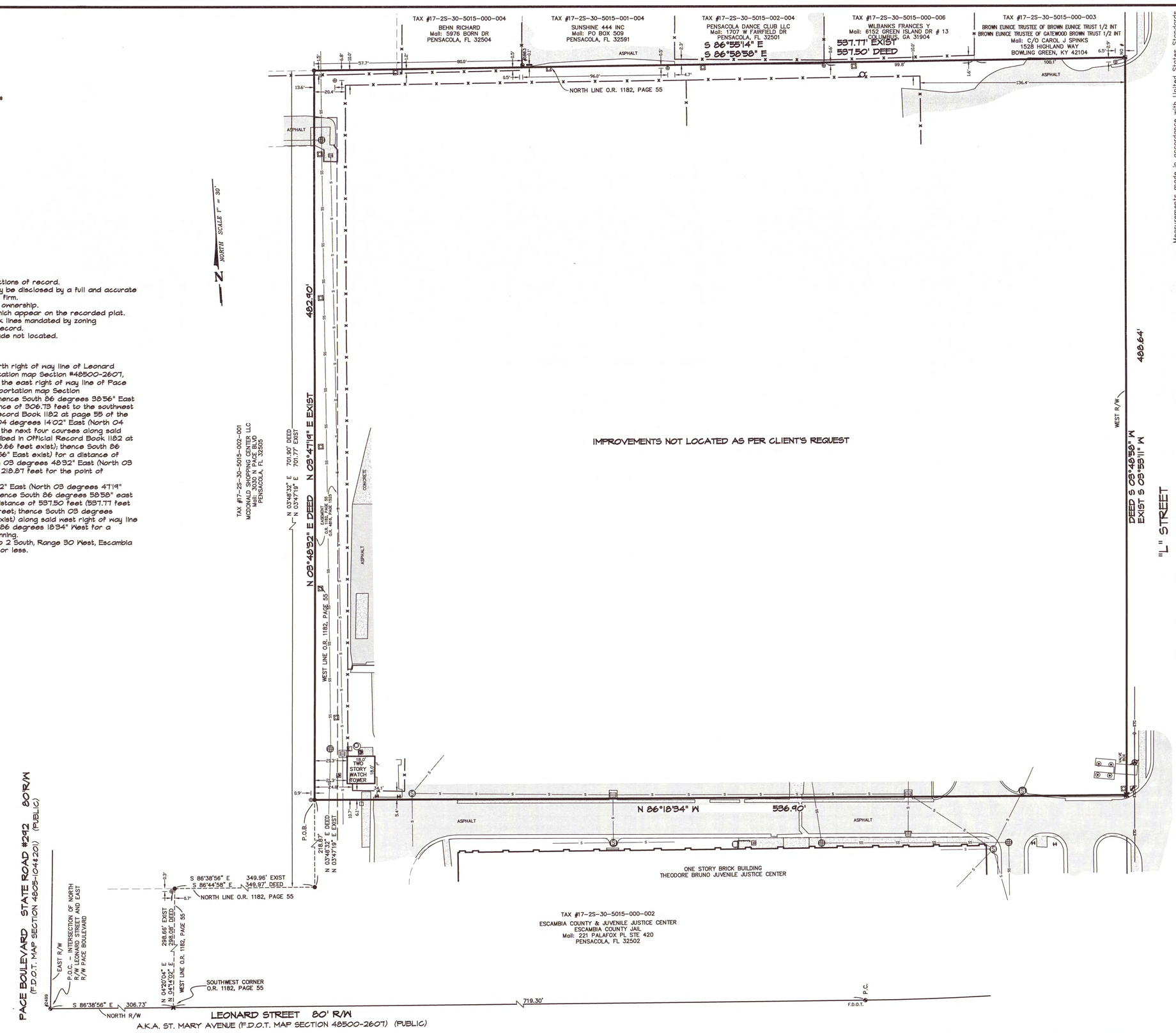
SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104+201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist) (this course and the next four courses along said west line and north line of said parcel described in Official Record Book 1182 at page 55) for a distance of 298.08 feet (298.66 feet exist); thence South 86 degrees 44'58" East (South 86 degrees 38'56" East exist) for a distance of 349.97 feet (349.96 feet exist); thence North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 58'58" east (South 86 degrees 55'14" East exist) for a distance of 537.50 feet (537.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 48'58" West (South 03 degrees 53'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.99 acres, more or less.



Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE NORTH R/W LEONARD STREET AS S 86°38'56" E (GRID NORTH)
Ordered By MR. DANNY SWAIN
Elevation Reference
Encroachments FENCES, ASPHALT, CONCRETE
Source of Information TAX MAPS, PUBLIC RECORDS, D.O.T R/W MAPS, SR #292 SECTION 4805-104, S.R. #292A, SECTION 48500-2602 & SECTION 48500-2604, SURVEYS BY: COLDIRON, HINSON & THIS FIRM

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

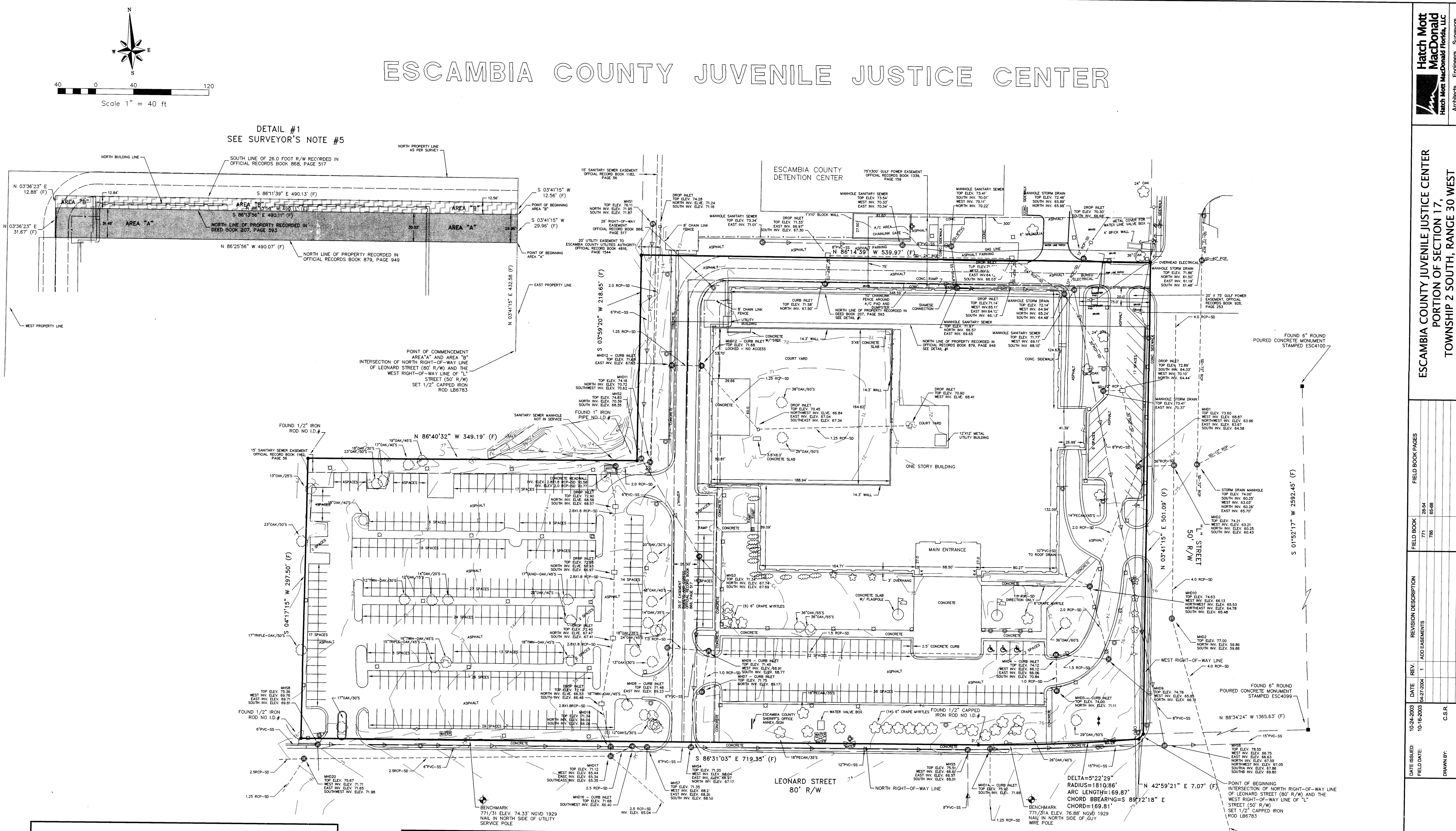
David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

SHEET 1 OF 1

LB No. 7073
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN. BY: SURVEYOR

File No.	C-7597
Job No.	37072-16
Scale	1" = 30'
Date of Survey	11-29-2016
Date of Plat	11-30-2016
Date of Revision	
FB 1597	PG 41-79
FB 1607	PG 1-21
Drawn by	PMJ
Checked By	WJG

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER



DESCRIPTION OF PROPERTY SURVEYED
PREPARED AT CLIENT'S REQUEST
JUVENILE JUSTICE CENTER
HMM PROJECT NO. 201254
April 21, 2004

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Leonard Street (80' R/W) and the West right-of-way line of "L" Street as shown on Florida Department of Transportation Right-of-way Map, Section 48500-2607, Sheet 1 of 2, dated February 16, 1976; thence North 03°41'15" East along said West right-of-way line for 501.09 feet; thence departing said West right-of-way line North 86°14'39" West for 539.97 feet; thence South 03°59'20" West for 218.65 feet; thence North 86°40'32" West for 349.19 feet; thence South 04°17'15" West for 297.50 feet to the aforementioned North right-of-way line of Leonard Street (80' R/W); thence (this call and the succeeding two calls are along said North right-of-way line) South 86°31'03" East for 719.35 feet to the Point of Curvature of a circular curve concave to the North having a radius of 1810.86 feet and a central angle of 05°22'29"; thence in an Easterly direction along the arc of said curve for an arc distance of 169.87 feet (Chord Bearing South 89°12'18" East ~ Chord Distance 169.81 feet) to the Point of Tangency of said curve; thence North 42°59'21" East for 7.07 feet to the Point of Beginning. Containing 8.79 acres, more or less.

Subject to the following easements found in the public records of Escambia County, Florida:

15.0 foot Sanitary Sewer Easement as recorded in Official Record Book 1182 at page 56.

26.0 foot Easement for Right-of-Way as recorded in Official Record Book 868 at page 517.

Underground Easements in favor of Gulf Power recorded in Official Records Book 926 at page 253 and Official Records Book 1339 at page 159.

20.0 foot Easement to Escambia County Utilities Authority recorded in Official Records Book 4816 at page 1544.

LEGEND
- = FLAG POLE
- = SIGNAL SPAN POLE
- = TRAFFIC SIGN
- = FIRE HYDRANT
- = GUY WIRE ANCHOR
- = LIGHT POLE W/ 1.5 SQ. CONCRETE BASE
- = STORM DRAIN MANHOLE (MHD)
- = SANITARY SEWER MANHOLE (MHS)
- WATER = WATER METER
- = WOOD POWER POLE
- WATER = WATER VALVE
- = ORNAMENTAL PLANT
- = SHRUB
- = BACKFLOW PREVENTOR
- GAS = GAS METER

(F) = FIELD MEASUREMENT
RCP-SD = REINFORCED CONCRETE PIPE STORM DRAIN
RCP-SS = REINFORCED CONCRETE PIPE SANITARY SEWER
INV. ELEV. = INVERT ELEVATION
● = SET 1/2" CAPPED IRON ROD LB6783 UNLESS NOTED OTHERWISE
P.C. = POINT OF CURVATURE
20"OAK/50'S = SIZE & TYPE OF TREE/DRIPLINE DIAMETER

SURVEYOR'S NOTES:

1. NORTH AND BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983. THE REFERENCE MONUMENTS USED:
ESC 4099, NORTHING: 534581.5358', EASTING: 1107720.091'
ESC 4100, NORTHING 427172.6001', EASTING: 1107804.753'

2. ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE REFERENCED TO BENCHMARKS 706-27A, ELEVATION 75.56' (NGVD 1929) AND BENCHMARK 706-27B, ELEVATION 80.32' (NGVD 1929) AS SHOWN ON A SURVEY BY PITTMAN AND ASSOC., JOB NUMBER 23361-96, DATED 02-25-1994.

3. A TITLE SEARCH BY ESCAROSA LAND RESEARCH CO., FILE NO 10330, WAS FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC BY MIKE MARSHALL OF SAM MARSHALL ARCHITECTS.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THERE IS A 31.0'± GAP BETWEEN DEED RECORDED IN DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 949, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1. THERE IS ALSO A 12.5' ± GAP BETWEEN DEED RECORDED DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 517, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1.

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM, DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

CERTIFICATE OF AUTHORIZATION L.B.#6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

R S Colocado 4-27-04
R. S. COLOCADO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6049

AFFIX SURVEYOR SEAL

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ■ Fax: (850) 484-8199

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
PORTION OF SECTION 17,
TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

FIELD BOOK	FIELD BOOK PAGES
771	28-54
786	65-68

DATE	REV.	REVISION DESCRIPTION
04-27-2004	1	ADD EASEMENTS


DATE ISSUED:	10-24-2003
FIELD DATE:	10-16-2003
DRAWN BY:	C.S.R.
PROJECT SURVEYOR:	R. S. COLOCADO
H.M.M. PROJECT NUMBER:	210254

SHEET TITLE:
BOUNDARY AND TOPOGRAPHICAL SURVEY

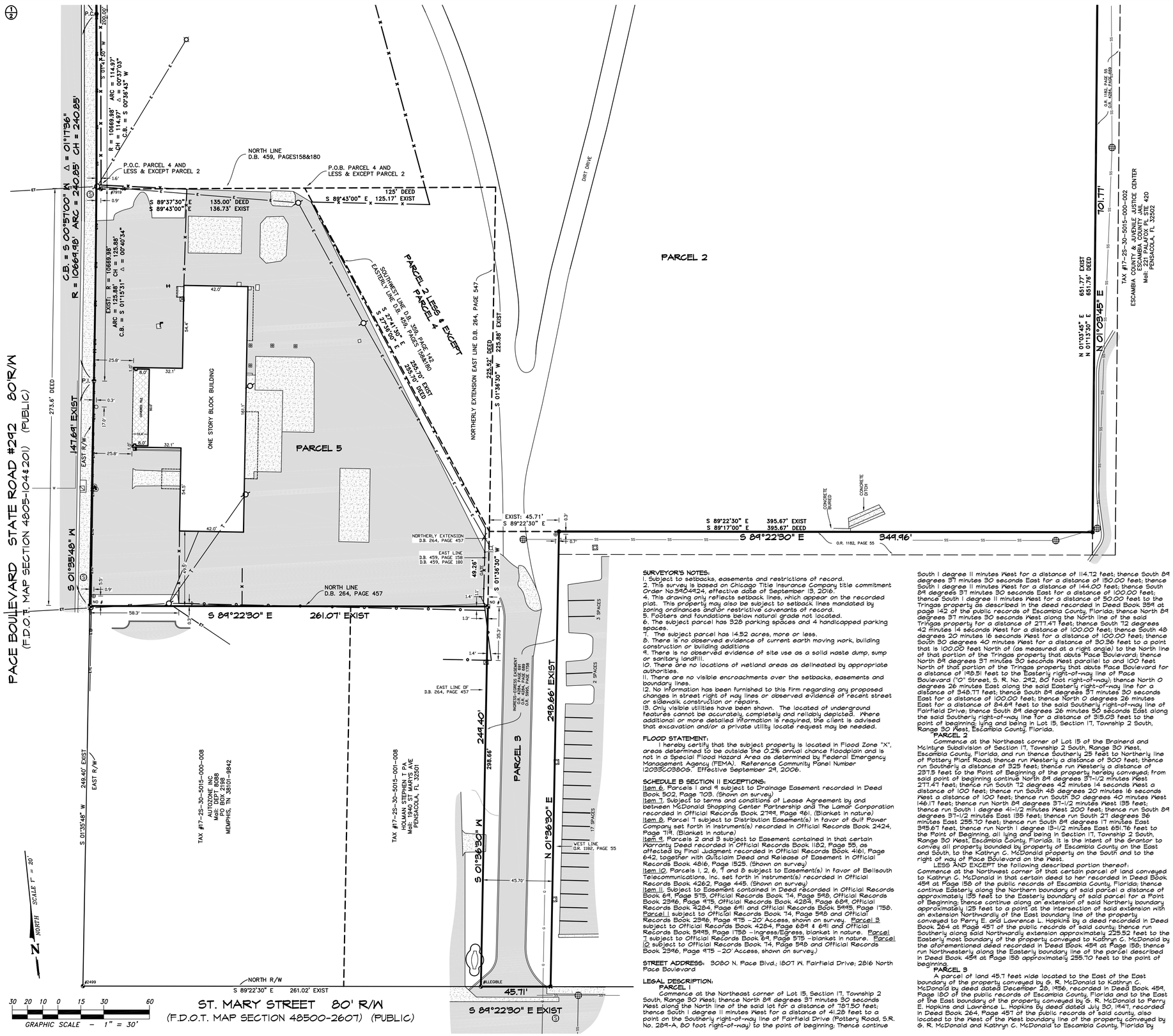
SHEET NUMBER:

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission.

P:\210254\Survey\dwg\BDY-TOPO1.dwg, 04/28/2004 11:49:15 AM



FAIRFIELD DRIVE STATE ROAD #S-289A 80' R/W
(FORMERLY POTTERY PLANT ROAD) (F.D.O.T. MAP SECTION 48550-2602) (PUBLIC)
PACE BOULEVARD STATE ROAD #292 80'R/W
(F.D.O.T. MAP SECTION 4805-104&201) (PUBLIC)
PARCEL 1
PARCEL 2
PARCEL 6
PARCEL 7
PARCEL 8
PARCEL 9
PARCEL 10
P.O.B. PARCEL 9
P.O.C. PARCEL 10
P.O.B. PARCEL 1
P.O.B. PARCEL 2
P.O.B. PARCEL 6
P.O.B. PARCEL 7
P.O.B. PARCEL 8
P.O.B. PARCEL 10
P.O.C. – PARCELS 1, 2, & 6
NORTHEAST CORNER
SECTION 17, T–2–S, R–30–W
NORTH LINE OF LOT 15, SECTION 17
NORTH LINE D.B. 359, PAGE 142
ONE STORY BRICK AND CONCRETE BLOCK BUILDING
ONE STORY BRICK AND FRAME BUILDING
ONE STORY BLOCK BUILDING
ONE STORY BLOCK AND FRAME BUILDING
ONE STORY STUCCO BUILDING
GULF POWER COMPANY EASEMENT
O.R. 2424, PAGE 719
20' ACCESS EASEMENT
O.R. 74, PAGE 598
O.R. 2396, PAGE 975
BELLSOUTH EASEMENT
O.R. 4262, PAGE 445
DRAINAGE EASEMENT
D.B.502, PAGE 703
METAL ICE DISPENSER
CONCRETE DUMPSTER PAD
DIRT DRIVE
TAX #17-2S-30-5015-001-005
MARKER JEFFREY L & DONNA J
Mail: 1765 E NINE MILE RD STE 1 #226
PENSACOLA, FL 32514
TAX #17-2S-30-5015-000-002
ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER
ESCAMBIA COUNTY JAIL
Mail: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502
N 89°26'51" W 550.18' EXIST
S 89°26'50" E 315.03' DEED
S 89°26'51" E 315.19' EXIST
S 89°37'30" E 100.00' DEED
S 45°25'41" W 21.17'
S 00°18'12" W 604.61'
N 01°12'29" E 258.23'
N 01°03'45" E 701.77'
N 89°37'30" W 277.47' DEED & EXIST
N 89°36'11" W 100.00' EXIST
S 89°37'30" E 100.00' DEED
N 89°37'30" W 237.39' EXIST
WESTERLY 237.5' DEED
S 89°26'51" E 672.50'
N 89°37'30" W 787.50' DEED
S 72°42'14" W 100.00' DEED & EXIST
S 48°20'16" W 100.00' DEED & EXIST
S 30°40'00" W
N 89°37'30" W 139.9' DEED
N 89°37'30" W 135.00' DEED
N 89°37'30" W 139.41' EXIST
LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.C. Point of curvature
P.I. Point of intersection
1/2" Capped iron rod set #7073
1/2" Capped iron rod found #noted
1" Iron pipe found
1/2" Iron rod found
4"x4" Concrete monument found
"X" cut in concrete
Fire hydrant
Sanitary sewer manhole
Storm sewer manhole
Water valve
Water meter
Gas meter
Telephone equipment
Electric equipment
Sewer cleanout
Backflow preventor
Light pole
Light pole with base
Power pole
Power pole with underground telephone
Power pole with underground electric
Power pole with underground cable
Guy wire
Traffic light pole
Mailbox
Traffic light box
Storm inlet
Road sign
Guard post
Flag pole
Air conditioning unit
Chain link fence
Wood fence
Telephone line
Cable line
Electric line
Water line
Gas line
Storm sewer line
Sanitary sewer line
Buried telephone line
Concrete
Asphalt
NORTH SCALE 1" = 20'
GRAPHIC SCALE – 1" = 30'
Measurements made in accordance with United States Standards.
Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By MS. STACEY WARD Elevation Reference
Encroachments ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information TAX MAPS; PUBLIC RECORDS; D.O.T R/W MAPS: SR #292, SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEYS BY: COLOCADO, HINSON & THIS FIRM
AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W
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: pgasurvey@bellsouth.net
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.
David D. Glaze PSM #5605
Walter J. Glaze PSM #6190
SHEET 1 OF 2
LB No. 7073
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR
File No. C-7550
Job No. 36973-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB 1597 PG 41-75
FB PG
Drawn by PMJ
Checked By WJG





VICINITY MAP

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Chicago Title Insurance Company title commitment Order No.5804424, effective date of September 13, 2016.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. The subject parcel has 328 parking spaces and 4 handicapped parking spaces.
7. The subject parcel has 14.52 acres, more or less.
8. There is no observed evidence of current earth moving work, building construction or building additions
9. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
10. There are no locations of wetland areas as delineated by appropriate authorities.
11. There are no visible encroachments over the setbacks, easements and boundary lines.
12. No information has been furnished to this firm regarding any proposed changes in street right of way lines or observed evidence of recent street or sidewalk construction or repairs.
13. Only visible utilities have been shown. The located of underground features should be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be needed.

FLOOD STATEMENT:
I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0380C. Effective September 29, 2006.

SCHEDULE B SECTION II EXCEPTIONS:
Item 6. Parcels 1 and 9 subject to Drainage Easement recorded in Deed Book 562, Page 103. (Shown on survey)
Item 7. Subject to terms and conditions of Lease Agreement by and between McDonald Shopping Center Partnership and The Lamar Corporation recorded in Official Records Book 2748, Page 461. (Blanket in nature)
Item 8. Parcel 7 subject to Distribution Easement(s) in favor of Gulf Power Company set forth in instrument(s) recorded in Official Records Book 2424, Page 719. (Blanket in nature)
Item 9. Parcels 2 and 3 subject to Easement contained in that certain Warranty Deed recorded in Official Records Book 1182, Page 55, as affected by Final Judgment recorded in Official Records Book 4161, Page 642, together with Quitclaim Deed and Release of Easement in Official Records Book 4816, Page 1525. (Shown on survey)
Item 10. Parcels 1, 2, 6, 7 and 8 subject to Easement(s) in favor of Bellsouth Telecommunications, Inc. set forth in instrument(s) recorded in Official Records, Page 448, (Shown on survey)
Item 11. Subject to Easement contained in Deed recorded in Official Records Book 69, Page 575, Official Records Book 74, Page 598, Official Records Book 2946, Page 975, Official Records Book 4284, Page 689, Official Records Book 4284, Page 691 and Official Records Book 5945, Page 1758. Parcel 1 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey. Parcel 3 subject to Official Records Book 4284, Page 689 & 691 and Official Records Book 5945, Page 1758 – Ingress/Egress, blanket in nature. Parcel 7 subject to Official Records Book 69, Page 575 -blanket in nature. Parcel 10 subject to Official Records Book 74, Page 598 and Official Records Book 2946, Page 975 – 20' Access, shown on survey.)

STREET ADDRESS: 3080 N. Pace Blvd.; 1807 W. Fairfield Drive; 2816 North Pace Boulevard

LEGAL DESCRIPTION:
PARCEL 1
Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 80.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 84 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.64 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2
Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 258.70 feet; thence run South 89 degrees 17 minutes East 345.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof:
Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.
It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:
A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.
And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:
Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7
Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11' West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11' East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #5-289A as shown on Florida Department of Transportation map, Section 48550-2602.

PARCEL 8
Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11' West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 84 degrees 37.5 West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11' West a distance of 31 feet; thence run East parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11' East a distance of 31 feet to point of beginning.

PARCEL 9
Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 84 degrees 37.5 East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26' West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26' East along the east line of Pace Boulevard a distance of 100 feet to point of beginning. Less and except right of way of State Road #5-289A as shown on Florida Department of Transportation map, Section 48550-2602.

PARCEL 10
Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26' West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952 recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26' East along said east line of Pace Boulevard a distance of 100 feet; thence run South 84 degrees 37.5 East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40' West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5 West a distance of 139.4 feet along said north line of the Tringas Property to the point of beginning.

CERTIFICATION
To: Emmanuel, Sheppard & Condon; Chicago Title Insurance Company; Escambia county, a political subdivision of the State of Florida; McDonald Shopping Center, LLC, a Florida limited liability company;
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11(a), 11(b), 13, 14, 16, 18 & 19 of Table A thereof. The fieldwork was completed on September 22, 2016.

Date of Plat or Map: September 22, 2016

Walter J. Glaze, PSM #6940

deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4
Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.
It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:
A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.
And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:
Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7
Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11' West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11' East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #5-289A as shown on Florida Department of Transportation map, Section 48550-2602.

PARCEL 8
Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11' West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 84 degrees 37.5 West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11' West a distance of 31 feet; thence run East parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11' East a distance of 31 feet to point of beginning.

PARCEL 9
Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 84 degrees 37.5 East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26' West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26' East along the east line of Pace Boulevard a distance of 100 feet to point of beginning. Less and except right of way of State Road #5-289A as shown on Florida Department of Transportation map, Section 48550-2602.

PARCEL 10
Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26' West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952 recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26' East along said east line of Pace Boulevard a distance of 100 feet; thence run South 84 degrees 37.5 East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40' West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5 West a distance of 139.4 feet along said north line of the Tringas Property to the point of beginning.

CERTIFICATION
To: Emmanuel, Sheppard & Condon; Chicago Title Insurance Company; Escambia county, a political subdivision of the State of Florida; McDonald Shopping Center, LLC, a Florida limited liability company;
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11(a), 11(b), 13, 14, 16, 18 & 19 of Table A thereof. The fieldwork was completed on September 22, 2016.

Date of Plat or Map: September 22, 2016

Walter J. Glaze, PSM #6940

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 89°37'30" W (DEED CALL)
Ordered By: MS. STACEY WARD Elevation Reference:
Encroachments: ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information: TAX MAPS, PUBLIC RECORDS; D.O.T. R/W MAPS; SR #292, SECTION 4805-104; S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604; SURVEY'S BY: COLOCADO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY; A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

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: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Walter J. Glaze
PSM #6940

David D. Glaze
PSM #5605

SHEET 2 OF 2

LB No. 7078

NOT VALID UNLESS IMPRINTED WITH SEAL AND SIGN BY SURVEYOR

File No. C-7551
Job No. 36913-16
Scale 1" = 30'
Date of Survey 9-22-2016
Date of Plat 9-22-2016
Date of Revision
FB. 1547 PG. 41-75
FB. PG.
Drawn by PMJ
Checked By WJG

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof: Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11’ West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11’ East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11’ West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5’ West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11’ West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11’ East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5’ East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26’ West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26’ East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26’ West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26’ East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5’ East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40’ West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5’ West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.

From: Clara F Long (CRA)
To: John C. Fisher
Subject: RE: LSA-2016-04 Jail Rezoning
Date: Tuesday, December 13, 2016 10:43:19 AM

CRA has no comments to this rezoning project. Thanks Clara

Clara Long, FRA-RP, 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
Website: www.myescambia.com

From: John C. Fisher
Sent: Tuesday, December 13, 2016 10:41 AM
To: Clara F Long (CRA)
Subject: LSA-2016-04 Jail Rezoning

Clara,

Please comment on the Large Scale Map Amendment for the Jail coming to the January PB.

Thanks

John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

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 21, 2016

RE: Transportation & Traffic Operations (TTO) Comments – Z-2016-15

TTO Staff has reviewed the Rezoning (Z)-2016-15, Escambia County Jail Site, Juvenile Justice Center and Surrounding Escambia County Owned Property, agenda item for the upcoming Planning Board meeting scheduled for January 3, 2017. Please see the below comment.

- Z-2016-15 – Current traffic patterns generated by the existing commercial development will be reduced by approximately thirty-two percent based on the Institute of Transportation Engineers trip generation rates. Attached are the trip generation rate worksheets for reference…

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Rev 01/28/03

Planning ID #:

Pre-App: X **MP:** _____ **PP:** _____ **SP:** _____ **Mini:** _____

Project Name & Address: McDonald's Property Rezoning Case 2016-15

Roadway Facility: Fairfield Dr and Pace Blvd

Project Description: Proposed New Jail

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-0272 **Date:** 12/20/16

EXISTING TRIP GENERATION

Source: latest edition of *Trip Generation,* ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: Specialty Retail Center	**ITE Code:** 814		**Page #:** 1388	
Independent Variable: 1,000 Sq Ft Gross Leasable Area				
Size of Independent Variable:	38	**[A]**		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	2.71	**[B]**		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	101.6	**[C]**		
Internal Capture Rate Percentage (if applicable):			0%	**[D]**
Internal Trips (C*D):			0.0	**[E]**
Adjusted Driveway Trips (C-E):			101.6	**[F]**
Pass-By Trip Percentage (if applicable):			0%	**[G]**
Pass-By Trips (F*G):			0.0	**[H]**
Existing Driveway Trips (F-H):			102	**[I]**

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Rev 01/28/03

Planning ID #:

Pre-App: X **MP:** _____ **PP:** _____ **SP:** _____ **Mini:** _____

Project Name & Address: McDonald's Property Rezoning Case 2016-15

Roadway Facility: Fairfield Dr and Pace Blvd

Project Description: Proposed New Jail

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-0272 **Date:** 12/20/16

NEW TRIP GENERATION

Source: latest edition of *Trip Generation,* ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: Prison	**ITE Code:** 571		**Page #:** 1111	
Independent Variable: Beds				
Size of Independent Variable:	1400	**[A]**		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	0.05	**[B]**		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	70.0	**[C]**		
Internal Capture Rate Percentage (if applicable):			0%	**[D]**
Internal Trips (C*D):			0.0	**[E]**
Adjusted Driveway Trips (C-E):			70.0	**[F]**
Pass-By Trip Percentage (if applicable):			0%	**[G]**
Pass-By Trips (F*G):			0.0	**[H]**
New Driveway Trips (F-H):			70	**[I]**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____

_____ In Favor _____ Against

*Name: Pastor Sylvia E Tisdale

*Address: 2300 W. Pace Blvd *City, State, Zip: _____

Email Address: sylvnitisdale@Aol.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12047 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/20/2017
Issue: 5:46 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 3, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2016-15 was heard by the Planning Board on January 3, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2017-_____

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; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2016-15**
Address:	2816 N. Pace Boulevard, 3080 N. Pace Boulevard, 1800 St. Mary Street, 1807 W. Fairfield Drive
Property Reference No.:	17-2S-30-5015-000-002; 5015-000-009; 5015-002-001; 5015-003-001
Property Size:	1.43 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre) HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	P, Public

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

DRAFT

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12049 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/20/2017
Issue: At-Large Appointment to the Escambia County Board of Adjustment
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

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

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

A. Appoint Jesse Casey effective April 20, 2017, through April 19, 2019;

OR

B. Appoint Walker Wilson effective April 20, 2017, through April 19, 2019;

OR

C. Appoint Chuck Kimball effective April 20, 2017, through April 19, 2019.

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Board of Adjustment. Mr. Casey's term of office expired on April 15, 2017, and requires appointment/re-appointment of an at-large member. Mr. Casey has expressed a desire to serve another term on the Board of Adjustment. Mr. Kimball and Mr. Wilson have also expressed a desire to serve on the Board of Adjustment. Their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1,B.1. Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/re-appointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

Jesse Casey Resume
Chuck Kimball Resume
Walker Wilson Resume
Ballot

12/12/2012

Jesse Casey

6300 Hogan Road

Pensacola, Fl. 32526

Phone # 850-944-4444

Brief Resume / Work Experience History

I have over forty years of, on hands construction experience. I started out at the tender age of thirteen, working after school with my father .By the time I reached eighteen, I was a carpenter foreman for H.R. Doty construction Company at NAS Pensacola Florida. I was a Project manager on several large projects such as, Creekside Apartments, here in Pensacola, Florida to some pre-fabed apartments in Meridian Ms. to, the country club at, Desert Horizon Country Club in Palm Desert Ca. From there I was flown to, L.A.Ca., and was interviewed for a position at Marble Hill Nuclear Power Plant in New Washington In., where I worked as a civil structural estimator/consultant to Public Service of In., for four years. I then returned to Pensacola and began working as a project manager for National Assistance Bureau out of Nashville Tenn. and was made an officer of that company, and I also became Vice President for Major Contracting out of Nashville Tenn. I traveled all over Georgia, Tenn., Alabama, and Florida, constructing Health Care facilities, Nursing Homes and Kidney Dialysis centers. I held Contractor licenses for all four of the before mentioned states. Now I am a licensed, Certified General Contractor for the state Of Florida and a Masonry contractor for Escambia and Santa Rosa County, Florida. I was born on Jan.25th 1953, in Monroeville, Alabama. I moved here with my family when I was Four years old. I have kept and maintained my home here ever since.

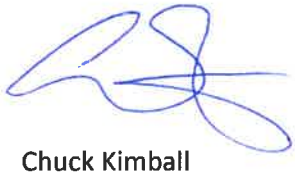
March 22, 2017

Escambia County Board of County Commissioners

I would like to volunteer for the at-large open seat on the Board of Adjustment. I believe that my diverse business and volunteer background will be able to prove helpful on this board. My business background includes Mortgage Lending, Real Estate, Insurance (Health/Life, Personal Lines and Commercial Lines), IT, Human Resources and IT Management. I have lived here in Escambia County since 1998 and love our community. I currently serve on the ECUA Citizens Advisory Committee where I have served for, I believe, the past 6 years. I also serve on the board for the Florida Assisted Living Association which advocates for the owners and residents of assisted living facilities throughout the state. In full disclosure I would have to miss the meeting in August as one of the quarterly board meetings for this association is already schedule for the same day.

I enjoy having any opportunity to serve my community and would welcome this new challenge and venue to do so if so appointed. I have attached a brief resume of my work experience. Thank you in advance for your consideration.

Best regards,



Chuck Kimball
(850) 232-1780
3050 English Oak Circle
Pensacola, FL 32526

Chuck Kimball, PHR, SHRM-CP

☎ 850-232-1780 ✉ pcolack@gmail.com 🖃 3050 English Oak Circle • Pensacola, Florida 32526

Dynamic, proactive and people-driven professional with over 15 years of comprehensive Human Resources experience. Proven ability to provide critical support in the development and implementation of HR strategies that achieve business results. Excellent skills in problem solving, leadership and communications. A trusted company advocate who can effectively balance the needs of both the individual and the organization. Qualifications include:

Recruiting & Selection	State and Federal Compliance	Compensations/Benefits
Employee Relations	Training & Development	Policy Design & Administration
Operations Management	Workforce Development	Worker's Compensation
Health and Safety Management	Diversity Management	Organization/Planning
Insurance Sales & Service	Real Estate Sales & Management	IT Management/Oversight

EDUCATION & TRAINING

SHRM-CP Certification	SHRM	2015-Current
PHR Certification	HRCI	2007-Current
2-20 & 2-15 Insurance Licenses	FL Dept. Financial Services	2008-Current
Florida Real Estate Sales/Broker	FL DBPR	1998-Current
Political Science Major	University of West Florida	2008-ongoing

PROFESSIONAL EXPERIENCE

Vice President/Director of Human Resources & Benefits – Payday HR Solutions	**2011-Present**
President/Agent – Straight Forward Insurance Solutions	**2011-Present**
President/Broker – Straight Forward Realty	**2016-Present**
Director of HR & Benefits – Allstates Employer Services	**2003-2011**
Realtor/Agent – Century 21 AmeriSouth Realty	**1998-2016**

COMPUTER SKILLS

Summit Apex, Darwin Thinkware, Swipeclock, Kronos, Word, Excel, PowerPoint, Outlook, On-Line Recruitment Tools

AFFILIATIONS

Greater Pensacola Society of Human Resource Management
Pensacola Association of Realtors
Professional Insurance Agents of Florida
Emerald Coast Utility Authority Citizens Advisory Committee Member
Florida Assisted Living Association – Board Member
YouthBiz – Board Member
References upon Request

Walker Wilson
1250 E Fisher St, Pensacola, Fl 32503
(850) 485-1889 jwalkerwilson@gmail.com

03/22/2017

Escambia County Board of County Commissioners
Attn: Kayla Meador
3363 West Park Place, Pensacola, Fl 32505

Dear Escambia County Board of County Commissioners,

I am writing today to indicate my desire to serve on the Escambia County Board of Adjustment. I was excited to hear about this opportunity to serve Escambia County's residents in such an important capacity. As the President-Elect of the Pensacola Civitan club, I have seen the hardships of those who receive wheelchair ramps from the Club. Many times, without these wheelchair ramps, residents are unable to move freely in and out of their homes. Those who may need variances because of their physical need or otherwise deserve to be heard, and I can't think of a better way to serve those most in need than to be a part of the Escambia County Board of Adjustment. As background, I grew up in Escambia County and attended Auburn University after graduating from Washington High School. After graduating from Auburn, I knew it was just a matter of time before I would move back home. I've always had a desire to serve this community and continue to improve upon its quality of place. I manifested my desire to serve by starting a charity, onbikes Pensacola, that provided 305 brand new bikes to children in Escambia County.

Sincerely,

Walker Wilson

James Walker Wilson

1250 E Fisher St, Pensacola, Fl 32503
Phone: (850) 485-1889 Fax: (251) 960-1055 E-Mail: jwalkerwilson@gmail.com

Work Experience

Bay Wood Products — May 2012-Present

Process Analyst

- Implementing new ERP system, Palmate, to track inventory and sales from raw material to a finished product to streamline our flow of product.
- Responsible for maintaining raw material inventory levels of 3,000,000 bd/ft of pine lumber. Responsible for setting up trucks to move material from the mills to plant in Robertsdale. Negotiate lumber contracts with sawmills to provide best material and pricing for company.
- Follow lumber market trends by contacting mills on pricing and by analyzing market reports on the pine lumber industry.

Bay Wood Trading — June 2016-Present

President

- Bay Wood Trading is a lumber brokerage firm mostly selling low grade lumber to pallet companies to supply their lumber/raw material needs. Negotiate pricing and lead times on the items customers have ordered and set up deliveries for them in a timely fashion.

Community Involvement

onbikes Pensacola — May 2016-Present

President/Founder

- President of the board for onbikes Pensacola a new 501(c)(3) non-profit with a mission to provide every foster and at needs child in the greater Pensacola area with a bicycle and helmet to call their own
- Lead a group of 8 board members and 4 committee heads to plan the annual 'Winter Wonder Ride' and various 'Bike Builds' that onbikes Pensacola holds.

Pensacola Young Professionals — February 2016 -Present

Vice President of Community Development

Co-Chair Government Affairs

Civitan International — June 2006- Present

Alabama West-Florida District Junior Civitan co-Chair

Pensacola Civitan Club President-elect 2016-217

Junior Civitan International President, 2006-2007

- Lead an organization of 15,000 across seven countries by setting goals for international projects and membership. Spear headed a group of International officers and district Governors to fundraise $100,000 for the Civitan International Research Center in Birmingham, Al.

Inweekly Rising Star — 2017

Auburn University

Bachelor of Science in Political Science — **August 2007- May 2011**

BCC: 04-20-2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

BOARD OF ADJUSTMENT "AT LARGE"

___ Jesse Casey

___ Walker Wilson

___ Chuck Kimball

Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12050 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/20/2017
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Sundown Riverside Condominium Association, Inc. for construction of a seawall at 16470 Perdido Key Dr., Parcel I.D. # 06-4S-32-2010-000-100. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

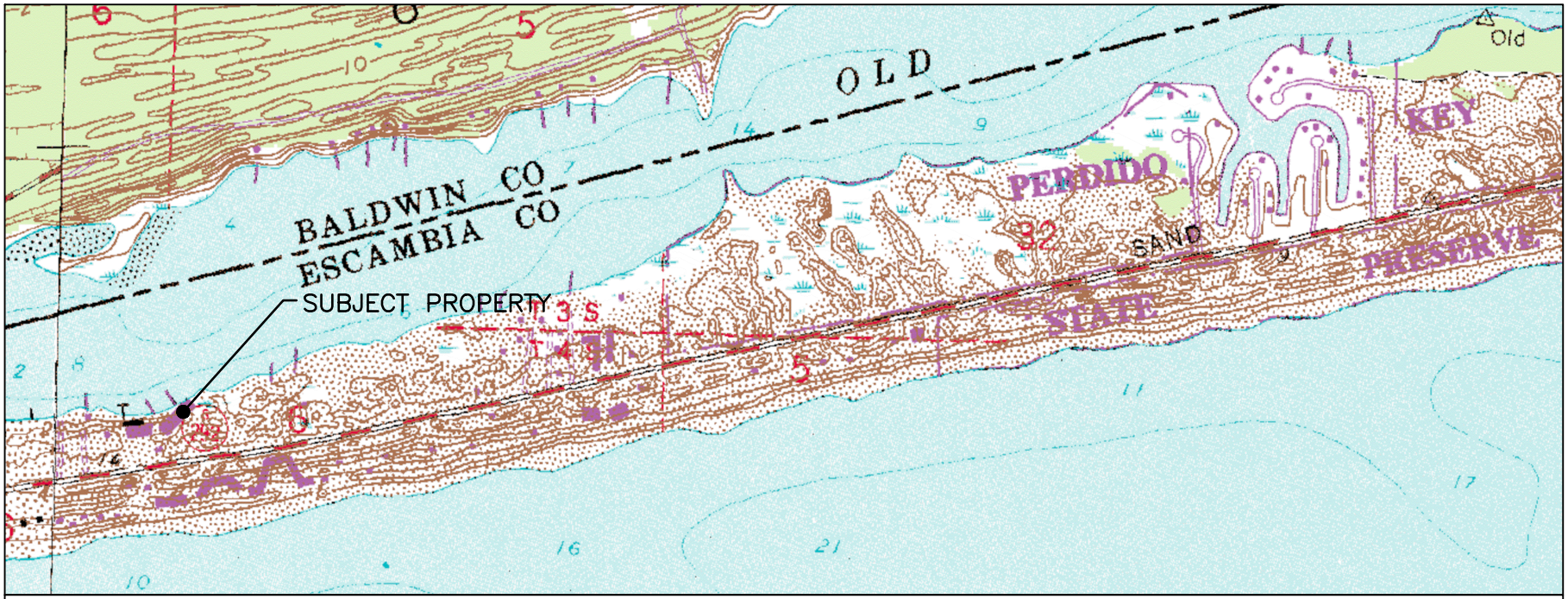
PERSONNEL:
No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:
This agreement will allow for permitting of the requested seawall.

Attachments

Permit Drawings
Release of Claims For Damages, Hold Harmless, and Indemnification Agreement
Letter Regarding Sundown Condominiums, Retaining Wall within MERS



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING WEST ON GARDEN STREET/U.S.-98. TURN LEFT ONTO BARRANCAS AVENUE/FL-292. CONTINUE TO FOLLOW FL-292 FOR APPROXIMATELY 16 MILES. SUBJECT PROPERTY WILL BE LOCATED ON THE RIGHT HAND SIDE OF THE ROAD WITH AN ADDRESS OF 16470 PERDIDO KEY DRIVE/FL-292. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

PARCEL ID#
06-4S-32-2010-000-100
PROPERTY OWNER
SUNDOWN RIVERSIDE CONDOMINIUM ASSOC. INC.
16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507

PROJECT LOCATION

16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507
LAT: 30.286539°
LONG: -87.497564°

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	SITE LOCATION MAP
2	EXISTING SITE CONDITIONS
3	PLAN VIEW DEPICTED ONTO AERIAL
4	PLAN VIEW
5	WALL CROSS-SECTION (TYPICAL)

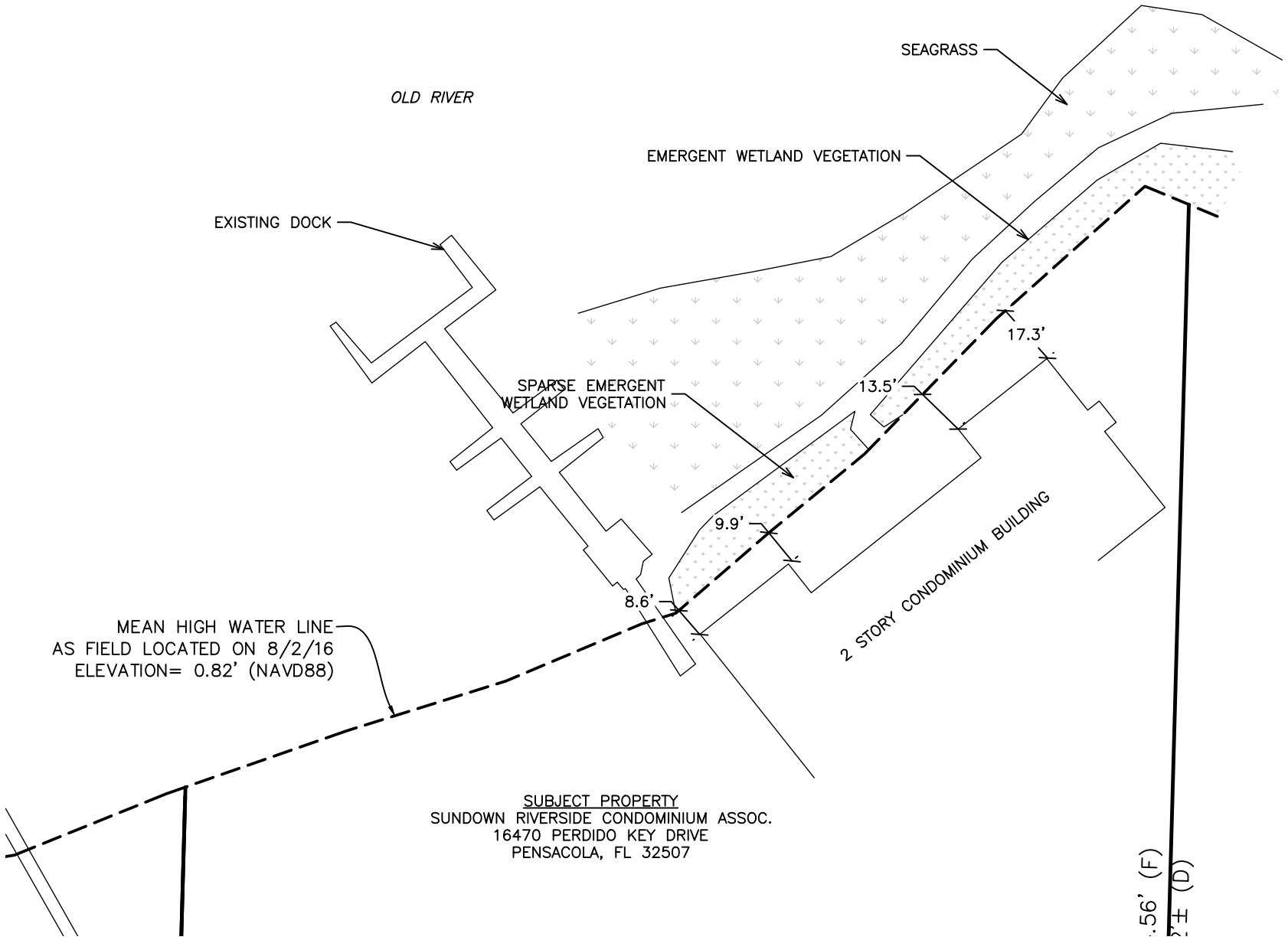
WETLAND SCIENCES INCORPORATED
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: SUNDOWN CONDOMINIUMS	
SITE LOCATION MAP	
PROJECT NO.: 2016-106	
DRAWN BY: JAT	DATE: 8/15/2016
SHEET: 1 OF 5	

N

1200 0 600 1200

(IN FEET)



WETLAND SCIENCES INCORPORATED

ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: SUNDOWN CONDOMINIUMS	
EXISTING SITE CONDITIONS	
PROJECT NO.: 2016-106	
DRAWN BY: JAT	DATE: 8/15/2016
SHEET: 2 OF 5	

N

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(IN FEET)



WETLAND SCIENCES INCORPORATED

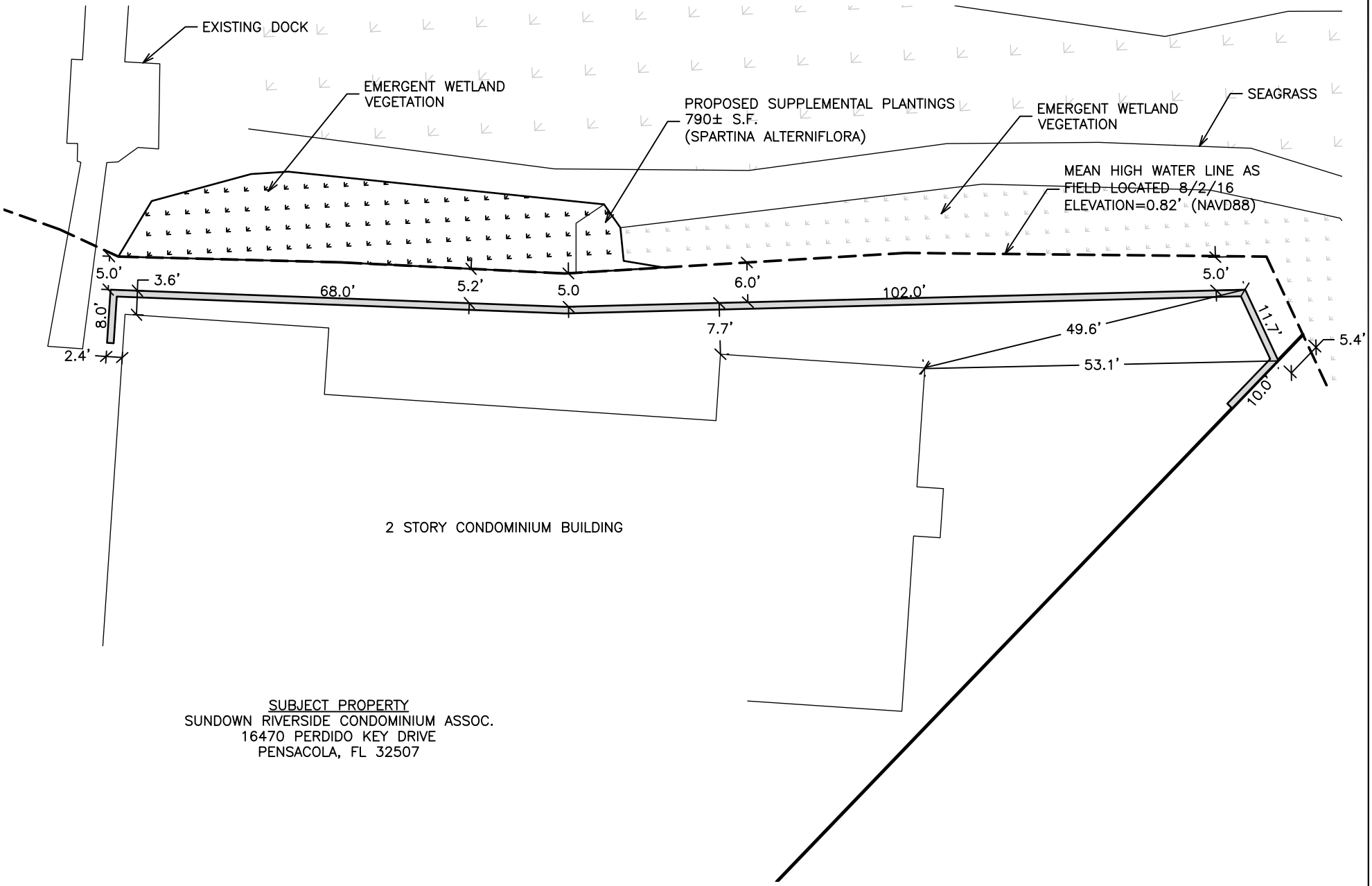
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: SUNDOWN CONDOMINIUMS	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 2016-106	
DRAWN BY: JAT	DATE: 8/15/2016
SHEET: 3 OF 5	

N

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(IN FEET)



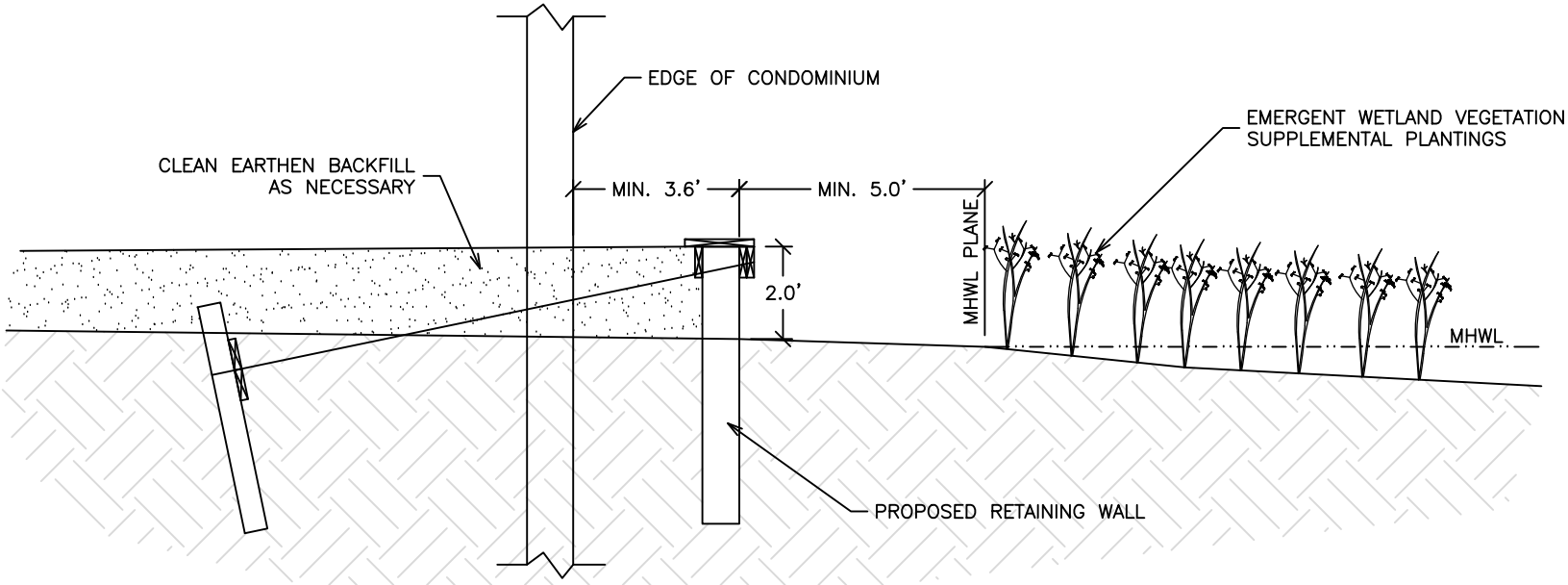
WETLAND SCIENCES INCORPORATED
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: SUNDOWN CONDOMINIUMS	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 2016-106	
DRAWN BY: JAT	DATE: 8/15/2016
SHEET: 4 OF 5	

N

20 0 10 20

(IN FEET)



WETLAND SCIENCES INCORPORATED

ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: SUNDOWN CONDOMINIUMS	
WALL CROSS-SECTION (TYPICAL)	
PROJECT NO.: 2016-106	
DRAWN BY: JAT	DATE: 8/15/2016
SHEET: 5 OF 5	

4 0 2 4
(IN FEET)

This document prepared by:
Clifton L. Beckman, Jr, P.E.
Sundown Riverside Condominium Ass., Inc.
16470 Perdido Key Drive
Pensacola, FL. 32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Corporation)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Sundown Riverside Condominium Ass., Inc. a corporation organized under the laws of the State of Florida, whose mailing address is 16470 Peridido Key Drive, Pensacola, FL. 32507 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]
See Exhibit "1" Attached - Description of Propert

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 13th day of February, 2017.

Witness Dan Ashley
Print Name Dan Ashley

Witness
Print Name Rick Croy

PROPERTY OWNER

Sundown Riverside Condominium Ass., Inc
(name of corporation)

By: Clifton L. Beckman, Jr.
(signature)

Clifton L. Beckman, Jr.
(printed name/title)

Vice President -
Sundown Board of Directors

STATE OF MS
COUNTY OF Jones

The foregoing instrument was acknowledged before me this 13th day of February, 2017, by Clifton L. Beckman, Jr as Vice President (title) of Sundown Riverside Condominium (name of corporation), on behalf of the corporation. He/She (✓) is personally known to me, (_) produced current _____ as identification.

(Notary Seal) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 85954 TANGELA JONES HAWTHORNE Commission Expires June 27, 2019 JONES COUNTY

tj Hawthorne
Signature of Notary Public

Tangela Jones Hawthorne
Printed Name of Notary Public

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By:_____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

Exhibit "1"

"Description of Property"

DESCRIPTION: (OFFICIAL RECORDS BOOK 1432, PAGE 663)
PHASE I
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, T-4-S, R-32-W, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 79°29'00" EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.0' TO A POINT OF TANGENCY;
THENCE N. 79°29'00" E. ALONG SAID STATE ROAD CENTERLINE 1117.76';
THENCE N. 00°02'00" E. FOR 50.86 FEET TO THE NORTH R/W LINE OF SAID STATE ROAD FOR POINT OF BEGINNING;
THENCE N. 79°29'00" E. ALONG SAID NORTH R/W LINE FOR 273.12';
THENCE N. 00°02'00" E. FOR 442' MORE OR LESS TO THE SHORE LINE OF OLD RIVER;
THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE OF OLD RIVER TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF N. 00°02'00" E.;
THENCE S. 00°02'00" W. FOR 320' MORE OR LESS TO POINT OF BEGINNING.
LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, T-4-S, R-32-W, ESCAMBIA COUNTY, FLORIDA;
THENCE GO N. 77°29'00' E. ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02' TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20' AN ARC DISTANCE OF 400' TO A POINT OF TANGENCY;
THENCE N. 79°29'00" E. ALONG SAID STATE ROAD CENTERLINE 1117.76';
THENCE N. 00°02'00" E. FOR 50.86' TO THE NORTH R/W LINE OF SAID STATE ROAD;
THENCE N. 79°29'00" E. ALONG SAID NORTH R/W LINE FOR 31.0' TO POINT OF BEGINNING;
THENCE CONTINUE ALONG SAME COURSE FOR 75.0';
THENCE N. 00°02'00" E. FOR 100.0';
THENCE S. 79°29'00" W. FOR 75.0';
THENCE S. 00°02'00" W. FOR 100.0' TO POINT OF BEGINNING.

DESCRIPTION: (OFFICIAL RECORDS BOOK 1397, PAGE 812)
PHASE III
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, T-4-S, R-32-W, ESCAMBIA COUNTY, FLORIDA;
THENCE GO N. 79°29'00" E. ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02' TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20' FOR AN ARC DISTANCE OF 400.0' TO A POINT OF TANGENCY;
THENCE N. 79°29'00" E. ALONG SAID STATE ROAD CENTERLINE 854.98 FEET;
THENCE N. 00°02'00" E. FOR 50.86' TO THE NORTH R/W LINE OF SAID STATE ROAD FOR POINT OF BEGINNING;
THENCE N. 79°29'00" E. ALONG SAID NORTH R/W LINE FOR 262.78';
THENCE N. 00°02'00" E. FOR 320' MORE OR LESS TO THE SHORE LINE OF OLD RIVER;
THENCE MEANDER WESTERLY ALONG SAID SHORELINE OF OLD RIVER TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF N. 00°02'00" E.;
THENCE S. 00°02'00" W. FOR 334' MORE OR LESS TO POINT OF BEGINNING.

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 19, 2016
Secretary of State
CC1951666464

DOCUMENT# N09000003375

Entity Name: SUNDOWN RIVERSIDE CONDOMINIUM ASSOCIATION, INC.

Current Principal Place of Business:

16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507

Current Mailing Address:

16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507

FEI Number: 26-4659936

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BLANKENSHIP, SUZANNE
139 E. GOVERNMENT ST
PENSACOLA, FL 32502 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MCCORD, BARBARA
Address	725 RURAL ST
City-State-Zip:	RIVER RIDGE LA 70123

Title	VP
Name	BECKMAN, CLIFTON L
Address	1629 HWY 513
City-State-Zip:	QUITMAN MS 39355

Title	SECRETARY
Name	GENE BRADLEY THUSS
Address	16470 PERDIDO KEY DRIVE A32
City-State-Zip:	PENSACOLA FL 32507

Title	TREASURER
Name	SVIRSKY, ANDREW
Address	2316 HOLIDAY DR
City-State-Zip:	NEW ORLEANS LA 70114

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN HORTON — COMMUNITY ASSOCIATION MANAGER — 01/19/2016

Electronic Signature of Signing Officer/Director Detail — Date

SUNDOWN Riverside Condominium Association, Inc.
16470 Perdido Key Drive, Pensacola, FL 32507
Phone: 850-492-1816 Fax: 850-549-3400
Sundown@sundowncondo.com
Website: www.sundowncondo.com

September 23, 2016

Brad Bane
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

Re: Sundown Condominiums, Retaining Wall within MERS
16470 Perdido Key Drive, Pensacola, FL 32507
WSI Project 2016-106

Mr. Bane

As requested, Wetland Sciences, Inc. completed an evaluation of the existing conditions of the shoreline behind Sundown Condominiums located at 16470 Perdido Key Drive, Pensacola, FL. The primary purpose of this assessment is to provide the specific environmental conditions as required by Escambia County Land Development Code. This assessment included an evaluation of the existing shoreline conditions associated with the proposed construction of a wall within the Escambia County MERS setback.

Existing Site Conditions
The project area is located along the shoreline of Old River behind Sundown Condominiums. The area subject to examination included the eastern 300-ft of shoreline (Figure 1). An aerial review of the subject property indicated that the shoreline exists in a natural vegetated state (Figure 2). Upon inspection of the property Wetland Sciences observed large swaths of vegetation die-off of saltmarsh cordgrass (*Spartina alterniflora*) and black needlerush (*Juncus roemarianus*) (Photographs 1-3).

The primary concern of the Sundown Condominium residents is to protect the buildings in the extreme northeast corner of the property from future erosion and rising tides. The services of a professional surveyor were obtained to determine the location of the structure in relation to the mean high water line. The survey shows that the edge of the building is located a minimum of 8.6-feet off of the mean high water line up to 17.42-feet in this corner of the property.



Figure 1. Subject property outlined in red with study area encircled in green.



Figure 2. Close-up of study area. Note extensive vegetation along eastern half of shoreline.



Photograph #1. Existing site conditions of shoreline looking west



Photograph #2. Existing shoreline conditions



Photograph #3. Existing shoreline conditions.

Proposed Activity

Sundown Condominiums are proposing to construct an upland retaining wall 5-feet off of the mean high water line with a maximum exposed height of 2-feet. Supplemental plantings of black needle rush and saltmarsh cordgrass will be installed in areas devoid of the emergent vegetation.

The proposed wall is not anticipated to have an adverse effect on the subject and adjacent properties. The vegetation along the face of the wall will help break up the wave energy refracting off the wall and reduce scour in front of the wall when wave action is present. The low elevation of the wall will allow for overtopping in strong storm events eliminating wave refraction. Finally, the face of the wall will have flank protection at both ends extending past the point of active erosion to limit the vulnerability of adjacent properties.

In support of the request I have included a complete set of permit drawings for your review.

Respectfully,

SUNDOWN CONDOMINIUMS

Clifton L. Lehman, Jr.

Officer of Sundown Condominium Ass., Inc.

Enclosures: As indicated

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 19, 2016
Secretary of State
CC1951666464

DOCUMENT# N09000003375

Entity Name: SUNDOWN RIVERSIDE CONDOMINIUM ASSOCIATION, INC.

Current Principal Place of Business:

16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507

Current Mailing Address:

16470 PERDIDO KEY DRIVE
PENSACOLA, FL 32507

FEI Number: 26-4659936

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BLANKENSHIP, SUZANNE
139 E. GOVERNMENT ST
PENSACOLA, FL 32502 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MCCORD, BARBARA
Address	725 RURAL ST
City-State-Zip:	RIVER RIDGE LA 70123

Title	VP
Name	BECKMAN, CLIFTON L
Address	1629 HWY 513
City-State-Zip:	QUITMAN MS 39355

Title	SECRETARY
Name	GENE BRADLEY THUSS
Address	16470 PERDIDO KEY DRIVE A32
City-State-Zip:	PENSACOLA FL 32507

Title	TREASURER
Name	SVIRSKY, ANDREW
Address	2316 HOLIDAY DR
City-State-Zip:	NEW ORLEANS LA 70114

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN HORTON — COMMUNITY ASSOCIATION MANAGER — 01/19/2016

Electronic Signature of Signing Officer/Director Detail — Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12056 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Donation of Personal Property to the Town of Century
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Personal Property to the Town of Century - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt and authorize the chairman to sign a Resolution Authorizing the conveyance of Personal Property to the Town of Century.

The Town of Century has requested various pieces of office furniture and equipment, that are part of the County's surplus property inventory, for the purpose of replacing furniture and equipment that is damaged or broken down. Basic items requested include various desks, open file cabinets, and a laptop. A detailed list of the items is attached to the Resolution as Exhibit A.

BACKGROUND:

The Town of Century has requested various pieces of office furniture and equipment that are part of the County's surplus property inventory for the purpose of replacing furniture and equipment that is damaged or broken down. Basic items requested include various desks, open file cabinets, and a laptop. A detailed list of the items is attached to the Resolution as Exhibit A.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Board action is in accordance with Sections 274.06 and 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - Conveyance of Personal Property to the Town of Century

---

RESOLUTION NUMBER R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY TO THE TOWN OF CENTURY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §274.06, Florida Statutes, the County is authorized to dispose of property that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function for value to any governmental unit or political subdivision; and

WHEREAS, pursuant to §125.38, Florida Statutes, a municipality may apply to the board of county commissioners for a conveyance of certain personal property that is owned by the county, and upon finding that such property is required for the public or community interest or welfare and is not needed for county purposes, the county is authorized to convey such property for a price, whether nominal or otherwise, as the board may fix, regardless of the actual value of the property; and

WHEREAS, Escambia County ("County") is the owner of certain tangible personal property more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Property"); and

WHEREAS, the Town of Century is a Florida municipal corporation; and

WHEREAS, the Town of Century has requested that the County convey the Property to it to replace damaged office equipment and furnishings in public facilities; and

WHEREAS, the Board of County Commissioners has determined that the Property is obsolete or the continued use is uneconomical or inefficient or, otherwise, serves no useful function for County purposes; and

WHEREAS, the Board of County Commissioners has further determined that such property is required by the Town of Century for the public or community interest or welfare and is not needed for county purposes; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County to convey the Property to the Town of Century under the terms and conditions stated herein.

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

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

Section 2. That the Property identified in **Exhibit A** shall be conveyed by the County to the Town of Century for nominal consideration with all other costs associated with accepting the Property being borne by the Town of Century.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/7/17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY TO THE TOWN OF CENTURY

EXHIBIT A

6-Drawer Desk (Walnut Finish)
Grey Table (approx 6 feet)
Grey 4-Foot Table/Desk
Credenza (Walnut Finish)
6-Drawer Desk (Walnut Finish)
5-Door Lateral Open File (Legal Size)
5-Door Lateral Open File (Legal Size)
5-Door Lateral Open File (Legal Size)
5-Door Lateral Open File (Legal Size)
5-Door Lateral Open File (Legal Size)
Tennsco 2-Drawer Lateral Open File
Tennsco 2-Drawer Lateral Open File
2-Drawer Lateral Open File
2-Drawer Lateral Open File
2-Drawer Lateral Open File
2-Drawer Lateral Open File
2-Drawer Lateral Open File
2-Drawer Lateral Open File
HON 6-Shelf Open File
HON 6-Shelf Open File
HON 6-Shelf Open File
HON 6-Shelf Open File
DELL Latitude 100L Laptop (reformatted to Windows XP sp 3)
6-Drawer Desk (Cherry Finish)
4-Drawer Desk (Walnut Finish)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12034 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Community Redevelopment Agency Meeting Minutes, March 16, 2017
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 16, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 16, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On April 20, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (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.

Attachments

CRAMINUTES_MARCH2017

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
March 16, 2017
9:00 a.m.

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

Present:	Jeffrey Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2 - Vice Chairman
	Lumon May, Commissioner, District 3 - Chairman
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:01 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.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 16, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 16, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

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 eleven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Henry H. and Grace B. Battle, owners of residential property located at 1 Greve Court, Warrington Redevelopment District, each in the amount of $1,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

2. The Agreements between Escambia County CRA and Susan M. Black, owner of residential property located at 107 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,827 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to replace roof;

3. The Agreements between Escambia County CRA and Angela M. Clark, owner of residential property located at 301 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $1,272 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Stella Dean, owner of residential property located at 1034 Old Corry Field

Road, Barrancas Redevelopment District, each in the amount of $4,355 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to replace roof;

5. The Agreements between Escambia County CRA and Patricia H. Gilbert, owner of residential property located at 312 Greve Road, Warrington Redevelopment District, each in the amount of $5,147 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and install new windows;

6. The Agreements between Escambia County CRA and Lois W. Merritt, owner of residential property located at 205 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $3,350 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 Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $5,900 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 storm shutter installation;

8. The Agreements between Escambia County CRA and Joseph and Donna J. Baudendistel, owner of residential property located at 1315 Wisteria Avenue, Barrancas Redevelopment District, each in the amount of $5,800 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows and storm shutter installation;

9. The Agreements between Escambia County CRA and Erik Remo, owner of residential property located at 117 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $2,275 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

10. The Agreements between Escambia County CRA and Erik Remo, owner of residential property located at 119 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,745 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

11. The Agreements between Escambia County CRA and John E. and

Kathleen K. Telhiard, owner of residential property located at 311 Payne Road, Warrington Redevelopment District, each in the amount of $3,510 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of two Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	**Address**	**Amount**
Kimberly R. Cleveland Green	266 North Cary's Lane	$3,324
Shirley J. Hudgins	35 Patton Drive	$5,253

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

Motion made by Commissioner, District 2 - Vice Chairman Doug Underhill, Seconded by Commissioner, District 1 Jeffrey Bergosh

Vote: 5 - 0

3 Recommendation Concerning the Cancellation of Commercial Façade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancelation of the Commercial Façade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following Cancellations of Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure

Grant Program:

Property Owner	Address	Amount
VQK Management, LLC	3015 Mobile Hwy	$10,000

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 - Vice Chairman Doug Underhill

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment. 9:07 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12040 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing seven items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Disposition of Property forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Road Department COST CENTER NO: 210405

Maribelle Van Brussel DATE: 4/6/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle Van Brussel Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	50476	BUSH HOG	1200006		2001	POOR
	50879	FORD	1FTRF17W92NB44805	F-150	2002	POOR
	54219	FORD	1FDXF46P56EB07495	F-150	2006	POOR
	52286	FORD	1FTPX12564NA23820	F-150	2004	POOR
	27354	TRACTOR	C689080	FORD 5610	1982	POOR
	27369	TRACTOR	C689072	FORD 5610	1982	POOR

Disposal Comments: VERY BAD CONDITION..NEEDS TO BE AUCTIONED

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/6/17

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

RCO L. Wilson / Mike Blackmon

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Fleet Maint. COST CENTER NO: _____

Barry S Settles DATE: 11/8/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): B Settles Phone No: 850 - 287-2321

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	54539	SARLO PUSH MOWER	222116	1026P	2005	POOR

Disposal Comments: To be used for parts!

1076.00 COST

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 2/27/17

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): TERRY GRAY

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12039 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Adoption of a Maintenance Map - Salters Lake Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Maintenance Map for Salters Lake Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for Salters Lake Road - approximately 3,490 feet in length (2,090 feet and 1,400 feet), being divided by a CSX Railroad Right-of-Way (100 foot right-of-way), lying east of North Century Boulevard, and being within Sections 7 and 8, Township 5 North, Range 30 West:

A. Adopt a Maintenance Map prepared by SurvTech Solutions, Inc., Project Number 20160144, for Salters Lake Road - approximately 3,490 feet in length (2,090 feet and 1,400 feet), being divided by a CSX Railroad Right-of-Way (100 foot right-of-way), lying east of North Century Boulevard, and being within Sections 7 and 8, Township 5 North, Range 30 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Maintenance Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice chairman to accept the Maintenance Map as of the day of delivery of the Maintenance Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Maintenance Map for recording at that time.

BACKGROUND:

The County has maintained Salters Lake Road – approximately 3,490 feet in length (2,090 feet and 1,400 feet), being divided by a CSX Railroad Right of Way (100' R/W), lying east of North Century Boulevard, and being within Sections 7 and 8, Township 5 North, Range 30 West, as depicted on the accompanying Maintenance Map, Project Number 20160144.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see attached). The statute - Roads Presumed to be Dedicated – contains three key qualifications, any of which may provide public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Maintenance Map numbered 20160144, depicting the extent of county maintenance, was produced under the supervision of the County Engineer. By signing the map, the Road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the map in the Public Records, as described in Florida Statutes, Chapter 95.361.

BUDGETARY IMPACT:

Indirect cost associated with preparation of required documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Specific Purpose Survey has been prepared by SurvTech Solutions, Inc. and certified by Stacy L. Brown, PSM, Florida Registration No. 6516. The County Attorney's Office has stated that because the map is a technical document rather than a legal document, it does not require legal sign off.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's policy of doing no public maintenance on private property and Florida Statutes, Chapter 95.361.

IMPLEMENTATION/COORDINATION:

The Road Operations Division of the Public Works Department retains maintenance documents, and has reviewed and approved the Maintenance Map.

Attachments

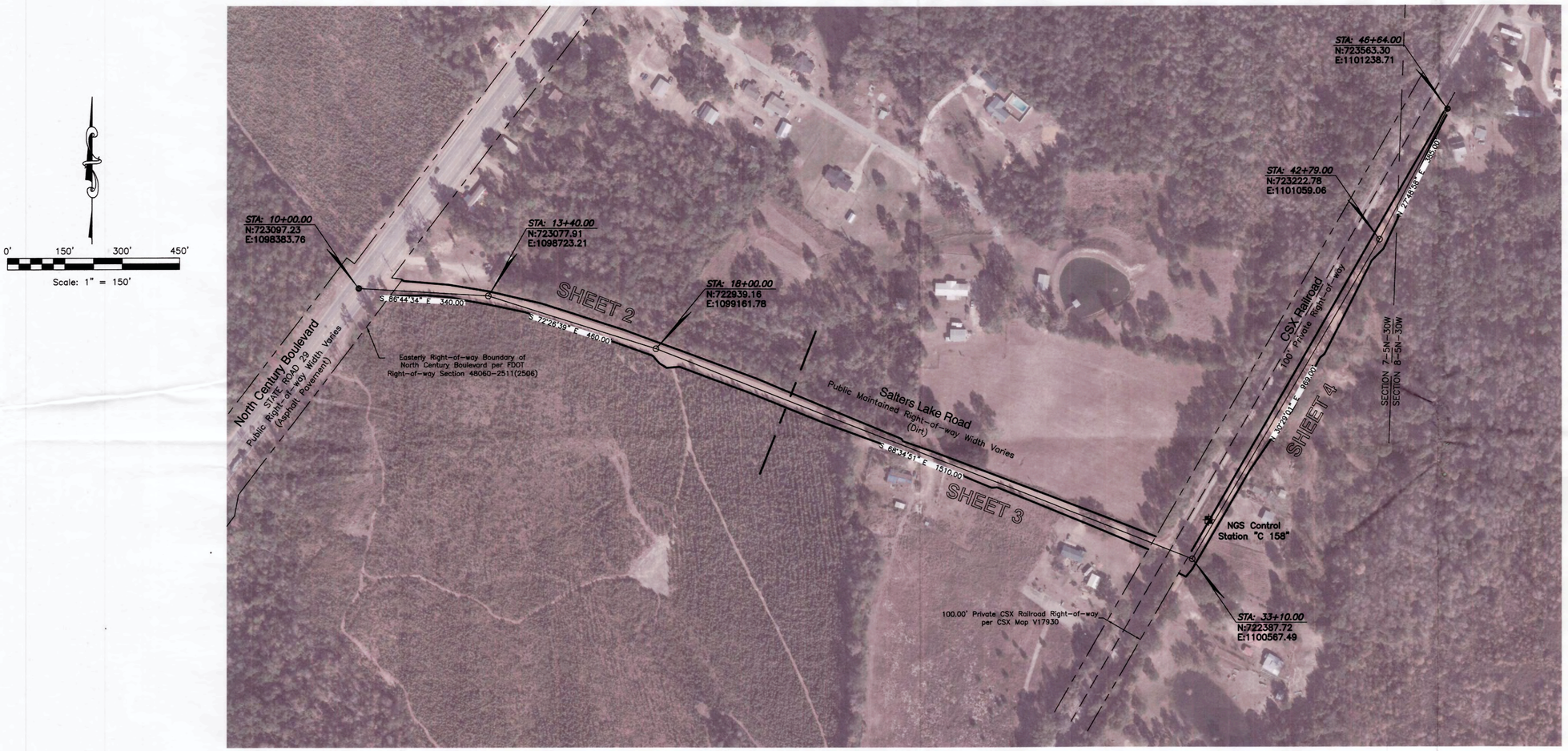
Maintenance Map
Maintenance Statute
Exhibit

ROAD MAINTENANCE MAP BOOK _____ PAGE _____

Specific Purpose Survey
Salters Lake Road Maintained Right-of-way
Sections 7 & 8, Township 5 North, Range 30 West
Escambia County, Florida

Legend & Abbreviations

P.S.M.	Professional Surveyor and Mapper	○	Set 5/8" Capped Iron Rod "L.B. #7340"
L.B.	Licensed Business	⊙	Set P.K. Nail & Disk "L.B. #7340"
⊕	Control Station		
NGS	National Geodetic Survey		



0' 150' 300' 450'

Scale: 1" = 150'

ESCAMBIA COUNTY PUBLIC WORKS BUREAU:

In accordance with Section 95.361(2), Florida Statutes, Escambia County has regularly maintained or repaired for the immediate past seven (7) years the area designated hereon as "Existing County Maintenance".

3/23/17
Date

Arthur Mead
Escambia County Public Works Bureau
Roads Division
Construction Maintenance
Program Manager

NOTARY PUBLIC:

State of Florida, County of Escambia
The foregoing certification was acknowledged before me this 23rd day of March, 2017, by Arthur Mead, program manager for Escambia County Public Works Bureau – Road Division, who made the certification under oath after first being duly sworn.
He is (X) personally known to me,
Or (___) has produced current _____ as identification.

Commision Number: FF110637
Commision Expires: April 7, 2018

Notary Public

Stacey S. Ward
Print Name

STACEY S. WARD
Notary Public - State of Florida
Commission #FF110637
My Commission Expires
April 7, 2018

BOARD OF COUNTY COMMISSIONERS:

The property depicted as existing county maintenance on sheets 2, 3 and 4 have been vested in the Escambia County Board of County Commissioners pursuant to the provisions of Sections 95.361, Florida Statutes.

In witness whereof, Escambia County, Florida has caused these present to be executed in its name by its Board of County Commissioners, acting as Chair of the Board.

Escambia County, Florida, by and through its duly authorized Board of County Commissioners.

Commissioner Doug Underhill, Chairman

Attest: Pam Childers, Clerk of the Circuit Court

Deputy Clerk

CLERK OF THE CIRCUIT COURT:

Filed for record in the Office of the Clerk of the Court for the County of Escambia, State of Florida, in Road Maintenance Map Book_____, Page(s)_____ on the _____ day of _____, 2017.

Pam Childers,
Clerk of the Circuit Court, Escambia County, Florida

Surveyor's Notes

1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2.) The bearing structure for this survey is based on a NAD 1983 Florida State Plane North Zone, bearing of S 86°44'34" E for the Salters Lake Road Baseline depicted hereon.
3.) The horizontal datum utilized for this project is NAD 1983 Florida North Zone, 2011 Adjustment, U.S. Survey Feet. The control utilized to establish said datum was "C 158" being NGS (National Geodetic Survey) Horizontal Control Station.
4.) Improvements have not been located as a part of this project.
5.) Aerial depicted hereon has a flight date of November 2016.
6.) THIS IS NOT A BOUNDARY SURVEY.
7.) The maintained Right-of-way depicted hereon was identified by Arthur Mead of the Escambia County Road Department on November 15, 2016.

Stacy L. Brown P.S.M. No. 6516
SurvTech Solutions, Inc. L.B. No. 7340

REVISION		DATE	INITIALS
1	Revised certification blocks	3/03/17	T.M.

Project Name: Salters Lake Road Maintained Right-of-way — *Project No.: 20160144*
Address: Salters Lake Road & North Century Boulevard — *City: Century* — *State: Florida*

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

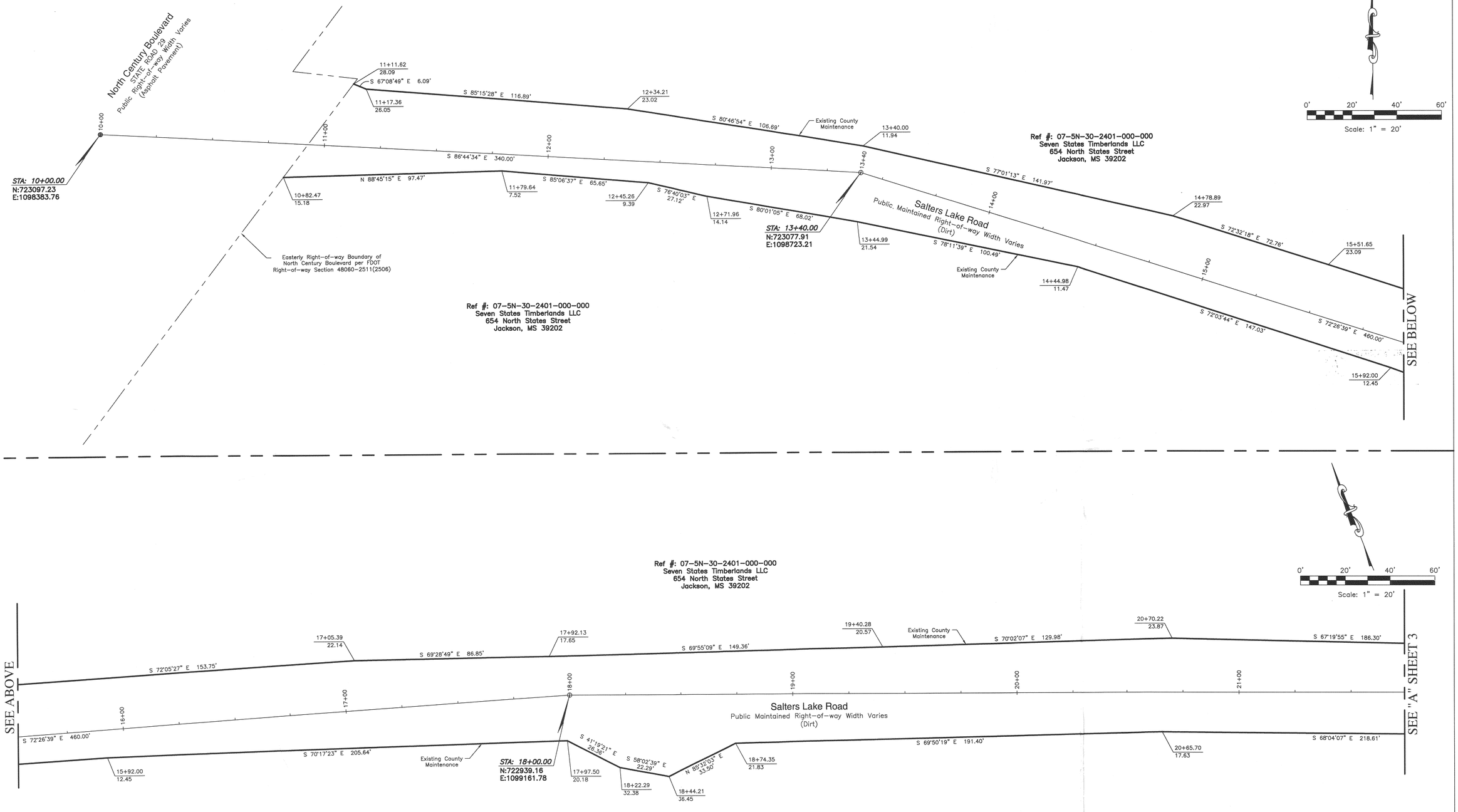
Drafted By: T. McClintic — *Drawing Name: 20160144_1RW*
Date Drafted: 02/03/17 — *Phase: 1*
Approved By: S. Brown — *Field Date: 11/15/16*
Date Approved: 02/10/17 — *Field Book/Page: 16-21/37*

SURVTECH SOLUTIONS, INC.
10220 U.S. Highway 92 East
Tampa, FL 33610
phone: (813)-621-4929
fax: (813)-621-7194
Licensed Business #7340
email: sbrown@survtechsolutions.com
http://www.survtechsolutions.com

Date Plotted: 3/3/2017 12:27:39 PM By: Tim McClintic

Maintenance Detail Sheet

ROAD MAINTENANCE MAP BOOK _____ PAGE _____



Specific Purpose Survey

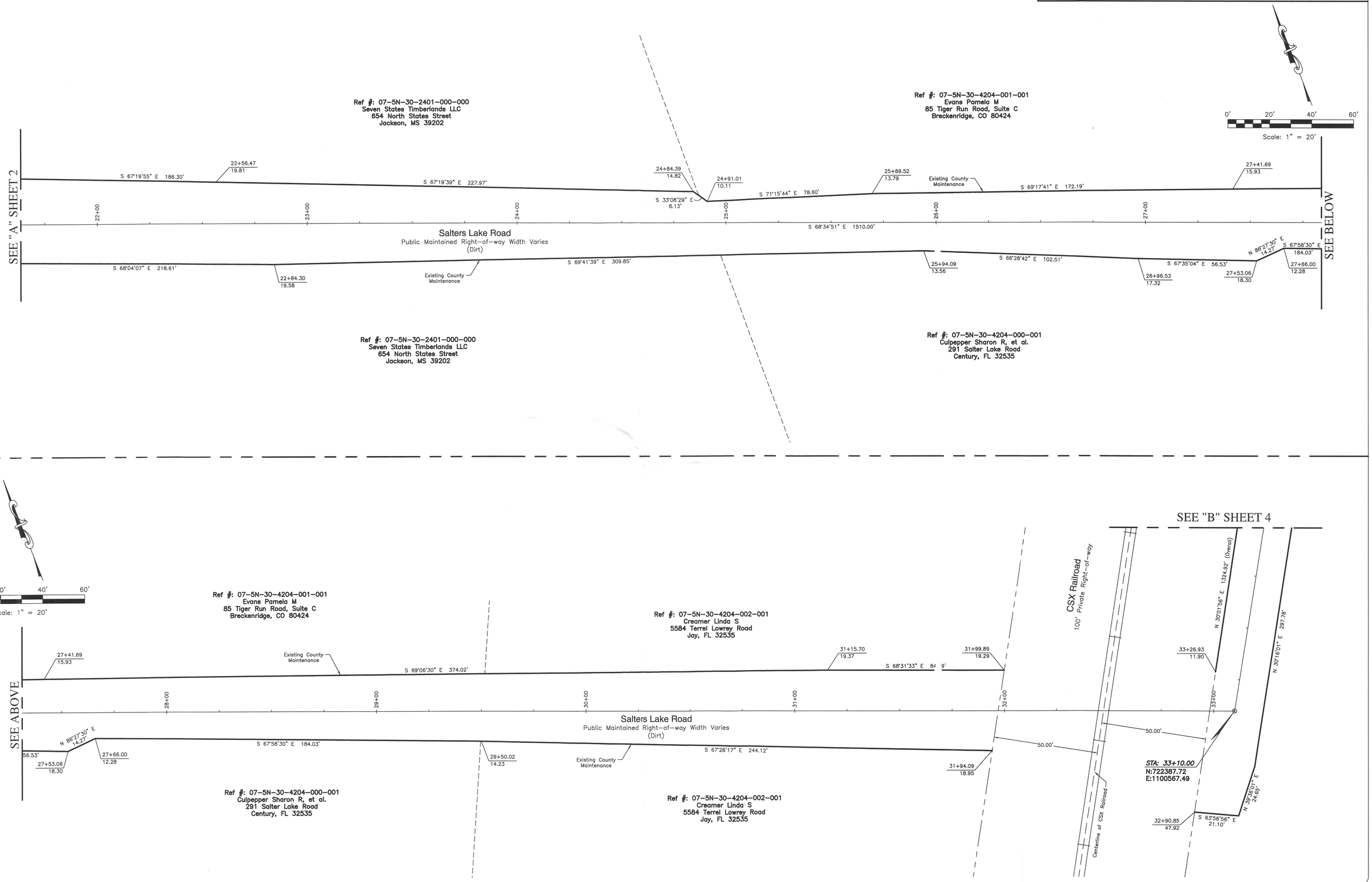
Salters Lake Road Maintained Right-of-way

SurvTech Solutions, Inc.
10220 U.S. Highway 92 East
Tampa, FL 33610
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phone: (813)-621-4929
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http://www.survtechsolutions.com

Drawing Name: 20160144_1RW

Maintenance Detail Sheet

ROAD MAINTENANCE MAP BOOK _____ PAGE _____



Specific Purpose Survey

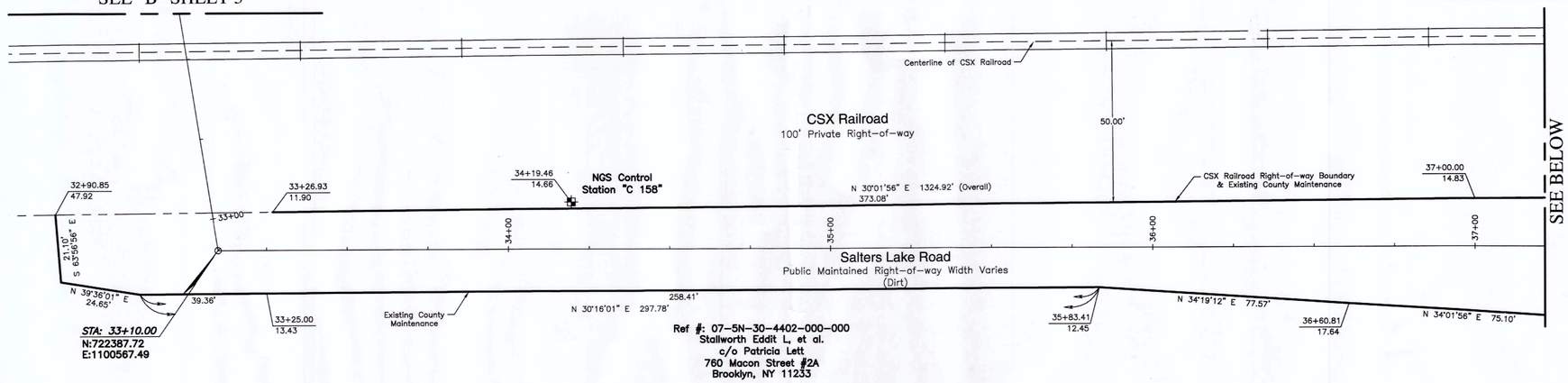
Salters Lake Road Maintained Right-of-way

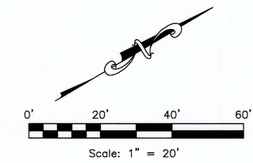
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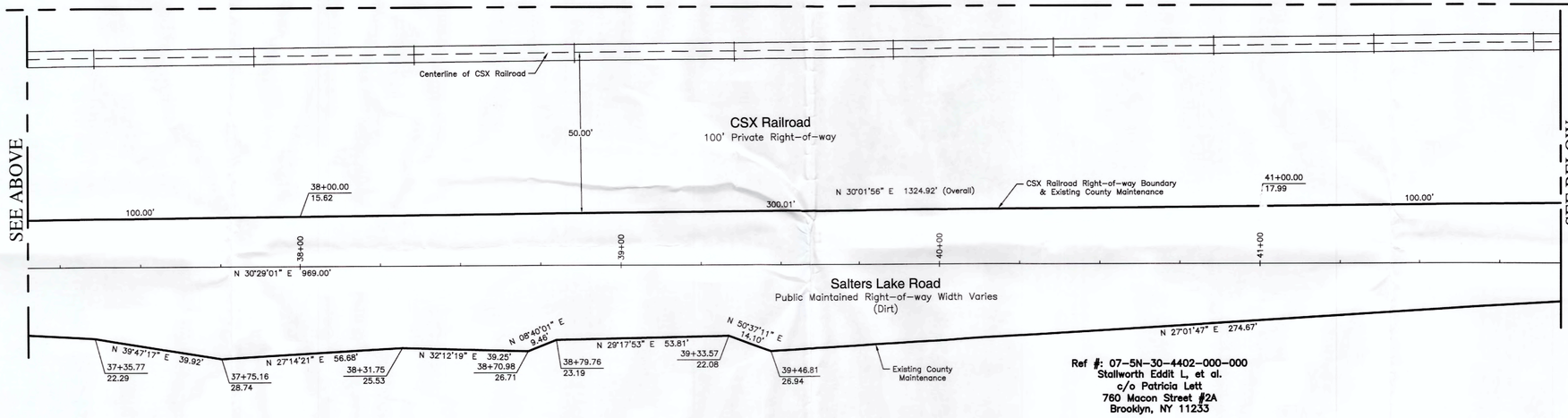
Maintenance Detail Sheet

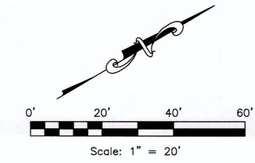
ROAD MAINTENANCE MAP BOOK _____ PAGE _____

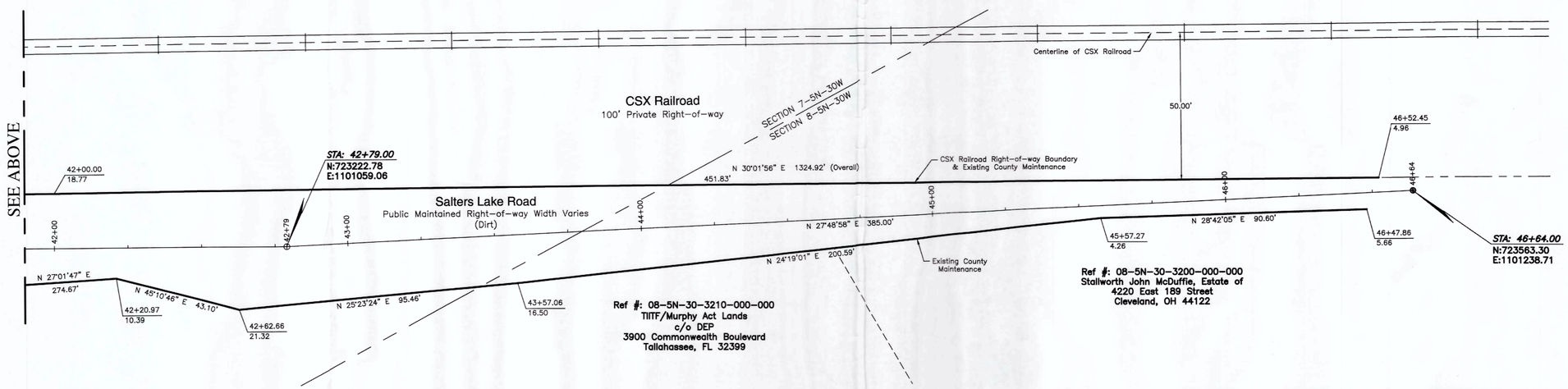
SEE "B" SHEET 3

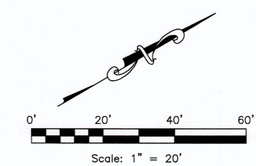












Specific Purpose Survey

Salters Lake Road Maintained Right-of-way

SURVTECH SOLUTIONS, INC.
10220 U.S. Highway 92 East
Tampa, FL 33610
Licensed Business #7340
phone: (813)-621-4929
fax: (813)-621-7194
email: sbrown@survtechsolutions.com
http://www.survtechsolutions.com

95.361 Roads presumed to be dedicated.--

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

(a) The county, if it is a county road;

(b) The municipality, if it is a municipal street or road; or

(c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

(a) The county, if it is a county road;

(b) The municipality, if it is a municipal street or road; or

(c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

(a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;

(b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or

(c) The mayor and clerk of the municipality, if the road is a municipal road or street,

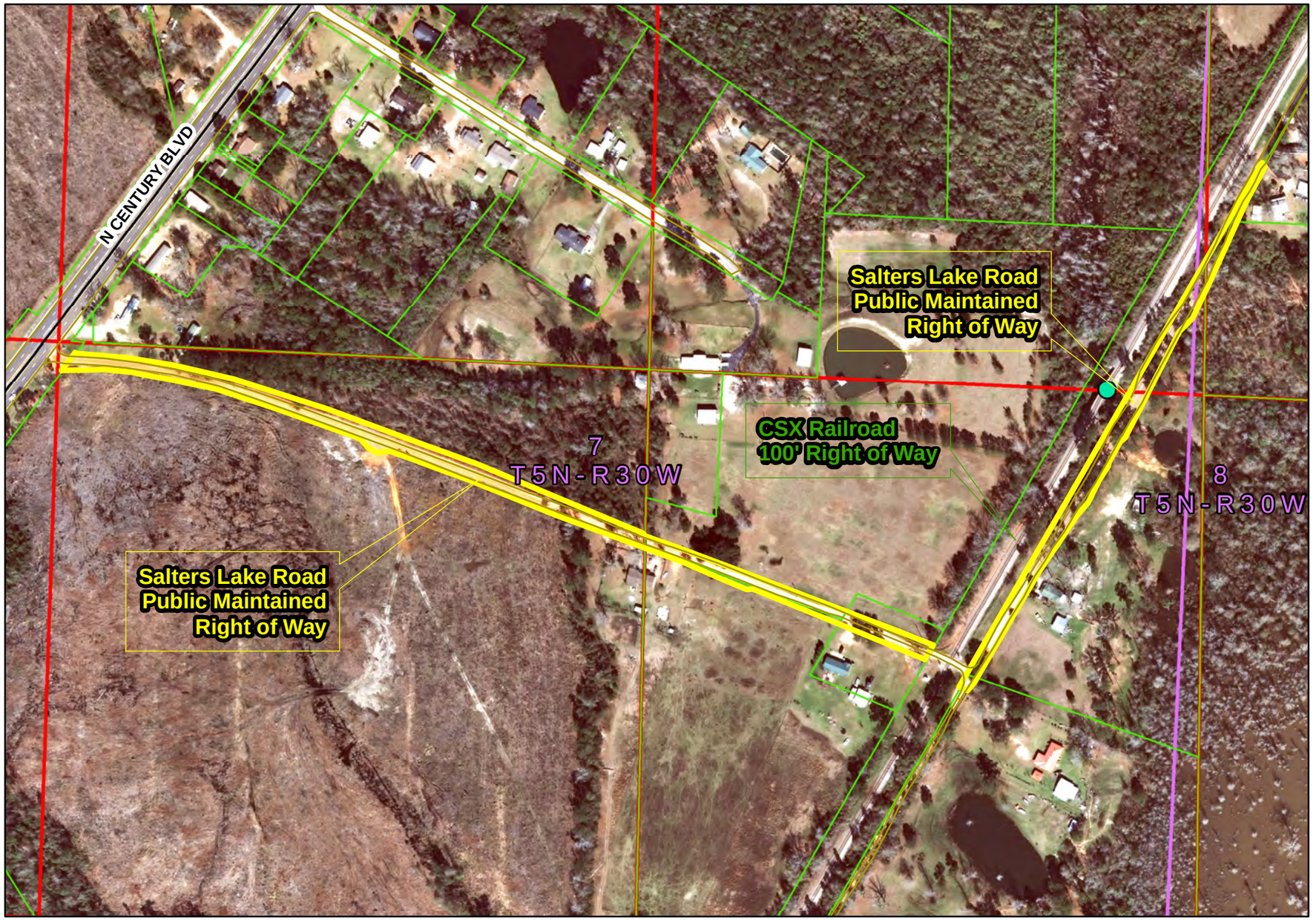
shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.--s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.--Former s. 337.31.



ESCAMBIA COUNTY FLORIDA

Exhibit

Title: Maintenance Claim Map
for Salters Lake Road
Date of Exhibit: March 18, 2017
Horizontal Datum: NAD83 (2011)
Projection: Florida North
Coordinate Type: Grid
Vertical Datum: N/A
Created By: Danny R. Swain

N

This is a Draft Plot
For Visual Representation Only

0 80 160 320 480 640
Feet

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11922 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Conveyance of a Temporary Construction Easement and a Portion of County-Owned Right of Way to the Florida Department of Transportation
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Temporary Construction Easement and Portion of County-Owned Right-of-Way to the Florida Department of Transportation for the Signal and Intersection Improvements to State Road 10A (U.S. 90/Mobile Highway) at County Road (CR) 99 (Beulah Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Temporary Construction Easement to the State of Florida Department of Transportation (FDOT) and County Deed between Escambia County and FDOT, for their planned improvement project at the intersection of State Road (SR) 10A (U.S. 90/Mobile Highway) at County Road (CR) 99 (Beulah Road):

A. Adopt the Resolution authorizing the temporary use by FDOT of certain lands now owned by Escambia County for FDOT's planned improvement project to construct or improve SR 10A (U.S. 90/Mobile Highway), Financial Project No. 4367241, in Escambia County, Florida;

B. Approve the Temporary Easement by and between Escambia County and FDOT;

C. Adopt the Resolution for the conveyance of a portion of County-owned right-of-way to FDOT (approximately 814 square feet) for their planned improvement project for the portion of SR 10A (U.S. 90/Mobile Highway) at CR 99 (Beulah Road);

D. Approve the County Deed authorizing the conveyance of land to FDOT; and

E. Authorize the Chairman or Vice Chairman to execute the Easement, Resolutions, Deed, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

All costs associated with accepting and recording of documents will be borne by FDOT.

BACKGROUND:

FDOT is planning a signal and intersection improvement project located at SR 10A (US 90/Mobile Highway) at CR 99 (Beulah Road) intersection. The improvements will include a traffic signal and the addition of new turn lanes. The requested right of way will be used for signal pole placement. The Temporary Construction Easement area will be used to tie in the existing roadway with the new turn lanes at the intersection. The requested Temporary Construction Easement will expire upon completion of the roadway project.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Temporary Construction Easement, Resolutions, and County Deed were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution - 700.1
temporary easement
Resolution - 105.1
deed
drawing

TE.12a-11/00

July 6, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Parcel	700.1
Item/Segment No.	4367241
Managing District	3
S.R. No.	10A (US 90)
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10A (US 90), Financial Project No. 4367241, in Escambia County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Escambia County be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has requested that said County grant the State of Florida Department of Transportation permission to construct the project according to current construction plans, and said request has been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the request of the State of Florida Department of Transportation to construct the project according to current construction plans is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Chipley, Florida.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date Apr. 13, 2017

08-TE.11-11/00

July 6, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Ron Gibson

Parcel	700.1
Item/Segment No.	4367241
Managing District	3
S.R. No.	10A (US 90)
County	Escambia

TEMPORARY EASEMENT

THIS EASEMENT made this ___ day of _____, 20__, by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains, and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans, in, upon, over and through the following described land in Escambia County, Florida, described as follows, viz:

All the rights and interest of Escambia County, Florida, in and to the existing right of way of dedicated and used State Road 10A (U.S. 90), and the existing right of way of portions of dedicated or maintained County Road 99 (Beulah Road), being in Sections 17 & 18, Township 1 South, Range 31 West, and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4367241, State Road 10A(U.S. 90), as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of March, 2022.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017

BSD.ESC 11/00

October 25, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Parcel	105.1
Item/Segment No.	4367241
Managing District	3
S.R. No.	10A (US 90)
County	Escambia

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10A, Financial Project No. 4367241, in Escambia County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Escambia County be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the state of Florida Department of Transportation the attached deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Escambia County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be $__N/A__.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017

03-BSD.03-11/00

October 25, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Ron Gibson

Parcel	105.1
Item/Segment No.	4367241
Managing District	3
S.R. No.	10A (US 90)
County	Escambia

COUNTY DEED

THIS DEED, made this ___ day of _____, 20__, by ESCAMBIA COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

All the rights and interest of Escambia County, Florida, in and to the existing right of way of dedicated and used State Road 10A (U.S. 90), and the existing right of way of portions of dedicated or maintained County Road 99 (Beulah Road), being in Section 17, Township 1 South, Range 31 West, and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4367241, State Road 10A(U.S. 90), as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017

03-BSD.03-11/00

October 25, 2016

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P.O. Box 607
Chipley, FL 32428

Legal description approved by,
Ron Gibson

Parcel	105.1
Item/Segment No.	4367241
Managing District	3
S.R. No.	10A (US 90)
County	Escambia

COUNTY DEED

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All the rights and interest of Escambia County, Florida, in and to the existing right of way of dedicated and used State Road 10A (U.S. 90), and the existing right of way of portions of dedicated or maintained County Road 99 (Beulah Road), being in Section 17, Township 1 South, Range 31 West, and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4367241, State Road 10A(U.S. 90), as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

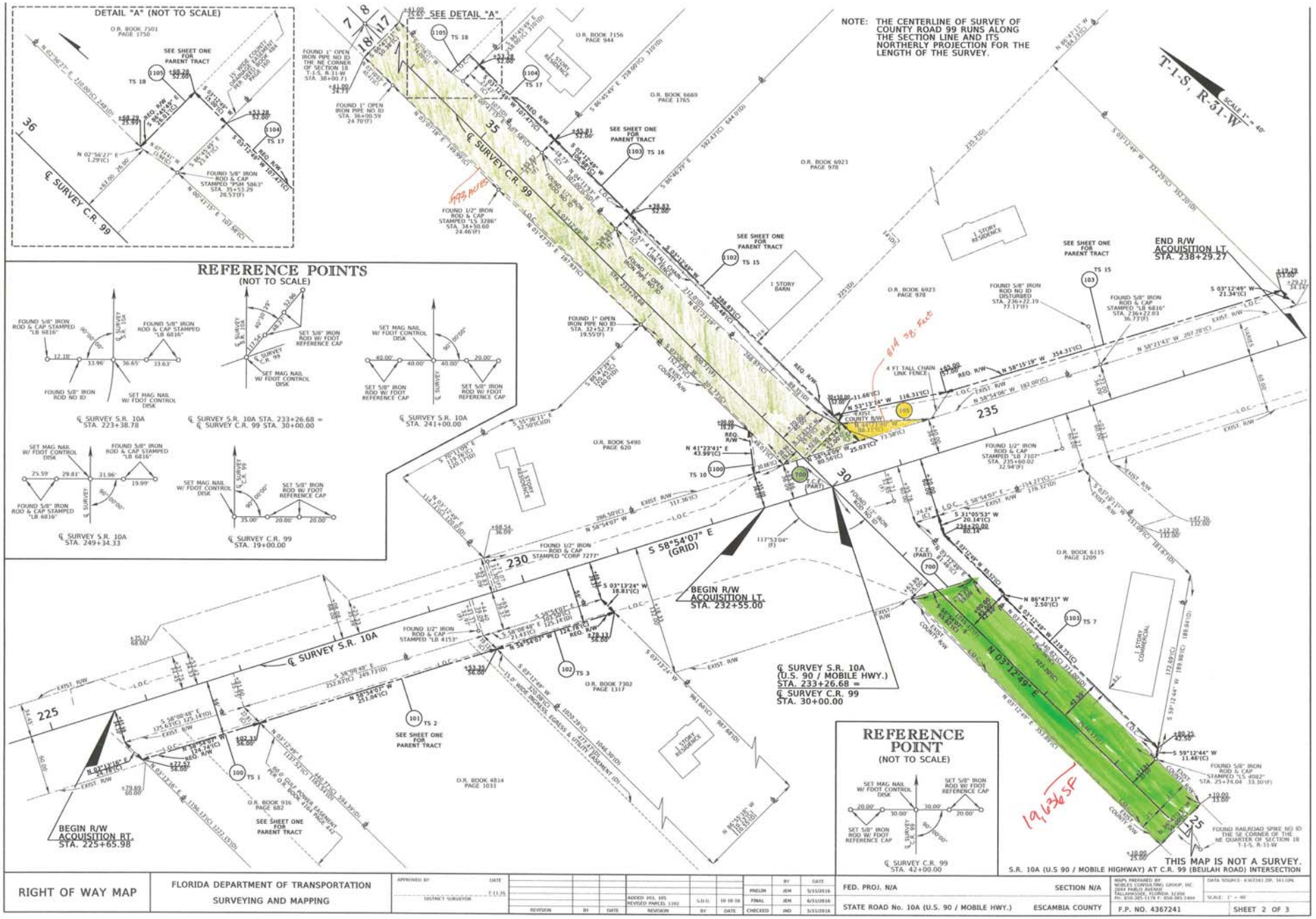
_____
D. B. Underhill, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 5, 2017



RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY: _____ DATE: _____
DISTRICT SURVEYOR

REVISION	BY	DATE
ADDED 103, 105 REVISED PARCEL 1102	S.D.O.	10-10-16

	BY	DATE
PRELIM	JEM	5/31/2016
FINAL	JEM	6/31/2016
CHECKED	JND	5/31/2016

FED. PROJ. N/A
SECTION N/A
STATE ROAD No. 10A (U.S. 90 / MOBILE HWY.)
ESCAMBIA COUNTY
F.P. NO. 4367241
SHEET 2 OF 3

MAPS PREPARED BY:
NOBLES CONSULTING GROUP, INC.
2041 PABLO AVENUE
TALLAHASSEE, FLORIDA 32308
PH: 850-385-1179 F: 850-385-1464

DATA SOURCE: 4367241.DP, 14.GPK
SCALE: 1" = 40'

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12055 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Alternative Corridor Evaluation Report - Beulah Expressway / US 29 Connector
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transmittal of the Alternative Corridor Evaluation Report to the Florida Department of Transportation for the Beulah Expressway (U.S. 29 Connector) Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County Administrator, or designee, to transmit the Alternative Corridor Evaluation (ACE) Report to the Florida Department of Transportation (FDOT) for the Beulah Expressway (U.S.29 Connector) Project.

[Funding source: Funds have been encumbered in a Purchase Order to Atkins Global, Inc., in Fund 352 - Local Option Sales Tax III - for the ACE Study; no additional funds are needed for this action]

BACKGROUND:

In the past, population growth in Escambia County was forecasted to occur primarily in the southwest portion of the county in the vicinity of densely populated portions of Pensacola, west of the Pensacola Naval Air Station and on Perdido Key. However, due to several factors, revisions to the 2025 Escambia County future land use map reallocate much of the projected future growth to the central and north-central parts of the county. The Mid-West Escambia County Optional Sector Plan was developed in an effort to plan for that growth, consistent with county growth management policies. It was incorporated into the Escambia County Comprehensive Plan (adopted September 15, 2011 and approved November 4, 2011) through the 2010 Evaluation and Appraisal Report.

The Mid-West Escambia County Optional Sector Plan allows a total maximum development of 23,000 residential dwelling units and 12,175,000 sq. ft. of non-residential development. The conceptual layout of future development in the Optional Sector Plan will need to be supported by a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail centers. The proposed hierarchical

transportation system would be anchored by a new I-10 interchange in the vicinity of Beulah Road and a new arterial roadway that connects I-10 to US 29 (SR 95).

The Florida Department of Transportation is currently preparing an Interchange Justification Report (IJR) for the proposed I-10 interchange. Escambia County is initiating an Alternative Corridor Evaluation study for the proposed high-speed facility that would connect US 90A (SR 10/ W. Nine Mile Road) with US 29 (SR 95) in mid-west Escambia County.

ACE, a National Environmental Policy Act (NEPA) requirement, is conducted for various transportation project types regardless of mode (e.g. new alignments, major realignments, major bypasses, etc.).

The ACE process is a consistent, coordinated, and documented method for corridor identification and evaluation. The ACE report summarizes the refinements made in considerations of the Environmental Technical Advisory Team (ETAT), public involvement commentary, project purpose and need, analytical methodology and evaluation criteria. The purpose of the ACE process is to document the analysis performed to identify reasonable alternative corridors to carry forward into Phase II of the PD&E Study.

The ACE Report presents the results of the ACE analysis and recommends the alternative corridors (7 proposed) that should be carried forward into Phase II of the PD&E Study. Consequently, it also identifies eliminated alternative corridors not meeting the established criteria and thresholds.

Once the ACE Report is approved by FHWA, the County will begin the Project Development & Environment (PD&E) Study for the entire project (Environmental Assessment (EA) for South Segment [9 Mile Road to I-10]) and Environmental Impact Statement (EIS) for the North Segment (I-10 to US 29). Concurrently, FDOT will continue its progress on the IJR and will submit for FHWA approval at such time the EA is completed and ready for FHWA submittal. Also attached for review is an updated project timeline.

BUDGETARY IMPACT:

Funds have been encumbered in a Purchase Order to Atkins Global, Inc. in Fund 352 - Local Option Sales Tax III - for the ACE Study; no additional funds are needed for this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Works staff will coordinate with FDOT staff on formal transmittal of the ACE Report.

Attachments

ACE Report
ACE Report - Appendices
ACE Corridors 1 - 7
Updated Project Timeline - March 2017

ALTERNATIVE CORRIDOR EVALUATION REPORT

BEULAH BELTWAY

From US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

FAP: None Assigned
FPID No.: None Assigned
ETDM No.: 14059
Escambia County, Florida

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The proposed Beulah Beltway project would provide a new high-speed, four-lane divided arterial highway that would connect US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95. The proposed improvements would widen Beulah Road to four lanes, provide a new interchange with I-10, and phase construct a four-lane limited or controlled access facility on mostly new alignment from I-10 to US 29/SR 95. In addition, space for a multi-use trail and stormwater treatment facilities will be provided.

Prepared for:

December 2016

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C	*Listed Species Evaluation*
D	*Agency Comments*
E	*Public Meetings Documentation*

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Acronym	Definition
AASHTO	American Association of State Highway Transportation Officials
AADT	Annual Average Daily Traffic
ACE	Alternative Corridor Evaluation
ACS	American Community Survey
AN	Advance Notification
BRT	Bus Rapid Transit
CFR	Code of Federal Regulations
CHAZIMS	Compliance & Enforcement Tracking for Hazardous Waste Facilities Integrated Management System
Chl-a	Chlorophyll-a
CMP	County Milepost
COA	Escambia County Comprehensive Plan Coastal Management Element Policy
CR	County Road
DFIRM	Digital Flood Insurance Rate Maps
DHW	Design High Water
DSAP	Detailed Specific Area Plan
EAR	Evaluation and Appraisal Report
EFH	Essential Fish Habitat
EST	Environmental Screening Tool
ETAT	Environmental Technical Advisory Team
ETDM	Efficient Transportation Decision Making
FATPO	Florida Alamba Transportation Planning Organization
FDEM	Florida Division of Emergency Management
FDEO	Florida Department of Economic Opportunity

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Acronym	Definition
FDEP	Florida Department of Environmental Protection
FDH	Florida Department of Health
FDOS	Florida Department of State
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FFWCC	Florida Fish and Wildlife Conservation Commission
FGDL	Florida Geographic Data Library
FHWA	Federal Highway Administration
FLEO	Florida Natural Resources Inventory Elemental Occurrence
FLUCFCS	Florida Land Use, Cover and Forms Classification System
FMSF	Florida Master Site File
FNAI	Florida Natural Areas Inventory
GIS	Geographic Information System
LDC	Land Development Code
LOS	Level of Service
LRTP	Long Range Transportation Plan
LSM	Land Suitability Mapping
MAP-21	Moving Ahead for Progress in the 21st Century
MM	Methodology Memorandum
MOU	Memorandum of Understanding
NAS	Naval Air Station
NEPA	National Environmental Policy Act
NHD	National Hydrography Dataset
NMFS	National Marine Fisheries Service

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Acronym	Definition
NPL	National Priorities List
NRCS	Natural Resource Conservation Service
NRHP	National Register of Historic Places
NWFRPM	Northwest Florida Regional Planning Model
NWFTCA	Northwest Florida Transportation Corridor Authority
NWFWMD	Northwest Florida Water Management District
OEM	Office of Environmental Management
OFW	Outstanding Florida Waters
PD&E	Project Development and Environment
PEL	Planning and Environmental Linkages
PPM	Plans Preparation Manual
PRPs	Potentially Responsible Party
RCRA	Resource Conservation and Recovery Act
RTC	Regional Town Center
SAG	Stakeholder Advisory Group
SHPO	State Historic Preservation Officer
SIS	Strategic Intermodal System
SWIM	Surface Water Improvement and Management
TIP	Transportation Improvement Program
TMDL	Total Maximum Daily Load
TPO	Transportation Planning Organization
TRANSTAT	Transportation Statistics Office
TRI	Toxic Release Inventory
US	United States

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Acronym	Definition
USACE	*United States Army Corps of Engineers*
USCG	*United States Coast Guard*
USEPA	*United States Environmental Protection Agency*
USFWS	*United States Fish and Wildlife Service*
USGS	*United States Geological Survey*
VMT	*Vehicle Miles Traveled*
VOCs	*Volatile Organic Compounds*
VPI	*Vertical Point of Intersection*
VT	*Vehicle Trips*
WBID	*Waterbody Identification*

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1. Introduction

1.1 Alternative Corridor Evaluation Process

Escambia County, in coordination with the Florida Department of Transportation (FDOT), District Three, and the FDOT Office of Environmental Management (OEM), initiated the FDOT's Alternative Corridor Evaluation (ACE) process for the Beulah Beltway project as part of Efficient Transportation Decision Making (ETDM) No. 14059. The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the FDOT pursuant to 23 U.S.C. §327 and a Memorandum of Understanding (MOU) dated December 14, 2016 and executed by the Federal Highway Administration (FHWA) and FDOT. The ACE process is a procedure developed by the FDOT to document corridor planning activities for reference or inclusion in future National Environmental Policy Act (NEPA) documents in accordance with the Planning and Environment Linkages (PEL) initiative described under 23 Code of Federal Regulations (CFR 450) Appendix A and the Moving Ahead for Progress in the 21st Century (MAP-21), Section 1310. These regulations require that the lead Federal agency, with concurrence from the cooperating and participating agencies and given an opportunity for public review, comment and consideration of public comments, confirm that the adoption and use of planning products are in compliance with these regulations.

During FDOT's ACE process, a Methodology Memorandum (MM) describing the criteria by which alternatives corridors would be evaluated and refined was submitted into the ETDM Programming Screen, for review by the Environmental Technical Advisory Team (ETAT), and approval by FHWA (refer to ***Appendix A*** *for a copy of the approved MM).*

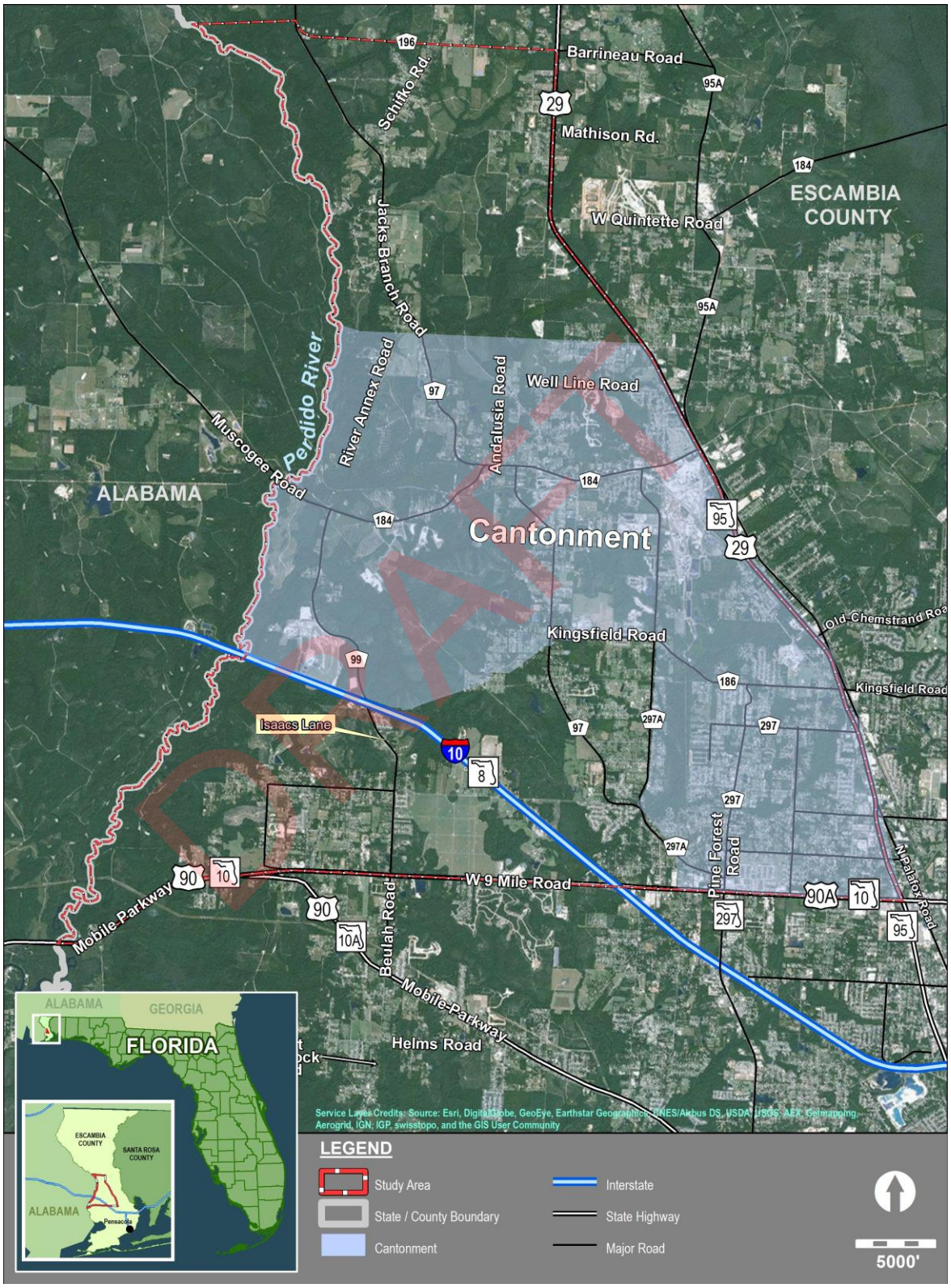
This ACE Report provides the documentation by which OEM, as the lead agency, can make a determination that the development and recommendation of alternatives is compliant with the policies cited above. This document summarizes the purpose and need for the project, development of the alternative corridors, determination of each alternative's involvement with environmental resources, application of the evaluation methodology, elimination of alternative corridors that do not meet the established criteria and thresholds, and recommendations regarding the most favorable corridor(s) for the Project Development and Environment (PD&E) studies to follow.

1.2 Background

*The proposed project is located in west central Escambia County in an area that is predominantly rural with urban land uses in the unincorporated community of Cantonment, primarily near the southeastern part of the study area (****Figure 1-1****). The project has been identified in several planning documents (discussed in Section 2.0), all of which show a corridor connecting three major highways [US 90A/SR 10A (W. Nine Mile Road), Interstate 10 (I-10), and US 29/SR 95] and providing a new interchange with I-10. Because there is no suitable existing route between I-10 and US 29/SR 95, several alternative corridors that could provide the needed connection were developed, necessitating the need to perform a corridor analysis to identify the alternative corridor that meets the project's purpose and need and best minimizes adverse effects on the social, cultural, natural, and physical environment of the study area.*

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Figure 1-1 Beulah Beltway Study Area



The FDOT is developing the new interchange design concepts and documentation, while Escambia County is preparing the development and evaluation of alternative corridors, including the analysis of potential environmental effects of the interchange.

1.2.1 ETDM Programming Screen

Seven initial corridors were developed for the ETDM Programming Screen using Land Suitability Mapping (LSM). The alternative corridors were developed at a width of 1,000 feet, 500 feet on either side of the corridor centerline. These initial corridors were the starting point for the ACE process.

The seven corridors were entered into FDOT's ETDM Programming Screen on September 18, 2015 (ETDM No. 14059, https://etdmpub.fla-etat.org). The ETDM Programming Screen initial review period was extended to allow for additional agency review and closed on November 18, 2015. No additional corridors were identified during the ETDM Programming Screen review.

1.2.2 Linking Planning Studies with the National Environmental Policy Act

Corridor studies can be a link between the broader long-range planning process and the more detailed analyses performed for NEPA studies. FDOT's ACE procedure addresses the process and documentation requirements, including public and agency comments, to support a decision by OEM on the acceptability of the study results for use during the subsequent NEPA evaluation. Therefore, the types of information provided in the ACE report that may be incorporated in the NEPA evaluation include:

- *Project information, including prior planning studies*
- *Project Purpose and Need Statement*
- *Description of the affected environment*
- *Description of the proposed typical section(s) and range of alternatives to be evaluated*
- *Explanation of the evaluation process and identification of any alternatives not meeting the project Purpose and Need*
- *Identification of environmental consequences and potential mitigation opportunities, if applicable*
- *Explanation of the conclusions of the ACE process and identification of issues such as public controversy, utility conflicts, access, right-of-way requirements, etc.*
- *Documentation of public and agency involvement*

OEM concurrence with the ACE Report occurs with their issuance of the Class of Action determination for the project, at which point the NEPA studies can commence.

1.2.3 Project Status

Following publication of the project in the ETDM Programming Screen, the ACE MM describing the evaluation criteria and methodology for evaluating the alternative corridors was submitted with the Preliminary Programming Screen Summary Report for a 30-day review. The ETAT submitted comments on March 27, 2016. The MM was finalized and submitted to FHWA on March 29, 2016. Following acceptance of the MM by FHWA on April 26, 2016, the evaluation and comparison of alternative corridors was initiated, public involvement and agency coordination was conducted, and an initial determination as to which corridors were considered unreasonable and should be eliminated was made. OEM is now the lead

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agency for the project pursuant to 23 U.S.C. §327 and a MOU dated December 14, 2016 and executed by the FHWA and FDOT. This process has been summarized in this report.

1.3 Project Description

The proposed Beulah Beltway project has been described, under different names, in a variety of planning documents (see ***Appendix A of the Methodology Memorandum in Appendix A of this report)*** *for a summary of the planning documents). The planning document that most-specifically addresses the transportation needs within the proposed project study area is the* Mid-West Sector Plan *Detailed Specific Area Plan (DSAP) which contains the following policies and principles that are relevant to this project:*

a. *Create a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail opportunities.*
b. *Develop a hierarchy of transportation corridors that would increase mobility and accessibility within the Optional Sector Plan while respecting existing residential development.*
c. *Create an interconnected and accessible pedestrian and bicycle network.*
d. *Reduction of vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact, mixed use and transit-oriented development patterns.*

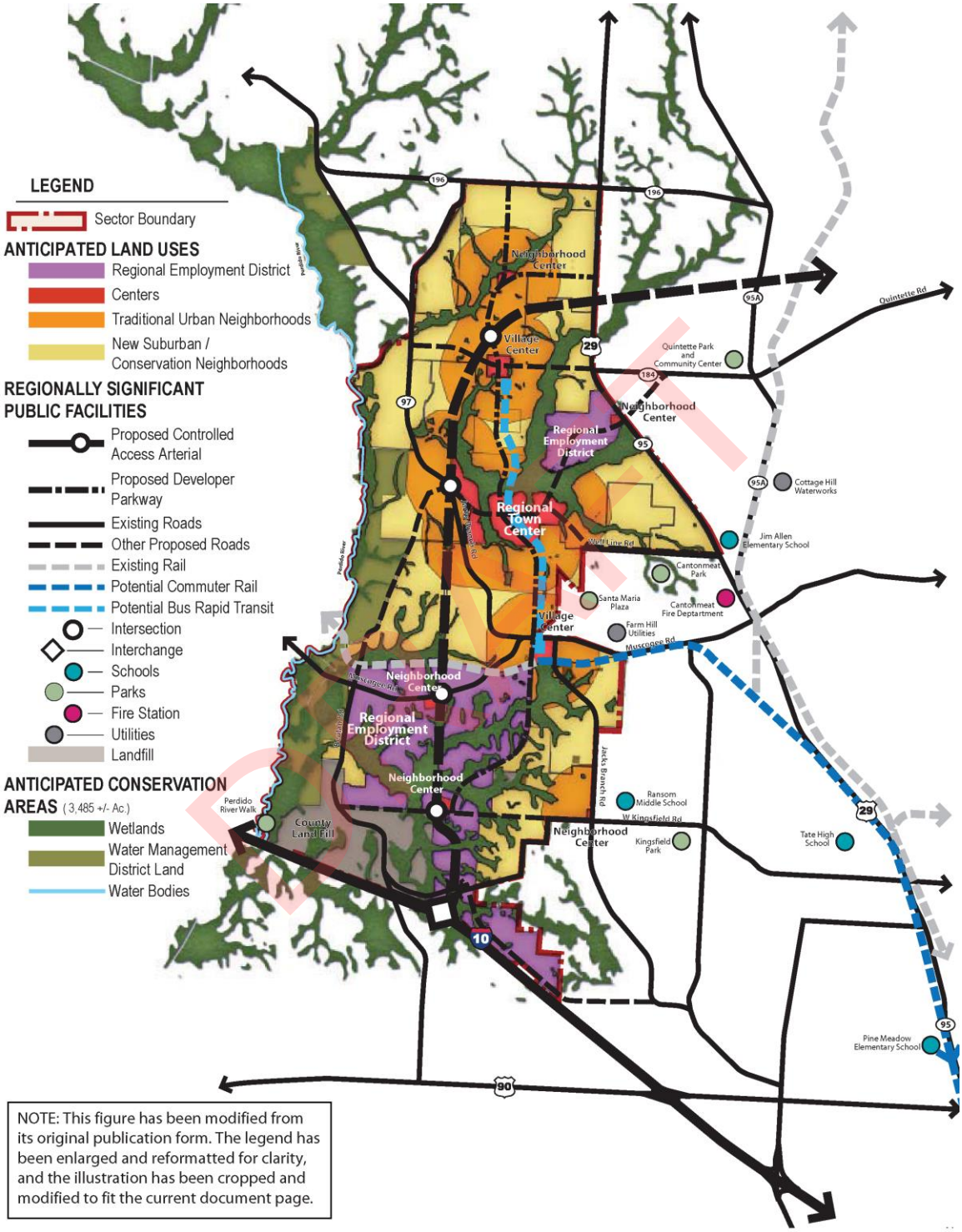
*The proposed project supports the policies and principles of the "*Mid-West Section Plan DSAP*" by providing the transportation improvement identified as a controlled access arterial (**Figure 1-2**), referred to in the text of the DSAP as the Beeline Corridor. The Beeline Corridor was analyzed as both a four-lane limited access expressway and a six-lane controlled access arterial. It is the backbone of the sector plan transportation system around which all other roadway and multi-modal improvements are linked providing the desired interconnected multi-modal system.*

*The 2040 Long Range Transportation Plan (LRTP) Adopted Cost Feasible Plan identifies the proposed action as three projects on two lists: the Beulah Road Interchange project is identified in the Strategic Intermodal System (SIS) Projects list (shown on **Figure 1-3**). The Non-SIS Projects list includes the proposed Beulah Beltway but refers to it as the US 29 Connector [from Nine Mile Road (US 90A) to just north of I-10], and the US 29 Connector (from Beulah Road Interchange to US 29) (shown **Figure 1-4**). The US 29 Connector project (from US 90 to US 29) is also identified as priority project 10 in the Existing Project Priorities list.*

Therefore, the proposed Beulah Beltway is consistent with the Florida Alabama Transportation Planning Organization's (FATPO) LRTP and would provide the desired connections by widening existing Beulah Road from a two-lane rural undivided roadway to a four-lane divided urban principal arterial from US 90A (SR 10 /W. Nine Mile Road) to I-10, construct a new interchange at I-10, and from I-10 to US 29/SR 95 provide initially a new two-lane road constructed as either controlled or limited access (to be determined during the PD&E study) within sufficient right-of-way to accommodate the ultimate four-lane divided controlled or limited access facility when traffic warrants. The design and general configuration of future intersections and interchanges would also be determined during the PD&E study.

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Figure 1-2 Mid-West Escambia Detailed Specific Area Plan
Showing a Controlled Access Highway



NOTE: This figure has been modified from its original publication form. The legend has been enlarged and reformatted for clarity, and the illustration has been cropped and modified to fit the current document page.

Figure 1-3 2040 LRTP Adopted Cost Feasible Plan Projects Map - SIS

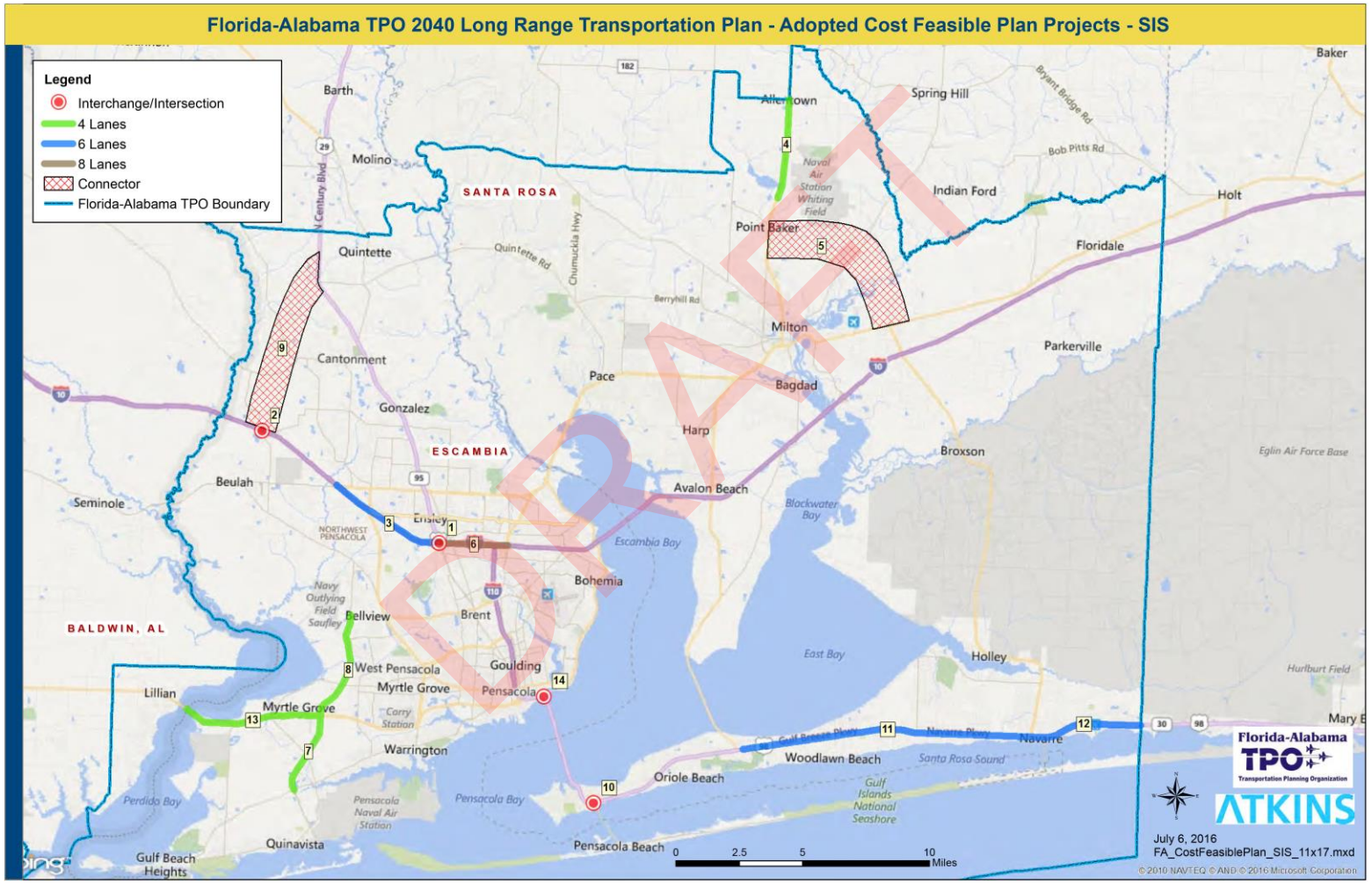
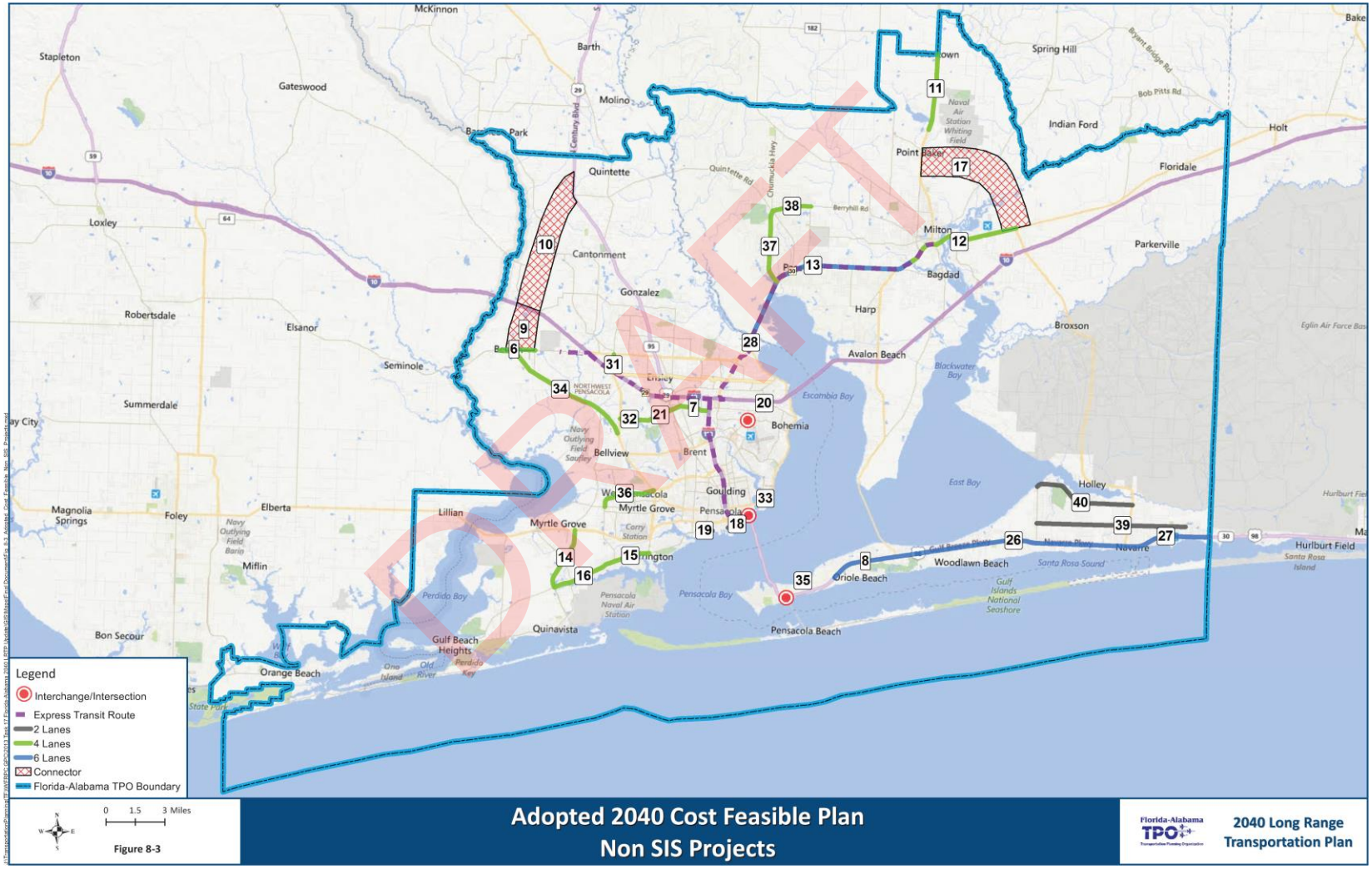


Figure 1-4 2040 LRTP Adopted Cost Feasible Plan Projects Map – Non-SIS



1.3.1 Logical Termini/Independent Utility

In defining a transportation project, the proposed concept must be a "whole" or integrated project to ensure that the environmental issues and transportation need are appropriately addressed. FHWA regulations require that a transportation project:

1) *Connect logical termini and be of sufficient length to address environmental matters on a broad scope;*
2) *Have independent utility or independent significance, i.e., be usable and be a reasonable expenditure even if no additional transportation improvements in the area are made; and*
3) *Not restrict the consideration of alternatives for other reasonably foreseeable transportation improvements.*

Logical termini are rational end points for both the transportation improvement, and for a review of the environmental impacts of the transportation improvement. According to FHWA, choosing a corridor of sufficient length to evaluate all impacts does not preclude staged construction of smaller segments of the project. This could apply to the Beulah Beltway project which contains several segments that connect internal logical end points within the length of the project.

Independent utility means that the defined project can function as a stand-alone project, even if no other transportation improvements in the area are ever implemented, and be a reasonable expenditure. The Beulah Beltway project meets these requirements based on:

- *No additional improvements or additions to the adjacent roadway systems are necessary beyond those included in this project.*
- *It is included in Escambia County's Mid-West Escambia Sector Plan, the Florida Alabama LRTP, and the Northwest Florida Transportation Corridor Authority (NWFTCA) 2013 Master Plan.*

1.3.2 Traffic Information

Travel demand forecasting was originally conducted for an Interchange Feasibility Study conducted in 2011. Since that time the traffic analysis has been updated, using the Northwest Florida Regional Planning Model (NWFRPM) that was modified to incorporate transportation network improvements and socioeconomic data elements for 2040, and input from stakeholders. This analysis is documented in the "Independent Utility Analysis for a New I-10 Interchange in Escambia County, Florida" (August 2015) and summarized below.

***Figure 1-5** shows the 2040 Build and No-Build Annual Average Daily Traffic (AADT) with the additional 2040 development and roadway improvements, while **Figure 1-6** shows the 2040 Build and No-Build AADT without the additional development or the roadway improvements included. The later was from an analysis performed previously.*

*As shown in **Figures 1-5** and **1-6**, traffic has increased on both the proposed interchange as well as on Beulah Road north and south of I-10 as a result of the additional future growth and roadway*

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improvements. Traffic has remained the same on I-10 west of Beulah Road and has increased by just under 2,000 vehicles on I-10 east of Beulah Road.

As a result of including the widening of US 29 from four lanes to six lanes, there is an increase in traffic on US 29 north and south of I-10 and on some ramps. The increase in traffic on I-10 west of US 29 is roughly 2,000 vehicles a day and east of US 29 it is just under 4,000.

***Figure 1-7** shows the Level of Service (LOS) for the 2040 Build and No-Build conditions. I-10 between Beulah Road and US 90 and US 29 south of I-10 are the only two locations where the Build LOS is worse than the No-Build; however, both locations are still only at LOS D. There are two locations where the LOS is F in both the Build and No-Build conditions: US 29 north of I-10 and Pine Forest Road south of I-10. There are two locations where the No-Build LOS is F: both on Beulah Road, north and south of I-10.*

The projected traffic volumes and analysis show: 1) that traffic congestion on local roads would be improved by the addition of the interchange (indicating a need for the project) and 2) that the proposed interchange would not adversely affect operations on the interstate. This traffic analysis, which included updating the socio-economic data and highway network to the year 2040 in the NWFRPM and evaluating the LOS of the resulting AADT, shows that Beulah Road both north and south of I-10 will have a failing LOS without the interchange, but would operate at LOS C with the interchange. The changes to the land uses and the resulting traffic from the proposed interchange are similar to the traffic on adjacent interchanges while not adversely affecting the traffic on I-10. There is no portion of I-10, in the study area, that shows a LOS worse than D, in either the No-Build or Build conditions, and in the segment of I-10 between Beulah Road and US 90A (Nine Mile Road) the LOS improves to C with the interchange. The LOS on US 29 north of I-10 also improves to LOS C with the interchange.

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Figure 1-5 2040 Build/2040 No-Build AADT with Additional Development

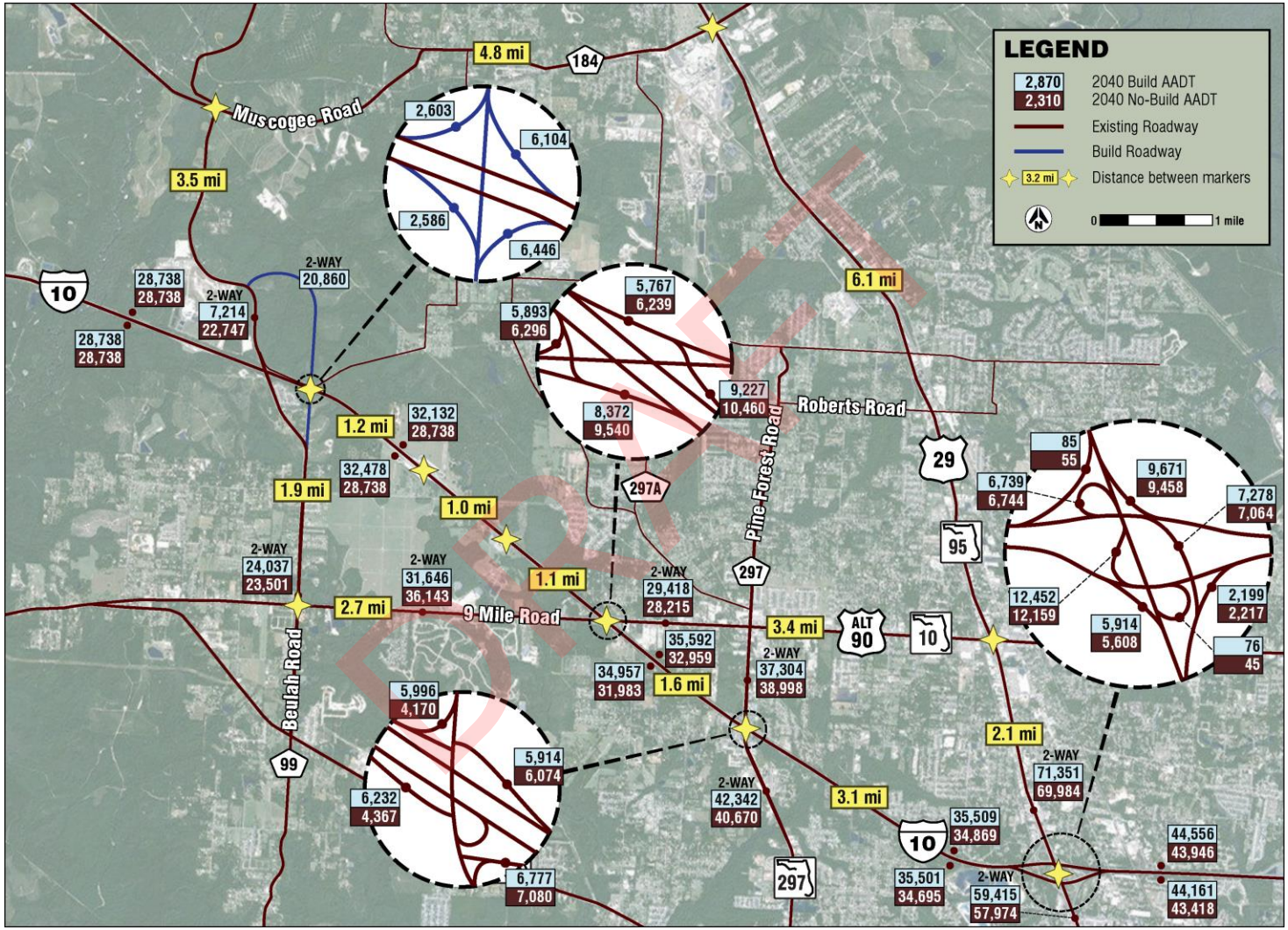


Figure 1-6 2040 Build/2040 No-Build AADT without Additional Development

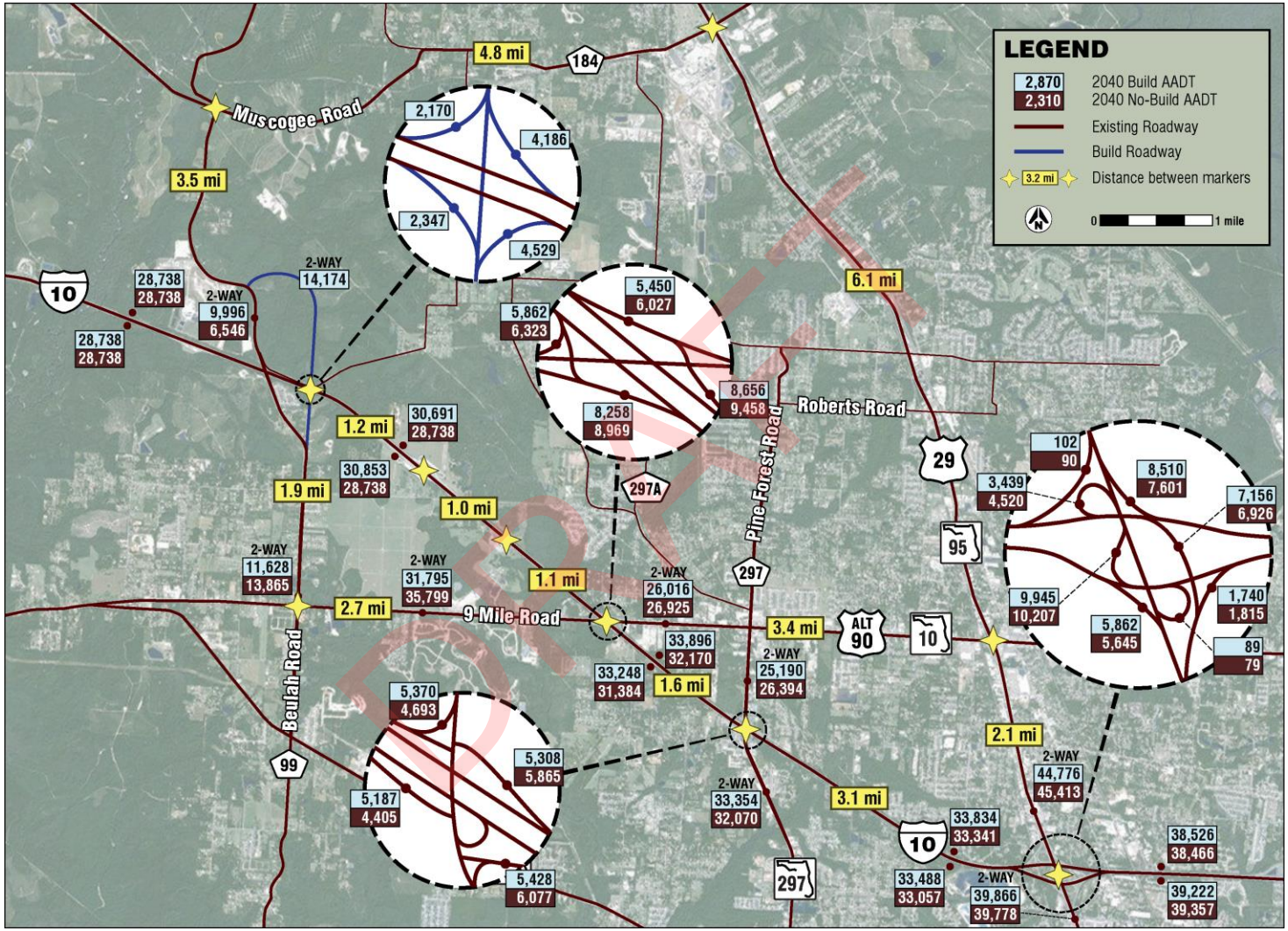
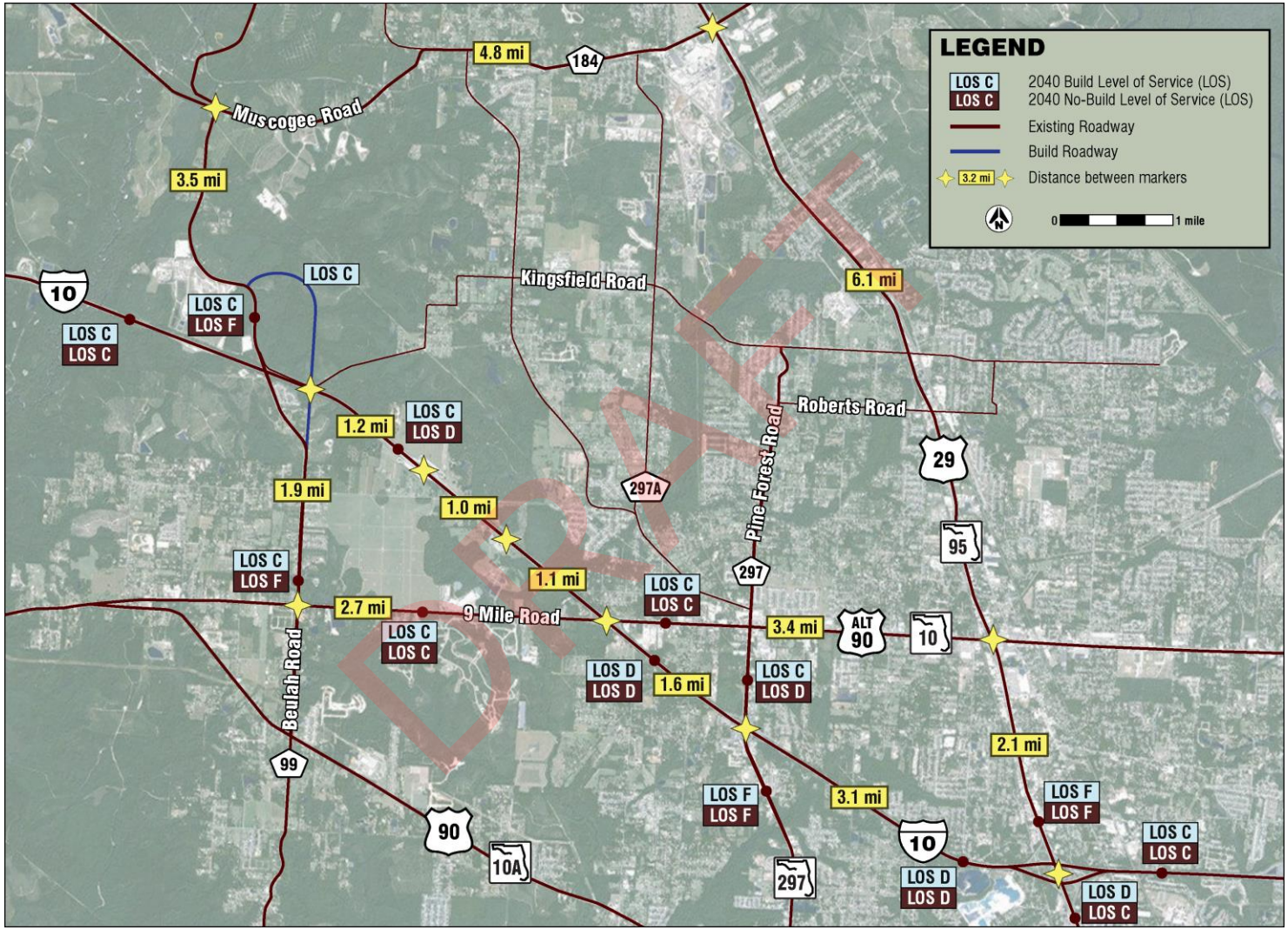


Figure 1-7 Build/No Build Level of Service



1.4 Other Transportation Projects

Figure 1-8 *shows other transportation projects near the study area that have been considered in the traffic forecasting for the proposed project. These include:*

2040 Cost Feasible Plan or Transportation Improvement Program (TIP) Non-SIS Projects

- *Widen Longleaf Drive to four lanes from Pine Forest Road to Wymart Road*
- *Widen Pine Forest Road to four lanes from I-10 to Nine Mile Road*
- *Widen Pinestead Drive to four lanes from Wymart Road to US 29*
- *Widen SR 95 (US 29) to six lanes from SR 8 (I-10) to north of SR 10 (US 90A/Nine Mile Road)*
- *Widen SR 10 (US 90A/Nine Mile Road) to four lanes from SR 297 (Pine Forest Road) to US 29/SR 95*
- *Widen SR 10 (US 90A/Nine Mile Road) to four lanes from SR 8 (I-10) to SR 297 (Pine Forest Road)*
- *Widen SR 10 (US 90A/Nine Mile Road) to four lanes from Beulah Road (County Road (CR) 99) to I-10 (SR 8)*
- *Widen SR 10 (US 90A/Nine Mile Road) to four lanes from Mobile Highway (SR 10A/US 90) to Beulah Road (CR 99)*
- *Widen SR 10A (US 90/Mobile Highway) to four lanes from Nine Mile Road (US 90A) to Godwin Lane*

2040 Cost Feasible Plan or TIP Strategic Intermodal System (SIS) Projects

- *Widen I-10 to six lanes from west of Nine Mile Road (US 90A) interchange to US 29/SR 95*
- *Major Intersection Improvement (Phase 1 and Phase 2) at I-10 and US 29/SR 95*

2040 Cost Feasible Plan Multimodal (SIS) Projects

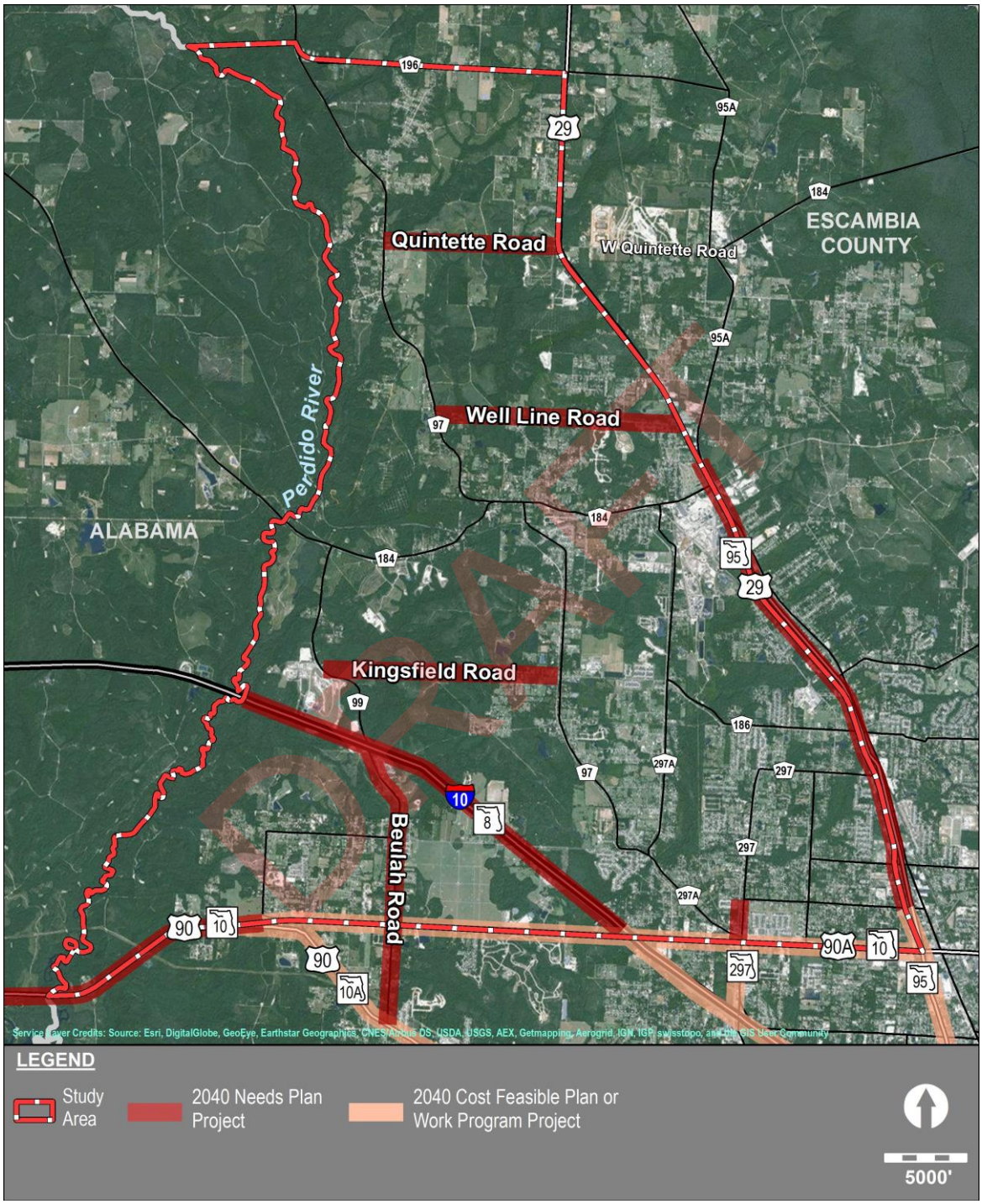
- New Express Bus Service Northwest from Pensacola to Navy Federal via I-110

2040 Needs Plan Technical Report (mod. 2016) Projects (not listed in Cost Feasible Plan)

- *Widen US 90 to four lanes from US 90/US 98 Connector to Florida/Alabama State Lane*
- *Widen US 90 to four lanes from the Florida/Alabama state line to Mobile Highway (US 90/SR 10A)*
- *Widen I-10 to six lanes from the Florida/Alabama state line to Beulah Road Overpass*
- *Widen I-10 to six lanes from Beulah Road Overpass to Pine Forest Road (SR 297)*
- *Widen I-10 to six lanes from Pine Forest Road (SR 297) to US 29/SR 95*
- *Widen US 29/SR 95 to six lanes from Nine ½ Mile Road to CR 95A*
- *Extension of Well Line Road from US 29 to CR 97 (Jacks Branch Road)*
- *Extension of Kingsfield Road from CR 97W to CR 399 (Beulah Road)*
- *Extension of Quintette Road from US 29 to CR 97*

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Figure 1-8 Other Transportation Projects in the Vicinity of the Beulah Beltway



2. PROJECT PURPOSE AND NEED

2.1 Purpose

The primary purposes of the proposed Beulah Beltway project are to: 1) provide improved connectivity within portions of Escambia County slated for future development, consistent with the Escambia County Comprehensive Plan; and 2) in concert with the new I-10 interchange, provide improved external regional connectivity and reduce congestion on US 29/SR 95 at I-10, consistent with the Florida-Alabama TPO LRTP and Regional Freight Network Plan – Highways of Commerce.

Secondary purposes are to: 1) reduce travels times for commuters who live in the study area and work in the Pensacola area consistent with local transportation goals to create a highly interconnected, multi-modal system linking housing, employment and retail, as expressed in the adopted Mid-West Escambia Optional Sector Plan*; 2) encourage future growth away from the coastal communities, consistent with the Escambia County Comprehensive Plan; 3) with the proposed new interchange at I-10, provide an additional freight transport route connecting to other regional freight transportation facilities consistent with the FATPO's LRTP and* Regional Freight Network Plan, *and the NWFTCA 2013 Master Plan*; *and 4) enhance hurricane evacuation by providing another connection to I-10 as well as an additional north-south connection to US 29/SR 95 that bypasses the heavily congested US 29/SR 95/I-10 interchange, consistent with the recommendations of the* Statewide Regional Evacuation Study, West Florida Region, the Beulah Road Interchange Development and Environment Study – Hurricane Evacuation Analysis, *and the Escambia County Comprehensive Plan which supports roadway projects that improve hurricane evacuation. Additional evacuation benefits would be derived from the Beulah Beltway project, with completion of the Outer Beltway (identified in the LRTP)/Escambia-Santa Rosa Beltway project (identified in the NWFTCA's 2013 Master Plan).*

2.2 Need

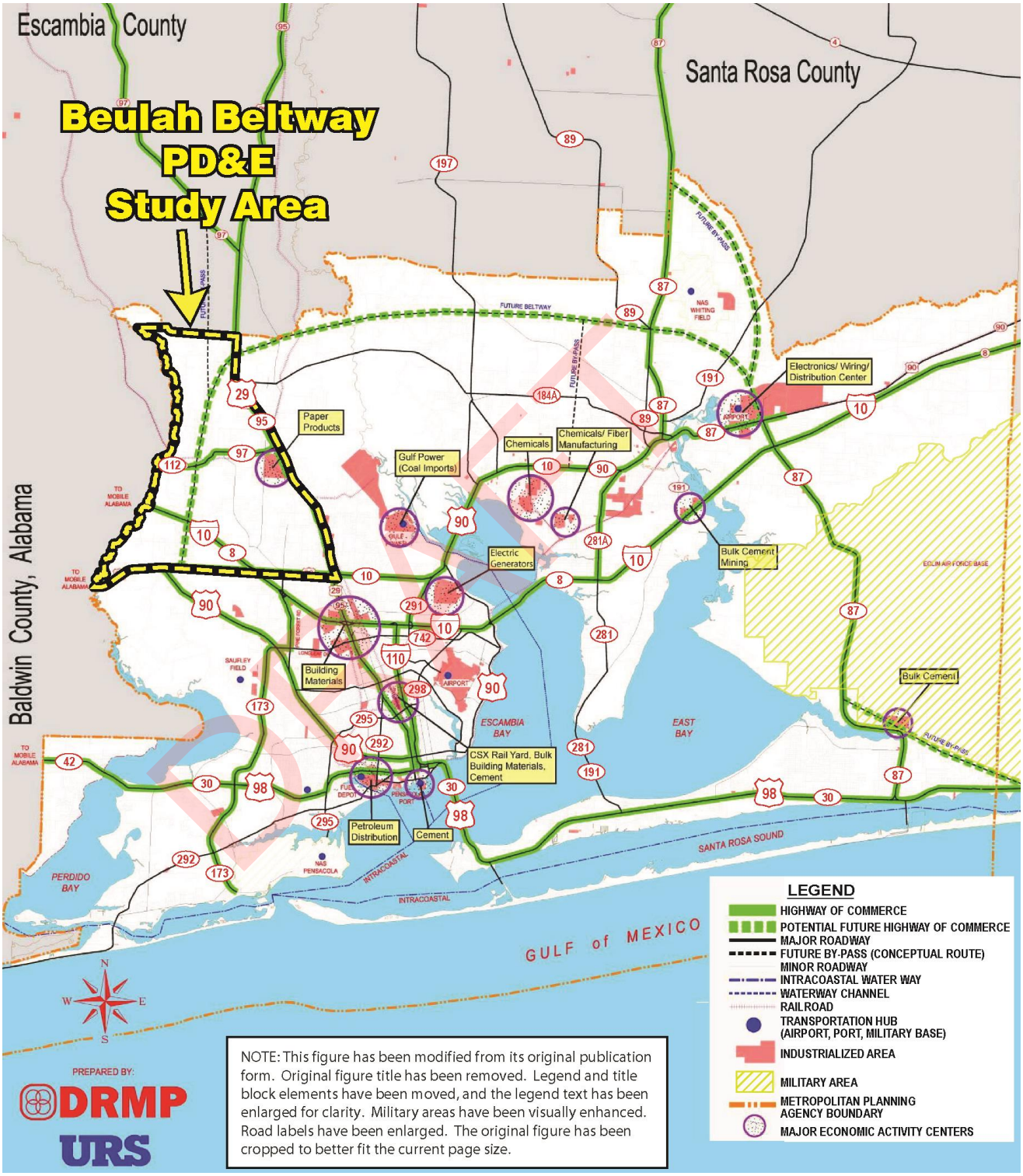
There are a number of needs that would be addressed by the proposed project. These needs, which are discussed in more detail below, include improving regional connectivity, providing traffic capacity to maintain LOS standards, meet transportation demand, provide opportunity for economic development, accommodate modal interrelationships, provide congestion relief on parallel facilities, contribute to improved hurricane evacuation, and address safety needs.

Regional Connectivity

*There are three primary highways in or adjacent to the study area: I-10, US 90A (SR 10/W/ Nine Mile Road), and US 29/SR 95. I-10 and US 90A/SR 10 (W, Nine Mile Road) are east-west routes extending from the Alabama state line across northern Florida to the east coast (**Figure 2-1**). I-10 is part of Florida's SIS. US 29/SR 95, also a designated SIS facility, is a north-south route that*

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Figure 2-1 Regional Transportation Network



begins in Pensacola and continues north to the Alabama state line. In the study area, I-10 provides a four-lane divided limited-access facility that carries 65,000 average annual daily traffic (AADT) [Source: FDOT Transportation Statistics Office's (TRANSTAT)]. US 90A/SR 10 (W, Nine Mile Road) is a four-lane divided arterial with 26,000 AADT currently in the study area. US 29/SR 95 in the study area is principally a four-lane principal arterial north of I-10 with a maximum of 29,500 AADT.

Beulah Road (CR 99) is a 2-lane minor arterial rural highway that travels from West Pensacola to CR 184 (Muscogee Road). It begins in the vicinity of its intersection with Hurst Hammock Road and travels in a northerly direction crossing Helms Road, US 90/SR 10A (Mobile Highway), US 90A/SR 10 (W, Nine Mile Road), and Frank Reeder Road before crossing under I-10.

*Within the boundaries of the Beulah Beltway study area, the only major (having four lanes) highway is I-10; however, the only I-10 interchange in the Beulah Beltway study area is at US 90A/SR 10 (W, Nine Mile Road), the southern boundary of the study area. US 90A/SR 10 (W, Nine Mile Road), like I-10, is also an east-west route. Although US 29/SR 95 is a major northbound route, it is also on the border of the study area. Therefore, there are no major roads inside the boundaries of the study area that provide connectivity to the north (**Figure 2-2**).*

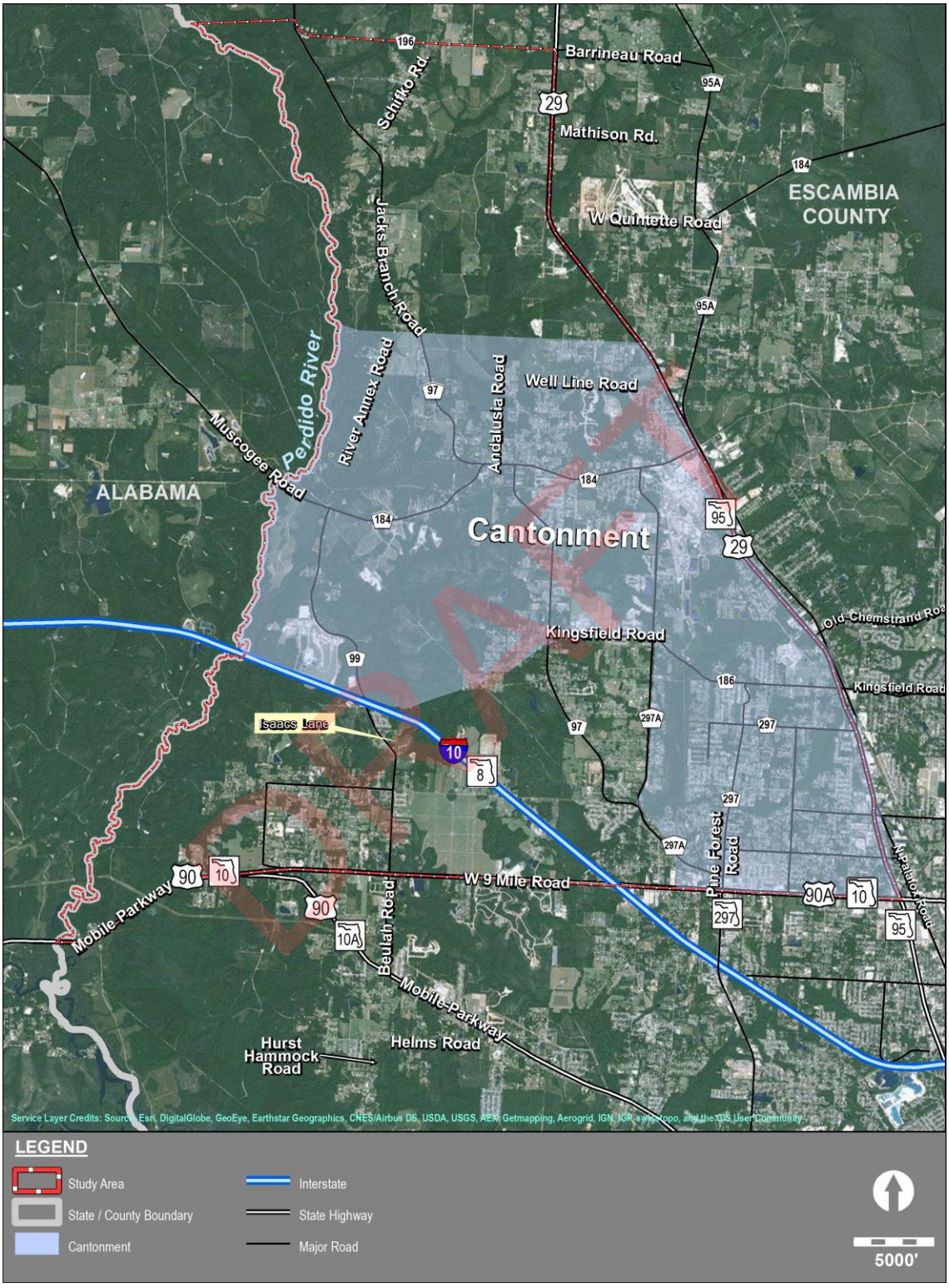
The implementation of the Mid-West Escambia Optional Sector Plan and DSAP *(Appendix A-8) will increase the need for a major corridor to serve the project area. The Optional Sector Plan, which encompasses approximately 16,000 acres, identifies a high speed facility (Beeline Corridor) to provide access between the planned residential and commercial developments, and to provide access to planned multi-modal facilities within the area. This facility would also connect I-10 to US 29/SR 95, providing external connectivity and enhancing the freight transportation network.*

The provision of a four-lane divided north-south roadway west of US 29/SR 95, would improve connectivity within and without the study area. The connectivity that would be provided by the proposed Beulah Beltway project in concert with a new I-10 interchange in the vicinity of Beulah Road would enhance mobility in the US 29/SR 95/I-10 interchange area and eliminate some through traffic, particularly truck traffic currently using local roads to avoid congestion on US 29/SR 95, from using roads that are unsuitable for such use.

The Beulah Beltway project, with the new I-10 interchange, would enhance connectivity for traffic traveling eastbound on I-10 to northbound US 29 (SR 59) (and vice versa) by providing a shorter distance to travel (approximately four to six miles less) between US 29/SR 95 and I-10, and will improve the operation of the heavily congested US 29/SR 95/I-10 interchange by reducing the amount of traffic utilizing that interchange.

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Figure 2-2 Study Area Transportation Network



In addition, the Beulah Beltway, along with the Outer Beltway project and the US 87 Connector (as identified in the 2035 LRTP, ***Appendix A-3 of the approved Methodology Memorandum in Appendix A****) would serve as the Escambia-Santa Rosa Beltway, as conceived by the NWFTCA (****Appendix A-11 of the approved Methodology Memorandum in Appendix A****), both of which are designed to improve connectivity within and to Santa Rosa County. The western leg of the Escambia-Santa Rosa Beltway would connect the two existing SIS highways [I-10 and US 29/SR 95] and US 90A/SR 10 (W, Nine Mile Road) in the study area (****Appendix A-2 of the approved Methodology Memorandum in Appendix A****).*

By connecting US 90A/SR 10 (W, Nine Mile Road) and I-10 to US 29/SR 95, which provides access to I-65, the proposed improvement will provide another link in a network that connects to I-65 and Montgomery, Alabama. When the entire Beltway project is completed, connectivity will be enhanced to other areas of Alabama and Santa Rosa County, Florida.

Capacity

Beulah Road south of I-10, with an AADT volume of 4,200, is currently operating at LOS B. Although Beulah Road has adequate capacity for the current conditions, the need for widening this road is rooted in solving the capacity needs of other roads [i.e. I-10 and US 29 (SR 95]; and in local and regional planning efforts to provide for sustainable development patterns that protect people and regional resources.

The 2012 AADT on I-10 between the Alabama state line and the Florida-Alabama Urbanized Boundary (east of the existing Beulah Road Overpass) was 34,939 (LOS C) The 2012 AADT on I-10 between the Florida Alabama Urbanized Boundary and US 29/SR 95 was 46,000 (LOS C).

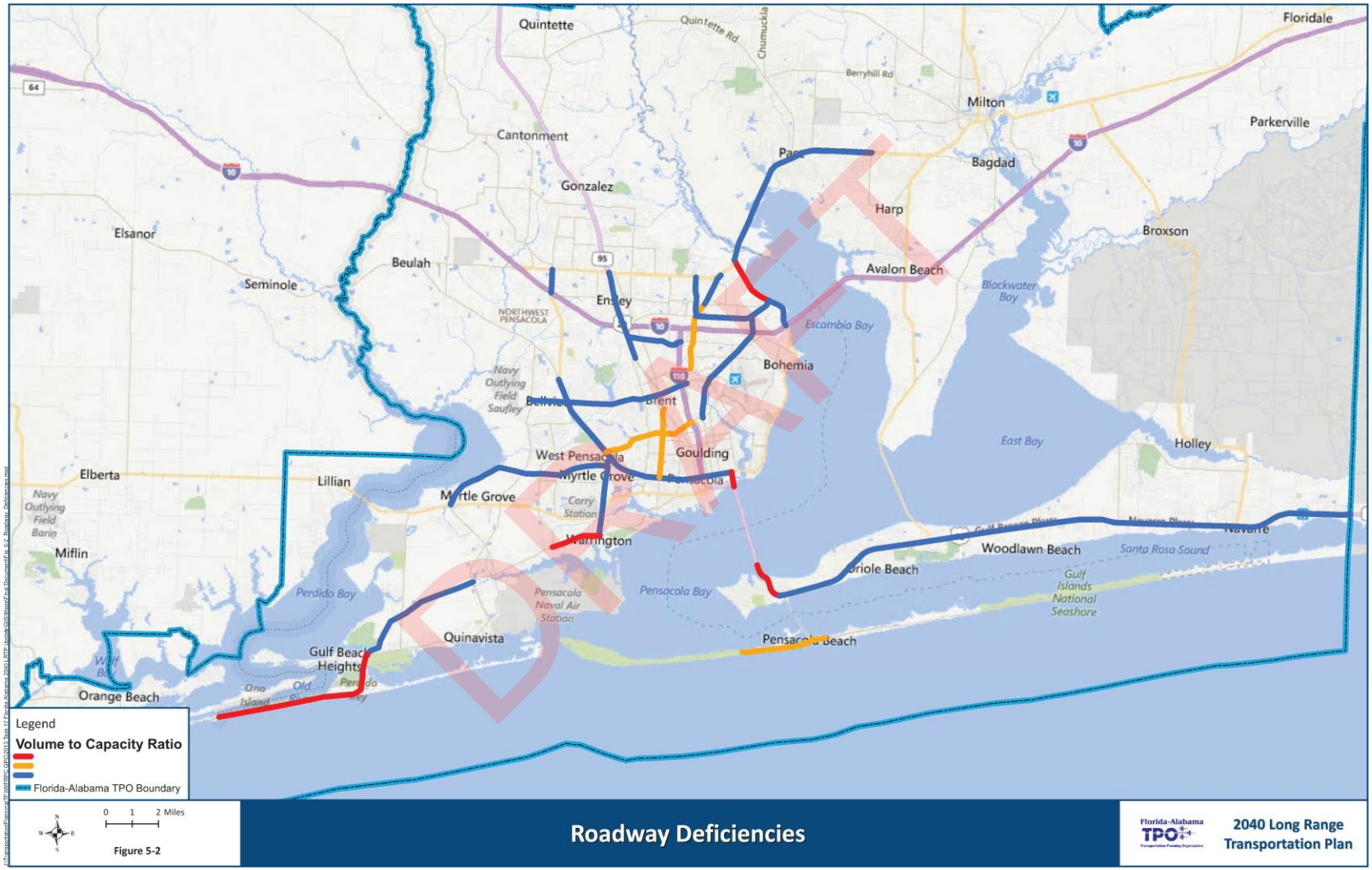
The 2012 AADT on US 29/SR 95 north of I-10, to US 90A/SR 10 (W, Nine Mile Road), was 36,500 (LOS C), and on US 29/SR 95 south of I-10 was 40,500 (LOS C). Both I-10 and US 29/SR 95 are SIS facilities and are designated Highways of Commerce in the TPO's Regional Freight Network Plan.

The Florida-Alabama TPO's "Congestion Management Process Plan" *(****Appendix A-6 of the approved Methodology Memorandum in Appendix A****) identifies US 29/SR 95 from the I-10 interchange north to US 90A/SR 10 (W, Nine Mile Road) as a "heavily congested corridor" in the years 2012, 2022, and 2035, even with the completion of scheduled improvements. US 90A/SR 10 (W, Nine Mile Road) from CR 297 (Pine Forest Road) to US 29/SR 95 is also deficient in 2011, 2016, and 2021 (****Figure 2-3).***

The proposed Beulah Beltway, in concert with the proposed new I-10 interchange, would divert some of the eastbound I-10 traffic [west of US 29/SR 95] traveling to northbound US 29/SR 95; thereby alleviating some of the congestion at the I-10/US 29/SR 95 interchange.

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Figure 2-3 Deficient Roadway Segments



Transportation Demand

In the past, population growth in Escambia County was forecasted to occur primarily in the southwest portion of the County in the vicinity of densely populated portions of Pensacola, but west of the Pensacola Naval Air Station (NAS), and on Perdido Key. However, Perdido Key was heavily damaged by Hurricane Ivan in September of 2004, leading the Florida Department of Community Affairs (now the Florida Department of Economic Opportunity {FDEO}) to place limits on the amount of redevelopment that can occur on Perdido Key. Additionally, developable land west of the Pensacola NAS, is subject to flight noise, prone to flooding, and limited by large areas in conservation and recreation. Based on these conditions, County planners do not believe these areas would support significant growth in the future and have looked elsewhere in the County to accommodate the projected growth.

*Revisions to the 2025 Escambia County future land use map (**Appendix A-7 of the approved Methodology Memorandum in Appendix A**) re-allocate much of the projected future growth to the central and north-central parts of the County. In an effort to plan for that growth consistent with County growth management policies, the* Mid-West Escambia County Optional Sector Plan *(**Appendix A-8 of the approved Methodology Memorandum in Appendix A**) was developed and incorporated into the 2010 Evaluation and Appraisal Report (EAR) – based amendments to the comprehensive plan (adopted September 15, 2011 and approved November 14, 2011). It has a total maximum development scenario of 23,000 residential dwelling units and 12,175,000 sq. ft. of non-residential development.*

The future development of the conceptual layout shown in the Optional Sector Plan will need to be supported by a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail centers. The proposed hierarchical transportation system would be anchored by a new I-10 interchange in the vicinity of Beulah Road and a new arterial roadway that connects I-10 to US 29/SR 95.

Proposed development in the adopted Mid-West Escambia Optional Sector Plan *(**Appendix A-8 of the approved Methodology Memorandum in Appendix A**) is anticipated to result in an increase of up to 23,500 residential units in the area by 2035. This increase in population, along with associated growth in employment, will greatly influence and increase travel demand on area roads, estimated at 371,000 additional trips per day. Shown below (**Table 2-1**) is the 2035 AADT for segments of US 29/SR 95 in the Beulah Beltway study area. There are two segments within the study area that will have failing conditions at LOS F in 2035, with the third segment approaching maximum capacity (**Appendix A-6 of the approved Methodology Memorandum in Appendix A**).*

Table 2-1 US 29/SR 95 AADT in 2035

Segment of US 29	Max. Daily Capacity at Adopted LOS	2035 AADT*	2035 LOS**
I-10 to US 90A/SR 10 (W, Nine Mile Road)	39,800	47,489	F
US 90A/SR 10 (W. Nine Mile Road) to CR 184 (Muscogee Road)	39,800	54,300	F
CR 184 (Muscogee Road) to CR 196 (Barrineau Park Road)	39,800	39,208	D

*Source: 2035 Northwest Florida Regional Planning Model

*** Source: 2012 FDOT Q/LOS Handbook Tables*

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The proposed Beulah Beltway project, especially with the proposed new I-10 interchange, would relieve some of the congestion on US 29/SR 95 by diverting traffic that currently uses the segments of US 29/SR 95 from I-10 to US 90A/SR 10 (W, Nine Mile Road) and from US 90A/SR 10 (W, Nine Mile Road) to SR 184 (Muscogee Road).

Economic Development

The Mid-West Escambia Optional Sector Plan *(**Appendix A-8 of the approved Methodology Memorandum in Appendix A)** encompasses an area approximately 16,000 acres adjacent to, but north of I-10, and west of US 29/SR 95. Within this area, there would be two Regional Employment Districts, a Town Center, and multiple neighborhood and village centers. The Regional Employment Centers are intended to contain predominantly industrial, distribution and office uses within 10,500,000 sq. ft. of floor area. The Town Center would accommodate approximately 500,000 to 1,000,000 sq. ft of non-residential uses, predominantly retail and office space. Village Centers would accommodate between 40,000 and 200,000 sq. ft. of non-residential uses comprised of mostly retail and office space (**Figure 2-4**).*

Since the Beulah Beltway project is intended to fulfill the purpose of the Beeline Corridor identified in the Mid-West Escambia Optional Sector Plan *(**Appendix A-8 of the approved Methodology Memorandum in Appendix A**), it is integral to the success of the economic development goals of this plan, as it would provide the high speed through route that would connect to other major freight and transportation routes: US 29/SR 95 and I-10. It is also part of the transportation network connecting people to employment centers elsewhere within the region and to the proposed multi-modal network.*

Furthermore, by improving connectivity between I-10 and US 29/SR 95, the Beulah Beltway project would help support existing and proposed economic development projects in southern Alabama, including: Navy Federal Credit Union expansion of its corporate operations center (which would provide an additional 1,500 jobs in Escambia County in two years and another 5,400 in ten years), New Steel Plant; U.S. Army post expansion; and the Mobile Conversion Center for the militarizing of the KC-45 aerial refueling tanker, which will bring additional service providers along the I-10 corridor.

Modal Interrelationships

Based on the planned improvements in the Mid-West Escambia Optional Sector Plan *(**Appendix A-8 of the approved Methodology Memorandum in Appendix A**), the Beulah Beltway project or, the Beeline Connector, would provide easier access to the planned commuter rail and bus rapid transit systems located within the proposed Regional Town Center (RTC). The planned RTC area and commuter rail and transit routes can be seen on **Figure 1-2.***

In addition, the Beulah Beltway project would enhance access to a small private airport (Pensacola Gulf Coast Airport) located at 6001 W. Nine Mile Road (US 90A/SR 10), about one-half block west of Beulah Road.

The bicycle and pedestrian facilities proposed as part of the Escambia Parkway will provide additional non-motorized connectivity within the study area by providing direct connections, or easy access, to the

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*pedestrian trail system (**Figure 2-4**) proposed in the Mid-West Escambia DSAP report. The Beulah Beltway shared-use trail would connect to various land uses, encouraging the use of non-motorized transportation modes for purposes other than recreation, such as to commute to work or shopping.*

Relief to Parallel Facilities

*The only major north-south route in the study area is US 29/SR 95, which travels from Pensacola to the Alabama state line. As noted above, US 29/SR 95 along with I-10, is an important freight route in Escambia County. The Regional Freight Network Plan – Freight Corridor Screenings (**Appendix A-5 of the approved Methodology Memorandum in Appendix A**) evaluated the segment of US 29/SR 95 from W. Burgess Road (south of I-10) to Old Chemstrand Road (north of I-10). This report noted "extreme operational issues at the I-10 exit to northbound US 29/SR 95.*

Existing TRANSTAT data shows I-10 operating at 34,939 AADT. Truck AADT on I-10 is reported to be 5,206 within the limits of the study area while US 29/SR 95 within the project limits has a truck AADT of 2,596, nearly half the volume of truck traffic on I-10.

The proposed Beulah Beltway project in concert with the new I-10 interchange would help alleviate some of the congestion problems at US 29/SR 95 by diverting eastbound I-10 traffic, west of US 29/SR 95, heading to northbound US 29/SR 95 before the I-10 traffic reaches the I-10/US 29/SR 95 interchange. This would not only help relieve the "extreme operational issues" at the I-10/US 29/SR 95 interchange, but reduce the traffic, particularly truck traffic, on US 29/SR 95 south of CR 184 (Muscogee Road).

Hurricane Evacuation

The Statewide Regional Evacuation Study Program, West Florida Region *(2010), which includes Escambia County, determined that 76.4 percent of evacuees in the western panhandle of Florida traveled to out-of-state destinations, more than any other region in Florida. Although this report was prepared to assist county emergency managers in making decisions, such as when to begin evacuation, during severe storm events, it also provides information on the performance of the transportation evacuation network.*

*Critical transportation facilities within Escambia County include, but are not limited to, I-10, US 29/SR 95, and US 90A/SR 10 (W, Nine Mile Road). In Escambia County, US 29/SR 95 is the only northbound evacuation route that provides direct access from Pensacola to the Alabama state line (**Figure 2-5**), although north of Molino Road, SR 97 diverges from US 29/SR 95 and continues north into Alabama. US 29 is also a critical evacuation route in Alabama, providing a connection to I-65 which travels northeast to Montgomery, Alabama.*

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Figure 2-4 Mid-West Escambia County Sector Plan DSAP Circulation Plan Pedestrian Trails

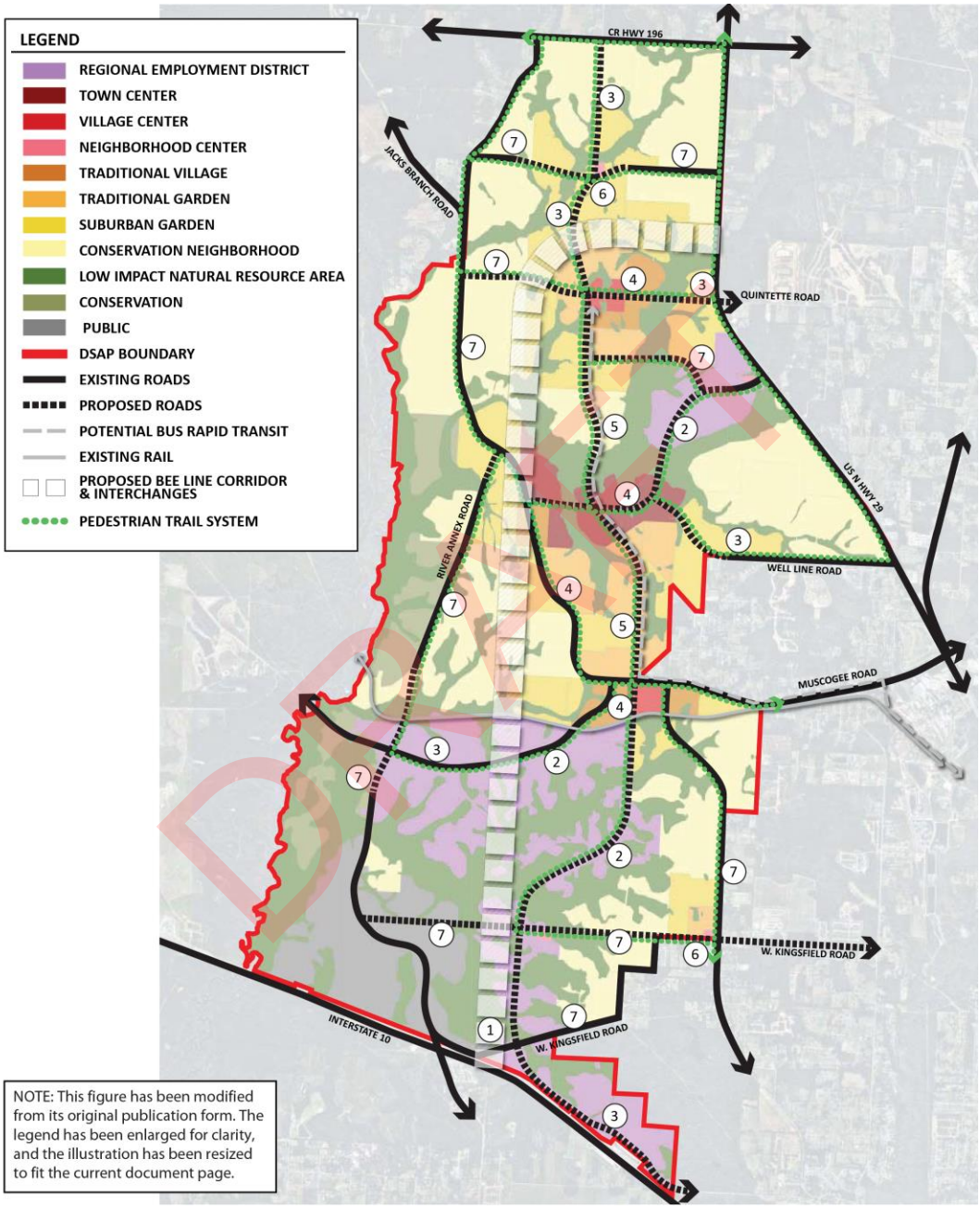
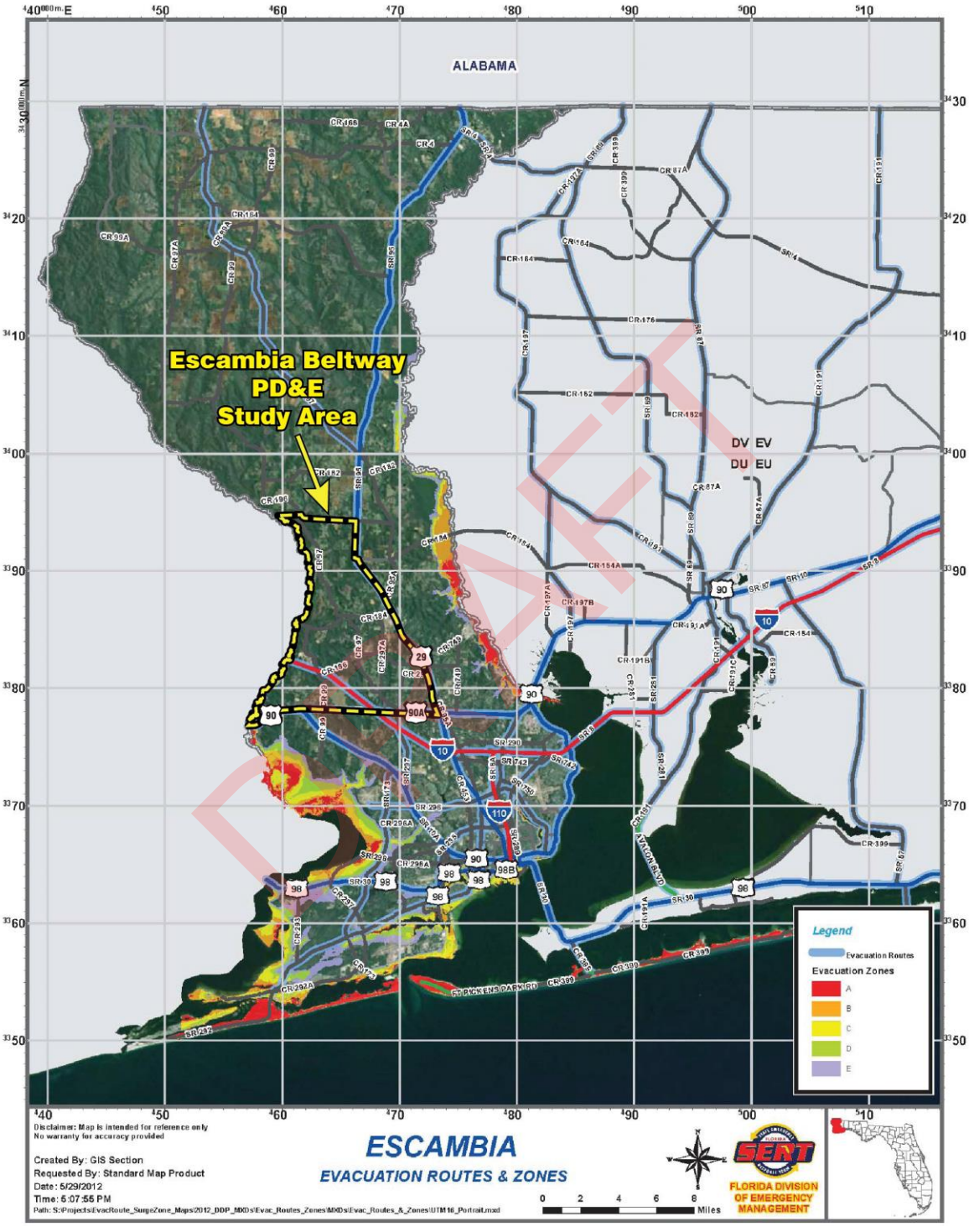


Figure 2-5 Designated Hurricane Evacuation Routes



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Besides I-10, US 29/SR 95, and US 90A/SR 10 (W, Nine Mile Road), other critical evacuation facilities within and adjacent to the study area include: West Quintette Road, Muscogee Road, CR 97, CR 297A, East Kingsfield Road, and Beulah Road. These additional critical evacuation segments become congested (have the highest vehicle queues for extended periods during an evacuation) during the larger storms.

Clearance times were estimated for five evacuation scenarios, (based on the category storm) for 2010 and 2015 under the base scenario. ***Table 2-2*** *summarizes the clearance times for Escambia County.*

Table 2-2 Escambia County Evacuation Clearance Times (Hours)

Years	Clearance Destination	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
2010	Shelter	12.5	12.5	12.5	13.0	13.0
	In-County	13.5	14.5	15.0	21.0	22.0
	Out-of-County	15.0	15.0	15.0	21.0	22.0
2015	Shelter	12.5	12.5	12.5	14.0	14.5
	In-County	13.5	14.5	15.0	26.0	26.0
	Out-of-County	15.0	15.0	15.0	26.0	27.0

Chapter 163.3178(9)(a), Florida Administrative Code (F.A.C.) requires local governments to maintain a 12-hour evacuation time to shelter for a Category 5 storm event to be in compliance with State coastal high-hazard provisions, pursuant to rule 9J-5.012(3)(b) 6. and 7., F.A.C. Unless other level-of-service standards are adopted, the out-of-county evacuation time requirement is 16 hours.

Escambia County's Comprehensive Plan (Policy COA 1.3.4 of the Coastal Management Element) supports critical roadway segment improvements to reduce hurricane evacuation times. ***Table 2-3*** *shows the number of evacuating vehicles on I-10, US 29/SR 95, and/US 90A/SR 10 (W, Nine Mile Road) for 2010 and 2015 under the base evacuation scenario.*

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Table 2-3 Evacuating Vehicles Leaving Escambia County by Evacuation Route

Years	Route	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
2010	I-10 Eastbound	10,800	14,500	19,500	30,800	34,900
	US 90 Eastbound	100	200	300	1,200	5,700
	US 29 Northbound	1,600	2,800	6,500	14,700	22,300
	I-10 Westbound	5,800	8,500	12,500	15,200	17,500
	US 90 Westbound	0	0	0	300	500
2015	I-10 Eastbound	11,800	15,800	21,700	32,500	35,300
	US 90 Eastbound	100	200	300	1,900	8,900
	US 29 Northbound	1,700	3,700	7,700	18,000	23,200
	I-10 Westbound	6,400	9,100	13,000	16,100	18,200
	US 90 Westbound	0	0	100	300	700

Among the conclusions, of the Statewide Regional Evacuation Study Program, West Florida Region *is the recommendation that local counties and state agencies continue development of north-south evacuation routes away from the coastal areas to help in reducing evacuation clearance times. The proposed Beulah Beltway, in concert with the proposed new I-10 interchange, is compliant with the recommendation of the* Statewide Regional Evacuation Study Program, West Florida Region *to continue development of north-south evacuation routes and these proposed improvements would enhance access to I-10, US 90A/SR 10 (W, Nine Mile Road) and US 29/SR 95, the three major evacuation routes in the area. Further, it would help alleviate the congestion occurring at the I-10/US 29/SR 95 interchange area, potentially reducing evacuation times.*

*Escambia County also conducted a hurricane evacuation analysis specifically for the proposed new interchange at I-10. According to this study [*Beulah Road Interchange Development and Environment Study – Hurricane Evacuation Analysis *(August 2010)] Escambia County has a worst case 16.3 hour and 20.2 hour hurricane evacuation clearance time for a Category 3 and 5 storm, respectively. This assumes I-65 in Alabama is reverse-laned and that the bottleneck of Alabama Route 113 would remain two-laned. If I-65 were not reverse-laned, worst case times would be 26.2 and 32.7 hours for a Category 3 and 5 storm, respectively.*

With expected increases in development in the southwest area of Escambia County, overall clearance times will increase to a worst case 16.8 hour and 21.2 hour hurricane evacuation clearance time for a Category 3 and 5 storm, respectively.

The study found that the proposed improvements (Beulah Beltway and new I-10 interchange) would greatly facilitate the loading of evacuation traffic from southwest surge vulnerable areas of the county into the regional evacuation network. And, that while the improvements would not reduce the overall county evacuation time created by bottlenecks along US 29 in the north part of the county, the

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improvements would have major beneficial impacts for Escambia County evacuation routes I-110 North to and through I-10, as well as parts of US 29 up to and through Cantonment. These improvements will facilitate the more efficient movement of vehicles out of surge inundation areas by creating a double queue for vehicles heading to US 29 north of Flomaton. Westbound evacuation would be improved further by preventing eastbound movement to existing interchanges.

The Beulah Beltway and the new I-10 interchange would be beneficial in maintaining the local time to shelter requirements in the western portion of Escambia County, a key strategy of Escambia County in mitigating growing evacuation times in the region.

Safety/Crash Rates

***Figure 2-6** identifies the number of crashes per 1,000 AADT on Congestion Management Plan (**Appendix A-6 of the approved Methodology Memorandum in Appendix A**) road segments in 2010. **Figure 2-7** provides the change in number of crashes occurring on these same County milepost (CMP) road segments between 2005 and 2010. Figure 14 shows that crashes on I-10 from Beulah Road to US 29/SR 95 and on US 29/SR 95 north of US 90A/SR 10 (W, Nine Mile Road) have increased over the period from 2005 to 2010.*

The Beulah Beltway project along with the proposed new I-10 interchange would divert some through traffic traveling eastbound on I-10 [west of US 29/SR 95] to northbound US 29/(SR 95) onto the new Beulah Beltway facility alleviating some of the congestion that may be responsible for the increasing number of crashes.

Plan Consistency

*For a complete understanding of how the proposed project would address particular transportation needs in Escambia County, it is necessary to comprehend the overall land use and transportation planning goals of the County. Because of the number of planning documents that are applicable to the proposed project, **Table 2-4** has been created to summarize the principal needs or goals expressed in these reports that would be addressed by the proposed project. Summaries of the planning documents and their connection to the proposed project have been provided in **Appendix A of the Approved Methodology Memorandum in Appendix A**.*

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Figure 2-6 Crashes per 1,000 AADT 2010

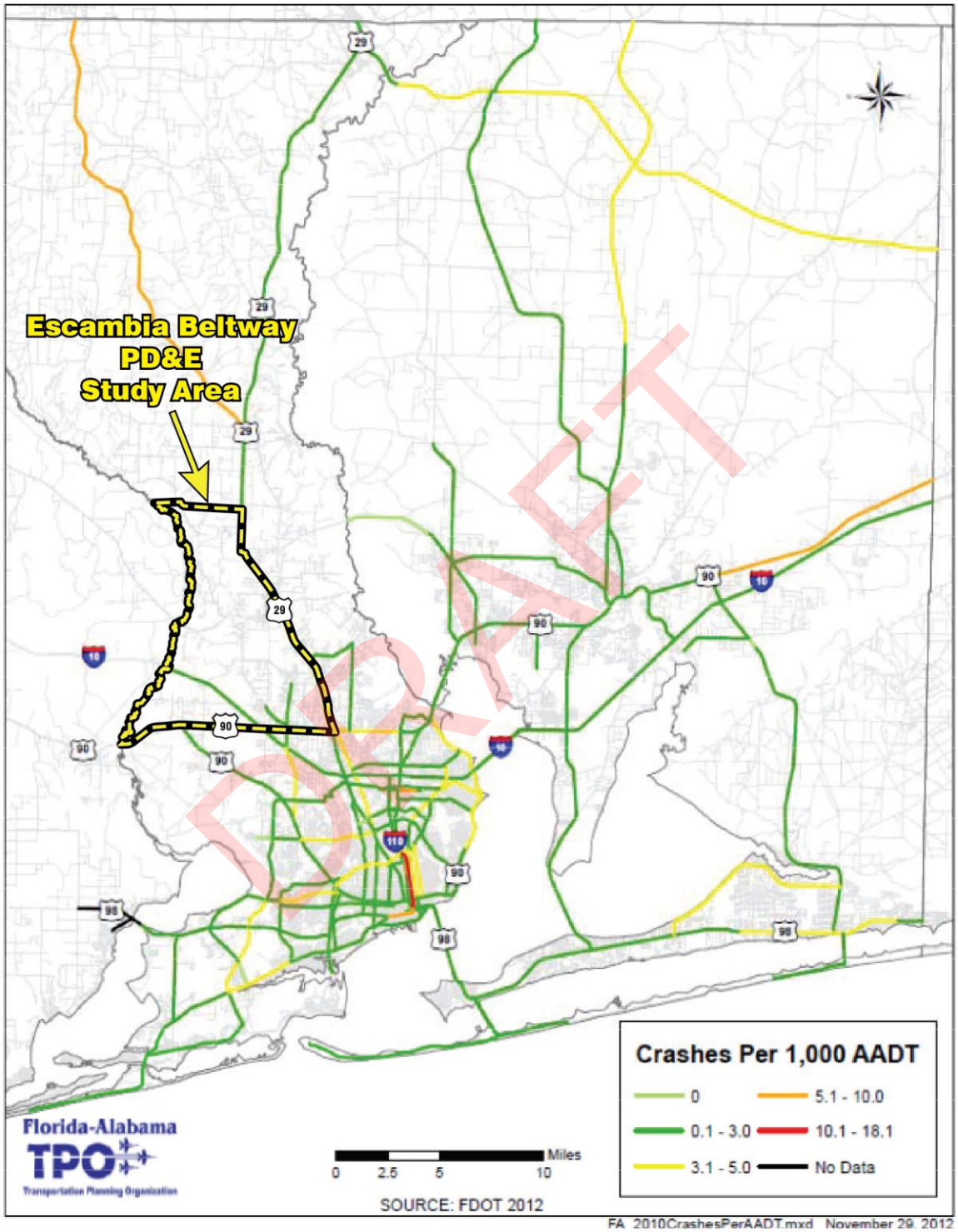


Figure 2-7 Changes in the Number of Crashes on CMP Road Segments, 2005-2010

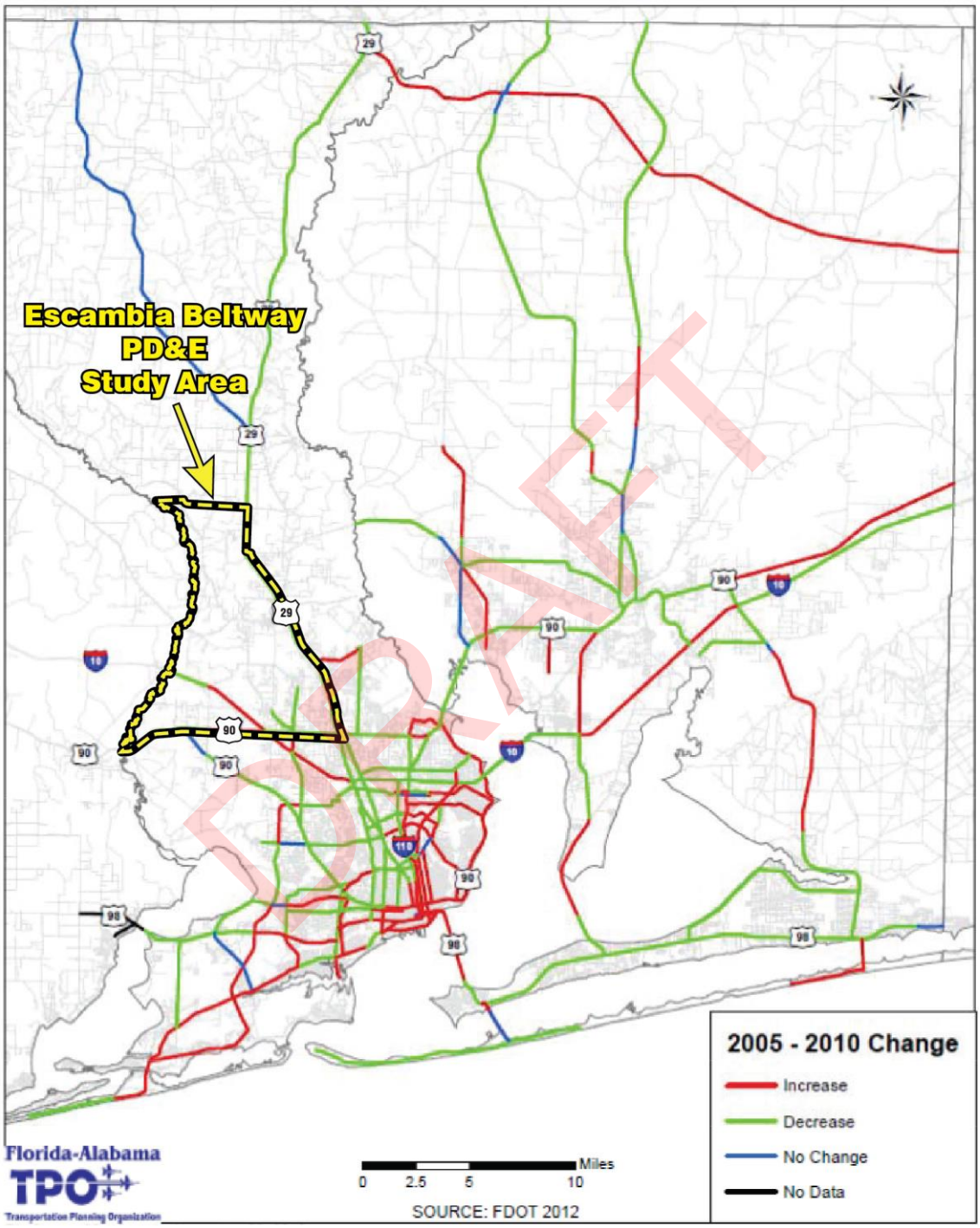


Table 2-4 Summary of Area Needs Identified in Planning Documents Addressed by the Proposed Project

Planning Document	Area Needs							
	Regional Connectivity	Capacity	Transportation Demand	Economic Development	Modal Relationships	Relief to Parallel Facilities	Hurricane Evacuation	*Safety/Crash Rates*
2060 Florida Transportation Plan	X	X	X	X	X	X	X	X
Florida's Strategic Intermodal System Strategic Plan	X	X	X	X	X	X	X	X
Florida Alabama TPO 2035 LRTP	X	X	X		X	X	X	X
Florida-Alabama TPO TIP*	X	X	X					X
Regional Freight Network Plan	X	X	X	X	X			X
Florida Alabama TPO Congestion Management Process Plan (2013)		X	X		X	X		X
Escambia County Comprehensive Plan 2030	X	X	X	X	X		X	X
Mid-West Escambia County Optional Sector Plan & DSAPS	X	X	X	X	X		X	X
Pensacola Inland Port Intermodal Terminal Feasibility Study			X	X	X			
NWFTCA Master Plan (2013)	X	X	X			X	X	
Escambia-Santa Rosa Beltway Toll Feasibility Study			X					
Statewide Regional Evacuation Study Program, West Florida Region							X	

**Although the project is not currently shown in the TIP, coordination with Florida Alabama TPO is occurring to include the project in the TIP. This will be addressed prior to the conclusion of the PD&E study.*

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3. ALTERNATIVE CORRIDOR DEVELOPMENT

*Seven corridors were originally developed using engineering criteria, information on study area conditions, and LSM (**Appendix B** of the Methodology Memorandum in Appendix A of this report). The seven original corridors were screened and commented upon by the ETAT during the ETDM Programming Screen. The comments provided were used in the evaluation of the proposed corridors that are described in Section 4.0.*

3.1 Data Collection

*Information on the study area was derived from various Geographical Information System (GIS) datasets within the Florida Geographical Data Library (FGDL), the Northwest Florida Water Management District (NWFWMD), the Florida Department of Environmental protection (FDEP), the Florida Natural Areas Inventory (FNAI), the Federal Emergency Management Agency (FEMA), the Florida Fish and Wildlife Conservation Commission (FFWCC), and Escambia County data sources. Field and literature reviews were also performed to verify key corridor constraints. The GIS data layers used in the development of the LSM, are listed in **Table 3-1**.*

3.2 Land Suitability Mapping

This use of the LSM tool is intended to be a supplement to the ETDM Environmental Screening Tool (EST) GIS analysis. The EST does not always capture all of the available data, such as local area-specific conservation plans, which in some instances may represent a significant resource for avoidance in the study area. However, datasets included in the EST were also utilized in the LSM analysis and, ultimately, this analysis is to be considered an additional aid for the ETAT's review of the project.

*The LSM process utilizes GIS databases containing information on sensitive resources to layout corridor alignments that are an optimal fit for the study area. By identifying the locations of the most-sensitive social, cultural, natural and physical environmental resources, corridors can be designed to minimize involvement with these resources within the limits of engineering criteria. **Figures 3-2 through 3-5** show the locations of areas of constraint or sensitive resources for which involvement was minimized or avoided. In addition, the LSM tool is used to analyze the extent of each corridor's involvement with sensitive resources.*

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Table 3-1 GIS Data Layers

GIS Layer	Source	Date
Social Environment Data Layers		
Florida Fire Stations	Florida Division of Emergency Management (FDEM)	2013
Religious Center Facilities in Florida	FGDL	2015
Cemeteries in Florida	FGDL	2015
Correctional Facilities in Florida	FGDL	2013
Florida Public and Private Schools	FGDL	2012
Social Service Centers	FGDL	2008
Cultural Centers in Florida	FGDL	2015
Florida Law Enforcement Facilities	FGDL	2012
Florida Hospitals	FGDL	2013
Local, State, and Federal Government Buildings in Florida	FGDL	2012
Physical Environment Data Layers		
United State Environmental Protection Agency (USEPA) Resource Conservation and Recovery Act (RCRA) Regulated Facilities in Florida	USEPA	2013
Solid Waste Facilities in Florida	FDEP	2015
Storage Tank Contamination Monitoring in Florida	FDEP	2016
Super Act Risk Sources in Florida	Florida Department of Health (FDH)	2011
Brownfield Areas	FDEP (Not in GRID)	2015
USEPA Toxic Release Inventory (TRI) – Basic Facility Information in Florida - 2010	USEPA	2010
USEPA Regulated Superfund/National Priority List Sites in Florida	USEPA	2013
Cultural Resources Data Layers		
Existing Trails in Florida	FGDL	2015
Escambia County Parks	Escambia County	2016
Florida Parks and Recreational Facilities	FGDL	2015
Historic Resource Groups	State Historic Preservation Officer (SHPO)	2012
Historic Bridges	SHPO	2016
Historic Structure Locations	SHPO	2016
Historic Cemeteries	SHPO	2016
Florida Master Site Files (FMSF) Archaeological Sites	SHPO	2012
Natural Environment Data Layers		
Wetlands (Interpretation)	Atkins	2012
Digital Flood Insurance Rate Maps (DFIRM) Floodplains	FEMA	2015
FNAI Elemental Occurrence Data	FNAI	2012
Florida Managed Areas	FNAI	2012
GreenLinks	USFWS	2014
Black Bear Roadkills in Florida	FFWCC	2013
Black Bear Nuisance Reports in Florida	FFWCC	2013
Outstanding Florida Waters (OFW)	FDEP	2015
Impaired Waters	FDEP	2014
Wading Bird Rookery Surveys	FFWCC	2007
Surface Water Classes	FDEP	2011
Mitigation Banks	FDEP	2008
National Hydrography Dataset (NHD) Waterbodies	United States Geological Survey (USGS)	2013
NHD Area	USGS	2010

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Figure 3-1 Social Resources

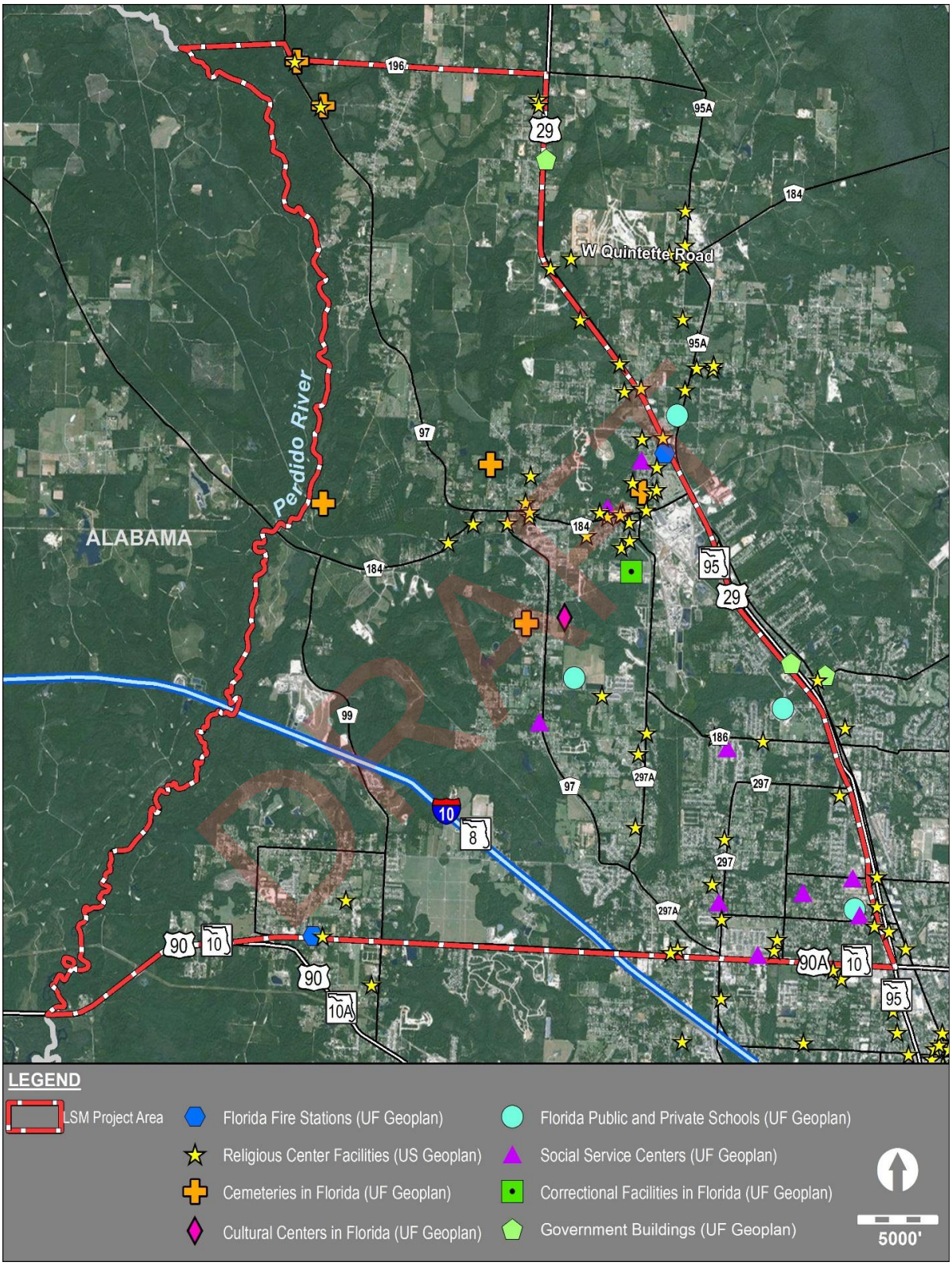
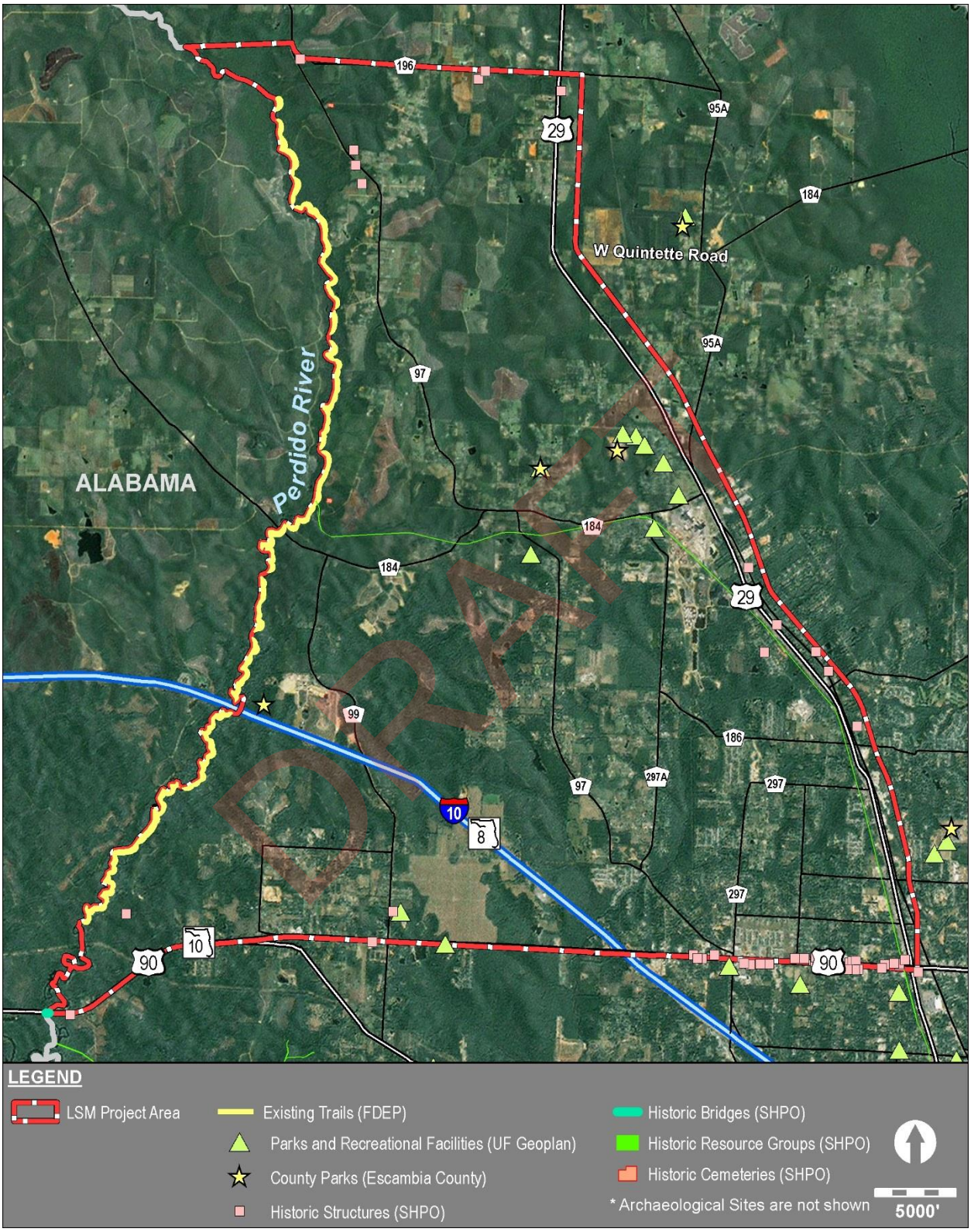


Figure 3-2 Cultural Resources



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Figure 3-3 Natural Resources (Wetlands and Floodplains)

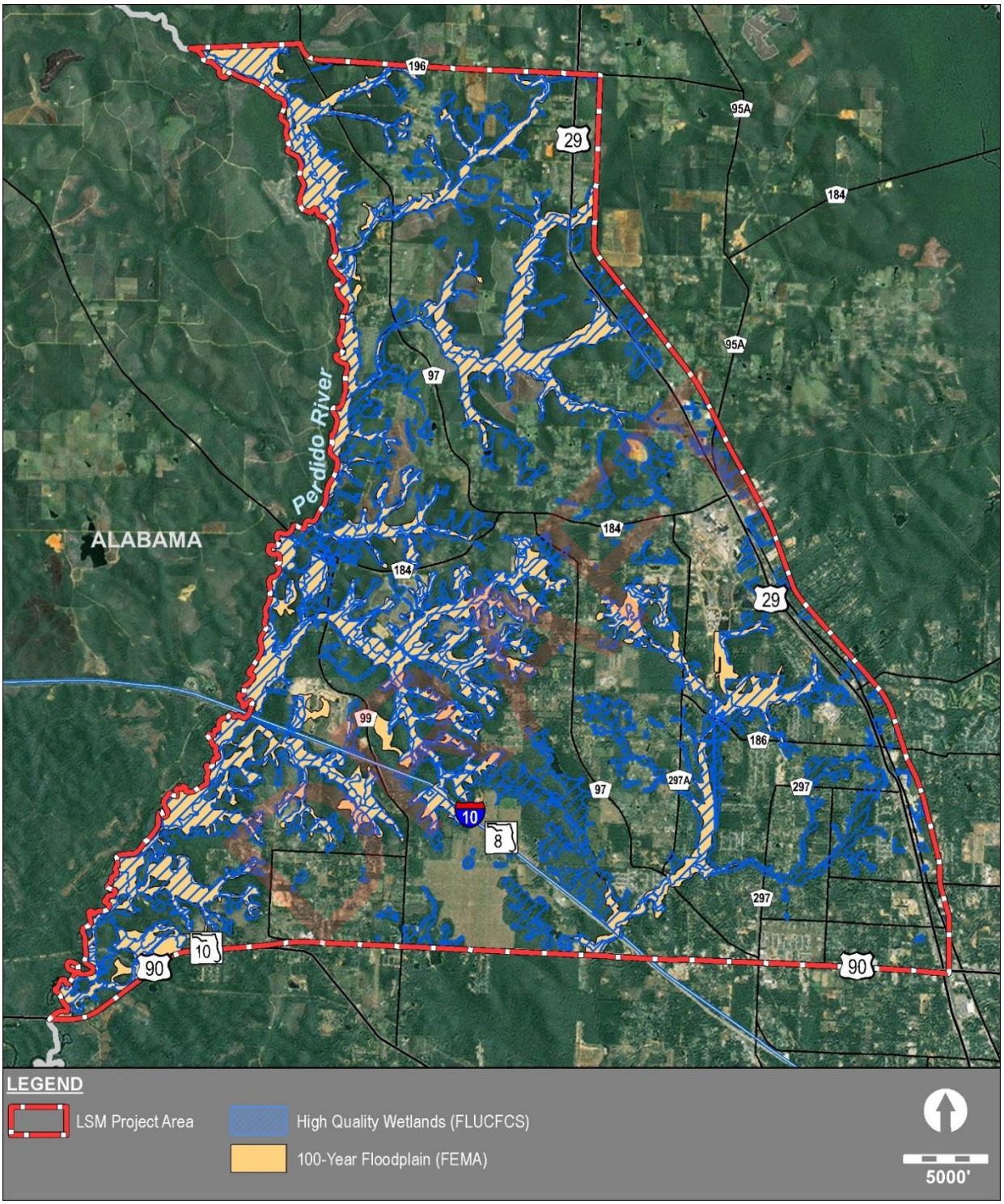


Figure 3-4 Natural Resources (Conservation and Mitigation)

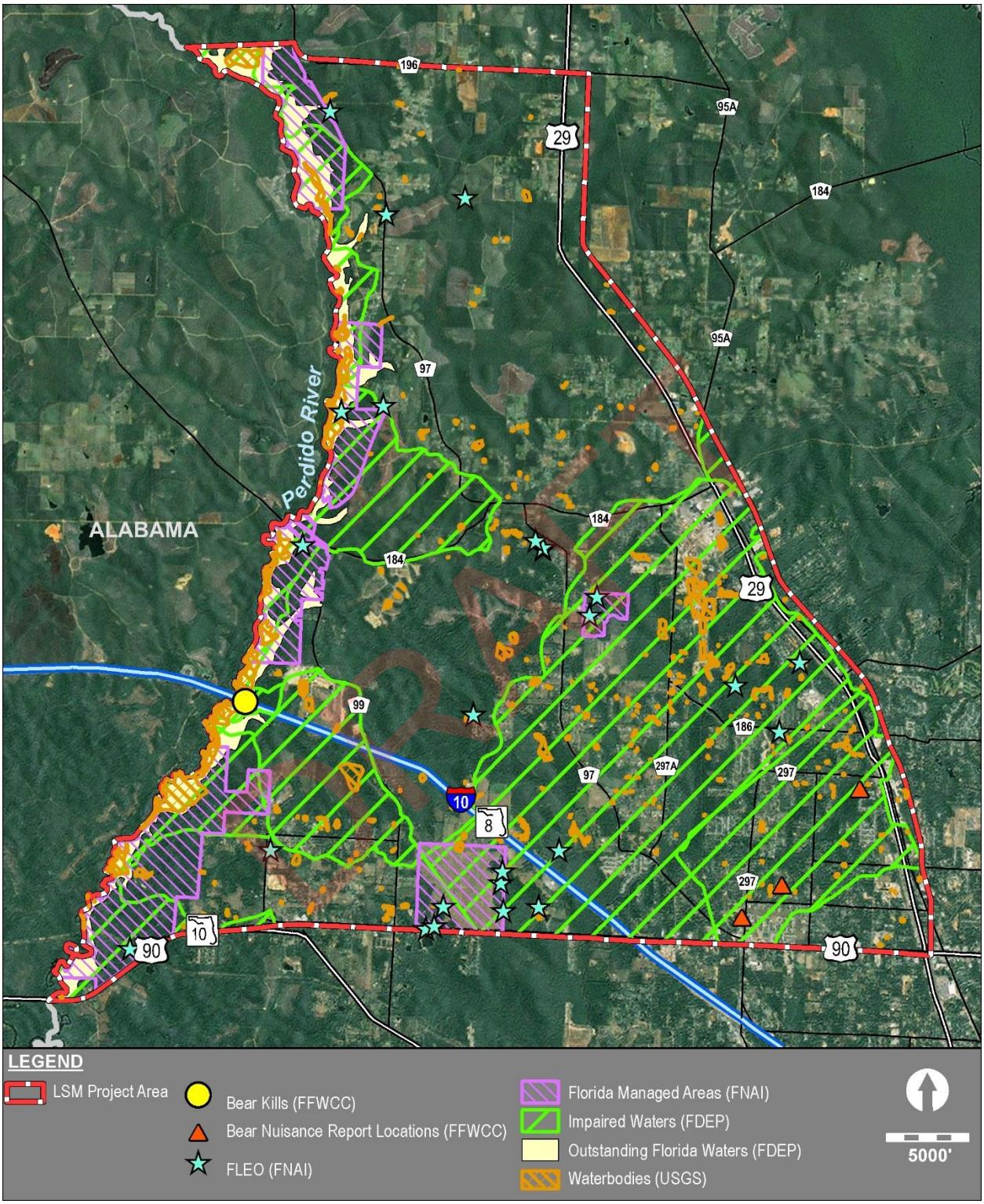
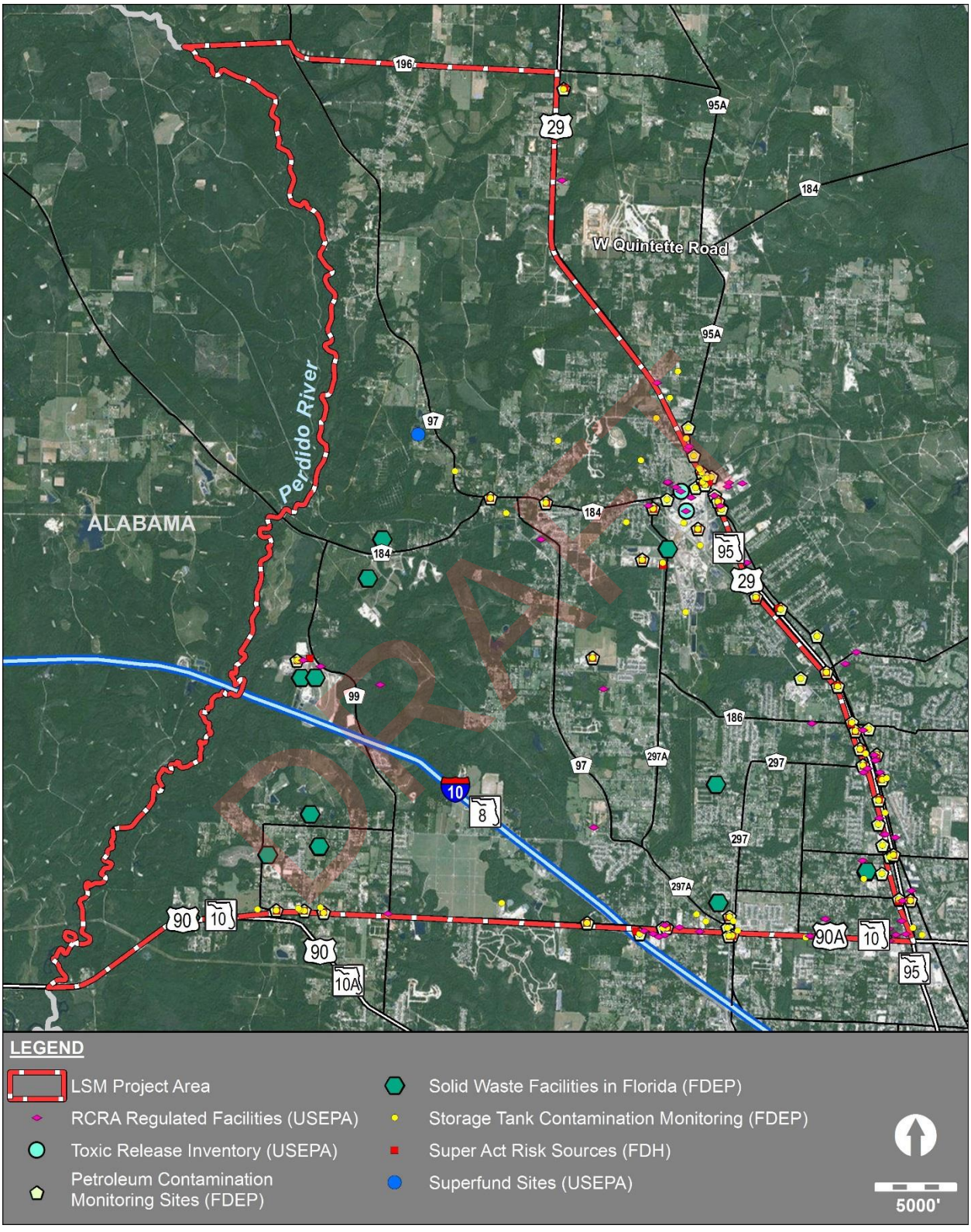


Figure 3-5 Physical Features



3.3 Design Criteria

*Appropriate engineering design criteria (shown in **Table 3-2**) were utilized in the development of the alternatives for the proposed project in the design year. Since the proposed improvements are a County-sponsored project, County requirements for a limited access arterial roadway were used. However, should the State take over the facility in the future, it is possible that variances from State criteria may be required. The County requirements are based on the Escambia County Land Development Code (LDC) and the FDOT "2013 Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways" (also known as the Green Book). The State requirements are from the FDOT "2016 Plans Preparation Manual", Volumes 1 and 2. **Table 3-2** summarizes the County and State requirements for Segment 1 of the project and **Table 3-3** summarizes the County and State requirements for Segment 2 of the Project, which utilizes the rural high speed typical section.*

Table 3-2 County and State Design Criteria for Segment 1

Design Element	FDOT Design Standard	FDOT Source/Justification
Functional Classification	Arterial	FDOT
Design Year	2040	
Design Speed	45 mph	Plans Preparation Manual (PPM) Vol. 1, Table 1.9.1
Access Class	5	PPM Vol. 1, Table 1.8.2
Construction Type (New, Retro, Mod)	New	County Determined
Right-Of-Way Width	104 ft	Based on FDOT Typical and Slope ties
Roadway Typical Section Type	Urban	Determined with
Number of Lanes	4	Based on Future Growth
Connection Spacing	440 ft	PPM Vol. 1, Table 1.8.2
Median Opening Spacing-Directional	660 ft	PPM Vol. 1, Table 1.8.2
Median Opening Spacing-Full	1320 ft	PPM Vol. 1, Table 1.8.2
Signal Spacing	1320 ft	PPM Vol. 1, Table 1.8.2
Horizontal Alignment		
Max Deflection w/o Horizontal Curve	01°00'00"	PPM Vol. 1, Table 2.8.1a
Length of Horizontal Curve	15v	PPM Vol. 1, Table 2.8.2a
Max Curvature (e max = 0.10)	8°15'	PPM Vol. 1, Table 2.8.3
Max Curvature (Normal Cross Slopes -0.02)	0°45' e=0.10, 2°45' e=0.05	PPM Vol. 1, Table 2.8.4
Max Superelevation	0.05	PPM Vol. 1, Section 2.9
Min Radii (e max = 0.10)	6878	PPM Vol. 1, Section 2.9.1
Transition Slope Rate (1:d)	1:200	PPM Vol. 1, Table 2.9.3
Horizontal Clearance (From Bridge Piers)	4 ft	PPM Vol. 1, Table 4.2.3
Clear Zone	4 ft	PPM Vol. 1, Table 4.2.1
Vertical Alignment		
Max Grade	6.0%	PPM Vol. 1, Table 2.6.1 (flat terrain)
Min Grade	0.3%	PPM Vol. 1, Table 2.6.4
Min. Distance between Vertical Point of Intersection (VPI's)	250 ft	PPM Vol. 1, Table 2.6.4
Max Change in Grade w/o Vertical Curve	0.70	PPM Vol. 1, Table 2.6.2

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Design Element	FDOT Design Standard	FDOT Source/Justification
Roadway Base Clearance above Design High Water (DHW)	1 ft	PPM Vol. 1, Table 2.6.3
Min Stopping Sight Distance (Grades ≤2.0%)	360 ft	PPM Vol. 1, Table 2.7.1
Min Stopping Sight Distance (Grades 3.0%)	378 ft	PPM Vol. 1, Table 2.7.1
Min K for crest curve	98	PPM Vol. 1, Table 2.8.5
Min K for sag curve	79	PPM Vol. 1, Table 2.8.6
Min L for Vertical Curve	L=K x A	PPM Vol. 1, Table 2.8.5/2.8.6
Min Vert clearance (roadway over roadway)	16.5 ft	PPM Vol. 1, Table 2.10.1
Min Vert clearance (roadway over railroad)	23.5 ft	PPM Vol. 1, Table 2.10.1
Cross Section		
Lane Width	11 ft	PPM Vol. 1, Table 2.1.1
Median Width	22 ft	PPM Vol. 1, Table 2.2.1
Auxiliary Lane Width	11 ft	PPM Vol. 1, Table 2.1.1
Pavement Cross Slope	2%	PPM Vol. 1, Section 2.1.5, Figure 2.1.1
Max. change in x-slope	4%	PPM Vol. 1, Section 2.1.5, Figure 2.1.1
Border Width	12 ft	PPM Vol. 1, Table 2.5.2
Bicycle Lane	7 ft	PPM Vol. 1, Table 2.1.2
Pedestrian Features	6 ft adjacent to curb	PPM Vol. 1, Section 8.3.1

References:

1. The Florida Department of Transportation Plans Preparation Manual (PPM, Dated January 2017).
2. American Association of State Highway Transportation Officials (AASHTO): A Policy on Geometric Design of Highways and Streets (2011)

Table 3-3 County and State Design Criteria for Segment 2

Design Element	FDOT Design Standard	FDOT Source/Justification
Functional Classification	Freeway/Expressway	FDOT
Design Year	2040	
Design Speed	70 mph	PPM Vol. 1, Table 1.9.1
Access Class	1	PPM Vol. 1, Table 1.8.1
Construction Type (New, Retro, Mod)	New	New Alignment
Right-Of-Way Width	225 ft (300 ft standard)	PPM Vol. 1, 2.14.1
Roadway Typical Section Type	Rural	Based on FDOT Typical and Slope ties
Number of Lanes	4	Based on Full Build Out
Interchange Spacing	3 miles	PPM Vol. 1, Table 1.8.1
Horizontal Alignment		
Max Deflection w/o Horizontal Curve	00º45'00"	PPM Vol. 1, Table 2.8.1a
Length of Horizontal Curve	30v	PPM Vol. 1, Table 2.8.2a
Max Curvature (e max = 0.10)	3º00'	PPM Vol. 1, Table 2.8.3
Max Curvature (Normal Cross Slopes -0.02)	0º15' e=0.10	PPM Vol. 1, Table 2.8.4
Max Superelevation	0.10	PPM Vol. 1, Section 2.9
Transition Slope Rate (1:d)	250	PPM Vol. 1, Table 2.9.3
Median Crossovers/ Emergency Spacing	3 m, >1.5m from interchange	PPM Vol. 1, Section 2.14.4

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Design Element	FDOT Design Standard	FDOT Source/Justification
Horizontal Clearance (From Bridge Piers)	36	PPM Vol. 1, Section 4.4.5.4
Clear Zone	36	PPM Vol. 1, Table 4.2.1
Vertical Alignment		
Max Grade (interstate)	3.0%	PPM Vol. 1, Table 2.6.1 (flat terrain)
Min Grade	N/A	N/A
Max Change in Grade w/o Vertical Curve	0.20	PPM Vol. 1, Table 2.6.2
Roadway Base Clearance above DHW	3 ft	PPM Vol. 1, Table 2.6.3
Min Stopping Sight Distance (Grades ≤2.0%)	820 ft	PPM Vol. 1, Table 2.7.1
Min Stopping Sight Distance (Grades 3.0%)	861 ft	PPM Vol. 1, Table 2.7.1
Min K for crest curve	506	PPM Vol. 1, Table 2.8.5
Min K for sag curve	206	PPM Vol. 1, Table 2.8.6
Min L for Vertical Curve	L=K x A	PPM Vol. 1, Table 2.8.5/2.8.6
Min Vert clearance (roadway over roadway)	16.5 ft	PPM Vol. 1, Table 2.10.1
Min Vert clearance (roadway over railroad)	23.5 ft	PPM Vol. 1, Table 2.10.1
Cross Section		
Lane Width	12 ft	PPM Vol. 1, Table 2.1.1
Median Width	64 ft interstate, 60 ft other	PPM Vol. 1, Table 2.2.1
Auxiliary Lane Width	12 ft	PPM Vol. 1, Table 2.1.1
Pavement Cross Slope	2%	PPM Vol. 1, Section 2.1.5, Figure 2.1.1
Max. change in x-slope	4%	PPM Vol. 1, Section 2.1.5, Figure 2.1.1
Front Slope	See Table	PPM Vol. 1, Table 4.2.4
Back Slope	See Table	PPM Vol. 1, Table 4.2.4
Transverse Slope	1:10 (Freeway) 1:4 (Others)	PPM Vol. 1, Table 4.2.4
Border Width	94 ft	PPM Vol. 1, Table 2.5.3
Shoulder Width	12 ft	PPM Vol. 1, Table 2.3.1
Bicycle Lane	N/A	N/A
Pedestrian Features	N/A	N/A

References:

1. *The Florida Department of Transportation Plans Preparation Manual (PPM, Dated January 2017).*
2. *AASHTO: A Policy on Geometric Design of Highways and Streets (2011)*

Notes:

**FDOT limited access facilities require 94 feet (Table 2.5.3)*

***The Escambia County Land Development Code (LDC) Appendix A Section 2-1.1 and 5-9.5 states that standard right-of-way shall be 300 feet for Beltways. However, County staff directed that for this project the roadway typical section should be less than 300 feet. FDOT right-of-way width shall be sufficient to allow development of the full cross section, including medians, border widths, and roadside clear zones. Additionally, FDOT will allow the median width to be reduced to 26 feet if a median barrier is installed for all other types of facilities. The reduced median width assumes that no future lanes will be added to the inside median. Since only two lanes will be built initially, the median barrier will not be constructed until the traffic dictates additional lanes be built.*

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3.4 Typical Sections

The proposed project would utilize both rural and urban typical sections, depending on location. The segment south of I-10 which is located in a more developed area, would utilize the urban typical section while the segment north of I-10 is proposed to use a rural typical section.

*Based on the design criteria, the proposed urban typical section for south of I-10 would consist of four 11-foot travel lanes, curb and gutter, 22-foot median, seven foot buffered bicycle lane on both sides, six-foot sidewalks within a minimum right-of-way of 104 feet (**Figure 3-6**). The design speed for this facility is 45 mph.*

*The proposed rural typical section for north of I-10, would consist of four 12-foot travel lanes, with a 24-foot median with barrier wall, ten-foot outside shoulders and drainage swales (**Figure 3-7**). FDOT requires a 94-foot border width for limited access facilities. However, a minimum border width of 40 feet will be used since this is a County project. In the future, if FDOT decides to take ownership of this road, then a design variance will be required. The design speed for this typical section is 70 mph and the minimum right-of-way width is 182-feet. However, to be conservative a standard 225-foot right-of-way has been utilized for this study since topography changes and other roadway design features may require additional right-of-way (i.e. stormwater ditches).*

*Additionally, if the County added a 12-foot multi-use path to one side of the road, then the minimum right-of-way would be 212 feet. The 225-foot right-of-way would accommodate this facility. The roadway typical section with a 12-foot multiuse path is shown in **Figures 3-8**.*

*Because much of the project north of I-10 is on mostly new alignment, it is assumed that the construction of the road would occur in phases, with initial construction of an interim two-lane typical section (**Figure 3-9 without multi-use path and Figure 3-10 with multi-use path**) prior to construction of the ultimate four-lane rural roadway. Because the traffic projections warrant a four-lane roadway in the design year, the analysis of impacts in this document is based on the ultimate four-lane typical section.*

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Figure 3-6 Urban Four-Lane Typical Section (south of I-10)

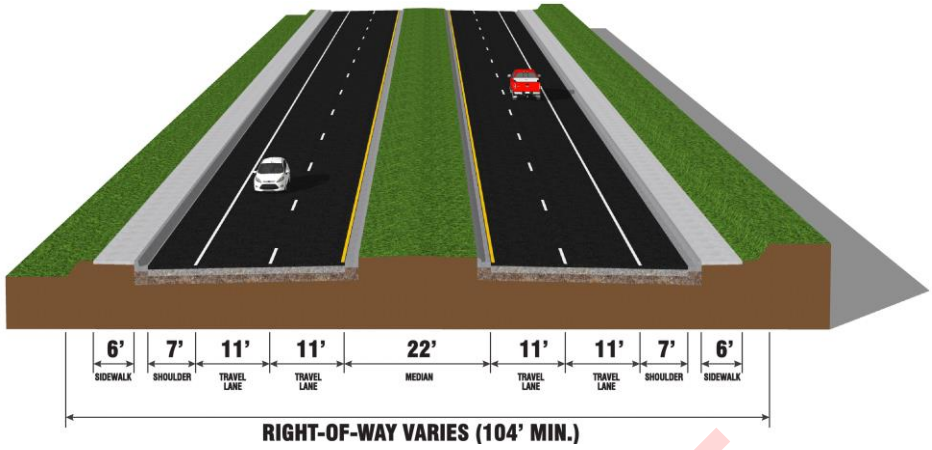


Figure 3-7 Rural Four-Lane Typical Section (north of I-10)

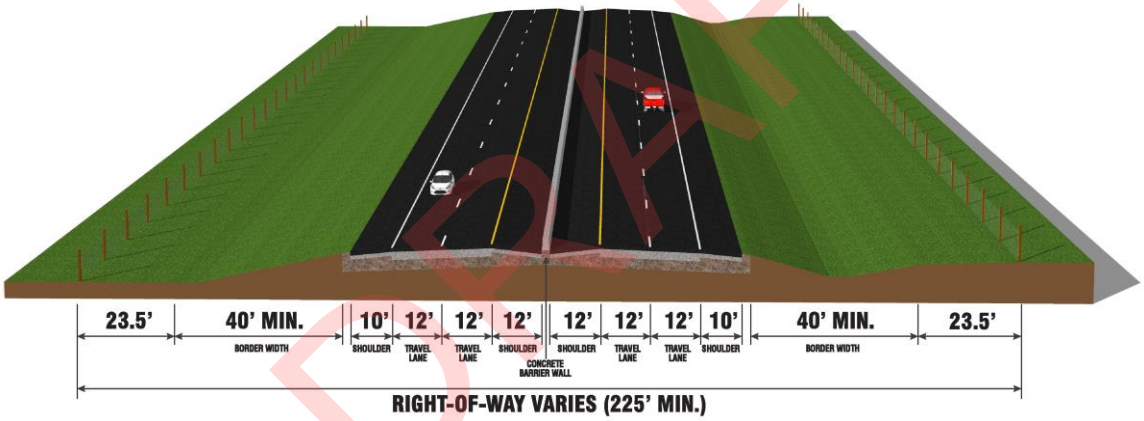
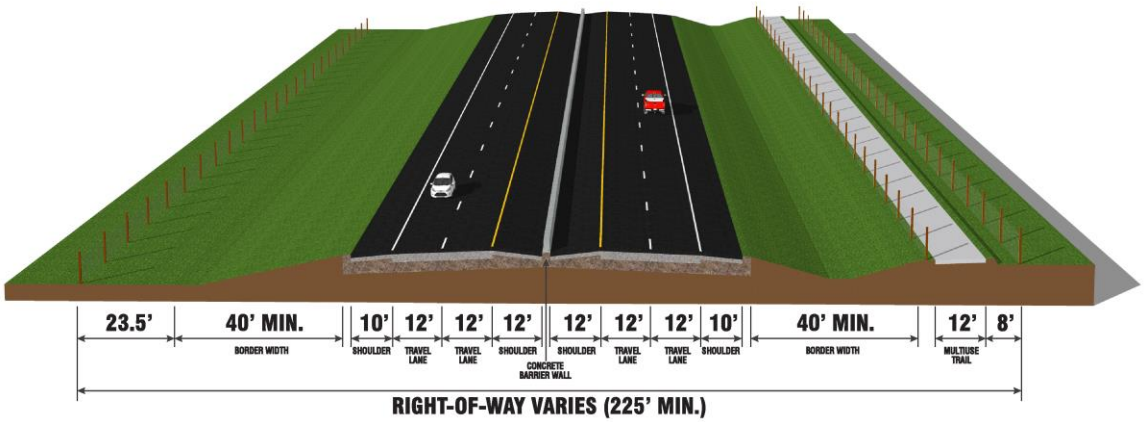


Figure 3-8 Rural Four-Lane Typical Section (with multi-use path)



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Figure 3-9 Interim Rural Two-Lane Typical Section (without multi-use path)

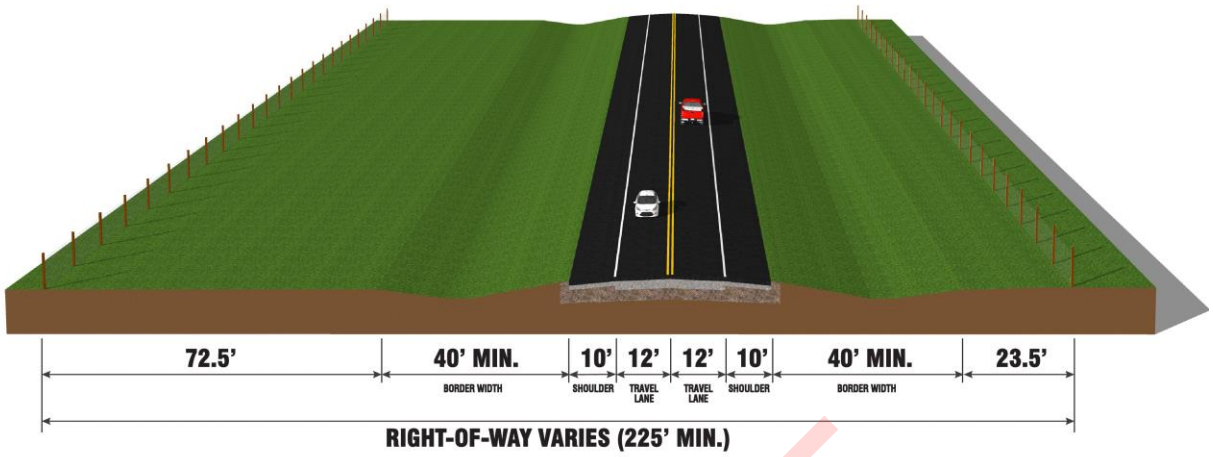
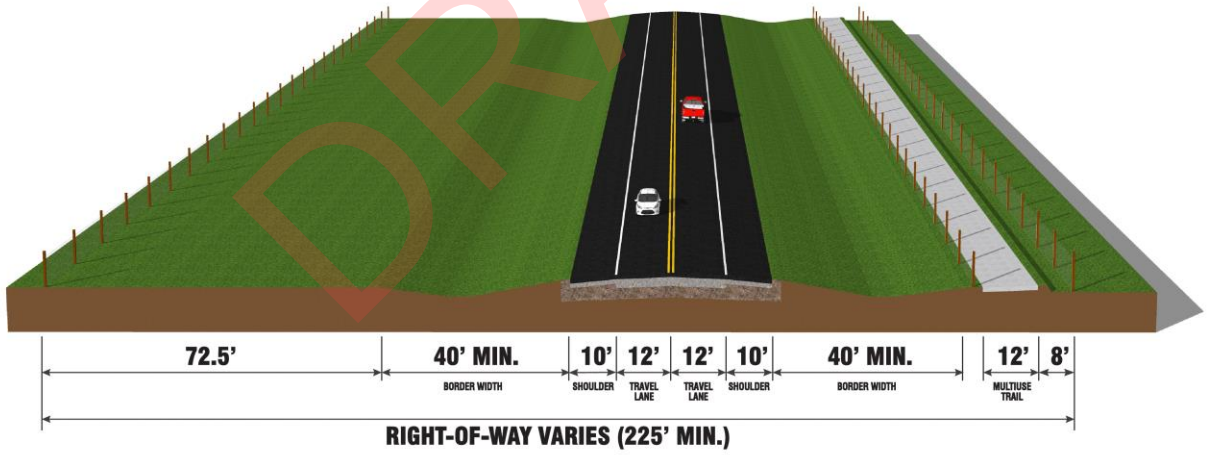


Figure 3-10 Interim Rural Two-Lane Typical Section (with multi-use path)



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4. ALTERNATIVE CORRIDORS CONSIDERED

Using the LSM methodology, alternative corridors generally 1,000 feet in width were developed. In a few instances, the width was reduced for a relatively short distance in order to avoid a constraint. Use of a 1,000-foot wide corridor was selected to allow for further reduction in impacts during the development of alignments in the PD&E phase.

4.1 Alternative Corridor Description

*The Beulah Beltway alternative corridors are shown together in **Figure 4-1** and separately in **Figure 4-2**. All alternative corridors would utilize the existing Beulah Road alignment for the first 1.4 miles after which the corridors utilize various combinations of existing and new alignments to connect with US 29/SR 95. The alternative corridors are described generally, as follows:*



***Alternative Corridor 1**: Generally travels along CR 99 (Beulah Road) to CR 184 (Muscogee Road) then along River Annex Road to CR 97 (Jacks Branch Road). From CR 97 (Jacks Branch Road), Corridor 1 continues north before turning east near CR 196 (Barrineau Park Road) to intersect US 29/SR 95 at the project's northernmost terminus in close proximity of the US 29/SR 95/CR 196 (Barrineau Park Road) intersection. The total distance of this alternative corridor is approximately 11.4 miles.*



***Alternative Corridor 2**: Generally travels along CR 99 (Beulah Road) to CR 184 (Muscogee Road) then along River Annex Road to CR 97 (Jacks Branch Road) From CR 97 (Jacks Branch Road), Corridor 2 continues north to intersect US 29/SR 95 approximately one mile south of CR 196 (Barrineau Road) intersection in the vicinity of the Mathison Road intersection with US 29/SR 95. The total distance of this alternative corridor is approximately 10.5 miles.*



***Alternative Corridor 3 (LSM Corridor 3A)**: Generally travels along CR 99 (Beulah Road) to CR 184 (Muscogee Road) then along River Annex Road to CR 97 (Jacks Branch Road). From CR 97 (Jacks Branch Road), Corridor 3 turns east to intersect with US 29/SR 95 between the Mathison Road intersection with US 29/SR 95 and the CR 184 (W. Quintette Road) intersection with US 29/SR 95. The total distance of this alternative corridor is approximately 9.8 miles.*



***Alternative Corridor 4 (LSM Corridor 3B)**: Generally travels along CR 99 (Beulah Road) to CR 184 (Muscogee Road) then along River Annex Road to CR 97 (Jacks Branch Road). From CR 97 (Jacks Branch Road), Corridor 4 continues on the River Annex Road heading before turning east to intersect CR 184 (W. Quintette Road) at US 29/SR 95. The total distance of this corridor is approximately 9.5 miles.*

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***Alternative Corridor 5 (LSM Corridor 4A)**: Corridor 5 (LSM Corridor 4A) diverges from CR 99 (Beulah Road) at Isaac's Lane and follows Isaac's Lane before turning northeast to cross I-10. It continues northeast then north to cross CR 184 (Muscogee Road) near CR 97 (Jacks Branch Road) from whence it veers northeast to intersect US 29/SR 95 about 500 feet south of the CR 184 (W. Quintette Road) intersection with US 29/SR 95). The total distance of this alternative corridor is approximately 8.2 miles, the shortest of all the corridors.*



***Alternative Corridor 6 (LSM Corridor 4B)**: Corridor 6 (LSM Corridor 4B) diverges from CR 99 (Beulah Road) at Isaac's Lane and follows Isaac's Lane before turning northeast to cross I-10. It continues northeast then north to cross CR 184 (Muscogee Road) near CR 97 (Jacks Branch Road) and continues on a northerly heading before turning east to intersect US 29/SR 95 at CR 184 (W. Quintette Road). The total distance of this alternative corridor is approximately 8.8 miles.*



***Alternative Corridor 7 (LSM Corridor 5)**: Corridor 7 (LSM Corridor 5) diverges from CR 99 (Beulah Road) at Isaac's Lane and follows Isaac's Lane north to I-10. From I-10, Corridor 7 continues due north to CR 97 (Jacks Branch Road) where it continues north then east to intersect US 29/SR 95 between the CR 184 (W. Quintette Road) intersection with US 29/SR 95 and the Mathison Road intersection with US 29/SR 95. The total distance of this alternative corridor is approximately 9.7 miles.*

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Figure 4-1 Alternative Corridors

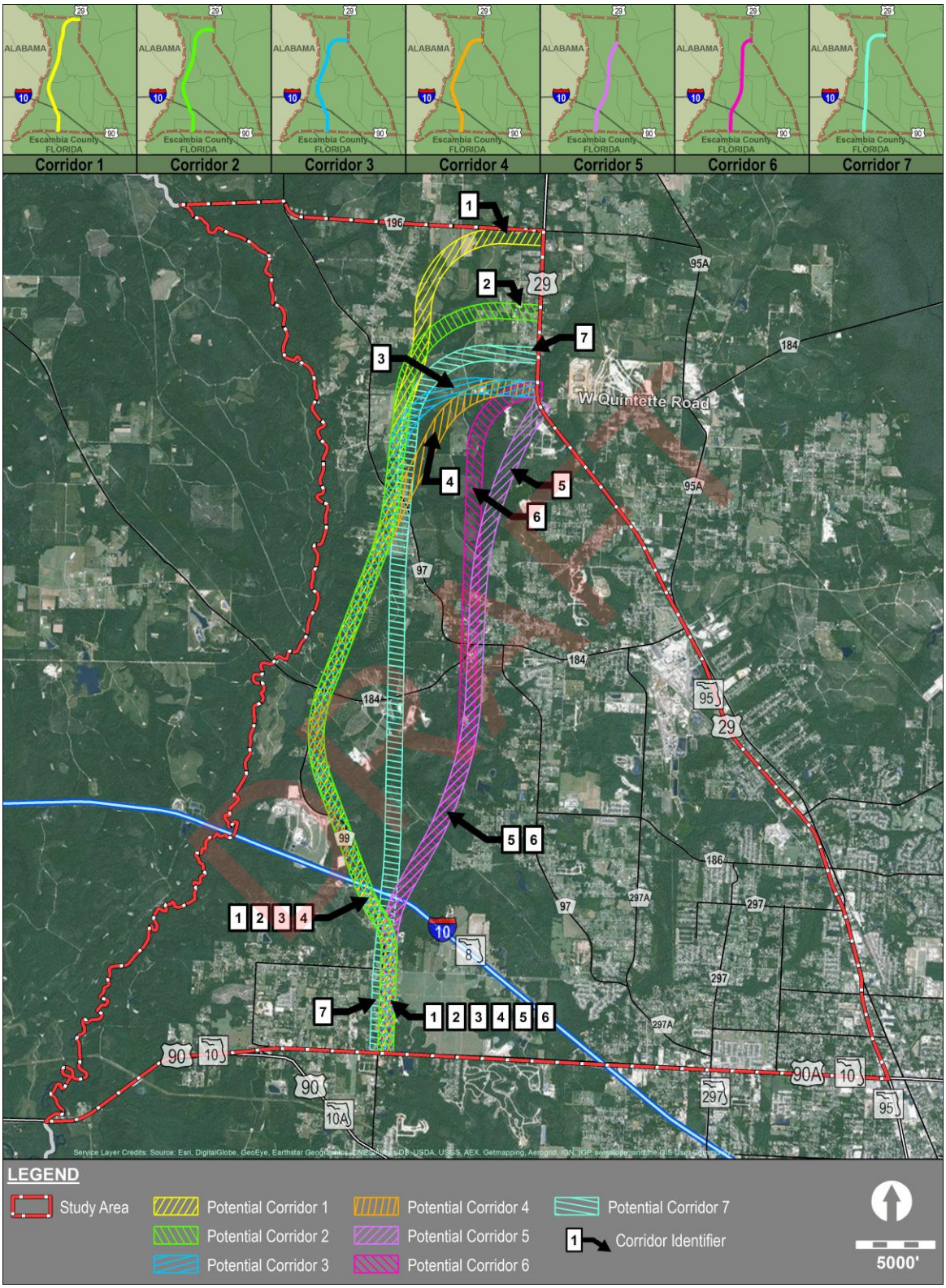


Figure 4-2 Individual Alternative Corridors



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4.2 ETDM Programming Screen Review

Following development of the alternative corridors, the project was entered into the ETDM Programming Screen. The intent of the Programming Screen phase is to identify significant environmental and social issues and to develop a methodology for technical studies to assess and address issues associated with the resources identified as significant prior to the project being programmed in the FDOT five-year work program. The ETDM Programming Screen review for the Beulah Beltway project began during September 2015. During the review period federal, state, and local agencies, known as the ETAT, commented on the project's purpose and need, its potential effect on natural and physical environmental resources, as well as socio-economic, historical and cultural resources (see Section 6.1 for agency comments and Escambia County responses).

As a part of this effort, the ETAT is required to assign degrees of effects for each of the resource areas identified in the ETDM EST. This information is the basis for the Class of Action Determination. ***Figure 4-3*** *provides a summary of the Degree of Effects identified for this project. No resources were assigned Dispute Resolution required.*

The Programming Screen Summary Report, which summarizes the agency comments, was completed for this project in January 2016 and can be found along with more information from the FDOT and the ETAT, at the ETDM public access website (https://etdmpub.fla-etat.org/est/), by searching for project 14059. Responses to agency comments is provided in Section 6.1.1 of this report.

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Figure 4-3 Summary of the ETDM Degree of Effects

	Social and Economic							Cultural			Natural					Physical					
	Land Use Changes	Social	Relocation Potential	Farmlands	Aesthetic Effects	Economic	Mobility	Section 4(f) Potential	Historic and Archaeological Sites	Recreation Areas	Wetlands	Water Quality and Quantity	Floodplains	Wildlife and Habitat	Coastal and Marine	Noise	Air Quality	Contamination	Infrastructure	Navigation	Special Designations
Alternative #1 - Alternative 1 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	4
Alternative #2 - Alternative 2 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	4
Alternative #3 - Alternative 3 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	4
Alternative #4 - Alternative 4 From: US 90A To: SR 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	4
Alternative #5 - Alternative 5 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	3
Alternative #6 - Alternative 6 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	3
Alternative #7 - Alternative 7 From: US 90A To: US 29 *Published: 01/15/2016 Reviewed from 09/18/2015 to 11/02/2015)*	2	4	3	4	2	1	1	3	3	4	4	4	4	4	3	3	2	3	2	2	3

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5. Evaluation of the Alternative Corridors

The evaluation of the alternative corridors requires a comparative analysis of each alternative's involvement with a variety of factors, grouped into evaluation categories, that characterize the relevant issues associated with the project and the study area. These project-specific criteria have been developed based on the result of ETAT comments and public input received during the ETDM screening and initial public outreach efforts. It should be noted, there may be unidentified issues or impacts that emerge during the course of the ACE process. Should this occur, the new issue or impact will be included in the appropriate evaluation category for analysis. There may also be instances where the appropriate measurement for a criterion should be qualitative rather than quantitative (or vice versa). In these instances, either or both measures are provided.

5.1 Evaluation Process

The alternative corridors will be evaluated for their involvement with criteria in six evaluation categories: Purpose and Need; Social Environment; Cultural Resources; Natural Environment; Physical Environment; and Engineering, Cost and Operation. The six evaluation categories contain project-specific criteria (representing issues or resources associated with the project) for which quantitative measures (in most cases) were developed to permit a comparative assessment of the corridors' involvement (positive or negative) with the criteria.

The evaluation process begins with an assessment of each corridor's ability to meet the project's primary purpose and need, followed by an assessment of the corridor's ability to meet the secondary purposes and needs. Any alternative failing to meet the project's purpose and need may be eliminated, with OEM concurrence, and the evaluation process will continue only for those alternatives that meet the project's purpose and need.

All Build Alternatives meet the project's purpose and need and have been evaluated for involvement with the study area environment (social, cultural resources, natural and physical), the project costs, engineering concerns, and the effect the corridors would have on the local roadway network (operation). Quantifiable measures were developed for the criteria that define the evaluation categories in order to compare the alternative corridors' effects. Because some of the criteria have more than one attribute representative of it, those attributes were captured and measured in one of two ways.

When a criterion had more than one attribute, but all the attributes utilized the same unit of measure (i.e. miles, acres, etc.), the corridor's involvement was assessed for each of the criterion's various attributes and the measures totaled to obtain the corridor's involvement with the specific criterion. If a criterion had more than one attribute and the attributes utilized different units of measure, the criterion - attributes were evaluated separately [for example, in Purpose and Need, the criteria for "Modal Interrelationships" includes a measure for transit (miles to proposed commuter rail and bus rapid transit), a measure for bike/ped linkage (number of new connections to existing facilities), and a measure for bike/ped facilities (miles of new facilities)].

Because different units of measurement are needed to fully assess a corridor's involvement with the criteria in each evaluation category, it is not possible to total the actual measurements. Therefore, for

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each criterion, the alternative corridors' involvement with the criteria were determined and then ranked in comparison with the other corridors. A rank of 1 represents the corridor having the best performance (least impact, most benefit, etc.) and the highest rank represents the alternative performing the worst. Alternatives that had equal impact or benefit (alternatives that tied) were ranked the same. When an alternative had no involvement with a criterion, it was assigned a zero. In a few cases, the lack of involvement with the criterion would worsen a situation, in which case the alternative was assigned the highest rank based on the number of corridors being analyzed. Following the evaluation of all the criteria in an evaluation category, the criteria ranking for each corridor was summed to determine the corridor's score for the evaluation category.

***Sections 5.2** (Purpose and Need Evaluation**), 5.3** (Environmental Impacts Evaluation), and **5.4** (Costs, Engineering, and Operations Considerations) that follow, present the quantification of the alternative corridors' involvement with the evaluation categories' criteria. A narrative discussion of each corridor's involvement with study area resources and its costs and engineering considerations is presented in **Section 5.5** and a discussion of the overall comparative assessment of the corridors is provided in **Section 5.6**.*

5.2 Purpose and Need Evaluation

For an alternative to meet the project's primary purpose and need, it is required to provide improved connectivity within portions of Escambia County slated for future development, consistent with the Escambia County Comprehensive Plan. The project must also provide improved external regional connectivity and reduce congestion on US 29/SR 95 at I-10, consistent with the Florida-Alabama TPO LRTP and Regional Freight Network Plan – Highways of Commerce.

To determine an alternative corridor's ability to meet these primary purpose and needs, each alternative corridor was evaluated for how well it would provide internal and external connectivity. Internal connectivity was determined by the number of connections that would be provided between I-10 and existing or proposed internal roads and the provision of a connection between CR 97 (Jacks Branch Road) with US 29/SR 95. The internal roads utilized in this analysis were the proposed Well Line Road extension, the proposed Kingsfield Road extension, CR 184 (Muscogee Road), and CR 97 (Jacks Branch Road).

External connectivity was determined by the provision of a new connection between I-10 and US 90A/SR 10 (W, Nine Mile Road) and between I-10 and US 29/SR 95. Each alternative corridor was also evaluated for the potential to provide a connection to a potential new northbound route utilizing the northbound Chestnut Road alignment north of CR 195 (Barrineau Park Road) by measuring the distance of each corridor's alignment from the intersection of Chestnut Road and CR 195 (Barrineau Park Road).

In addition, each alternative corridor was evaluated for the satisfaction of the following secondary needs or purposes:

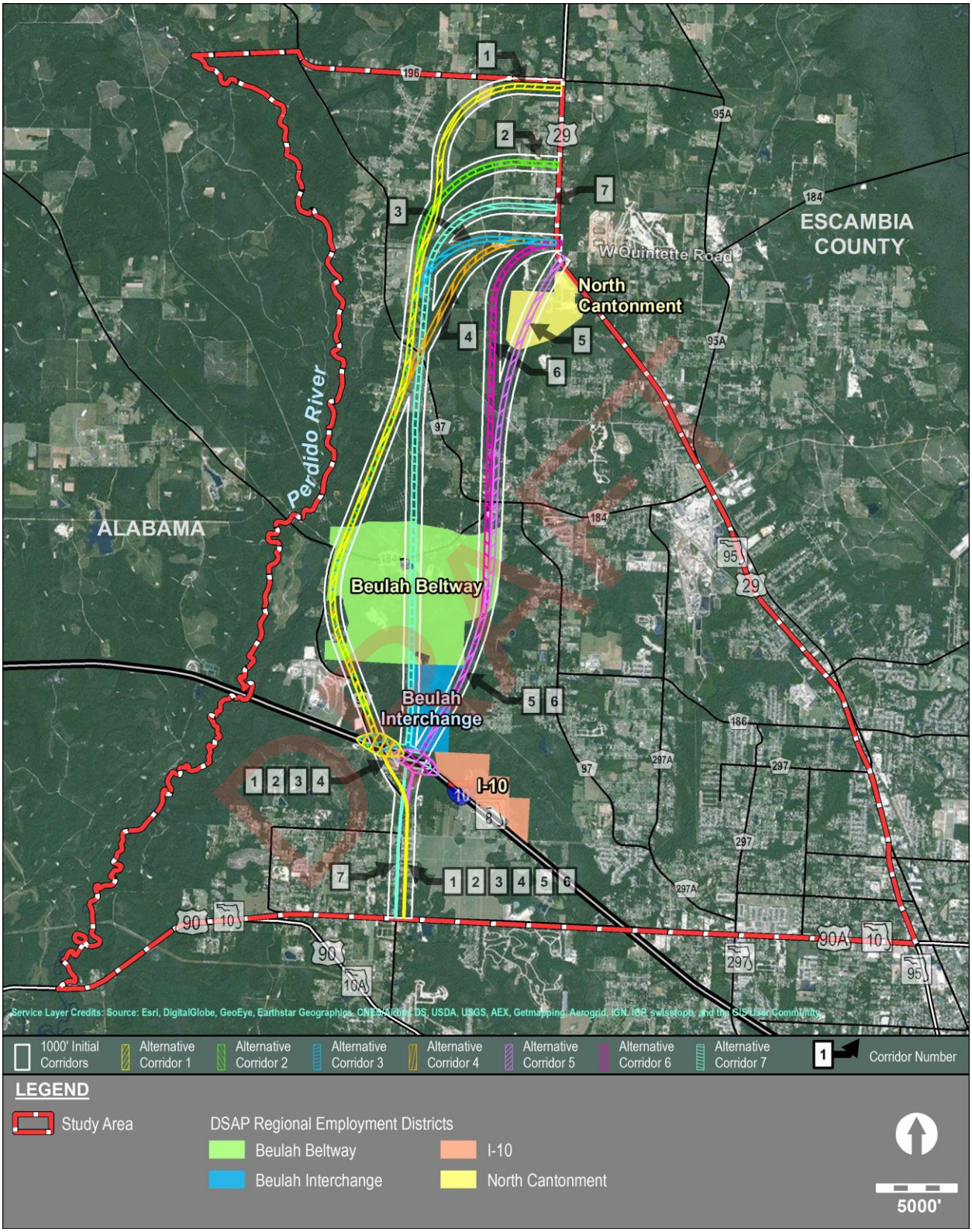
- *Capacity/Transportation Demand – improved traffic congestion and enhanced traffic operations was determined by the improved AADT/LOS that would be provided on SR 10 (US 90A/Nine Mile Road) from Beulah Road to I-10; on Pine Forest Road from I-10 to Nine Mile Road; and on US 29/SR 95 from I-10 to Nine Mile Road.*

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- *Economic Development – measured in two ways: 1) by an alternative corridor's distance from the proposed RTC, shown in the "*Mid-West Escambia DSAP" (***Figure 1-2***) *and 2) by the number of proposed Regional Employment Districts intersected by an alternative corridor* ***(Figure 5-1)****. For purposes of this analysis, the Regional Employment Districts have been designated thus: I-10 employment district (located north of I-10 between Devine Farm Road to W. Kingsfield Road), Beulah Interchange employment district (from the new I-10 interchange to W. Kingsfield Road), Beulah Beltway employment district (along Beulah Beltway from the proposed extension of W. Kingsfield Road to north of CR 184 [Muscogee Road]), and North Cantonment employment district (west of and along US 29 [SR 95] between Swift Creek Drive and Petty Drive).*
- *Modal Interrelationships (transit) – measured in two ways: 1) promotion of transit service was measured by the distance an alternative corridor would be from the planned commuter rail/bus rapid transit systems to be located within the proposed RTC, and 2) by the miles of shared use alignment between the proposed Beulah Beltway and the commuter rail/bus rapid transit system.*
- *Modal Interrelationships (bike/ped linkage) – improved bike/ped connectivity was measured by the number of new bike/ped connections to the existing bike/ped network.*
- *Modal Interrelationships (bike/ped facilities) – improved modal relationships was measured by measured by the miles of new bike/ped facilities to be provided within the study area.*
- *Congestion Relief on Other Roadways – There would be no difference among the alternative corridors in terms of congestion relief. What is shown is that there would be an improvement in congestion on some of the existing roads in the study area in 2040 with the Build condition over the 2040 No Build condition, measured in terms of AADT/LOS. In some instances, the LOS is the same for both the Build and the No Build but the AADT shows an improvement even though the LOS does not change.*
- *Hurricane Evacuation – all corridors provide an alternate evacuation route, but the determination of how well a corridor would enhance evacuation was based on how far north on US 29/SR 95 the project's northern terminus would be from the US 90A (W. Nine Mile Road) intersection with US 29/SR 95 [the further north the intersection of the Beulah Beltway with US 29/SR 95, the greater the enhancement in hurricane evacuation].*
- *Safety – improved roadway safety enhancement was measured by the miles of existing road improved by the use of the existing road alignment in the alternative corridor.*
- *Plan Consistency – the proposed project is included in the "*Escambia County Comprehensive Plan" (Mid-West Escambia Sector Plan)*, the "*FATPO LRTP" *and the "*NWFTCA Master Plan (2013)" *and is therefore consistent with the area's local and regional transportation and comprehensive plans. How well an alternative corridor complied with these plans was measured in two ways: 1) the number of new connections provided between I-10 and future developments and 2) by how close the Beulah Beltway's northern terminus comes to the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway Connector) terminus at US 29.*

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Figure 5-1 Corridor Involvement with Regional Employment Districts



The aforementioned factors are the criteria which describe the purpose and need for the project and the proposed project-specific measures for assessing how well an alternative meets each criterion. ***Table 5-1*** *shows the purpose and need evaluation criteria and method of measurement for the comparison of alternative corridors.*

Purpose and Need Evaluation Summary

All alternative corridors meet the purpose and need for the project to varying degrees. In regards to the primary purpose and need, all corridors connect I-10 to US 90 (SR 10A/W. Nine Mile Road) and to US 29/SR 95, the primary difference between corridors is their proximity to a potential future external route. All corridors also connect to existing and proposed interior roads, the only difference being that Corridors 5 and 6 would provide a connection to the proposed Well Line Road extension, while the other alternatives do not.

There is no distinction among the corridors for the secondary criteria capacity/transportation demand and congestion relief on other roads.

For the economic development criterion, Corridors 5 and 6 perform best, followed by Corridor 7. Corridors 1-4 performed the same for enhancing economic development.

For the multimodal criterion, Corridors 5 and 7 performed best overall, and in sharing their alignment with the proposed commuter rail/Bus Rapid Transit system. They did not score as well in providing bicycle and pedestrian connections.

Corridors 1, 2, and 7 performed best in enhancing hurricane evacuation primarily due to their connections with US 29/SR 95 being further north.

Corridors 2 and 3 provide more improved motorist safety based on the length of existing roads that would be improved due to their incorporation into the Beulah Beltway.

While all corridors are consistent with transportation plans, Corridors 3 and 4 ranked better than the other alternatives primarily due to their terminus at US 29/SR 95 matching up with the proposed western terminus of the Escambia Santa Rosa Beltway (Outer Beltway).

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Table 5-1 Purpose and Need Evaluation Category Criteria

PRIMARY AND SECONDARY PURPOSE AND NEED	EVALUATION CRITERIA	EVALUATION MEASURE	ALTERNATIVE CORRIDORS													
			Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
			Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Primary Purpose and Need	Regional Connectivity (External)	New connection between I-10 and US 29	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		New connection between US 90A and I-10	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
	Regional Connectivity (Potential External)	Miles Beltway from intersection of Chestnut Road and CR 196 (Barrineaur Park Road)	0.3	1	1.1	2	2.0	4	2.1	5	2.4	7	2.1	5	1.6	3
		External Connections Total Rank		**3**		**4**		**6**		**7**		**9**		**7**		**5**
	Regional Connectivity (Internal)	Connects I-10 to Well Line Road ext.***	N	3	N	3	N	3	N	3	Y	1	Y	1	N	3
		Connects to proposed Kingsfield Road ext.***	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Connects I-10 with CR 184 (Muscogee Road)	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Connects I-10 with CR 97 (Jacks Branch Road)	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Connects CR 97 (Jacks Branch Road) with US 29/SR 95	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Connects I-10 with W. Quintette Road ext.***	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Internal Connections Total Rank		**8**		**8**		**8**		**8**		**6**		**6**		**8**
		Regional Connectivity Total Rank		**11**		**12**		**14**		**15**		**15**		**13**		**13**
Secondary Purpose and Need	Capacity/Transportation Demand	Improved AADT/LOS on US 90A (W. Nine Mile Road) from Beulah Rd. to I-10	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Improved AADT/LOS on Pine Forest Road from I-10 to Nine Mile Road	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Improved AADT/LOS on US 29/SR 95 from I-10 to Nine Mile Road	y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Capacity/Transportation Demand Total Rank		**3**		**3**		**3**		**3**		**3**		**3**		**3**
	Economic Development	Beltway miles from proposed RTC**** to major freight routes	0.4	**2**	0.4	**2**	0.4	**2**	0.4	**2**	0.8	**7**	0.6	**6**	0.2	**1**
		Connections to Proposed Regional Employment Districts														
		- I-10 Employment District	0		0		0		0		1		1		1	
		- Beulah Interchange Employment District	1		1		1		1		1		1		1	
		- Beulah Beltway Employment District	1		1		1		1		1		1		1	
		- North Cantonment Employment District	0		0		0		0		1		1		0	
		Connections to Regional Employment Districts Total and Rank	**2**	**4**	**2**	**4**	**2**	**4**	**2**	**4**	**4**	**1**	**4**	**1**	**3**	**3**
		Economic Development Total Rank		**6**		**6**		**6**		**6**		**8**		**7**		**4**
	Modal Interrelationships (transit)	Miles to future commuter rail/Bus Rapid Transit (BRT) in the RTC****	1.40		1.40		1.40		1.40		0.10		0.10		1.1	
		Miles of shared use alignment with Midwest Sector Plan commuter rail/BRT	0		0		0		0		1.05		1.14		0	
		Modal Interrelationships (transit) Total and Rank	1.40	**4**	1.40	**4**	1.40	**4**	1.40	**4**	1.15	**2**	1.24	**3**	1.10	**1**
	Modal Interrelationships (bike/ped linkage)	Number of new connections to future bike/ped network	5	2	5	2	6	1	6	1	6	1	6	1	5	2
		Miles of future shared bike/ped facilities	3.6	1	3.6	1	3.6	1	3.6	1	1.4	2	1.4	2	1.4	2
		Modal Interrelationships (bike/ped facilities) Rank		**3**		**3**		**2**		**2**		**3**		**3**		**4**
		Modal Interrelationships Total Rank		**7**		**7**		**6**		**6**		**5**		**6**		**5**
	Congestion Relief on Other Roads	Improved 2040 Build LOS over 2040 No Build LOS on other roadways	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		Congestion Relief Total Rank		**1**		**1**		**1**		**1**		**1**		**1**		**1**
	Hurricane Evacuation	Distance the Beltway/US 29 terminus is from US 90A in miles	11.3	1	10.4	2	9.5	4	9.5	4	9.3	7	9.5	4	9.9	3
		Hurricane Evacuation Total Rank		**1**		**2**		**4**		**4**		**7**		**4**		**3**
	Safety (motorists)	Miles of existing road improved	4.98	3	5.02	2	5.03	1	4.91	4	1.93	6	1.93	6	2.37	5
		Motorist Safety Total Rank		**4**		**3**		**2**		**5**		**7**		**7**		**6**
	Plan Consistency	Comp Plan - Number of connections between future developments and I-10 and US 29	5	1	5	1	5	1	5	1	2	6	2	6	5	1
		LRTP (Yes or No)	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1	Y	1
		NWFTCA - Miles between Beulah Beltway northern terminus at US 29 and proposed Escambia Santa Rosa Beltway western terminus at US 29	1.8	7	0.9	6	0.0	1	0.0	1	0.05	4	0.0	1	0.4	5
		Plan Consistency Total Rank		**9**		**8**		**3**		**3**		**11**		**8**		**7**
		Purpose and Need Score		**42**		**42**		**39**		**43**		**57**		**49**		**42**

*** Major Roads (shown in Figure 1) include: I-10, US 90A/SR 10 (W, Nine Mile Road), and US 29/SR 95.* *** Based on reduction in traffic on high crash segments*

** Based on travel time estimates derived from the project traffic model and corridor length between termini ****RTC – Regional Town Center*

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5.3 Environmental Impacts Evaluation

*The potential direct effects on the environment have been considered for each of the seven alternative corridors shown in **Figure 4-1**. Because a study area's environment encompasses numerous issues, all with more than one criterion to be evaluated, separate evaluation matrices were developed for each of four environmental evaluation categories (social environment, cultural resources, natural environment, and physical environment). The matrices have been populated with quantifiable data from the applicable GIS data layers identified in **Table 3-1** and supplemented by other sources where data was available**.** The determination of impacts was based on a four-lane divided roadway centered on the centerline of each alternative corridor. The width of the four-lane divided roadway varies according to location along the corridor's alignment and is based on the typical section type: an urban typical section south of I-10 or a rural typical section north of I-10. (Typical sections are shown in **Figures 3-6 to 3-10**) For the segment north of I-10, the limited access typical section was utilized as it had the largest footprint. Actual impacts should be less, since the 1,000-foot wide corridor provides space in which to shift alignments to avoid and/or minimize some of the impacts that occur within the facility footprint based the corridor centerline used in this analysis.*

5.3.1 Potential Social Environment Impacts

The study area is primarily rural consisting mostly of farmland, or other undeveloped or lightly developed parcels. There are several rural residential areas scattered throughout the study area with more urbanized areas located along Beulah Road south of I-10 and in the eastern part of the study area along US 29.

The analysis of the social environment included identifying corridor involvement with the following criteria: potential changes in land use, potential residential and nonresidential relocations, potential involvement with special populations, potential farmland impacts, potential community or neighborhood cohesion impacts, and potential involvement or impacts to community facilities, such as churches or cemeteries. How these criteria were measured and the results of the analysis are discussed below.

Changes in Land Use

*Escambia County, recognizing the need to plan for future growth away from the coastal areas, undertook the Sector Planning process to plan for future growth in the mid-west part of the County. The Mid-West Escambia Sector Plan was adopted into the Escambia County Comprehensive Plan and serves as the guide for all future development in the study area. A DSAP (**Figure 1-2**) was subsequently developed that included an interior multimodal transportation network consisting of new controlled access, or limited access, expressway with an interconnecting network of roads and interchanges to provide both interior and exterior connectivity between residential areas, regional employment centers and town or village centers. It also provided for mass transit options, such as commuter rail and bus rapid transit routes, and a bicycle and pedestrian plan. The proposed Beulah Beltway would serve as the limited access expressway identified in the Mid-West Escambia Sector Plan and DSAP.*

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*Therefore, in assessing the alternative corridors for the potential to impact land use, the impacts were estimated for both existing land uses and the planned future land uses outlined in the Mid-West Escambia Sector Plan and DSAP. Inconsistency with existing and planned land use was measured in terms of the miles of residential areas through which a corridor would pass (**Table 5-2**).*

Table 5-2 Alternative Corridors' Involvement with Incompatible Land Use

Existing Land Use Category	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Residential Impacts (in miles)	1.7	2.2	1.7	1.3	1.1	1.3	1.1
Vacant Residential Impacts (in miles)	0.7	0.7	0.7	0.7	0.2	0.2	0.1
Total Existing Residential Impacts (in miles)	**2.4**	**2.9**	**2.4**	**2.0**	**1.3**	**1.5**	**1.2**
Future Land Use Category	**Corridor 1**	**Corridor 2**	**Corridor 3**	**Corridor 4**	**Corridor 5**	**Corridor 6**	**Corridor 7**
Traditional Urban Neighborhood (in miles)	3.2	3.5	2.4	2.4	1.4	2.3	3.4
Suburban/Conservation Neighborhoods (in miles)	3.8	2.8	2.7	2.6	1.3	1.8	1.8
Total Future Residential Impacts (in miles)	**7.0**	**6.3**	**5.1**	**5.0**	**2.7**	**4.1**	**5.2**

The calculation of corridor involvement with residential land use indicates that corridor involvement with existing residential land use categories would range from 1.2 miles (Corridor 7) to 2.9 miles (Corridor 2). Corridor involvement with future residential land use categories was calculated as approximately 2.7 miles (Corridor 5) to 7.0 miles (Corridor 1) of involvement with incompatible future land use.

Relocation Potential

Based on the 2010 US Census, the population of the entire study area, bounded by US 29/SR 95 to the east, the Perdido River to the west, CR 196 to the north, and US 90A (SR 10/Nine Mile Rd) to the south, is approximately 22,880 of which 15 percent are minority and 13 percent are below poverty. The population of the areas within the potential corridor alignments is approximately 5,677 with 12 percent minority and an average of 10 percent below poverty. In addition, the alternative corridors could potentially impact from 71 to 161 number of parcels.

*The alternative corridors were evaluated for the potential residential and non-residential relocations each would have. This assessment was based on the typical section width using the centerline of the corridor (see **Table 5-3).** Therefore, this estimate may be considered as the worst case, as it does not attempt to minimize the number of impacts. As discussed before, any alternative corridor advancing to the PD&E phase, will seek to avoid and/or minimize the number of relocations by shifting the corridor's alignment away from impacts.*

Table 5-3 Potential Residential and Non-Residential Relocations by Alternative Corridor

Residential and Non-residential	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Number Residential Relocations	244	266	233	219	148	130	102
Number Institutional Relocations	1	1	1	1	1	1	1
Number Retail Relocations	0	0	0	0	1	1	1
Total Relocations	**245**	**267**	**234**	**220**	**150**	**132**	**104**

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The results of the comparison of the number of relocations under each of the alternative corridors revealed that Corridor 7 would have the least number of relocations (a total of 104), followed by Corridor 6 (with a total of 132), then Corridor 5 (with a total of 150). Corridors 1, 2, 3, and 4 that utilized existing roads in their alignments would have considerably more residential relocations than Corridors 5, 6, and 7. Corridor 4 would have 220, followed by Corridor 3 with 234 relocations, Corridor 1 with 245, and Corridor 2 with 267 would have the most relocations.

Special Populations

*Special populations are low income or minority communities. These communities typically do not participate in public involvement activities; therefore, additional public outreach efforts must be expended to involve these communities if they are affected by a project. Census tract level data provided by the 2013 American Community Survey (ACS) was used to identify the percentages of low income and minority populations in the study area (**Table 5-4).***

Table 5-4 Percentage of Low Income and Minorities by Census Tract Block Group

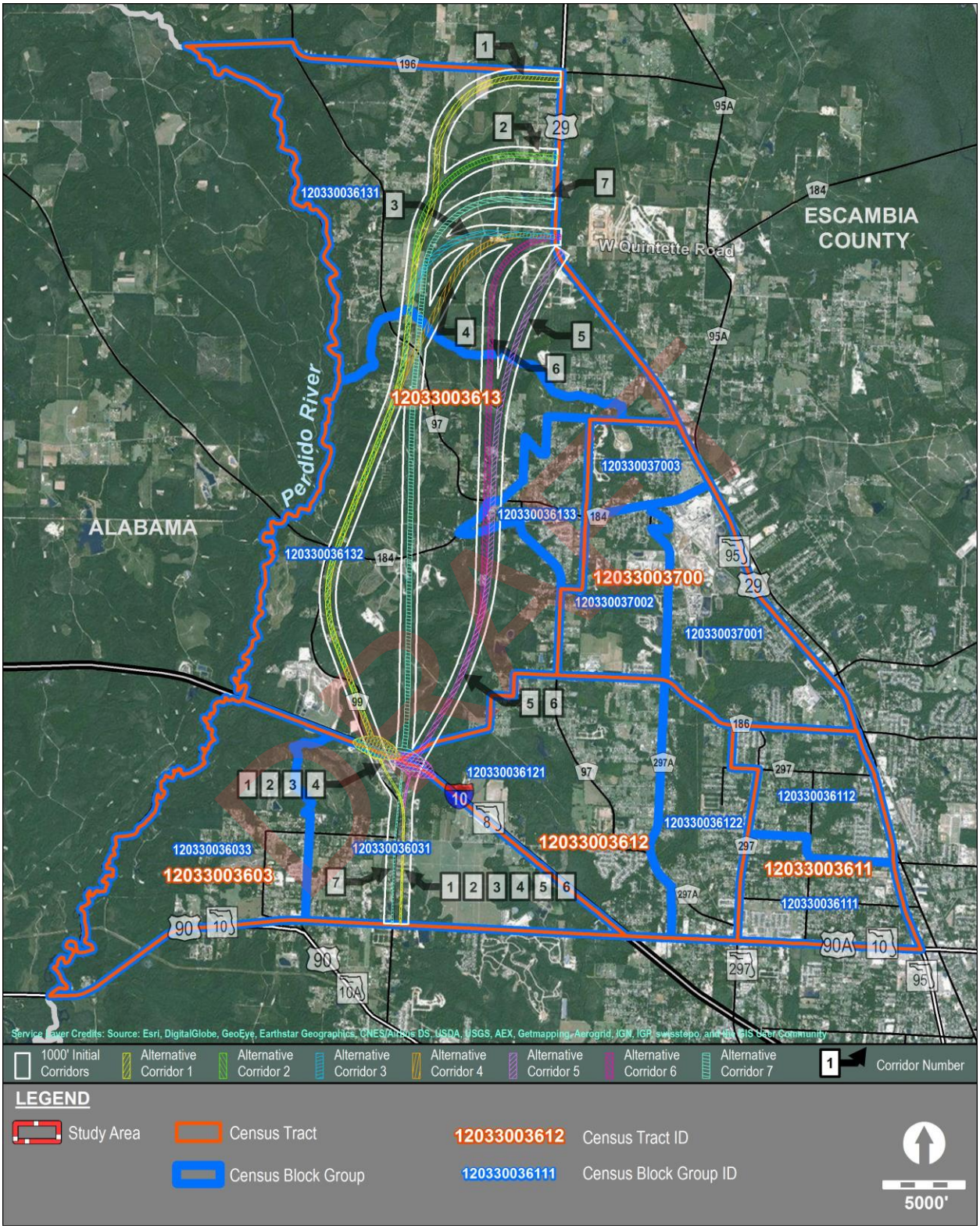
Census Tract/Block Group	Low Income	Census Tract	Minority
Census Tract 36.03/Block Group 1	14%	Census Tract 36.03	15%
Census Tract 36.03/Block Group 3	7%	Census Tract 36.11	14%
Census Tract 36.11/Block Group 1	17%	Census Tract 36.12	13%
Census Tract 36.11/Block Group 2	1%	Census Tract 36.13	13%
Census Tract 36.12/Block Group 1	4%	Census Tract 37	31%
Census Tract 36.12/Block Group 2	7%		
Census Tract 36.13/Block Group 1	11%		
Census Tract 36.13/Block Group 2	20%		
Census Tract 36.13/Block Group 3	1%		
Census Tract 37/Block Group 1	14%		
Census Tract 37/Block Group 2	19%		
Census Tract 37/Block Group 3	48%		

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*The presence of minority or low income populations within a block group does not necessarily indicate that a project would have involvement with these populations. However, a project's involvement with a block group that has a minority or low income population serves to indicate the need to further evaluate the potential for the project to have involvement with one or the other of these groups. The alternative corridors' involvement with the Census Tract Block Groups is shown in **Figure 5-2.***

The determination of whether an alternative corridor would have potential involvement with low income and minority communities was based on a three-step process. The first step was to overlay the alternative corridors on aerial photography with the boundaries of the Census Tracts in order to identify which neighborhoods potentially-affected by the alternative corridors are in which Census Tracts. The second step was to further investigate the affected neighborhoods to determine if the neighborhoods could be characterized as low income and minority. The third step is to identify the number of potentially low-income or minority neighborhoods that would potentially be affected by any of the alternative corridors. There is only one neighborhood, potentially affected by the project, that could be characterized as low income or minority and that neighborhood, would only be potentially-affected by Corridors 5 and 6.

Figure 5-2 Corridor Involvement with Census Tracts



Farmlands

*Agricultural lands in the study area include improved pasture, hay fields, other groves, reservoirs, unimproved pastures, woodland pastures, and specialty farms. The Natural Resources Conservation Service (NRCS) has determined that there are soils designated as Prime Farmland and Farmlands of Local Importance within in all alternative corridors (**Figure 5-3**). In addition, there are areas currently used for agricultural production.*

*The NRCS noted that when agricultural lands that support commodity and other types of crops intersect Farmlands of Prime, Unique, or Local Importance, there will be a net loss of an important agricultural and national resource. Each corridor has been assessed for its involvement with Farmlands of Prime, Unique, or Local Importance, as well as those the amount of those lands that are currently in agricultural production and ranked based upon the corridor having the least involvement with farmlands (see **Table 5-5**).*

Table 5-5 Corridor Involvement with Farmlands

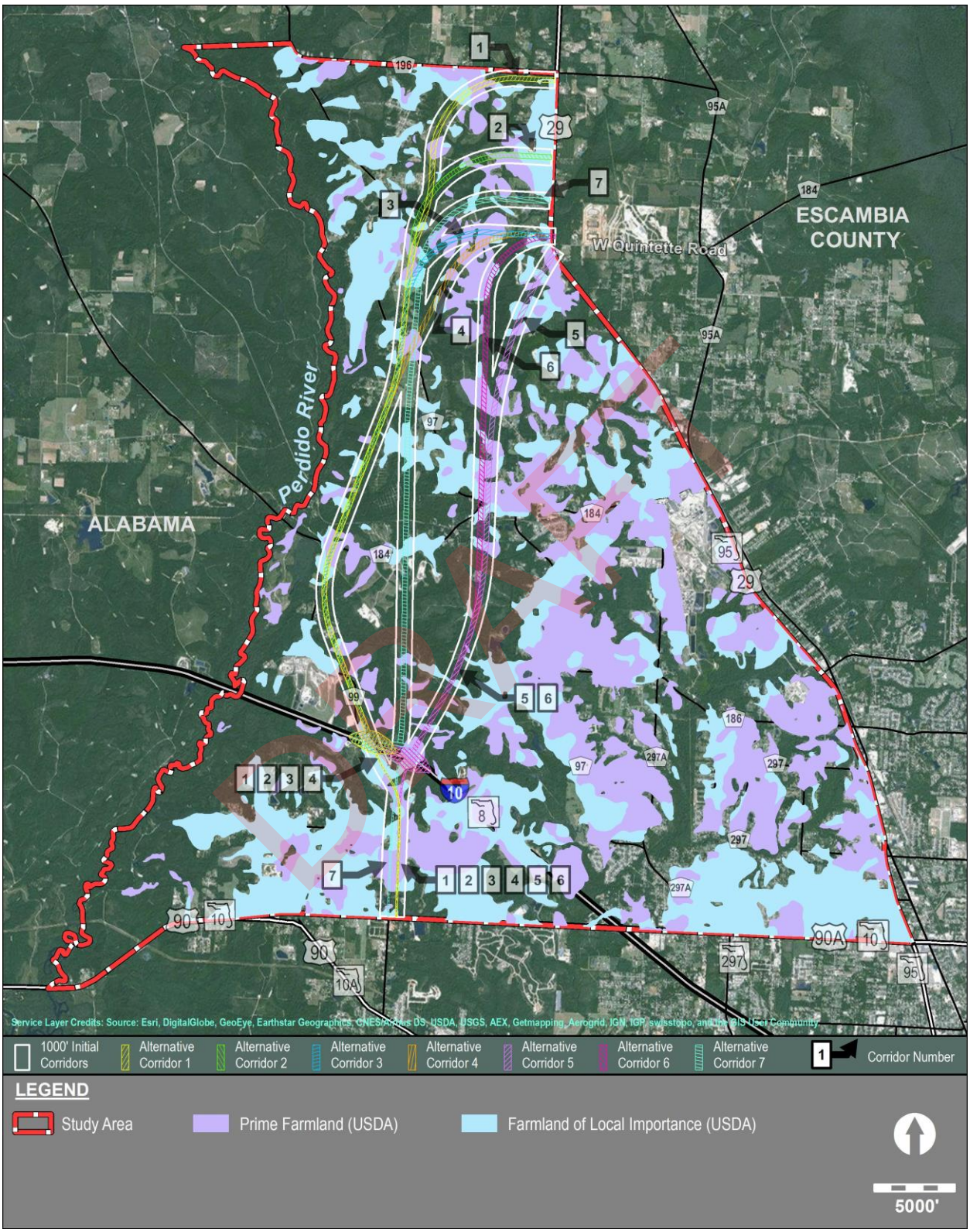
Farmland Type	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Prime Farmlands (in acres)	73	70	70	66	102	75	66
Farmlands of Local Importance (in acres)	67	70	60	61	32	52	51
Acres Total Farmlands	**140**	**140**	**130**	**127**	**134**	**127**	**117**
Percentage Farmlands in Production	**Corridor 1**	**Corridor 2**	**Corridor 3**	**Corridor 4**	**Corridor 5**	**Corridor 6**	**Corridor 7**
Farmland in Agricultural Production	8%	5%	8%	2%	3%	3%	4%

Corridor 7 has the least involvement with farmlands overall and is tied with Corridor 4 for the least involvement with prime farmlands. Corridor 4 would have the least percentage involvement with farmland in agricultural production and is tied with Corridor 6 for second in least total involvement with farmlands. Corridors 1 and 2 would tie for the most total involvement with farmlands at 140 acres, but Corridor 1 has a greater percentage (8%) of farmland in agricultural production. Corridor 3 which also has 8 percent of its farmland in agricultural production, has the third least total involvement with farmlands.

Regardless of which alternative corridor(s) is(are) selected for further study in the PD&E phase, there will have to be coordination with local farmers and the NRCS to reasonably avoid/minimize impacts to farmlands and to determine the type and amount of mitigation necessary to compensate for unavoidable impacts.

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Figure 5-3 Corridor Involvement with Farmlands



Community Cohesion and Aesthetic Effects

*There are a total of 118 subdivisions/developments in the study area. Neighborhoods potentially affected and the alternative corridors that may have involvement with them are listed in **Table 5-6** and shown on **Figure 5-4**. In cases, where it was not possible to identify a name for a community, one has been assigned so that the reader may locate the referenced community on the figure.*

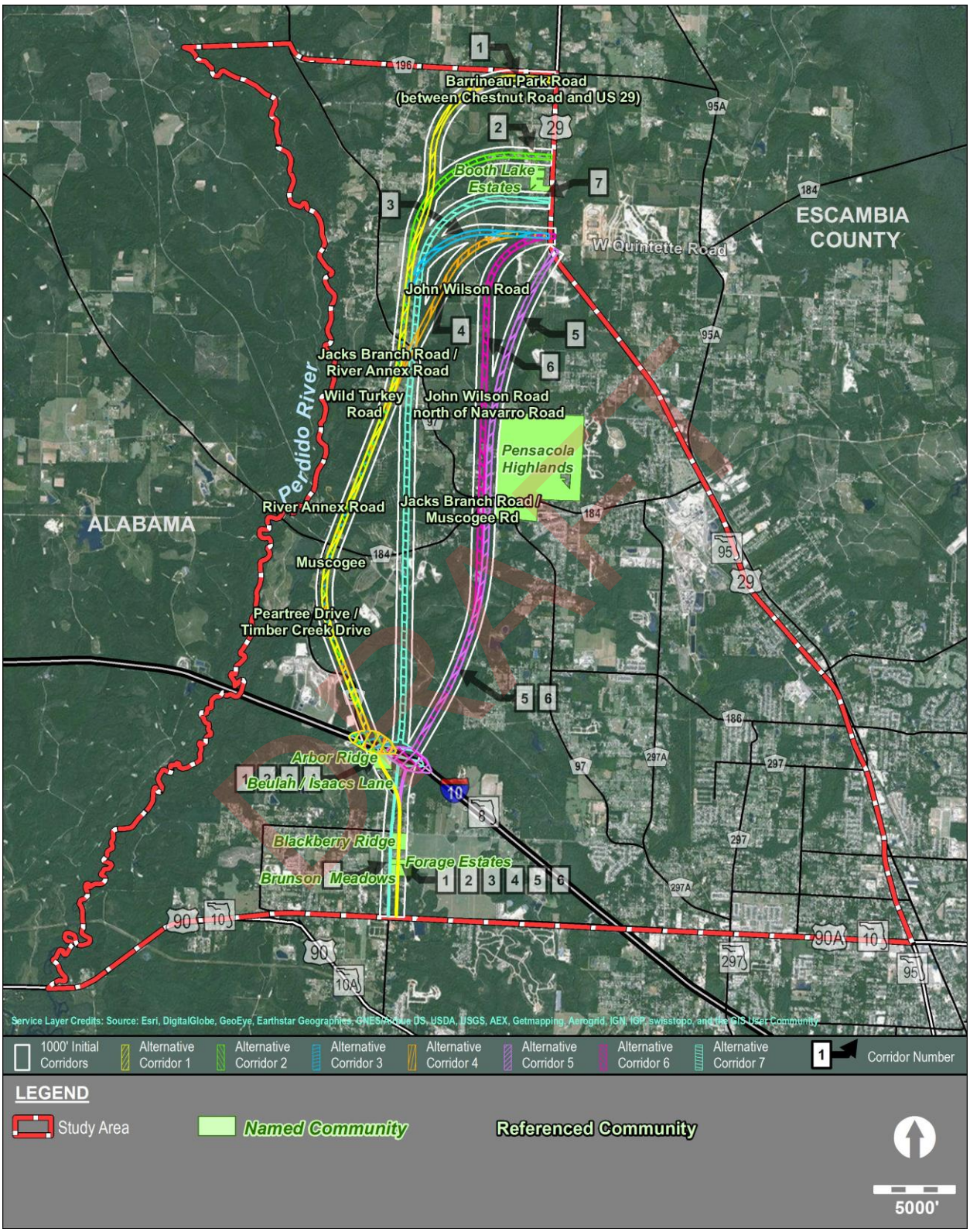
Table 5-6 Neighborhoods/Subdivision within or adjacent to the Alternative Corridors

Neighborhood/Subdivision	Alternative Corridors
Brunson Meadows	All
Forage Estates	All
Blackberry Ridge	All
Arbor Ridge	1-4
Beulah/Isaacs Lane	1-4
Peartree Dr./Timber Creek Dr.	1-4
Muscogee	1-4
River Annex Road (near river)	1-4
Wild Turkey Road	1-4
Jacks Branch Road/ River Annex Road	1-4
Jacks Branch Road/Muscogee Road	5-7
John Wilson Road north of Navarro Road	5
John Wilson Road (at 90 degree bend)	4 & 6
Booth Lake Estates	2 & 7
Barrineau Park Road (between Chestnut Road and US 29)	1

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Community cohesion is affected when a proposed action separates or increases separation of different parts of a neighborhood or community. Determination of an alternative corridor's involvement with community cohesion was based on the number of neighborhoods that would experience a separation effect as a result of an alternative corridor taking new alignment through a neighborhood. Another separation effect could occur when an alternative corridor utilizes the alignment of a low volume existing road, or neighborhood street, as it passes through a community that is present on both sides of the existing road, as in the case of the Peartree Drive/Timber Creek Drive community. The community's cohesiveness would be affected by the increase in the width of the new road, increased traffic volumes and speed, and change in access. A four-lane divided limited access facility would also be inconsistent with the existing residential land use.

Figure 5-4 Corridor Involvement with Neighborhoods in the Project Area



In addition, the total miles of a corridor's alignment traversing through existing neighborhoods was calculated. This measure was used in the event one alternative corridor impacted the community cohesiveness of more neighborhoods than another alternative that would impact community cohesiveness of a larger neighborhood or community resulting in a greater distance of community cohesion impact.

The results of this analysis indicated that Corridors 5, 6, and 7 would have much less potential to affect community cohesiveness. It again should be noted that the alternative corridor(s) that advance to the PD&E phase will have their alignments modified where possible to avoid and minimize impacts to affected communities.

Community Facilities

Community facilities include churches, schools, libraries, hospitals, post offices, law enforcement, fire departments, and similar facilities that benefit the public. ***Figure 3-1*** *shows the locations of community facilities within the study area and* ***Table 5-7*** *lists the number of the different community facility types.*

Table 5-7 Community Facility Types in the Study Area

Community Facility	Number
Fire Stations	2
Religious Centers	8
Cemeteries	11
Cultural Centers	1
Public and Private Schools	3
Social Service Centers	9
Correctional Facilities	1
Government Buildings	1
Total Community Facilities	**36**

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The alternative corridors were evaluated for their potential involvement with community facilities. Out of a total of 36 community facilities in the study area, only Corridors 5 and 6 have any involvement with community facilities. Corridor 5 would impact one religious center (Farm Hill United Methodist Church) and three cemeteries (Farm Hill United Methodist Church Cemetery, Williams Cemetery, and the Islamic Center of Northwest Florida Cemetery). Corridor 6 would impact one religious center (Farm Hill United Methodist Church) and one cemetery (Farm Hill United Methodist Church Cemetery).

Social Environment Evaluation Summary

Table 5-8 *combines the social environment evaluation categories scores for all alternative corridors and ranks the alternative corridors on their performance in each criterion. Each corridor's rank for each criterion has been totaled to obtain an overall score for its involvement with the social environment. Corridor 7 has the least involvement with the study area's social environment followed by Corridor 6. Corridors 1, 2, and 3 had considerably more social impacts than the other corridors.*

Table 5-8 Social Environment Evaluation Criteria

EVALUATION CRITERIA	EVALUATION MEASURE	ALTERNATIVE CORRIDORS													
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Existing Land Use	*Miles of incompatible existing land use:*														
	- Residential	1.7		2.2		1.7		1.3		1.1		1.3		1.1	
	- Vacant Residential	0.7		0.7		0.7		0.7		0.2		0.2		0.1	
	Incompatible Existing Land Use Total and Rank	**2.4**	**5**	**2.9**	**7**	**2.4**	**5**	**2.0**	**4**	**1.3**	**2**	**1.5**	**3**	**1.2**	**1**
Future Land Use	*Miles of incompatible future land use:*														
	-Traditional Urban Neighborhoods	3.2		3.5		2.4		2.4		1.4		2.3		3.4	
	-Suburban/Conservation Neighborhoods	3.8		2.8		2.7		2.6		1.3		1.8		1.8	
	Incompatible Future Land Use Total and Rank	**7.0**	**7**	**6.3**	**6**	**5.1**	**4**	**5.0**	**3**	**2.7**	**1**	**4.1**	**2**	**5.2**	**5**
Potential Relocations	*Number of potential residential relocations*	244		266		233		219		148		130		102	
	Number of potential non-residential relocations:														
	- Institutional	0		0		0		0		0		0		0	
	- Retail	0		0		0		0		1		1		1	
	Potential Relocations Total and Rank	**244**	**6**	**266**	**7**	**233**	**5**	**219**	**4**	**149**	**3**	**131**	**2**	**103**	**1**
Special Populations	*Number of Low Income or Minority Neighborhoods*	0	1	0	1	0	1	0	1	1	6	1	6	0	1
	Involvement with Special Populations Rank		**1**		**1**		**1**		**1**		**6**		**6**		**1**
Farmlands	*Acres of prime farmlands impacted*	73		70		70		66		102		75		66	
	Acres of farmlands of local importance impacted	67		70		60		61		32		52		51	
	Acres of Prime Farmland and Farmland of Local Importance Total and Rank	**140**	**6**	**140**	**6**	**130**	**4**	**127**	**2**	**134**	**5**	**127**	**2**	**117**	**1**
	Percentage of Prime Farmland or Farmland of local importance in agricultural production	8%	6	5%	5	8%	6	2%	1	3%	2	3%	2	4%	4
	Percentage of Prime Farmland or Farmland of Local Importance in Agricultural Production		**6**		**5**		**6**		**1**		**2**		**2**		**4**
	Potential Farmland Involvement Total Rank		**12**		**11**		**10**		**3**		**7**		**4**		**5**
Community Cohesion and Aesthetic Impacts	*Miles of corridor traversing residential areas*	3.8	5	4.6	7	3.9	6	2.7	4	1.9	2	1.7	1	2.4	3
	Number of neighborhoods experiencing cohesiveness effects	12	6	12	6	10	4	11	5	8	2	7	1	8	2
	Community Cohesion and Aesthetics Total Rank		**11**		**13**		**10**		**9**		**4**		**2**		**5**
Community Facilities	*Number Community Facilities in alternative corridor:*														
	- Churches/Religious Centers (number)	0		0		0		0		1		1		0	
	- Cemeteries (number)	0		0		0		0		3		1		0	
	Community Facilities Impacted and Rank	**0**	**1**	**0**	**1**	**0**	**1**	**0**	**1**	**4**	**7**	**2**	**6**	**0**	**1**
	Social Environment Score		**43**		**46**		**34**		**25**		**30**		**25**		**19**

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5.3.2 Cultural Resource Impacts

Cultural resources include historic and archaeological resources and parks, recreation areas, and wildlife and water fowl refuges. An assessment of potential corridor involvement with these resources has been performed. The following discusses the resources in the study area and the measures used to quantify the corridors' potential involvement.

5.3.2.1 Historic and Archaeological Resources

A cultural resources desktop review was conducted to identify all historic properties within the project's study area. Historic properties include but are not limited to archaeological sites, historic structures, building or features, cemeteries, resource groups and linear resources. The information obtained from the FMSF includes not only those historic properties within the study area but those immediately adjacent.

*A review of the information in the FMSF indicates that 92 historic structures/buildings, 24 archaeological sites, 3 historic bridges, 4 historic cemeteries , 2 historic resource groups and 3 historic linear resources have been recorded within or adjacent to the study area (see **Table 5-9** below). With the exception of the archaeological sites, **Figure 5-5** shows the location of these historic properties in the study.*

Table 5-9 Number of Cultural Resource Types in the Study Area

Cultural Resource Type	Number
Historic Structures/Buildings	95
Archaeological Sites	24
Historic Bridges	3
Historic Resource Groups	2
Historic Linear Resources	3
Historic Cemeteries	4
Total Cultural Resources	**131**

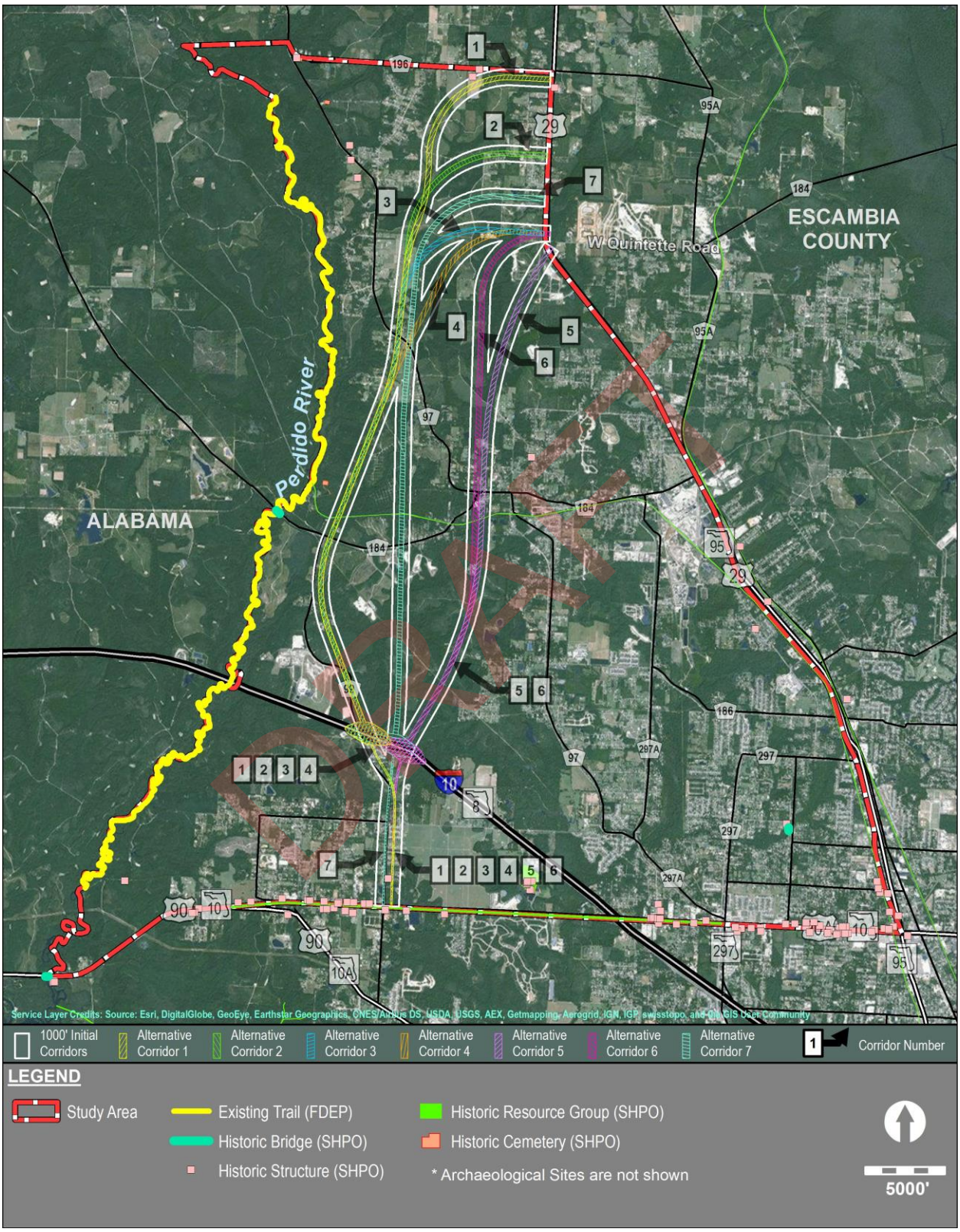
A brief description of the resources within and adjacent to seven alternative corridors is provided below. For convenience and ease of discussion, the description of the resources within and adjacent to the project corridors has been divided into three sections; 1) from US 90 to I-10, 2) from I-10 to CR 184 and 3) from CR 184 to the end of the corridors on SR 95/US 29.

Beulah Beltway between US 90 (SR 10A/W. Nine Mile Road) to I-10

The FMSF records 5 historic properties within or immediately adjacent to the corridors in this section. Only one resource, a standing historic structure (8ES2972), is recorded in the corridors. SHPO has not determined the significance of this resource. The remaining resources include three historic standing structures (8ES 3894-8ES3896) and a historic linear resource, US 90 (8ES3877). SHPO has determined these resource to be ineligible for listing in the National Register of Historic Places (NRHP). Three cultural resources surveys have been conducted in this area (ACI 1991, 2014; Panamerican Consultants, Inc. 2000), one of which was conducted within the corridors. The surveys of US 90 (ACI 1999, 2014) identified US 90 as a linear resource and several standing structures as historic.

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Figure 5-5 Corridor Involvement with Historical Resources



Beulah Beltway Corridors 1-4 between I-10 and CR 184 (Muscogee Road)

The FMSF records one archaeological site, 8ES2649, within the corridors. SHPO has not evaluated the significance of this resource. There is a complex of 12 archaeological sites immediately west of the corridors. These sites represent the remnants of the historic mill town of Muscogee. SHPO has not evaluated the significance of these resources. It is also unclear if 8ES2649 may be related to the 12 sites west of the corridors. The 12 sites were recorded during an assessment of lands owned by the NWFWMD (Mikell and Shoemaker 2000). Two additional cultural resources surveys have been conducted in this section (Arbuthnot and Stickler 2009; Edwards, Klinger and Moore 1999). No historic properties were identified in the corridors during these assessments.

Beulah Beltway Corridors 5-7 between I-10 and CR 184 (Muscogee Road)

The only historic property within or adjacent to Corridors 5, 6, and 7 is the St. Louis-San Francisco Railway corridor (8ES3416) which intersects Corridors 5 and 6 east of CR 97 (Jacks Branch Road). SHPO has determined this historic linear resource to be eligible for listing in the NRHP. One cultural resources survey (Edwards, Klinger and Moore 1999) overlaps the corridors in this segment. No historic properties were identified in the corridors during this assessment.

Beulah Beltway between CR 184 (Muscogee Road) and US29 (SR 95)

The historic Muscogee Cemetery (8ES3390) is located north of CR 184 (Muscogee Road) and approximately 1,100 feet west of Corridors 1-4. A prehistoric period archaeological site, 8ES3391, is recorded approximately two miles north of the cemetery and 2,800 feet west of Corridors 1-4. There are three historic resources recorded in or immediately adjacent to Corridor 1 near its intersection with SR 95/US 29. 8ES1407 is a prehistoric period archaeological site recorded within the corridor. 8ES829 and 8ES850 are historic standing structures. 8ES850 is recorded at the edge of the corridor. An archaeological site, 8ES1040, has been recorded approximately 1,770 feet east of Corridor 7. SHPO has not determined significance of these resources. The St. Louis-San Francisco Railway corridor (8ES3416) intersects all corridors north of CR 184. SHPO has determined this historic linear resource to be eligible for listing in the NRHP. Three cultural resource assessment surveys (Browning and Irwin 1992, Edwards, Klinger and Moore 1999; Mikell and Shoemaker 2000) failed to locate any historic properties.

Potential Corridor Involvement with Historic and Archaeological Resources

The results of the assessment of the project's potential involvement with archaeological and historic sites within or immediately adjacent to the alternative corridors, revealed that all alternative corridors would have involvement with the St. Louis-San Francisco Railroad which runs east-west and is crossed by all corridors north of CR 184 (Muscogee Road). Of the 131 resources on the FMSF, Corridors 5 and 6 would have the least involvement, potentially impacting only two sites. Corridor 7 would have the next least involvement with potential impacts to three sites. Alternative Corridors 2, 3, and 4 were found to have potential involvement with 21 historic and archaeological sites and Corridor 1 would have involvement with 24 sites.

The PD&E phase of project development will conduct a Cultural Resources Assessment Survey of the alternatives carried forward for further study to determine the significance of any potential archaeological or historic site that may be affected by the proposed project. The results of the Cultural Resources Assessment Survey will be coordinated with the SHPO and used to help identify a preferred alternative.

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5.3.2.2 Parks, Recreation and Wildlife and Waterfowl Refuges

*Public parks and recreational facilities within the study area are listed in **Table 5-10** and shown in **Figure 5-6.***

Table 5-10 Public Parks, Recreation Facilities and Wildlife and Waterfowl Refuges

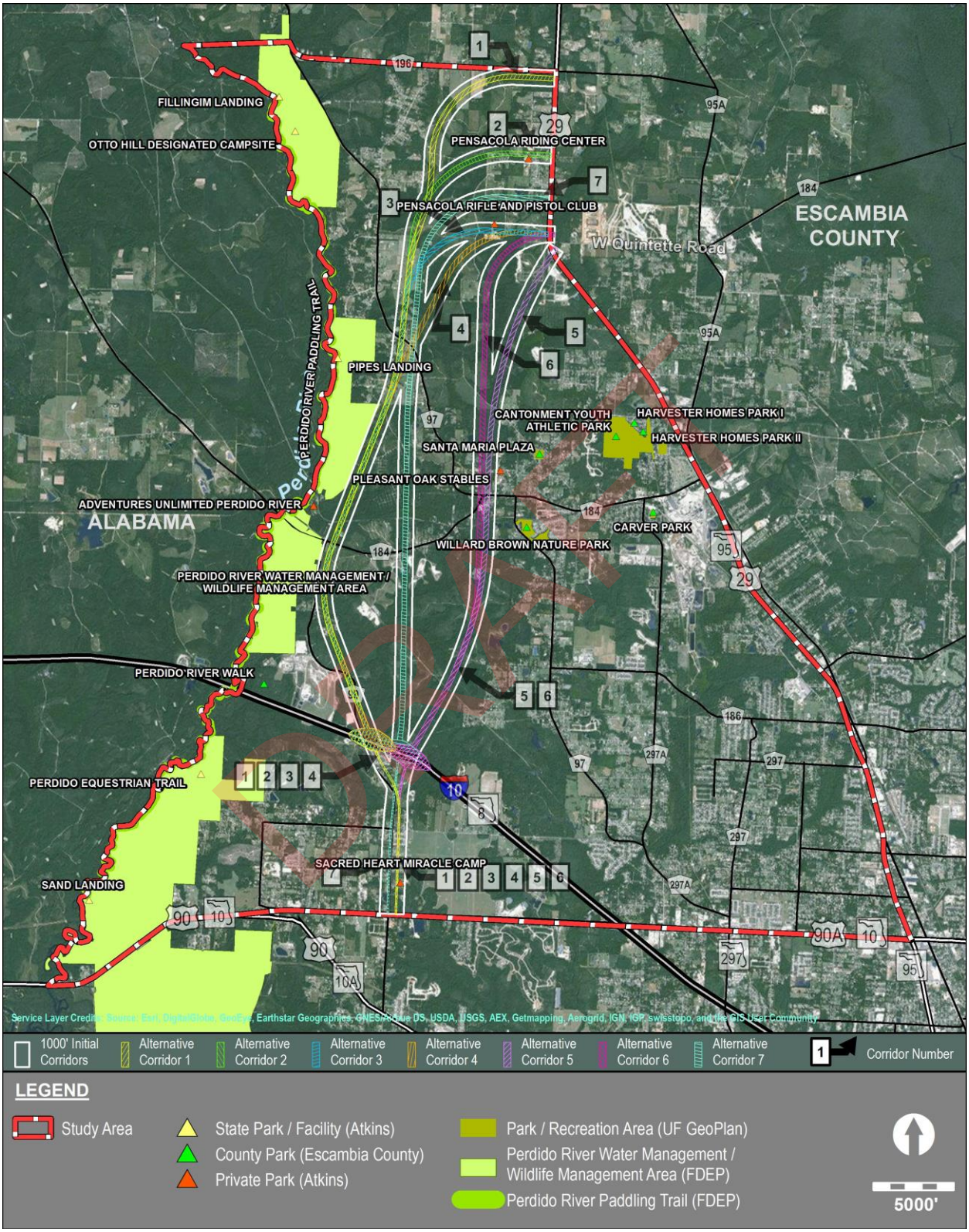
Public Recreation Resource	Owner	Private Recreation Resources	Owner
Perdido River Water Management/Wildlife Management Area	State	Adventures Perdido River	Private
- Fillingim Landing		Pensacola Rifle and Pistol Range	Private
- Otto Hill Designated Campsite		Pensacola Riding Center	Private
- Pipes Landing		Pleasant Oak Stables	Private
- Perdido Equestrian Trail		Sacred Heart Miracle Camp	Private
- Sand Landing			
Perdido River Paddling Trail	State		
Cantonment Youth Athletic Park	County		
Carver Park Resource Center	County		
Harvester Homes I	County		
Harvester Homes II	County		
Perdido Riverwalk	County		
Santa Maria Plaza/Farm Hill Park	County		
Willard Brown Nature Park	County		

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Public recreational areas near one or more of the alternative corridors include: the Perdido Riverwalk, Pipes Paddlecraft Launch, Santa Maria Plaza (neighborhood park), and Willard Brown Nature Park. None of these would be directly impacted by any of the proposed corridors. However, there are four privately-owned recreation areas within the vicinity of the alternative corridors, three of which may be subject to potential impacts from one or more alternative corridors.

Sacred Heart Miracle Camp is a 20-acre facility for children and adults with chronic and life-threatening illnesses, located at 9840 Beulah Road, Pensacola, FL 32526. Corridors 1-6 would potentially require up to three acres of right-of-way from the Sacred Heart Miracle Camp. Corridor 7, which does not impact the recreation site because its alignment lies 50 feet to the west, shows that if any of the other corridors are selected for further study in the PD&E phase their alignments could be shifted away from the facility minimizing the impacts to Sacred Heart Miracle Camp. Of course, realigning an alternative corridor to avoid the Miracle Camp could result in impacts on the other side of Beulah Road. Therefore, the realignment would utilize engineering criteria to develop an alignment that minimizes impacts to the maximum extent feasible.

Figure 5-6 Corridor Involvement with Parks and Recreational Facilities



The second private recreational area is the 140-acre Pensacola Rifle and Pistol Club located at 2700 Mathison Road, Molino, FL 32577. Three of the alternative corridors would have involvement with this site. Corridor 3 would require nine acres of right-of-way, Corridor 4 would require eight acres of right-of-way, and Corridor 7 would require 20 acres of right-of-way. Although Corridor 7 would require the most right-of-way it is located at the wooded, north end of the property whereas Corridors 3 and 4 could potentially impact the shooting range.

There are two privately-owned equestrian centers in the study area, one of which is subject to impacts from one of the alternative corridors. The Pensacola Riding Center located at 1911 Mathison Road would be potentially affected by Corridor 2. Corridor 2 would require 0.7 acre of right-of-way from the front of the facility potentially impacting a residence, horse stalls and parking facilities.

Pleasant Oak Stables is located west of Corridors 5 and 6, between Andalusia Road and Navarro Road. Neither alternative corridor would require right-of-way from this facility.

Adventures Perdido River provides a boat launch and picnicking facilities and offers boat rentals and shuttle service for exploring the Perdido River.

Although these are privately-owned facilities, they provide recreational opportunities to the community, therefore, involvement with these facilities was considered during the cultural resources assessment. ***Table 5-11*** *shows the involvement of the various alternative corridors with private recreational facilities.*

Table 5-11 Potential Corridor Involvement with Private Recreational Facilities

Recreation site	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Sacred Heart Miracle Camp	Y	Y	Y	Y	Y	Y	N
Pensacola Rifle and Pistol Club	N	N	Y	Y	N	Y	Y
Pensacola Riding Center	N	Y	N	N	N	N	N

Corridors 1 and 5 would have the least involvement with privately-owned recreational sites, impacting only one site (Sacred Heart Miracle Camp) each. The other alternative corridors each impact two of the five private recreational sites. Corridor 7 is the only alternative corridor that does not impact the Sacred Heart Miracle Camp, but it would impact the Pensacola Rifle and Pistol Club. Alternative Corridors 3, 4, and 6 would potentially impact Sacred Heart Miracle Camp and the Pensacola Rifle and Pistol Club and Corridor 2 impacts Sacred Heart Miracle Camp and the Pensacola Riding Center.

It should be noted, if one or more of the alternative corridors affecting these recreational sites is selected for further study, then during the PD&E phase, efforts will be made to avoid and or minimize the impacts by adjusting the corridor's alignment.

Section 4(f) Resources

For historic resources to be considered a Section 4(f) resource they must be listed on or eligible for listing on the NRHP. The only known historic resource potentially impacted by the project that has been

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determined significant is the St. Louis-San Francisco Railway (8ES3416). However under Section11502 (23 U.S.C. 138(f)/49 U.S.C. 303 (h), the railroad corridor is exempt from Section 4(f) review as it is in active use.

Recreation resources meriting protection under Section 4(f) of the Transportation Act must be publicly-owned. The recreational resources potentially impacted by the alternative corridors are all privately owned. Therefore, no alternative corridor would have impacts to a recreation area subject to Section 4(f).

There is a wildlife management area adjacent to Alternative Corridors 1-4. The eastern boundary of the Perdido River Water Management and Wildlife Management Area approaches the west right-of-way line of Beulah Road south of CR 184 (Muscogee Road) and River Annex Road north of the railroad crossing of the Perdido River. The corridors were developed to avoid directly impacting this resource. However, during the PD&E phase, if one or more of these alternative corridors is selected for further study, a Determination of Effect will be prepared and coordinated with the OEM to verify that this resource is not impacted.

Cultural Resources Evaluation Summary

***Table 5-12** shows the potential for the alternative corridors' to have involvement with archaeological and historic resources and parks and recreation sites. For archaeological and historic resources, the alternative corridors were ranked based on the total number of resources within or immediately adjacent to a corridor. For recreation sites, the alternative corridors were ranked based on the total number of sites within a corridor's limits.*

Alternative Corridor 5 performs best having potential involvement with two historic linear resources: US 90 (8ES3877) and St. Louis-San Francisco Railway corridor (8ES3416), and one recreation site: Sacred Heart Miracle Camp. Corridor 7 scored second best having potential involvement with three historic resources (two linear resources and one archaeological site) and one recreation sites (Pensacola Rifle and Pistol Club). Corridor 6 ranked third with potential impacts to two historic linear resources and two recreation sites: Sacred Heart Miracle Camp and Pensacola Rifle and Pistol Club. The remaining alternative corridors scored the same although the number of historic resources potentially impacted and the type of recreation areas potentially impacted varied. Corridors 2, 3, and 4 would potentially impact 14 archaeological sites, four historic structures, two linear resources, one historic cemetery, Sacred Heart Miracle Camp and either the Pensacola Rifle and Pistol Club or the Pensacola Riding Center. Corridor 1 would impact two more historic structures and one more archaeological site, but only has potential involvement with the Sacred Heart Miracle Center.

*Since no **public** recreation areas or significant historic sites that are not subject to exemption under Section11502 (23 U.S.C. 138(f)/49 U.S.C. 303 (h), would be impacted by any of the alternative corridors, there are no Section 4(f) resources that require a Section 4(f) review. Therefore, involvement with Section 4(f) resources was removed as a criterion from the cultural resources evaluation.*

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Table 5-12 Cultural Resources Evaluation Criteria

EVALUATION CRITERIA	EVALUATION MEASURE	ALTERNATIVE CORRIDORS													
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Historic and Archaeological Resources	Historic Structures/ Buildings	6		4		4		4		0		0		0	
	Archaeological Sites	15		14		14		14		0		0		1	
	Historic Bridges	0		0		0		0		0		0		0	
	Historic Resource Groups	0		0		0		0		0		0		0	
	Historic Linear Resources	2		2		2		2		2		2		2	
	Historic Cemeteries	1		1		1		1		0		0		0	
Historic and Archaeological Resources within or adjacent to Corridor Total and Rank		**24**	**7**	**21**	**4**	**21**	**4**	**21**	**4**	**2**	**1**	**2**	**1**	**3**	**3**
Privately-owned Recreation Areas	Sacred Heart Miracle Camp	Y		Y		Y		Y		Y		Y		N	
	Pensacola Rifle and Pistol Club	N		N		Y		Y		N		Y		Y	
	Pensacola Riding Center	N		Y		N		N		N		N		N	
Privately-owned Recreational Areas Total and Rank		**1**	**1**	**2**	**4**	**2**	**4**	**2**	**4**	**1**	**1**	**2**	**4**	**1**	**1**
Cultural Resources Evaluation Score			**8**		**8**		**8**		**8**		**2**		**5**		**4**

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5.3.3 Potential Natural Environment Impacts

Although the proposed alternative corridors were developed to minimize involvement with natural resources, avoidance of all natural resources is not possible, especially for a project that utilizes new alignment. Therefore, the proposed alternative corridors were evaluated and compared for their potential to have involvement with natural resources. Natural environmental characteristics that were analyzed included water quality and quantity, floodplains, wetlands, Essential Fish Habitat (EFH), wildlife and habitat, and conservation lands. In addition, the project's potential for involvement with Special Designations, which include OFW, Aquatic Preserves, Wild and Scenic Rivers, Coastal Barrier Resources and Scenic Highways, was also considered. Of these seven natural environment resources, the proposed project would have no direct involvement with four of the resource categories (Special Designations, Essential Fish Habitat, Coastal and Marine, and Conservation Lands. Potential corridor involvement with these resources is discussed below.

Special Designations

The only Special Designations within or near the study area is the Perdido River which is an Outstanding Florida Water (OFW). However, no alternative corridor comes any closer than 180 feet to the river and, therefore, would have no direct involvement with OFW, or with any other Special Designation. However, the resource agencies have expressed preference for alternative corridors located furthest away from the river to avoid indirect impacts.

Water Quality

The proposed project is located within the Perdido River and Bay watershed, the majority of which (approximately 69 percent) is in Alabama. The watershed within Florida and a small portion of the watershed in Alabama is addressed by a Surface Water Improvement and Management (SWIM) Plan that includes strategic management actions needed to address water quality, natural systems and floodplain protection and management issues. The goal of the plan is to manage the Perdido River and Bay watershed to ensure long-term sustainability of the watershed resources, values, and functions.

Surface waters within the study area are designated Class III Fish consumption, Recreation, Propagation and Maintenance of a Healthy, Well-balanced Population of Fish and Wildlife, and the Perdido River is also designated an OFW. Surface waters designated OFW are afforded the highest protection and no degradation of water quality is to be permitted.

None of the alternative corridors would have direct involvement with the Perdido River but they do have potential for involvement with surface waters that are tributary to the Perdido River or Perdido Bay. There are portions of thirteen surface water drainage basins within the study area, including: Perdido River (Middle C), Rest Area Run, Muscogee Creek, Buelah Drain, Clay Pit Branch, Cowdevil Creek, Farm Hill Run, Jacks Branch, Churchhouse Branch, Coffee Creek, Elevenmile Creek, Tenmile Creek and Eightmile Creek. Most surface waters drain to the Perdido River but Eightmile Creek, Coffee Creek, Tenmile Creek and Elevenmile Creek, which are located in southeast corner of the study area (south of CR 184 [Muscogee Road], drain to Perdido Bay.

Some of the surface waters in the study area have been identified as verified impaired for one or more parameters that are causing the surface water to fail to meet its water quality standard. The boundaries of the drainage basins for surfaces waters (identified as Waterbody Identification [WBIDs]) that have been

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*verified impaired and are within the study area are shown on **Figure 5-7.** As of 2012, some of these WBIDs have been proposed for delisting due to the development of Total Maximum Daily Loads (TMDLs) for parameters that are causing the degradation in water quality. TMDLs are the amount of a given pollutant that a surface water can absorb and still meet the water quality standards. Until the WBIDs proposed for delisting are actually delisted, this analysis will continue to assume these WBIDs are still a concern in determining the alternative corridors' involvement with verified impaired waters. In order to compare the alternative corridors' involvement with verified impaired surface waters, the acreage of each corridor within verified impaired WBIDs was calculated. It should also be noted that in some cases the parameter causing the surface water to fail to meet water quality standards may not be a parameter that is contributed by a highway project. Refer to **Table 5-13** for a list of the surface waterbody drainage basins in the study area, and for those verified impaired WBIDs, provides the parameters of concern. **Table 5-14** shows the total acres of involvement with the verified impaired WBIDs for each alternative corridor.*

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Figure 5-7 Corridor Involvement with Verified Impaired Water Body Drainage Basins

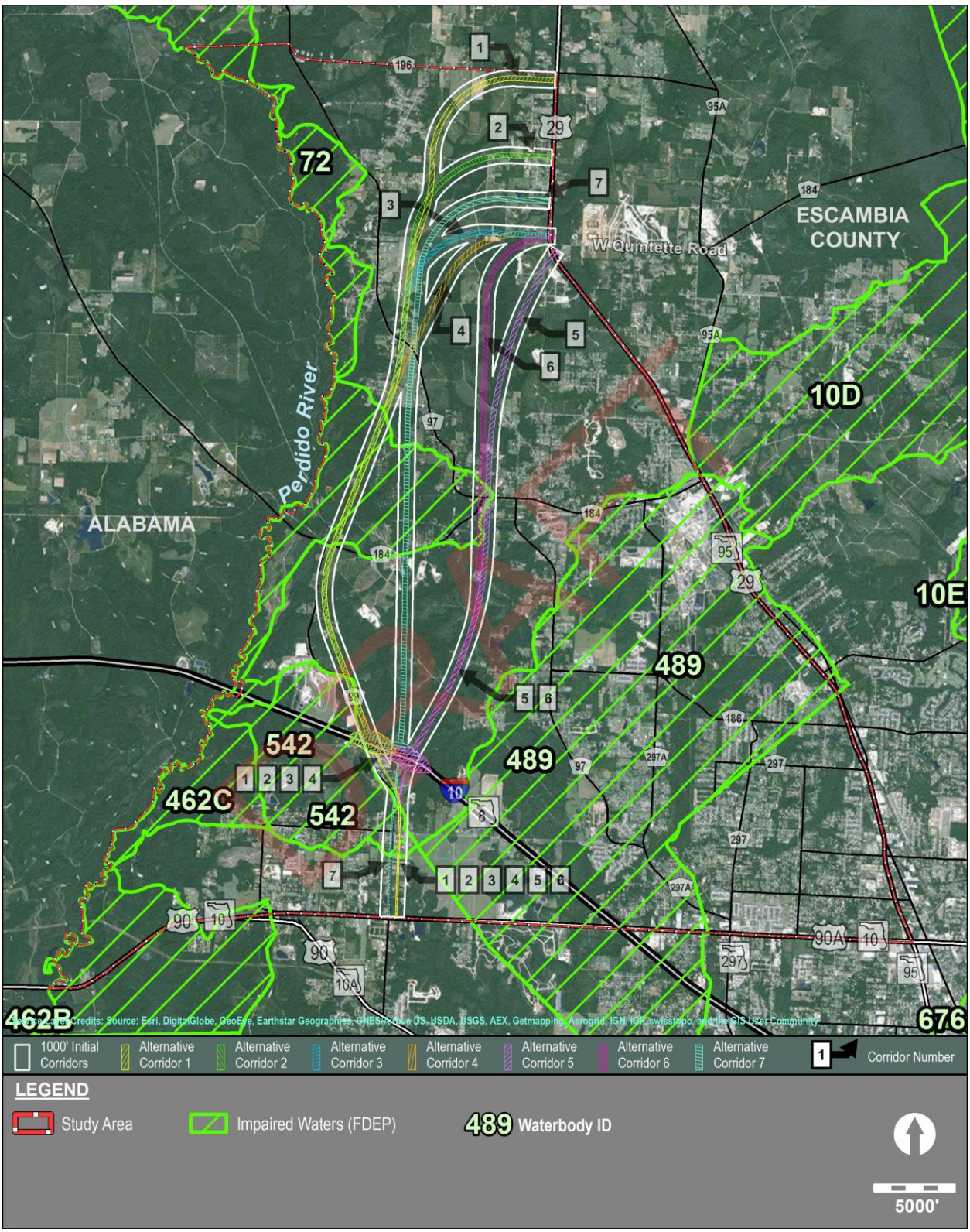


Table 5-13 Surface Water Body Drainage Basin Segments (WBID) in the Study Area

Surface Water Drainage Basin Name	WBID	Parameters of Concern	Drains to Perdido River	Drains to Perdido Bay
Direct Runoff*	**72**	**Mercury in Fish Tissue**	**X**	
Jacks Branch	291	None	X	
Cowdevil Creek	345	None	X	
Churchhouse Branch	357	None	X	
Farm Hill Run	407	None	X	
Perdido River**	**462C**	**Mercury in Fish Tissue**	**X**	
Elevenmile Creek	489	Dissolved Oxygen Demand, Biological Oxygen Demand, Fecal Coliform, Unionized Ammonia		X
Tenmile Creek	489A	Fecal Coliform		X
Coffee Creek	489B	None		X
Muscogee Creek	494	None	X	
Rest Area Run***	**542**	**Fecal Coliform and Turbidity**	**X**	
Clay Pit Branch	607	None	X	
Eightmile Creek	624	None		X

** According to personal correspondence (e-mail) from FDEP on 11/10/2016, this WBID will be delisted into category 4a TMDL Complete based on the statewide mercury TMDL when the WBID is reassessed next year (2017).*

***According to personal correspondence (e-mail) from FDEP on 11/10/2016 this WBID will be delisted into category 4a TMDL Complete based on the statewide mercury TMDL when the waterbody is reassessed next year (2017). Dissolved Oxygen (DO) and nutrients (Chl-a) are currently in category 3c Planning List based on their inclusion on the 1998 303(d) List, however, they are not considered impaired.*

**** According to personal correspondence (e-mail) from FDEP ion11/10/2016, Biology and DO meet listing thresholds and have been put in category 4d (Study List) because a causative pollutant hasn't been identified. These parameters are also included in the 303(d) list.*

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Table 5-14 Corridor Involvement with Verified Impaired Water Body Drainage Basins

WBID	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
462C	61	61	61	61	6	23	46
542	30	30	30	30	7	7	8
Total Acres	**91**	**91**	**91**	**91**	**13**	**30**	**54**

Segment 1 of the alternative corridors would have some involvement with the Rest Area Run and Muscogee Creek drainage basins. Segment 2 of the project would have involvement with Muscogee Creek, Perdido River, Jacks Branch, Cow Devil Creek and Farm Hill Run drainage basins. As a result, there is potential for water quality concerns; however, it should be noted that stormwater treatment would be provided for whichever alternative corridor should be selected and the level of treatment to be provided would, at a minimum, meet the water quantity requirements for water quality impacts.

Ground Water

Unlike most of Florida, Escambia County obtains its drinking water from the Sand and Gravel Aquifer, a thick sequence of sands, gravels, silts, and clays represented by three major layers: the surficial zone, a low permeability zone, and the main producing zone, which is the source of water for all major users in the County. Groundwater in the Sand and Gravel Aquifer is replenished through rainfall infiltrating through the soil zone and moving laterally from high areas to low areas. Where the low areas intersect streams the ground water seeps out and is discharged to the surface waters. Because of the interconnection between the land surface and the subsurface layers, the aquifer is highly vulnerable to contamination. Generally, the water quality obtained by FDEP monitoring wells is good, although a small percentage have exceedances of lead (4%), sodium (2%) and total coliform (6%). Total coliform bacteria are indicators of potential human health concerns if the water is used for drinking.[1]

The Floridan Aquifer system is also present in Escambia County but its water is brackish and highly mineralized. There is an intermediate confining unit between the Sand and Gravel Aquifer system and the Floridan Aquifer that is comprised of low-permeability sediments. The effectiveness of the intermediate confining unit causes much of the recharge to the Sand and Gravel aquifer to flow laterally, discharging to surface waters. Where groundwater provides a significant contribution to a receiving surface water body, it will contribute to the water quality of the surface water.

In the study area, south of Cantonment, the potentiometric surface of the main-producing zone of the Sand and Gravel aquifer reaches an elevation of approximately 60 feet above sea level near the intersection of I-10 and US 29[2]*. From this point, groundwater elevations decline in all directions.*

All alternative corridors have the potential to affect groundwater quality due to the lack of a continuous confining zone between the land surface and the Sand and Gravel Aquifer system. In Segment 1, the alternative corridors would utilize an urban typical section with a closed drainage system. Therefore, the corridors' potential to affect groundwater quality would be limited to the location of groundwater ponds and since the location of the groundwater ponds is likely to be the same for all alternatives, there is no measure that distinguishes one corridor over another.

In Segment 2, the alternative corridors would utilize a rural typical section with swales to collect runoff. There is potential for some runoff to percolate downward from these swales. Assuming that a longer swale would have greater potential for infiltration into the Sand and Gravel aquifer, the length of Segment 2 (in miles) for each corridor was calculated. Although more recharge is normally a positive influence, if the water being recharged is contaminated, the recharge is a negative attribute. For this analysis, it is assumed that the stormwater runoff collecting in the swales may be contaminated with oils and other chemicals associated with the road use and therefore the shorter the length of swale the less the potential to adversely impact groundwater. ***Table 5-15*** *summarizes this analysis.*

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[1] Florida Department of Environmental Protection, "Perdido Basin Lakes, Rivers, Streams, and Aquifers", pp. 1- 3, http://www.dep.state.fl.us/water/monitoring/docs/bmr/perdido.pdf, accessed 11/08/2016.

[2] Northwest Florida Water Management District, "2013 Water Supply Assessment Update", Water Resources Assessment 14-01, January 2014, p. 3-7.

Table 5-15 Corridors' Potential to Affect Groundwater

Length of Swale (in miles)	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
	9.1	8.3	7.5	7.3	6.3	6.8	7.7

Water Quality Summary

Corridor 5 would have the least involvement with verified impaired waters drainage basins, followed by Corridor 6 and Corridor 7. Corridors 1 through 4 have the most involvement with these drainage basins and are located closer to the Perdido River than Corridors 5, 6, and 7. Corridor 5 would also have the least potential to impact groundwater, followed by Corridors 6 and 7. Corridor 1 would have the greatest potential impact to impact groundwater quality.

Floodplains

***Table 5-16** is a list of the FEMA digital floodplain maps encompassing the study area. **Figure 5-8** shows the floodplains associated with the study area drainageways. There are no designated floodways in the study area.*

Table 5-16 FEMA Flood Insurance Rate Maps Encompassing the Study Area

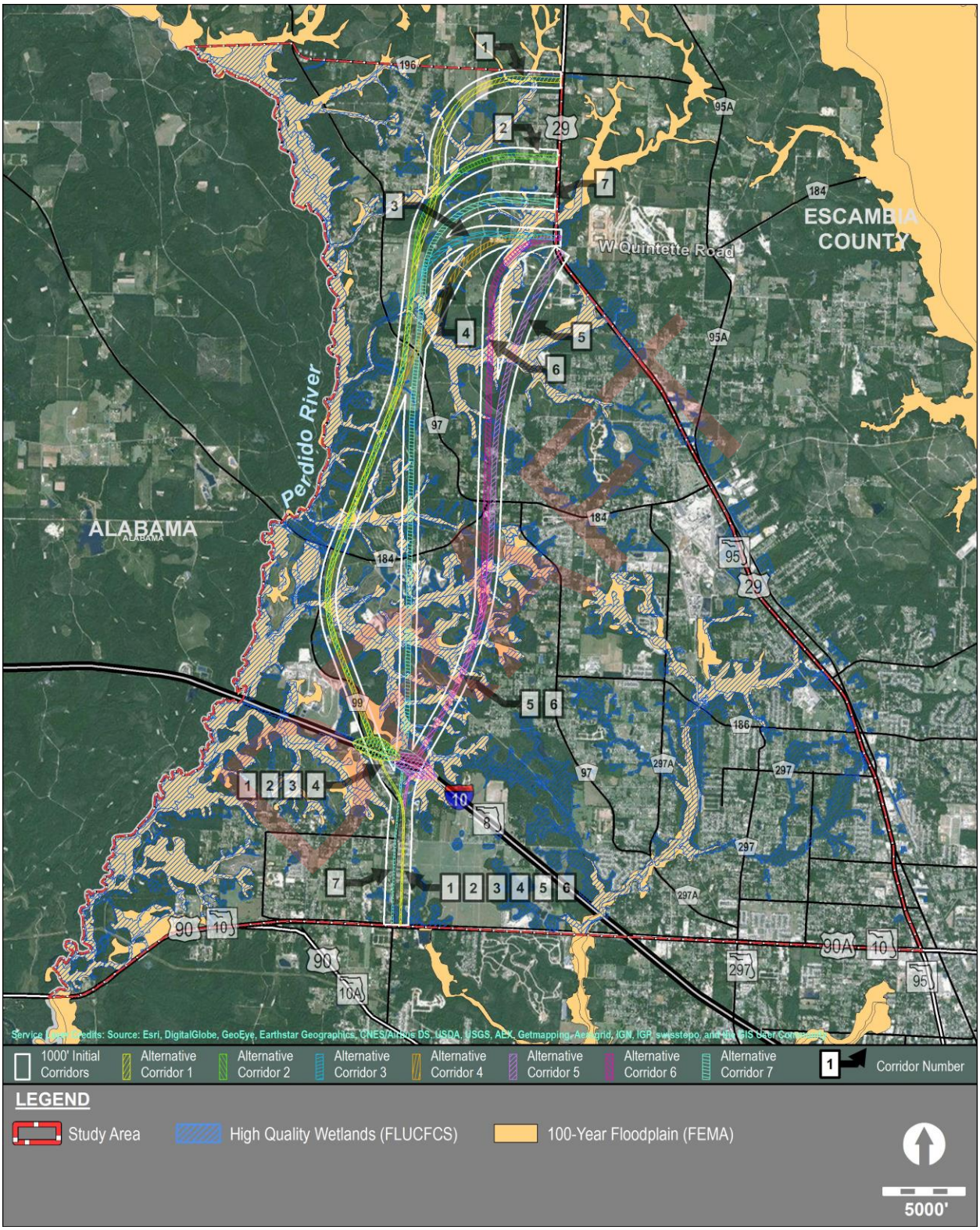
Flood Insurance Rate Map Number	Year
12033C0270G	2006
12033C0290G	2006
12033C0280G	2006
12033C0260G	2006
12033C0285G	2006
12033C0220G	2006
12033C0240G	2006

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Most of the floodplains in the study area drain to the Perdido River or to streams draining to the Perdido River (Rest Area Run, Clay Pit Branch, Perdido River drainage, Muscogee Creek, Jacks Branch, Farm Hill Run, Cowdevil Creek and Churchhouse Branch). The southeast corner of the study area drains to streams discharging to Perdido Bay. Streams in the study area discharging to Perdido Bay include: Elevenmile Creek, Tenmile Creek, Coffee Creek, and Eightmile Creek. Most of the Perdido River's major tributaries and many feeder streams are vulnerable to flooding.[3]

[3] *Northwest Florida Water Management District, "Surface Water Improvement and Management Plan Perdido River and Bay Watershed", April 2012, p. 23*

Figure 5-8 Corridor Involvement with Floodplains and Wetlands



Due to the extensive nature of floodplains in the study area, avoidance of floodplains is not possible. To determine which corridors would have the least impact on floodplains, the acreage of the corridors' footprint within the 100-year flood zones was calculated for each alternative corridor and are shown in ***Table 5-17.*** *In addition, the number of longitudinal crossings were estimated.*

Table 5-17 Corridor Involvement with the 100-Year Flood Zone

Floodplain Involvement	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Acres in 100-Year Flood Zone	46	39	35	42	65	85	73
Number of Longitudinal Crossings	6	4	4	4	4	6	5

Floodplains Summary

Corridor 3 with 35 acres of impact had the least involvement with the 100-year flood zone, followed by Corridor 2 which had 39 acres of impact, then Corridor 4 with 42 acres, and Corridor 1 with 46 acres of impacts. Corridors 5, 6, and 7 had the most impacts to floodplains with 65 acres, 85 acres and 73 acres, respectively. The greater involvement of Corridors 5, 6, and 7, as opposed to Corridors 1 through 4, is largely due to these corridors making less use of existing roads in their alignments.

Corridors 2, 3, 4, and 5 would have four longitudinal crossings, while Corridor 7 would have five such crossings, and Corridors 1 and 6 would have the most with six longitudinal crossings.

Wetlands

Table 5-18 *provides the most common types of wetland communities found within the study area, and the Florida Land Use, Cover and Forms Classification System (FLUCFCS) designation for each wetland type.*

Table 5-18 Wetland Systems within the Study Area

FLUCFCS Designation	Wetland System	Description
530	*Man-made Ponds*	*Artificial impoundments of water, usually livestock or farm ponds.*
617	*Mixed Wetland Hardwoods*	*Wetland hardwood forests within the study area are typically stream systems due to the local topography. The canopy is usually dominated by sweet bay magnolia, blackgum, red maple, tulip poplar, and sweet gum. Understory shrub species include buckwheat titi, large-leaf bayberry, blueberry, and American holly. Sparse ground cover species include giant cane, wooly witchgrass, St. John's wort, netted chain fern, and Virginia chain fern.*
625	*Hydric Pine Flatwoods*	*These predominant wetland forested areas contain a sparse to moderate canopy of coniferous species and an understory of hydrophytic grasses, sedges, wiregrass, and forbs. Most of these areas have not been exposed to frequent fire and have developed a thick understory dominated by hydrophytic shrub species such as black titi and large-leaf gallberry.*
630	*Wetland Forested Mixed*	*Mixed wetland forested communities in which neither hardwoods nor conifers achieve a 66 percent dominance of the crown canopy composition. Black gum, sweetbay, and bald cypress, often comprise the canopy in these wetlands. Black titi, swamp cyrilla, and wax myrtle are common shrub species.*
646	*Treeless Hydric Savanna*	*Open wetland meadow typically dominated by wiregrass or cutthroat grass. Other herbaceous species may include pitcher plants, sundews, hat pin, maidencane, and warty panicum.*

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The wetland communities richest in wildlife and habitat resources include Mixed Wetland Hardwoods (617), Wetland Forested Mixed (630) and Treeless Hydric Savanna (646). In order to compare alternatives, the total acres of wetland involvement was calculated for each corridor and for each wetland type, and the acres of wetland involvement with high quality wetlands was calculated for each alternative corridor and the percentage of the high quality wetlands impacted out of the total wetlands impacted was calculated. ***Table 5-19*** *shows the involvement of each alternative corridor with the various wetland types and* ***Table 5-20*** *shows the total impacts of each corridor on high quality wetlands (617, 630, and 646).*

Table 5-19 Corridor Involvement with Each Wetland Community Type

FLUCFCS Code	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
530	0.38	1	0.38	1	0.38	1	0.82	4	3.56	7	2.46	6	1.50	5
617	1.23	4	1.23	4	1.23	4	1.23	4	0.00	1	0.00	1	0.09	3
625	44.05	2	46.64	4	41.35	1	44.06	3	47.72	5	64.95	7	60.11	6
630	19.53	6	2.91	1	4.08	2	5.93	3	17.65	5	22.09	7	15.87	4
646	2.66	3	1.05	2	5.54	5	7.71	7	0.00	1	2.76	4	5.99	6
Total and Rank	**67.85**	**4**	**52.21**	**1**	**52.58**	**2**	**59.75**	**3**	**68.93**	**5**	**92.26**	**7**	**83.56**	**6**

Each corridor has some level of wetland impacts. Corridor 2 has the lowest total wetland impact (52.2 acres) while Corridor 6 has the greatest number of acres of wetland impacts (96.3 acres). Corridors 1, 2, 3, and 4 have essentially the similar potential for involvement with wetlands as they all mainly share the same alignment. Corridors 5, 6, and 7 on the other hand have largely different alignments that result in a greater range of impacts. Corridors 5, 6, and 7 also utilize less existing road alignments resulting in greater total wetland impact.

Table 5-20 Corridor Involvement with High Quality Wetlands

FLUCFCS Code	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
617	1.23	4	1.23	4	1.23	4	1.23	4	0.00	1	0.00	1	0.09	3
630	19.53	6	2.91	1	4.08	2	5.93	3	17.65	5	22.09	7	15.87	4
646	2.66	3	1.05	2	5.54	5	7.71	7	0.00	1	2.76	4	5.99	6
Total and Rank	**23.42**	**6**	**5.19**	**1**	**10.85**	**2**	**14.87**	**3**	**17.65**	**4**	**24.85**	**7**	**21.95**	**5**
Percentage and Rank	**0.35**	**7**	**0.10**	**1**	**0.21**	**2**	**0.25**	**3**	**0.26**	**4**	**0.27**	**6**	**0.26**	**4**

The percentage of high quality wetlands out of the total wetland impacts for each corridor was calculated to identify the corridor with the greatest percentage of impacts to high quality wetlands (Corridor 1), although Corridor 6, at 24.85 acres, has the most acreage impacts to high quality wetlands. The corridor

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with the lowest percentage of impacts to high quality wetlands (Corridor 2) also has the least total involvement with high quality wetlands and the lowest total involvement with all wetland types. It is interesting to note that alternatives 5 and 7 perform better in regards to impacts to high quality wetlands than when comparing their total wetland impacts. Corridor 5 has a total of 17.65 acres of impact to high quality wetlands (0.26 percent of the total wetlands impacted) and Corridor 7 has a total of 21.95 acres of impacts to high quality wetlands (also 0.26 percent of total wetland impacts).

Corridors 5 and 6 have no involvement with the Mixed Wetland Hardwoods (617) community type which is slightly impacted by Corridors 1-4. The Wetland Forested Mixed (630) community type has the most impacts of the high quality wetlands and is most impacted by Corridor 6 (22.09 acres of impact) followed by Corridor 1 with 19.53 acres of impact. Corridor 5 has no involvement with Treeless Hydric Savanna (646) which is most affected by Corridor 4 (7.71 acres of impact).

Wetland communities richest in wildlife and habitat are protected under Federal and State law, and therefore will be preserved in conservation or identified for acquisition by the NWFWMD.

Essential Fish Habitat

The National Marine Fisheries Service (NMFS) in their review of the project in ETDM determined that none of the alternative corridors would have direct involvement with estuarine habitats (EFH) used by federally-managed fish species and their prey. Therefore, none of the alternative corridors would have direct impacts to coastal and marine resources or EFH. However, the NMFS noted that the corridors crossed several creeks which drain to the Perdido River and Perdido Bay, creating the potential for indirect impacts from a possible increase in pollutants reaching estuarine habitats. Therefore, it was recommended that alternative corridors that are located further from the Perdido River and that minimize involvement with inland waterways draining to the Perdido River should be given preferred consideration.

*Based on this recommendation, even though there were no direct impacts to EFH, the alternative corridors were assessed based on their distance from the Perdido River at their closest point (**Table 5-21**).*

Table 5-21 Corridor Distance from Perdido River

Distance from Perdido River (in miles)	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
	0.5	0.5	0.5	0.5	1.9	1.8	0.9

Corridors 5 and 6 have similar alignments and are furthest from the river. Alternatives Corridors 1, 2, 3, and 4 all share similar alignments and are closest to the Perdido River; however, Corridor 4 is shorter and it departs the shared alignment, heading towards the northeast (away from the river), sooner than the other corridors. Therefore, the longer a corridor continued on an alignment parallel to the river the greater the potential for impacts.

*Also, the greater the number of streams draining to the Perdido River crossed by a corridor, the greater the potential to impact the Perdido River. The National Hydrography Dataset – Linear Surface Water Drainage Network (February 2016) was used to determine the number of reaches in a stream system crossed by the alternative corridors. Corridor1 would cross the most (20) stream segments followed by Corridors 2 and 4 with 16, Corridor 3 with 15, Corridor 6 with 13, Corridor 7 with 12, and Corridor 5 with 11, has the least involvement with steams (**Table 5-22**).*

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Table 5-22 Number of Streams Crossed by Alternative Corridor

Streams Draining to Perdido River	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Total Streams Crossed	20	16	15	16	11	13	12

Wildife and Habitat

Natural areas cover a substantial portion of the Perdido Basin and provide important habitat for wildlife. These areas are most effectively maintained through frequent fires, which restrict the size, abundance, and distribution of woody shrubs while contributing to the development of a diverse groundcover characteristic of many native habitats in the region. Generally, the silvicultural areas within the study area represent various understory conditions that have been influenced by prescribed burning, mechanical clearing, and other land management practices. Some areas have been burned on a sufficient burn rotation to allow for growth of a native understory, whereas other areas are fire suppressed and display on overburden of shrubs that contribute to relatively low species richness in the understory layer. Silvicultural land comprises approximately 30 percent of the total land use within all study alignments.

Wetland habitats in the study area have been discussed above. ***Table 5-23*** *describes the upland habitats occurring within the study area and* ***Table 5-24*** *summarizes each corridor's involvement with each upland community.*

Table 5-23 Upland Habitat within the Study Area

FLUCFCS Designation	Upland Type	Community Description
320	Shrub and Brushland	Shrub and brushland is dominated by saw palmettos, gallbberry, wax myrtle, coastal scrub and other shrubs and brush. Generally saw palmetto is the most prevalent with a wide variety of woody scrub plant species.
330	Mixed Rangeland	Mixed rangeland occurs when a community contains more than one third intermixture of either grassland or shrub-brushland range species. The area is usually dominated by species including saw palmetto, wax myrtle, gallberry, bracken fern, partridge pea, and a wide variety of panic grasses.
410	Upland Coniferous Forest	This natural forest community contains a canopy cover with at least 66 percent dominated by coniferous species. The common understory species include water oak, yaupon holly, wax myrtle, and gallberry.
411	Pine Flatwoods	Pine flatwoods are dominated by either slash pine, longleaf pine or both and less frequently pond pine. The common flatwoods understory species include saw palmetto, wax myrtle, gallberry and a wide variety of grasses, forbs, and sedges.
420	Upland Hardwood Forest	This community is dominated by at least 66 percent coverage of hardwood canopy species including live oak, water oak, southern magnolia, pignut hickory, and sweet gum.
434	Harwood-Conifer Mixed	Mixed hardwood and coniferous species with neither type exceeding 66 percent crown canopy dominance. This habitat within the study area usually contains a mix of canopy species such as slash pine, loblolly pine, southern magnolia, water oak, and live oak.
441	Coniferous Plantations	Coniferous plantations are almost exclusively pine forests artificially generated by planting seedling stock or seeds. These areas are characterized by high numbers of trees per acre and their uniform appearance. Usually dominated by slash pine and a high shrub component due to lack of prescribed fire.
443	Forest Regeneration Areas	Forest regeneration areas are where harvested stands will be reforested through various silvicultural practices rather than being allocated for another land use or abandoned. They usually contain windrows (lines of piled up slash pine or debris) and evidence of site preparation.

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Table 5-24 Corridor Involvement with Each Upland Community

FLUCFCS Code	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
320	0.00	1	0.00	1	7.73	5	7.44	4	4.23	3	22.56	7	7.90	6
330	4.20	1	4.20	1	4.20	1	4.20	1	18.97	7	17.93	6	6.77	5
410	68.45	5	70.29	6	75.81	7	67.94	4	13.23	1	28.62	2	36.94	3
411	3.34	1	3.34	1	3.34	1	3.34	1	13.23	5	13.23	5	15.73	7
420	14.61	7	7.84	6	5.18	5	0.00	1	3.07	4	2.95	3	0.56	2
434	11.12	6	7.01	3	7.01	3	7.01	3	5.34	2	12.61	7	3.39	1
441	50.16	2	68.54	6	47.08	1	51.66	3	67.02	5	56.04	4	85.79	7
443	75.28	7	48.58	4	59.44	5	64.08	6	23.23	1	32.03	2	35.19	3
Total and Rank	**227.16**	**7**	**209.80**	**6**	**209,79**	**5**	**205.67**	**4**	**148.32**	**1**	**185.97**	**2**	**192.27**	**3**

Upland communities richest in wildlife and habitat resources include pine flatwoods (411), upland hardwood forests (420) and hardwood-conifer mixed (434). The acres of corridor involvement with these communities and the percentage of each corridor's involvement with the richest upland communities is summarized in ***Table 5-25.***

Table 5-25 Corridor Involvement with the High Quality Upland Habitats

FLUCFCS Code	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
411	3.34		3.34		3.34		3.34		13.23		13.23		15.73	
420	14.61		7.84		5.18		0.00		3.07		2.95		0.56	
434	11.12		7.01		7.01		7.01		5.34		12.61		3.39	
Total and Rank	**29.07**	**7**	**18.19**	**3**	**15.53**	**2**	**10.35**	**1**	**21.64**	**5**	**28.79**	**5**	**19.68**	**4**
Percentage and Rank	**0.13**	**5**	**0.09**	**3**	**0.07**	**2**	**0.05**	**1**	**0.15**	**6**	**0.15**	**6**	**0.10**	**4**

The percentage of high quality uplands impacted out of the total upland impacts for each corridor was calculated to identify the corridor with the greatest percentage of impacts to high quality uplands (Corridors 6 and 7), although Corridor 1, at 29.07 acres, has the most acreage impacts to high quality uplands. The corridor with the lowest percentage of impacts to high quality uplands (Corridor 4) also has the least total involvement with high quality uplands but would not have the lowest total involvement with all upland types, instead it ranks fourth in impacts to all upland types. Corridors 5 and 6 have the lowest total impacts to upland types.

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*In addition, the amount of developed land, undeveloped farmland, and natural habitat land was calculated for each corridor (see **Table 5-26** below).*

Table 5-26 Percentages of Developed, Undeveloped Farmland and Natural Habitats by Alternative Corridor

	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	%	Rank	%	Rank	%	Rank	%	Rank	%	Rank	%	Rank	%	Rank
Developed Land	14%	3	19%	6	16%	4	16%	4	19%	6	13%	2	11%	1
Undeveloped Farmland	46%	7	44%	5	41%	3	41%	3	31%	2	30%	1	46%	6
Natural Habitat	40%	2	37%	1	43%	3	43%	3	51%	6	57%	7	43%	3

Although undeveloped farmlands provide habitat for wildlife, natural habitat provides habitat for a greater number of species. Therefore, the percentage of natural habitat was used to compare the corridors involvement with wildlife in general.

*When the three criteria (total upland impacts, high quality upland impact percentages, and percentages of natural habitats are combined see **Table 5-27** and then comparatively ranked, Corridor 4 ranked best, followed by Corridors 3, 6, and 7, followed by Corridors 5, Corridor 6, and Corridor 1.*

Table 5-27 Alternative Corridor Involvement with Wildlife Habitats

Impact Criteria	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	%/Ac	Rank	%/Ac	Rank	%/Ac	Rank	%/Ac	Rank	%/Ac	Rank	%/Ac	Rank	%/Ac	Rank
Percentage High Quality Uplands	0.13	5	0.09	3	0.07	2	0.05	1	0.15	6	0.15	6	0.10	4
Acres Upland Impacted	227.16	7	209.80	6	209,79	5	205.67	4	148.32	1	185.97	2	192.27	3
Natural Habitat	41%	2	37%	1	43%	3	43%	3	51%	6	57%	7	43%	3
Total Rank		**14**		**10**		**10**		**8**		**13**		**15**		**10**

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Listed Species

***Appendix C** contains the listed species evaluation conducted for this study. The USFWS in their review of the project in the ETDM Programming Screen noted that the occasional presence of the threatened Atlantic sturgeon, Gulf subspecies has been documented but downstream from the project study area. Therefore, involvement with Atlantic sturgeon, Gulf subspecies is unlikely.*

Two additional species noted by the USFWS as potentially occurring in the study area but having low probability of involvement with the project are the crystal darter and the red-cockaded woodpecker. The crystal darter species is known only from the Escambia River drainage. There is low probability of involvement with this species since the distribution of the species is not within the study area nor are there tributaries of the Escambia River occurring within the study area.

Red-cockaded woodpeckers' habitat consist of frequently burned mature pine stands (preferably longleaf pine). The species nest in cavities of living pines which are typically infected with the red heart fungus. Red heart fungus is rarely found in pines less than 80 years old, and because the forestry industry considers 80 year-old pines non-commercial, colonies of red-cockaded woodpeckers are highly local. Most red-cockaded woodpecker colonies are found on federally and state owned lands. The red-cockaded woodpecker population thought to be closest to the study area is in the Blackwater River State Forest in Santa Rosa County. Since the study area includes pine forests there is potential for the red cockaded woodpecker to be present. However, that potential is rather low due to the lack of mature longleaf pine.

Other Federal or state-listed wildlife and plant species with greater potential for occurring in the study area include: the alligator snapping turtle, Eastern indigo snake, gopher tortoise, gopher frog, Florida pine snake, Southeastern American kestrel, reticulated flatwoods salamander, and listed wading birds, such as the little blue heron, white ibis, snowy egret, and the tri-colored heron. The study area was evaluated for the presence of these species habitats.

The potential for the corridors to have involvement with these species was calculated in one of two ways. Involvement with the alligator snapping turtle was based on the number of individual streams having alligator snapping turtle habitat would be crossed by each alternative. Involvement with the remaining species was based on the acreage of each corridor's involvement with each species' habitat (shown in ***Table 5-28****). The acreages were totaled for each alternative corridor and compared. Corridor 5 would have the least involvement with listed species habitat, except for the alligator snapping turtle, while Corridor 1 would have the most involvement.*

There may be indirect impacts to habitats of these and other protected species. Indirect effects could result in a decrease in water quality due to polluted stormwater runoff, habitat loss from future development facilitated by the project, fragmentation and/or isolation of habitat, and roadkills. The proposed project would address water quality concerns by providing a stormwater treatment system. Habitat fragmentation may be alleviated by the provision of wildlife passages. These measures will be addressed in the PD&E phase of the project's development.

Wildlife and Habitat Evaluation Summary

With a score of 33, Corridor 5 performed best overall. It performed best in terms of potential involvement with listed species habitat, but was third from last in potential involvement with wildlife habitats. Corridor 4 scored second best overall and best in potential involvement with wildlife habitat although it was third in potential involvement with listed species habitat. Corridor 6 was third best overall and second best in potential involvement with listed species habitat, but ranked the worst in wildlife habitat.

Corridors 7 and 1 scored the worst with Corridor 7 having the most potential involvement with listed species and Corridor 1 having the second most. However, Corridor 7 ranked second best with Corridors 2 and 3 for involvement with wildlife habitat and Corridor 1 ranked second worst for involvement with wildlife habitat.

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Table 5-28 Corridor Involvement with Listed Species Habitat

Species	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
Crystal Darter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Eastern Indigo Snake	141	7	132	5	137	6	111	4	75	1	81	2	104	3
Gopher Tortoise	141	7	132	5	137	6	111	4	75	1	81	2	104	3
Gopher Frog	141	7	132	5	137	6	111	4	75	1	81	2	104	3
Florida Pine Snake	97	5	115	6	88	4	80	2	81	3	71	1	141	7
SE American Kestrel	44	6	45	7	38	4	25	3	1	1	1	1	40	5
Reticulated flatwoods salamander	47	2	50	4	45	1	47	2	61	5	78	7	76	6
Wading Birds	3	2	2	1	6	5	9	6	4	3	5	4	9	6
	Streams Crossed	Rank	Streams Crossed	Rank	Streams Crossed	Rank	Streams Crossed	Rank	Streams Crossed	Rank	Streams Crossed	Rank	Streams Crossed	Rank
Alligator Snapping Turtle	5	2	5	2	4	1	6	4	9	5	11	7	9	5

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Conservation Areas

The Perdido River watershed, although small in comparison to other panhandle watersheds, is lightly developed with numerous natural resources. The goal of the Perdido River and Bay SWIM plan, developed by the NWFWMD, is to manage the Perdido River and Bay watershed for long-term sustainability of watershed resources, values and functions. Primary means for accomplishing this is through preservation, and where necessary, restoration.

*The NWFWMD has acquired several parcels along the Perdido River, known as the Perdido River Water Management Area (shown in **Figure 5-9**), to help protect the River, provide recreation opportunities, and through the FFWCC, manage wildlife resources. In addition, in the vicinity of the study area is a private conservation area known as Betty and Crawford Rainwater Perdido River Nature Preserve. It should be noted that all the corridors are outside the boundaries of these conservation areas, but Corridor 1-4 abut the Perdido River Water Management Area for a short distance where the Water Management Area abuts Beulah Road near, but south of, Beulah Road's intersection with CR 184 (Muscogee Road). Should one of these corridors advance into the next phase of the project's development, the corridors' alignment will be shifted away from the conservation lands.*

In addition, there is a Florida Forever project, known as the Lower Perdido River Buffer, which targets another 2,331 acres in the vicinity of the study area for acquisition by the state. The parcels comprising this planned acquisition, which would become part of the Perdido River Water Management Area, are located outside the Beulah Beltway study area.

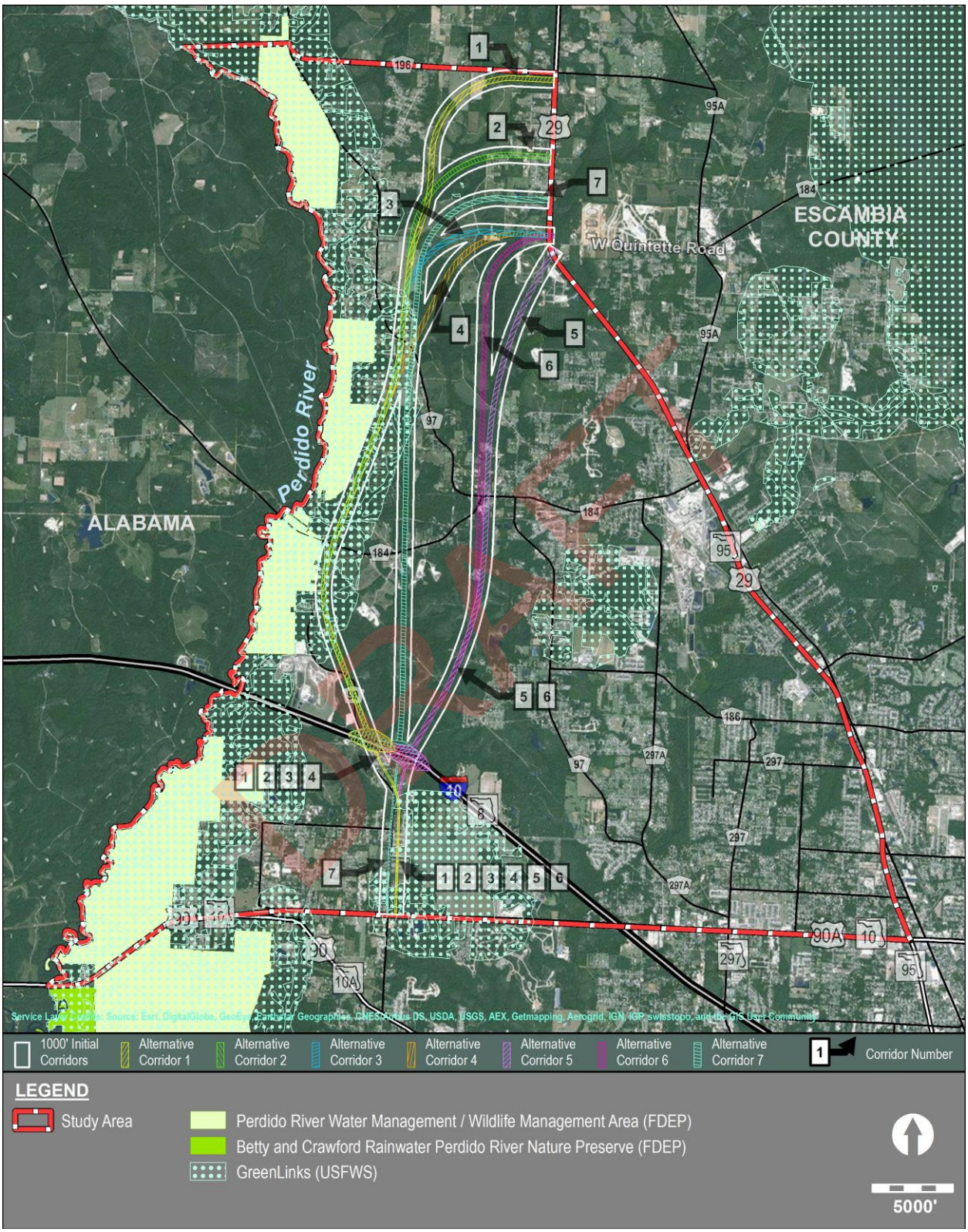
*One goal in the development of the alternative corridors was to avoid and minimize impacts to conservation areas (both existing and planned). In order to do that, the USFWS GreenLinks Conservation Priority Model was used in developing alignments that minimized involvement, as much as practical, with land identified as priority for conservation. The database is a collection of available statewide and regional GIS data and analyses to be used to protect and manage conservation lands and plan for future development. The regional ecological network prioritizes lands in three categories or classes. P1L1 is the highest and P1L3 is the lowest. **Table 5-29** summarizes the corridors' involvement with the three GreenLinks classes.*

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Table 5-29 Alternative Corridors Potential Involvement with GreenLinks Priorities

GreenLinks Priority Lands	Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank	Acres	Rank
P1L1 Lands	27		27		27		25		2		2		1	
P1L2 Lands	28		28		28		26		1		1		4	
P1L3 Lands	107		107		107		95		4		4		50	
Total and Rank	**162**	**5**	**162**	**5**	**162**	**5**	**146**	**4**	**7**	**1**	**7**	**1**	**55**	**3**

Figure 5-9Conservation Areas in the Project Area



*From **Table 5-29**, it is apparent that Corridors 5 and 6 perform best in avoiding GreenLinks priorities, having the least involvement with P1L2 and P1L3 lands. Corridor 7 scored second best with the least involvement with P1L1 lands and the second least involvement with P1L2 and P1L3 land. Although Corridor 4 scored next best, its potential involvement with the P1L1 lands and P1L2 lands was almost as much as Corridors 1, 2, and 3. Corridors 1, 2, and 3 scored the same and had the most potential involvement with all three GreenLinks priority lands.*

Natural Environment Evaluation Category Summary

***Table 5-30** summarizes the comparative evaluation of the corridors involvement with natural resources. The corridors' comparative ranks for water quality, floodplains, wetlands, essential fish habitat, conservation lands and wildlife and habitat were totaled to obtain a performance score for each corridor. The lower the score the better the Corridor performed in this category, even though the specific corridor may not have performed best in some of the evaluation categories. The corridor's performance scores will be used in comparison with the corridors' performance scores in the other evaluation categories to identify those corridors that perform best overall at the conclusion of this evaluation.*

Corridor 5 scored best overall with the lowest scores in wildlife and habitat, conservation lands, EFH, and water quality. It was fourth worst in potential wetland involvement (and worst in total acres impacted) and it was third worst in floodplain impacts.

Corridor 1 performed worst overall having the worst ranking in the wildlife and habitat, conservation lands, EFH, and water quality criteria. Corridor 1's best rankings were fourth from best in floodplains and wetlands involvement.

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Table 5-30 Natural Environment Evaluation Criteria

EVALUATION CRITERIA	EVALUATION MEASURE	ALTERNATIVE CORRIDORS													
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Surface Water Quality	Acres in verified impaired waters drainage basins impacted	91	4	91	4	91	4	91	4	13	1	30	2	54	3
	Surface Water Quality Impacts Rank		**4**		**4**		**4**		**4**		**1**		**2**		**3**
Ground Water Quality	Length of Corridor (in miles) in Segment 2	9.1	7	8.3	6	7.5	4	7.3	3	6.3	1	6.8	2	7.7	5
	Groundwater Quality Rank		**7**		**6**		**4**		**3**		**1**		**2**		**5**
	Water Quality Total Rank		**11**		**10**		**8**		**7**		**2**		**4**		**8**
Floodplains	Acres in 100-Year Floodplain	46	4	39	2	35	1	42	3	65	5	85	7	73	6
	Number of longitudinal crossings	6	6	4	1	4	1	4	1	4	1	6	6	5	5
	Floodplain Impact Total Rank		**10**		**3**		**2**		**4**		**6**		**13**		**11**
Wetlands	Percentage of High Quality wetlands impacted	0.35	7	0.10	1	0.21	2	0.25	3	0.26	4	0.27	6	0.26	4
	Total wetland acres impacted	69	4	52	1	53	2	60	3	69	4	92	7	85	6
	Wetlands Impact Total Rank		**11**		**2**		**4**		**6**		**8**		**13**		**10**
Essential Fish Habitat	Length of Corridor	11.25	7	10.44	6	9.66	5	9.36	4	8.21	1	8.68	2	9.58	3
	Distance Corridor Segment is to Perdido River (in miles)	0.5	4	0.5	4	0.5	4	0.5	4	1.9	1	1.8	2	0.9	3
	Number of streams reaches tributary to Perdido River crossed	20	7	16	5	15	4	16	5	11	1	13	3	12	2
	Essential Fish Habitat Total Rank		**18**		**15**		**13**		**13**		**3**		**7**		**8**
Conservation Lands	Acres in GreenLinks Priority P1L1 Lands	27		27		27		25		2		2		1	
	Acres in GreenLinks Priority P1L2 Lands	28		28		28		26		1		1		4	
	Acres in GreenLinks Priority P1L3 Lands	107		107		107		95		4		4		50	
	Conservation Lands Total and Rank	**162**	**5**	**162**	**5**	**162**	**5**	**146**	**4**	**7**	**1**	**7**	**1**	**55**	**3**
Wildlife Habitats	Percentage of High Quality Uplands	0.13	5	0.09	3	0.07	2	0.05	1	0.15	6	0.15	6	0.10	4
	Total Upland types impacted	227.16	7	209.80	6	209.79	5	205.67	4	148.32	1	185.97	2	192.27	3
	Natural Habitat	41%	2	37%	1	43%	3	43%	3	51%	6	57%	7	43%	3
	Wildlife Habitat Total Rank		**14**		**10**		**10**		**8**		**13**		**15**		**10**
Listed Species Habitat	Number of streams with alligator snapping turtle habitat	5	2	5	2	4	1	6	4	9	5	11	7	9	5
	Listed Species Streams Habitat Rank		**2**		**2**		**1**		**4**		**5**		**7**		**5**
Listed Species Habitat	Acres of Eastern indigo snake habitat	141	7	131	5	136	6	111	4	75	1	81	2	104	3
	Acres of gopher tortoise habitat	141	7	131	5	136	6	111	4	75	1	81	2	104	3
	Acres of gopher frog habitat	141	7	131	5	136	6	111	4	75	1	81	2	104	3
	Acres of Florida pine snake habitat	97	5	115	6	88	4	80	2	81	3	71	1	141	7
	Acres of Southeastern American kestrel habitat	44	6	45	7	38	4	25	3	1	1	1	1	40	5
	Acres reticulated flatwoods salamander habitat	47	2	50	4	45	1	47	3	61	5	78	7	76	6
	Acres of wading bird habitat	3	2	2	1	6	5	9	6	4	3	5	4	9	7
	Listed Species Acreage Habitat Total Rank		**36**		**33**		**32**		**26**		**15**		**19**		**34**
	Wildlife and Habitat Total Rank		**52**		**45**		**43**		**38**		**33**		**41**		**49**
	Natural Environment Evaluation Score		**107**		**80**		**75**		**72**		**53**		**79**		**89**

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5.3.4 Physical Environment Impacts

The evaluation criteria for the physical impacts in the study area were traffic noise, involvement with potential contamination sites, and infrastructure impacts. The criteria and measures used to evaluate and compare alternative corridors' involvement with the physical environment include:

- *Traffic Noise – potential for noise impacts was measured by the number of noise sensitive sites along an alternative corridor,*
- *Contamination – involvement with potential contamination sites was measured by the number of potential contamination sites in or along an alternative corridor, and*
- *Infrastructure – involvement with existing infrastructure was measured by the number of sites in or along an alternative corridor.*

The following discussion describes these features within the study area.

Traffic Noise Impacts

The potential for the project to cause traffic noise impacts to noise sensitive sites was determined by identifying the number of noise potential sites along each corridor. Noise sensitive sites include residences, churches, hospitals, schools, libraries, and other land uses where traffic noise if of sufficient loudness could interfere with the intended use of the sensitive site.

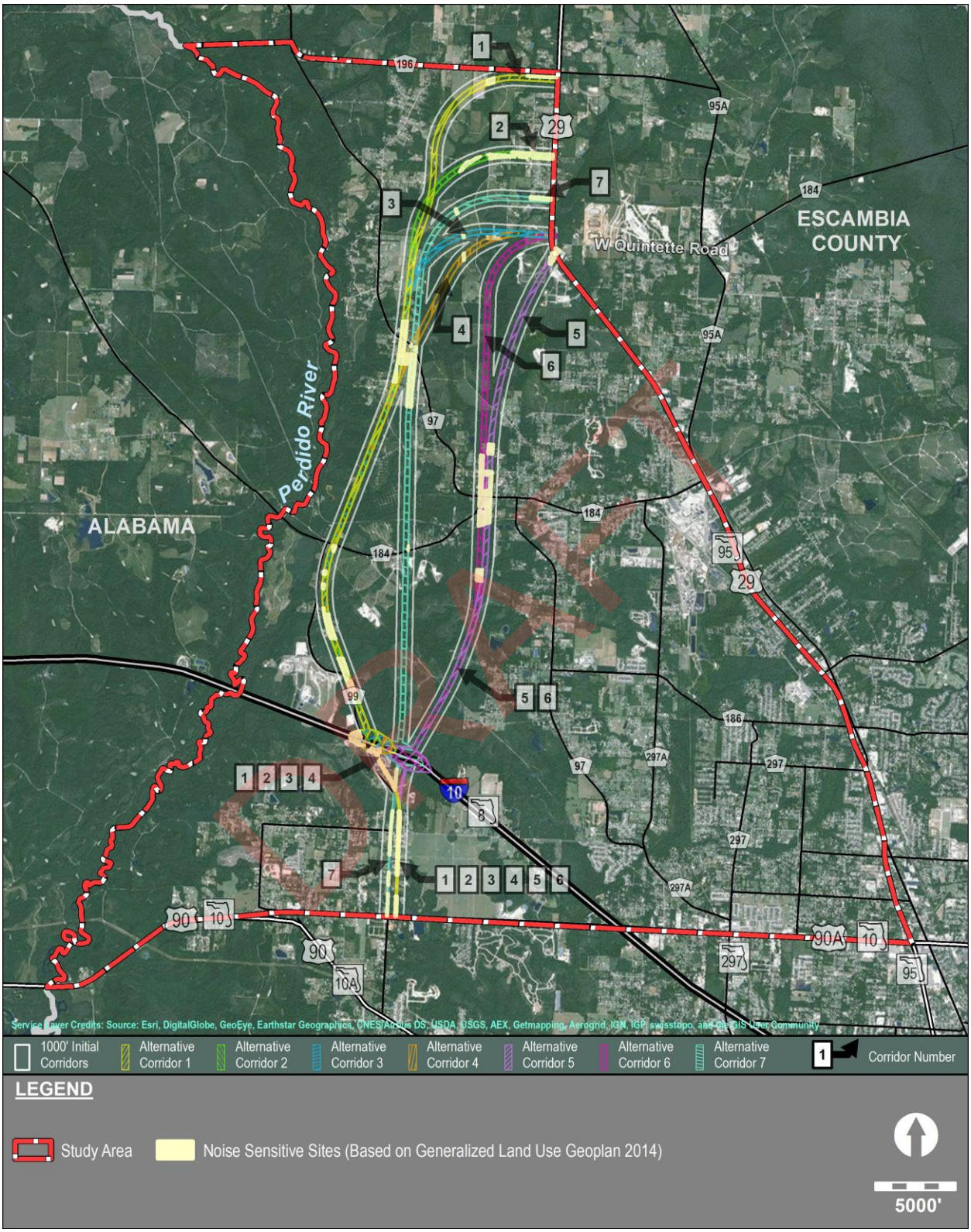
To determine which corridors would have the least potential for traffic noise impacts, the number of noise sensitive sites adjacent to the corridor were counted. The corridor with the least number of noise sensitive sites received a rank of 1. ***Table 5-31*** *shows the number of noise sensitive sites in each corridor.* ***Figure 5-10*** *shows the locations of noise sensitive sites in relation to the alternative corridors.*

Table 5-31 Noise Sensitive Sites by Corridor

Number of Potential Noise Sensitive Sites	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
	41	48	37	35	22	17	18

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Figure 5-10 Noise Sensitive Sites



Potential Contamination Sites

Regulatory databases were searched to identify potential contamination sites within the study area, see ***Table 5-32*** *for a list of potential contamination sites and* ***Figure 5-11*** *for their locations. Some sites appear on more than one list but are only shown once in the table. Those sites with which at least one alternative corridor would have involvement are shown in bold type in* ***Table 5-32****.*

Each corridor was assessed for involvement with these sites based on the site's proximity to the corridor. At least one site is known to have extensive groundwater contamination that may extend beyond the boundaries of the site; therefore, any corridor that was in the proximity of the known groundwater contamination was considered to have the potential for involvement with contamination from that site.

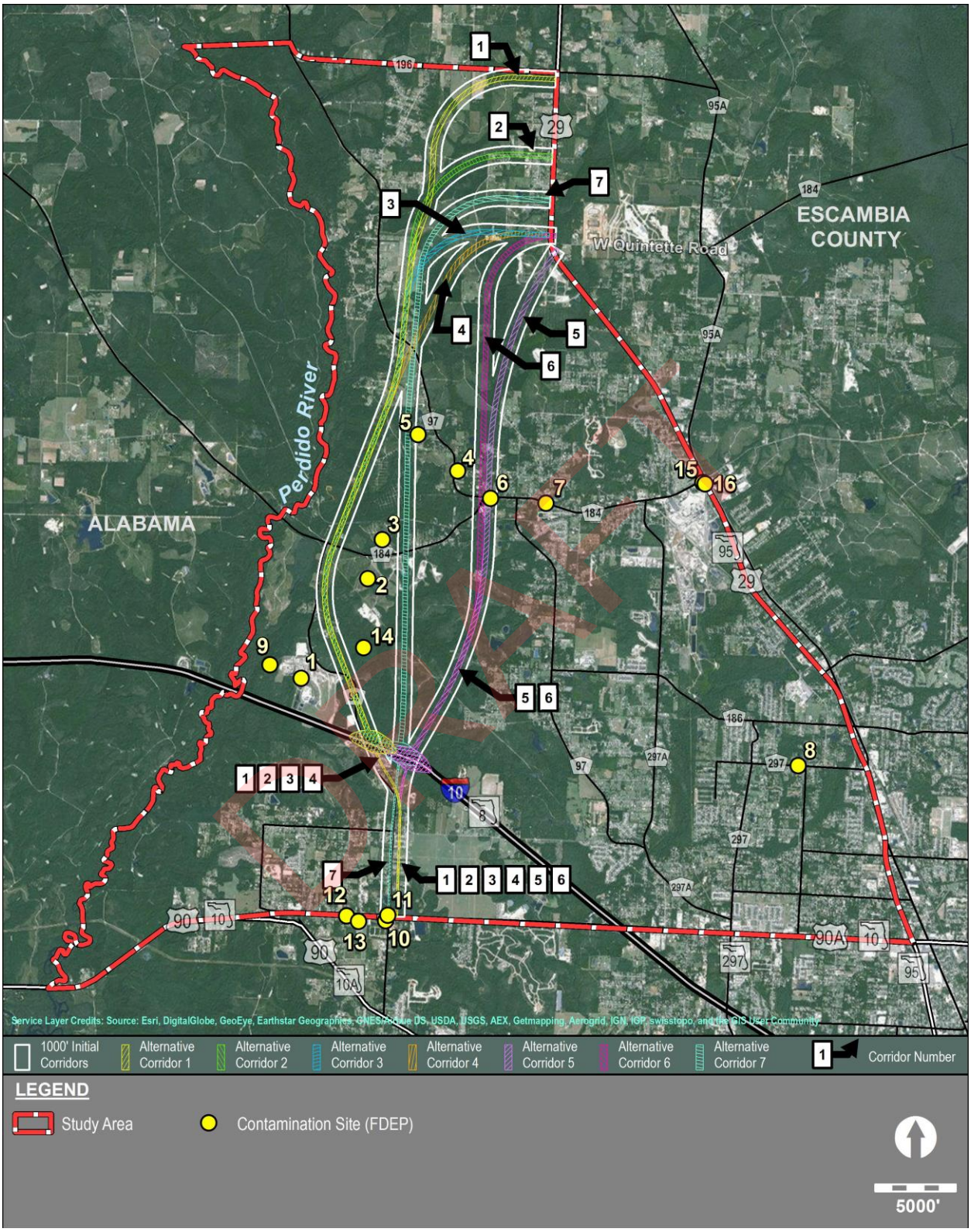
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Table 5-32 Potential Contamination Sites in the Study Area

Map ID	Facility Name	Facility ID	Contaminants of Concern	Status	Involvement	Comments
1	**Perdido Landfill** **13009 Beulah Road** **Cantonment, FL 32533**	FLD 982120131 Site #873 Site #1688	Waste Tires, Sludge, petroleum products	Active	Potential Involvement	Class I permit denied, storage tank contamination monitoring, DEP Site #46547746
2	**International Paper Company** **North Rock Crossing Landfill** **Muscogee Road** **Cantonment, FL 32533**	95030	Solid waste	Not Open	Potential Involvement	International Paper Company withdrew their request for a permit in 2011
3	**International Paper Company** **Rock Crossing Landfill** **Muscogee Road** **Cantonment, FL 32533**	2217	Turbidity, Iron, Lead, Aluminum, Manganese, Fecal Coliforms, Total Coliforms	Active	Potential Involvement	Processing Facility, Groundwater monitoring on-going
4	Lopez Property 320 Jacks Branch Road Cantonment, FL 32533	9103423	Petroleum products	Closed	Potential Involvement	No tanks appear on site, Corridor 7 may have involvement
s5	**Dubose Oil Products** **Earl Gene Road** **Cantonment, FL 32533**	FLD000833368 Site #52545	Hazardous waste	Closed	Potential Involvement	Corridor 7 has potential for involvement with this Compliance & Enforcement Tracking for Hazardous Waste Facilities Integrated Management System (CHAZIMS) site. Extensive groundwater contamination
6	**Quick Fill 1** **1239 Muscogee Road** **Cantonment, FL 32533**	8507977	Petroleum products	Open	Potential Involvement	FDEP cleanup site, Status Active, Corridors 5 and 6 have potential for involvement.
7	Farm Hill Grocery 1049 Muscogee Road Cantonment, FL 32533	8942688	Petroleum products	Active	No Involvement	Storage Tank contamination monitoring. DEP Cleanup site #46547760, Status Active
8	Escambia County Road Dept. 551 Highway 297A Cantonment, FL 32533	8519992	Petroleum products	Open	No Involvement	FDEP Cleanup site #46547745, Active Status
9	Perdido Landfill Pistol Range 13009A Beulah Road Pensacola, FL 32534	FLR000181461	Lead and other chemicals		No Involvement	Pistol range and site of detonation and thermal destruction of waster chemicals
10	**Tom Thumb #143** **5901 W. Nine Mile Road** **Cantonment, FL 32533**	9806366	Petroleum products	Open	Potential Involvement	Closure has occurred, facility is in compliance
11	Johnson's Auto Air and Service 5902 W. Nine Mile Road Cantonment, FL 32533.	FLR0000083899 Site #59941 100018	Antifreeze, lead acid batteries, Used Oils	Open	No Involvement	Conditionally exempt small generator
12	Posey Brothers Automotive 6101 Nine Mile Road	32103	No Chemicals Used	Closed	No Involvement	Out of business,
13	Coastal Airport 6001 Nine Mile Road Cantonment, FL 32533	8507813	Petroleum products	Closed	No Involvement	4/7/98 No significant petroleum contamination exists
14	Trans Pac 10950 Beulah Road Cantonment, FL. 32256	FLD984168252	None	Closed	Potential Involvement	Closed, never opened, Site acquired by Escambia County
15	Union 76 305 Palafox Highway Cantonment, FL 32533	178508194 850894	Petroleum products	Closed	No Involvement	Natural Attenuation Cleanup is Active
16	Happy Stores Muscogee Road and US 29 Cantonment, FL 32533	8507930	Chlorinated compounds	Closed	No Involvement	Preliminary groundwater investigation conducted in 1998

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Figure 5-11 Potential Contamination Sites in the Study Area



*Of the sites listed in **Table 5-32** with potential contamination, there are six with which one or more of the alternative corridors may have involvement. The FDEP OCULUS database was searched to determine the status of these sites. The Perdido Landfill is a Municipal Solid Waste Landfill that has been in operation since 1981. In 1986, the landfill was determined to have groundwater contamination due to volatile organic compounds (VOCs). Contamination assessment activities began in 1988 and the site is actively monitored by FDEP. International Paper Company has two solid waste sites on Muscogee Road: North Rock Crossing Landfill and Rock Crossing Landfill. International Paper Company retracted a permit request for the site north of Muscogee Road (North Rock Crossing Landfill) and it is not considered contaminated. Rock Crossing Landfill, south of Muscogee Road, remains in operation and has had reported exceedances of various contaminant levels in both surface and ground water. It is being monitored by FDEP.*

Quick Fill #1 is an active petroleum cleanup site. Since opening in 1984 as a JR Food Store, the site has had occurrences of petroleum discharge that extend into the Muscogee Road right-of-way. FDEP has an active remediation program underway. The 10-acre Dubose Oil Products site is located west of Jacks Branch Road in the vicinity of the Earl Gene Road. USEPA's Superfund Site Profile indicated that the company operated a waste storage, treatment, recycling and disposal facility from 1979 to 1981. USEPA placed the site on the National Priorities List (NPL) in 1986 because of contaminated soil, groundwater and surface water. The USEPA, FDEP and the site's potentially responsible parties (PRPs) have investigated site conditions and taken steps to clean up the site. According to USEPA the site contamination does not currently threaten people or the environment and has been removed from the NPL list; however, the FDEP's MapDirect website, shows extensive groundwater contamination around the site. Further investigation would be recommended for any corridor that would have involvement with this site.

Tom Thumb #143, a retail station, had petroleum contamination that has been remediated and the site is currently in compliance.

***Table 5-33** summarizes the alternative corridors involvement with the potentially contaminated sites. Sites not having contamination, such as the International Paper Company proposed solid waste disposal north of Muscogee Road were not included on the list. Sites that have been identified as potentially having contamination and within at least 500 feet of a corridor's boundary have been included in the table.*

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Table 5-33 Corridor Involvement with Potentially Contaminated Sites

Site	Corridor 1	Corridor 2	Corridor 3	Corridor 4	Corridor 5	Corridor 6	Corridor 7
Perdido Landfill	X	X	X	X			
International Paper Co. Rock Crossing Landfill							X
Dubose Oil Products							X
Quick Fill 1					X	X	
Tom Thumb 143	X	X	X	X	X	X	X
Total Sites	**2**	**2**	**2**	**2**	**2**	**2**	**3**

The corridors were compared based on the number sites with which they had potential involvement.

All alternatives have the potential for involvement with the Tom Thumb 143 retail station. Alternative Corridors 1-4 and 7 have potential for involvement with Dubose Oil Products sites and Corridors 1-4 would require right-of-way from the portion of the Perdido Landfill site that is actively accepting solid wastes. Corridors 5 and 6 are the only corridors having possible involvement with the Quick Fill 1 retail station on Muscogee Road. And, only Alternative 7 has involvement with the International Paper Company Rock Crossing Landfill.

During the next phase of project development, the corridor or corridor(s) carried forward for further study will be modified to avoid or minimize involvement with these sites. Also, a Phase I contamination screening evaluation will be conducted to determine the risk of involvement with contamination.

Infrastructure

Specific infrastructure impacts include the following:

- *Each Alternative Corridor (1 through 7) intersects an electric transmission line which runs northwest-southeast between CR 184 and I-10.*
- *Alternative Corridors 1, 2, 3, and 4 directly impact the Perdido Landfill.*
- *Each Alternative Corridor (1 through 7) intersects a CSX railroad which runs east/west just north of CR 184.*
- *No airports, schools, or telecommunications are directly impacted by any alternative corridor. The nearest airport is Coastal Airport (located at 6001 West Nine Mile Road) and is approximately 1,250 feet from the nearest alternative corridor.*

Overall results of the physical environmental analysis indicates that Corridor 6 has the least amount of traffic noise, involvement with contamination sites and infrastructure impacts followed by Corridors 5, 1, 3, 4, then Corridors 2 and 7.

Physical Environment Evaluation Summary

Table 5-34 *summarizes the comparison of the alternative corridors involvement with the physical environment criteria. Corridor 6 performed best overall having the least involvement with noise sensitive sites, potential contamination sites and infrastructure. Corridors 1 through 4 would have the most involvement with potential contamination sites and with infrastructure. Corridor 2 which has the most involvement with potential noise sensitive sites would perform the worst overall.*

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Table 5-34 Physical Environment Evaluation Criteria

EVALUATION CRITERIA	EVALUATION MEASURE	ALTERNATIVE CORRIDORS													
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Noise Impacts	Number of potential noise sensitive sites	41	6	48	7	37	5	35	4	22	3	17	1	18	2
	Traffic Noise Rank		**6**		**7**		**5**		**4**		**3**		**1**		**2**
Contamination	Number of Potential contamination sites	2	1	2	1	2	1	2	1	2	1	2	1	3	7
	Potential Contamination Sites Rank		**1**		**1**		**1**		**1**		**1**		**1**		**7**
Infrastructure	Number of infrastructure sites (within 500' buffer)														
	- Electric Transmission Lines	1		1		1		1		1		1		1	
	- Landfill	1		1		1		1		0		0		0	
	- Railroad	1		1		1		1		1		1		1	
	Infrastructure Total and Rank	3	**4**	3	**4**	3	**4**	3	**4**	2	**1**	2	**1**	2	**1**
	Physical Environment Score		**11**		**12**		**10**		**9**		**5**		**3**		**10**

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5.4 Cost, Engineering and Operation Considerations Evaluation

The cost, engineering, and operation considerations used to screen alternatives are listed in ***Table 5-35****. Costs were based on estimates of construction (road and bridge), right-of-way, and mitigation costs. Roadway construction costs utilized the general FDOT long range estimates applied to the length of roadway, the typical section type, and whether the roadway construction is new or widening. Bridge costs were based on the square footage cost for bridge type applied to the square footage of each type structure in each corridor. Right-of-way costs were calculated based on representative property values for the land use types crossed by each alternative applied to the required acreage through each land use category. Wetland mitigation costs were estimated using the FDOT 2016-2017 mitigation bank costs/acre of $114,669.*

At this stage of the project, the primary engineering considerations include identifying locations where maintenance of traffic may be complicated (developed areas), the areas where extensive coordination would be required (railroads, utility conflicts, and longitudinal crossings of waterways), and areas where there may be right-of-way conflicts. The corridors impact scores were totaled to obtain an engineering factors total for each corridor. The corridors' involvement with engineering issues will be compared and ranked, with one representing the corridor with the least engineering concerns.

Operational issues addressed in the purpose and need measure an alternative's ability to achieve improvement in congestion at the US 29/SR 95 /I-10 interchange. The operational issues in this analysis assess the corridor's effect on traffic operations/management on local streets. The criteria to measure these effects include:

- *number of traffic conflict locations (intersections and interchange locations)*
- *miles of existing roads incorporated into proposed facility*
- *miles of side streets that need extending to provide Sector Plan transportation network*

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Table 5-35 Cost, Engineering and Operations Evaluation Criteria

EVALUATION CRITERIA	CRITERION CATEGORY / EVALUATION MEASURE		ALTERNATIVE CORRIDORS													
			Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5		Corridor 6		Corridor 7	
			Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Costs (in millions)	Construction Costs (in millions)		$221.6		$189.5		$167.3		$182.1		$202.6		$256.0		$229.0	
	Right-of-way Costs (in millions)		$8.4		$7.8		$7.2		$7.0		$6.2		$6.5		$7.2	
	Mitigation Costs* (in millions)		$23.2		$19.3		$19.1		$21.6		$20.7		$30.9		$28.4	
	Cost Total and Rank		**$253.2**	**5**	**$216.6**	**3**	**$193.6**	**1**	**$210.7**	**2**	**$229.5**	**4**	**$293.4**	**7**	**$264.6**	**6**
Engineering Considerations	Extensive Coordination Required	Number of railroads crossed	1		1		1		1		1		1		1	
		Number of major utility conflicts	1		1		1		1		1		1		1	
		Number of potential longitudinal crossings	6		4		4		4		4		6		5	
	Extensive Coordination Total and Rank		**8**	**6**	**6**	**1**	**6**	**1**	**6**	**1**	**6**	**1**	**8**	**6**	**7**	**5**
	Constructability	Miles of corridors through developed areas	2.06	6	2.35	7	1.95	5	1.79	4	1.38	2	1.28	1	1.48	3
		Number of right-of-way conflicts	0	1	0	1	1	3	1	3	1	3	1	3	0	1
	Constructability Rank			**7**		**8**		**8**		**7**		**5**		**4**		**4**
	Engineering Considerations Total			**13**		**9**		**9**		**8**		**6**		**10**		**9**
Operations Considerations	Number of Traffic Conflict Locations	Number of future interchanges (north of I-10)	6		6		5		5		5		5		6	
		Number of named intersections (south of I-10)	9		9		9		9		7		7		4	
	Traffic Conflict Locations Total and Rank		**15**	**6**	**15**	**6**	**14**	**4**	**14**	**4**	**12**	**2**	**12**	**2**	**10**	**1**
	Existing roads incorporated into proposed facility (in miles)	River Annex Road	1.89		1.89		1.89		1.78		0		0		0	
		John Wilson Road	0		0.04		0.05		0.05		0		0		0.05	
		Jacks Branch Road	0.05		0.05		0.05		0.04		0.04		0.04		0.06	
		Isaacs Lane	0.05		0.05		0.05		0.05		0		0		0.33	
		Beulah Road	2.99		2.99		2.99		2.99		1.89		1.89		1.93	
	Incorporated Streets Total and Rank		**4.98**	**3**	**5.02**	**2**	**5.03**	**1**	**4.91**	**4**	**1.93**	**6**	**1.93**	**6**	**2.37**	**5**
	Side streets needing realignment or extension (in miles)	Mathison Road	0		0.72		0		0		0		0		0	
		W. Quintette Road	1.58		1.63		1.15		0.77		0		0.35		1.44	
		Well Line Road	1.34		1.34		1.34		1.34		0.07		0.19		1.08	
		Muscogee Road	0.04		0.04		0.04		0.04		0.04		0.10		0.04	
		Kingsfield Road	0.06		0.06		0.06		0.06		0.08		0.08		0.05	
	Side street Improvement Total and Rank		**3.02**	**6**	**3.79**	**7**	**2.59**	**4**	**2.21**	**3**	**0.19**	**1**	**0.72**	**2**	**2.61**	**5**
	Operations Total			**15**		**15**		**10**		**11**		**9**		**10**		**11**
Costs, Engineering and Operations Score				**33**		**27**		**20**		**21**		**19**		**27**		**26**

*Mitigation costs based on $114,669 per acre for 2016/2017 in accordance with FDOT's "Environmental Mitigation Payment Processing Handbook" (October 2013).

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5.5 Narrative Assessment by Corridor

All seven alternative corridors meet the project's purpose and need, although some perform better than others. Of the eleven purpose and need evaluation criteria, all corridors performed equally in meeting capacity/transportation demand and in providing congestion relief on other roads. So these are not discussed below.

All seven alternative corridors also have, to varying degrees, potential impacts on the social, cultural, natural and physical environmental resources of the study area. The following discussion summarizes each alternative corridor's ability in meeting the purpose and need criteria, its potential involvement with the study area resources, and the cost engineering and operation factors that could affect its selection.

Corridor 1

In terms of the project's purpose and need, Corridor 1 performs second best (tied with Corridors 2 and 7) in meeting the project's primary purpose and need which is to improve internal and external connectivity. This corridor is distinguished by being the corridor that comes closest to Chestnut Road, a potential new northern route, but it is not the best performer in meeting the internal connectivity criterion because it would not connect to the Well Line Road extension.

In terms of Economic Development, Corridor 1 connects with two of the four proposed employment districts: the proposed Beulah Interchange Employment District and the Beulah Beltway Employment District. Regarding multimodal facilities, Corridor 1 is 1.4 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, shares no alignment with the future Commuter Rail/Bus Rapid Transit corridor. It does, however, have five new connections to future bicycle and pedestrian facilities and shares 3.6 miles of alignment with future bicycle/pedestrian facilities.

Corridor 1 has the most northern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs best in providing improved hurricane evacuation.

Corridor 1 provides 4.98 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 1 performs well in providing five connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does not do as well in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is 1.8 miles north of the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category there were six evaluation criteria: existing and future land use, potential relocations, farmlands, potential involvement with special populations, community cohesions, and community facilities. Corridor 1 would have 2.4 miles of involvement with existing incompatible (residential) land uses and 7.0 miles of involvement with future incompatible land uses, the worst of any corridor. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, allowing modification of the Sector Plan residential areas if this Corridor were selected.

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Corridor 1 has the second most potential relocations with 244 residential. It also has the most acres of potential impacts to prime farmland or farmland of local importance. Corridor 1 also has, along with Corridor 3, the greatest percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 1 has 3.8 miles of alignment traversing residential areas and would potentially affect the community cohesion of twelve neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, Beulah Road/ Isaacs Lane and Arbor Ridge south of I-10, and Peartree Drive/Timber Creek Drive, Muscogee, Jacks Branch Road/River Annex Road, and Barrineau Park Road), north of I-10) which along with Corridors 2 and 3 would have the third most potential for involvement with community cohesion.

Corridor 1 would have no involvement with community facilities.

Corridor 1 has the most involvement with historic and archaeological resources potentially impacting 24 sites. Many of these have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 1 alignment would be shifted to avoid as many significant cultural resources as possible.

Corridor 1 has the potential for involvement with one privately owned recreation site: Sacred Heart Miracle Camp. Should Corridor 1 advance into the PD&E study, its alignment will be shifted to minimize involvement with the Miracle Camp.

Natural environment criteria included water quality and quantity, floodplains, wetlands, wildlife habitats, EFH, and conservation lands. Overall Corridor 1 performed worst. It had the second most potential impacts to wildlife habitats with 227.16 acres of impacts to upland habitats, five stream crossings with potential habitat for the alligator snapping turtle, and the most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridors 1, 2, and 3 have the same potential for involvement with GreenLinks priority conservation lands, more than the other alternative corridors and the most potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 69 acres Corridor 1 would have the second most involvement with wetlands, of which 35 percent are high quality, the most of any corridor, and it would have potentially 46 acres of impacts to the 100-year flood zone. Corridor 1 performed the worst overall for its potential to degrade both surface water and groundwater quality. With 91 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 1 is the longest corridor so it has more potential to impact groundwater quality than other corridors.

Physical environment criteria included noise impacts, involvement with potential contamination sites, and involvement with infrastructure sites. Corridor 1 is tied for sixth overall in the physical environment category. It has involvement with 41 potential noise sensitive sites, two potential contamination sites (Perdido Landfill and Tom Thumb #143) and three infrastructure sites (a transmission line, a landfill, and a railroad).

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Corridor 1 was evaluated for cost, engineering, and operations considerations. At $253.2 million it is the fifth most expensive alternative. However, it has the most engineering considerations. The engineering consideration that differentiates Corridor 1 from most other corridors is that it is second longest through developed areas, causing increased maintenance of traffic issues.

Corridor 1 performed the worst, along with corridor 2 in operational considerations. It has 15 traffic conflict locations, it incorporates 4.98 miles of existing roads within its alignment and it requires 3.02 miles of side street realignment or extension.

Corridor 2

In terms of the project's purpose and need, Corridor 2 performs second best (tied with Corridors 1 and 7) in meeting the project's primary purpose and need which is to improve internal and external connectivity. This corridor is distinguished by being the corridor that aligns with Mathison Road, but it is not the best performer in meeting the internal connectivity criterion because it would not connect to the Well Line Road extension.

In terms of Economic Development, Corridor 2 connects with two of the four proposed employment districts: the proposed Beulah Interchange Employment District and the Beulah Beltway Employment District. Regarding multimodal facilities, Corridor 2 is 1.4 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, but shares no alignment with the future Commuter Rail/Bus Rapid Transit corridor. It does, however, have five new connections to future bicycle and pedestrian facilities and shares 3.6 miles of alignment with future bicycle/pedestrian facilities.

Corridor 2 has the second most northern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs second best in providing improved hurricane evacuation.

Corridor 2 provides 5.02 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 2 performs well in providing five connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does not do as well in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is 0.9 miles north of the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 2 would have 2.9 miles of involvement with existing incompatible (residential) land uses and 6.3 miles of future land uses, the second worst of any corridor. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 2 has the most potential relocations with 266 residential. Tied with Corridor 1, it also has the most acres of potential impacts to prime farmland or farmland of local importance. Corridor 2 also has the second greatest percentage of the affected prime farmland or farmland of local importance in agricultural production.

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Corridor 2 has 4.6 miles of alignment traversing residential areas and would potentially affect the community cohesion of twelve neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, Beulah Road/ Isaacs Lane, and Arbor Ridge south of I-10, Peartree Drive/Timber Creek Drive, Muscogee, Jacks Branch Road/River Annex Road, Booth Lake Estates, and Mathison Road north of I-10), and would be the worst in terms of community cohesion.

Corridor 2 would have no involvement with community facilities.

Corridor 2, tied with Corridors 3 and 4, has the second most involvement with historic and archaeological resources potentially impacting 21 sites. Many of these have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 2 alignment would be shifted to avoid as many significant cultural resources as possible.

Corridor 2 has the potential for involvement with two privately owned recreation sites: Sacred Heart Miracle Camp and Pensacola Riding Center. Should Corridor 2 advance into the PD&E study, its alignment will be shifted to minimize involvement with these facilities.

In the natural environment criteria overall Corridor 2 performed average in fourth compared to the other corridors. It had the second most potential impacts to wildlife habitats with 209.80 acres of impacts to upland habitats, five stream crossings with potential habitat for the alligator snapping turtle, and the third most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridors 1, 2, and 3 have the same potential for involvement with GreenLinks priority conservation lands, more than the other alternative corridors and the second most potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 52 acres Corridor 2 would have the least involvement with wetlands, of which 10 percent are high quality, the least of any corridor, and it would have potentially 39 acres of impacts to the 100-year flood zone. Corridor 2 performed second worst overall for its potential to degrade both surface water and groundwater quality. With 91 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 2 is the second longest corridor so it has more potential to impact groundwater quality than other corridors.

In the physical environment criteria Corridor 2 is worst overall in the physical environment category. It has involvement with 48 potential noise sensitive sites, two potential contamination sites (Perdido Landfill and Tom Thumb #143) and three infrastructure sites (a transmission line, a landfill, and a railroad).

Corridor 2 was evaluated for cost, engineering, and operations considerations. At $216.6 million it is the third least expensive alternative. However, it is tied in third with Corridors 3 and 7 for engineering considerations. The engineering consideration that differentiates Corridor 2 from most other corridors is that it is longest through developed areas, causing increased maintenance of traffic issues.

Corridor 2 performed the worst, along with Corridor 1 in operational considerations. It has 15 traffic conflict locations, it incorporates 5.02 miles of existing roads within its alignment and it requires 3.79 miles of side street realignment or extension.

Corridor 3

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In terms of the project's purpose and need, Corridor 3 performs best in meeting the project's primary purpose and need which is to improve internal and external connectivity. This corridor is distinguished by being the corridor that closely aligns with West Quintette Road, but it is not the best performer in meeting the internal connectivity criterion because it would not connect to the Well Line Road extension.

In terms of Economic Development, Corridor 3 connects with two of the four proposed employment districts: the proposed Beulah Interchange Employment District and the Beulah Beltway Employment District. Regarding multimodal facilities, Corridor 3 is 1.4 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, but shares no alignment with the future Commuter Rail/Bus Rapid Transit corridor. It does, however, have six new connections to future bicycle and pedestrian facilities and shares 3.6 miles of alignment with future bicycle/pedestrian facilities.

Corridor 3, along with Corridors 4 and 6, has the second most southern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs fourth best in providing improved hurricane evacuation.

Corridor 3 provides 5.03 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 3 performs well in providing five connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does rank first along with Corridors 4 and 6 in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is at the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 3 would have 2.4 miles of involvement with existing incompatible (residential) land uses and 5.1 miles of future land uses, scoring fourth out of the seven corridors. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 3 has the third most potential relocations with 233 residential. It also has the third most acres of potential impacts to prime farmland or farmland of local importance. Corridor 3 ranks fourth in percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 3 has 3.9 miles of alignment traversing residential areas and would potentially affect the community cohesion of ten neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, Beulah Road and Isaacs Lane areas south of I-10, Arbor Ridge, Peartree Drive/Timber Creek Drive, Muscogee, Jacks Branch Road/River Annex Road), and would be fourth in terms of community cohesion.

Corridor 3 would have no involvement with community facilities.

Corridor 3, tied with Corridors 2 and 4, has the second most involvement with historic and archaeological resources potentially impacting 21 sites. Many of these have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 3 alignment would be shifted to avoid as many significant cultural resources as possible.

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Corridor 3 has the potential for involvement with two privately owned recreation sites: Sacred Heart Miracle Camp and the Pensacola Rifle and Pistol Club. Should Corridor 3 advance into the PD&E study, its alignment will be shifted to minimize involvement with these facilities.

In the natural environment criteria overall Corridor 3 ranked third compared to the other corridors. It had the third most potential impacts to wildlife habitats with 209.79 acres of impacts to upland habitats, four stream crossings with potential habitat for the alligator snapping turtle, and the third most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridors 1, 2, and 3 have the same potential for involvement with GreenLinks priority conservation lands, more than the other alternative corridors and the third most potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 53 acres Corridor 3 would have the second least involvement with wetlands, of which 21 percent are high quality, and it would have potentially 35 acres of impacts to the 100-year flood zone. Corridor 3 performed third most overall, tied with Corridor 7, for its potential to degrade both surface water and groundwater quality. With 91 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 3 is the fifth longest corridor so it has the potential to impact groundwater quality than a few of the other corridors.

In the physical environment criteria Corridor 3 is tied for fourth overall in the physical environment category with a score of 10. It has involvement with 37 potential noise sensitive sites, two potential contamination sites (Perdido Landfill and Tom Thumb #143) and three infrastructure sites (a transmission line, a landfill, and a railroad).

Corridor 3 was evaluated for cost, engineering, and operations considerations. At $193.6 million it is the least expensive alternative. However, it is tied in third with Corridors 2 and 7 for engineering considerations. Corridor 3 ranks fifth in miles through developed areas, causing increased maintenance of traffic issues.

Corridor 3 scored second best, along with Corridor 6 in operational considerations. It has 14 traffic conflict locations, it incorporates 5.03 miles of existing roads within its alignment and it requires 2.59 miles of side street realignment or extension.

Corridor 4

In terms of the project's purpose and need, Corridor 4 has the most, along with Corridor 5, in meeting the project's primary purpose and need which is to improve internal and external connectivity. This corridor, along with Corridors 3 and 6, is distinguished by being the corridor that closely aligns with West Quintette Road, but it is not the best performer in meeting the internal connectivity criterion because it would not connect to the Well Line Road extension.

In terms of Economic Development, Corridor 4 connects with two of the four proposed employment districts: the proposed Beulah Interchange Employment District and the Beulah Beltway Employment District. Regarding multimodal facilities, Corridor 4 is 1.4 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, but shares no alignment with the future Commuter Rail/Bus Rapid Transit corridor. It does, however, have six new connections to future bicycle and pedestrian facilities and shares 3.6 miles of alignment with future bicycle/pedestrian facilities.

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Corridor 4, along with Corridors 3 and 6, has the second most southern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs fourth best in providing improved hurricane evacuation.

Corridor 3 provides 4.91 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 4 performs well in providing five connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does rank first along with Corridors 3 and 6 in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is at the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 4 would have 2.0 miles of involvement with existing incompatible (residential) land uses and 5.0 miles of future land uses, scoring third out of the seven corridors. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 4 ranks fourth in potential relocations with 219 residential. Tied with Corridor 6, it also ranks second in acres of potential impacts to prime farmland or farmland of local importance. Corridor 4 ranks first in percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 4 has 2.7 miles of alignment traversing residential areas and would potentially affect the community cohesion of eleven neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, Beulah Road and Isaacs Lane areas south of I-10, Arbor Ridge, Timber Creek Drive, Muscogee, Jacks Branch Road), and would be fifth in terms of community cohesion.

Corridor 4 would have no involvement with community facilities.

Corridor 4, tied with Corridors 2 and 3, has the second most involvement with historic and archaeological resources potentially impacting 21 sites. Many of these have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 4 alignment would be shifted to avoid as many significant cultural resources as possible.

Corridor 4 has the potential for involvement with two privately owned recreation sites: Sacred Heart Miracle Camp and the Pensacola Rifle and Pistol Club. Should Corridor 4 advance into the PD&E study, its alignment will be shifted to minimize involvement with these facilities.

In the natural environment criteria overall Corridor 4 ranked second compared to the other corridors. It ranked fourth in potential impacts to wildlife habitats with 205.67 acres of impacts to upland habitats, six stream crossings with potential habitat for the alligator snapping turtle, and the fourth most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridor 4 has the next most potential for involvement with GreenLinks priority conservation lands, more than the other alternative corridors and fourth for potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 60 acres Corridor 4 would have the third least involvement with wetlands, of which 25 percent are high quality, and it would have potentially

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42 acres of impacts to the 100-year flood zone. Corridor 4 performed third overall for its potential to degrade both surface water and groundwater quality. With 91 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 4 is the fourth longest corridor so it has more potential to impact groundwater quality than a few of the other corridors.

In the physical environment criteria Corridor 4 scores third best overall in the physical environment category. It has involvement with 35 potential noise sensitive sites, two potential contamination sites (Perdido Landfill and Tom Thumb #143) and three infrastructure sites (a transmission line, a landfill, and a railroad).

Corridor 4 was evaluated for cost, engineering, and operations considerations. At $210.7 million it is the second least expensive alternative. However, it ranks second in engineering considerations. Corridor 4 ranks fourth in miles through developed areas, causing increased maintenance of traffic issues.

Corridor 4 scored fourth, along with Corridor 7, in operational considerations. It has 14 traffic conflict locations, it incorporates 4.91 miles of existing roads within its alignment and it requires 2.21 miles of side street realignment or extension.

Corridor 5

In terms of the project's purpose and need, Corridor 5 has the most, tied with Corridor 4, in meeting the project's primary purpose and need which is to improve internal and external connectivity. This corridor is distinguished by being the shortest, most southern corridor that closely aligns with West Quintette Road, and is the best performer in meeting the internal connectivity criterion because it would connect to the Well Line Road extension.

In terms of Economic Development, Corridor 5 connects with all four proposed employment districts: the proposed I-10 Employment District, Beulah Interchange Employment District, Beulah Beltway Employment District, and the North Cantonment Employment District. Regarding multimodal facilities, Corridor 5 is 0.10 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, and shares 1.05 miles with the future Commuter Rail/Bus Rapid Transit corridor. It has six new connections to future bicycle and pedestrian facilities and shares 1.4 miles of alignment with future bicycle/pedestrian facilities.

Corridor 5 has the most southern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs worst in providing improved hurricane evacuation.

Corridor 5 provides 1.93 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 5 provides two connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does rank sixth in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is at the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 5 would have 1.3 miles of involvement with existing incompatible (residential) land uses and 2.7 miles of future land uses, scoring first and second out of the

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seven corridors. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 5 ranks third in potential relocations with 149 residential. Corridor 5 also ranks fifth in acres of potential impacts to prime farmland or farmland of local importance. Corridor 5 ranks second in percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 5 has 1.9 miles of alignment traversing residential areas and would potentially affect the community cohesion of eight neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, two communities in the Beulah Road area south of I-10, Jacks Branch Road/Muscogee Road area, John Wilson Road north of Navarro Road, at Highway 29), and would be second in terms of community cohesion.

Corridor 5 would have the most involvement with community facilities and would impact one religious center (Farm Hill United Methodist Church) and three cemeteries (Farm Hill United Methodist Church Cemetery, Williams Cemetery, and the Islamic Center of Northwest Florida Cemetery).

Corridor 5, tied with Corridor 6, has the least involvement with historic and archaeological resources potentially impacting only 2 sites. These have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 5 alignment would be shifted to avoid significant cultural resources if possible.

Corridor 5 has the potential for involvement with only one privately owned recreation site being Sacred Heart Miracle Camp. Should Corridor 5 advance into the PD&E study, its alignment may be shifted to minimize involvement with this facility.

In the natural environment criteria overall Corridor 5 ranked first compared to the other corridors. It ranked first in potential impacts to wildlife habitats with 148.32 acres of impacts to upland habitats, nine stream crossings with potential habitat for the alligator snapping turtle, and ranks fourth in potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridor 5 ranks first, tied with Corridor 6, for the least potential involvement with GreenLinks priority conservation lands, and second for potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 69 acres Corridor 5 ranks fourth for involvement with wetlands, of which 26 percent are high quality, and it would have potentially 65 acres of impacts to the 100-year flood zone. Corridor 5 performed best overall for its potential to degrade both surface water and groundwater quality. With 13 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 5 is the shortest corridor so it has the least potential to impact groundwater quality than the other corridors.

In the physical environment criteria Corridor 5 scores second best overall in the physical environment category. It has involvement with 22 potential noise sensitive sites, two potential contamination sites (Tom Thumb #143 and Quick Fill #1) and two infrastructure sites (a transmission line and a railroad).

Corridor 5 was evaluated for cost, engineering, and operations considerations. At $229.5 million it is the fourth least expensive alternative. However, it scores first with the least engineering considerations.

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Corridor 5 ranks second in miles through developed areas, causing slightly increased maintenance of traffic issues.

Corridor 5 ranked first in operational considerations. It has 12 traffic conflict locations, it incorporates 1.93 miles of existing roads within its alignment and it requires 0.19 miles of side street realignment or extension.

Corridor 6

In terms of the project's purpose and need, Corridor 6 performs third best (tied with Corridor 7) in meeting the project's primary purpose and need which is to improve internal and external connectivity. Along with Corridors 3 and 4, Corridor 6 is distinguished by being the shorter corridor of those three that comes closest to West Quintette Road, and is tied with Corridor 5 as being the best performers in meeting the internal connectivity criterion because they would connect to the Well Line Road extension when the others do not.

In terms of Economic Development, Corridor 6 connects with all four proposed employment districts: the proposed I-10 Employment District, Beulah Interchange Employment District, Beulah Beltway Employment District, and North Cantonment Employment District. Regarding multimodal facilities, Corridor 6 is 0.10 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, and shares 1.14 miles with the future Commuter Rail/Bus Rapid Transit corridor. It has six new connections to future bicycle and pedestrian facilities and shares 1.4 miles of alignment with future bicycle/pedestrian facilities.

Corridor 6 has the second most southern connection to US 29/SR 95 of all the alternative corridors, therefore, it performs fourth (tied with Corridors 3 and 4) in providing improved hurricane evacuation.

Corridor 6 provides 1.93 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 6 performs next to last in providing six connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does well in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is at the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 6 would have 1.5 miles of involvement with existing incompatible (residential) land uses and 4.1 miles of future land uses. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 6 has the second least potential relocations with 131 residential. It also has the second least acres of potential impacts to prime farmland or farmland of local importance. Corridor 6, along with Corridor 5, also has the second best percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 6 has 1.7 miles of alignment traversing residential areas and would potentially affect the community cohesion of seven neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, two communities in the Beulah Road area south of I-10, Jacks Branch Road/Muscogee Road area, and John Wilson Road).

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Corridor 6 would have involvement with two community facilities including one religious center (Farm Hill United Methodist Church) and one cemetery (Farm Hill United Methodist Church Cemetery).

Corridor 6, tied with Corridor 5, has the least involvement with historic and archaeological resources potentially impacting two sites. These have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 6 alignment would be shifted to avoid these significant cultural resources if possible.

Corridor 6 has the potential for involvement with two privately owned recreation sites: Sacred Heart Miracle Camp and the Pensacola Rifle and Pistol Club. Should Corridor 6 advance into the PD&E study, its alignment will be shifted to minimize involvement with these facilities.

In the natural environment criteria overall Corridor 6 came in fifth. It had the second least potential impacts to wildlife habitats with 185.97 acres of impacts to upland habitats, eleven stream crossings with potential habitat for the alligator snapping turtle, and the most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridors 5 and 6 have the same potential for involvement with GreenLinks priority conservation lands, less than the other alternative corridors and the most potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 92 acres Corridor 6 would have the most involvement with wetlands, of which 27 percent are high quality, the second most of any corridor, and it would have potentially 85 acres of impacts to the 100-year flood zone. Corridor 6 performed second best overall for its potential to degrade both surface water and groundwater quality. With 30 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 6 is the second shortest corridor so it has less potential to impact groundwater quality than other corridors.

In the physical environment criteria included noise impacts, involvement with potential contamination sites, and involvement with infrastructure sites. Corridor 6 is first overall in the physical environment category. It has involvement with 17 potential noise sensitive sites, two potential contamination sites (Tom Thumb #143 and Quick Fill #1) and two infrastructure sites (a transmission line and a railroad).

Corridor 6 was evaluated for cost, engineering, and operations considerations. At $293.4 million it is the most expensive alternative. It ranks second to last in engineering considerations. The engineering consideration that differentiates Corridor 6 from most other corridors is that it the shortest through developed areas, causing fewer maintenance of traffic issues.

Corridor 6 performed second in operational considerations. It has 12 traffic conflict locations, it incorporates 1.93 miles of existing roads within its alignment and it requires 0.72 miles of side street realignment or extension.

Corridor 7

In terms of the project's purpose and need, Corridor 7 performs third best (tied with Corridor 6) in meeting the project's primary purpose and need which is to improve internal and external connectivity. Corridor 7 is distinguished by connecting with US 29/SR 95 north of West Quintette Road, and is tied with Corridors

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1, 2, 3, and 4 as being the worst performers in meeting the internal connectivity criterion because they would not connect to the Well Line Road extension.

In terms of Economic Development, Corridor 7 connects with three of the four proposed employment districts: the proposed I-10 Employment District, Beulah Interchange Employment District, and the Beulah Beltway Employment District. Regarding multimodal facilities, Corridor 7 is 1.1 miles from the proposed future Commuter Rail/Bus Rapid Transit corridor, and shares 1.10 miles with the future Commuter Rail/Bus Rapid Transit corridor. It has five new connections to future bicycle and pedestrian facilities and shares 1.4 miles of alignment with future bicycle/pedestrian facilities.

Corridor 7 has the third most northern connection to US 29/SR 95 of all the alternative corridors, and performs third in providing improved hurricane evacuation.

Corridor 7 provides 2.37 miles of improvements to existing roads that will enhance the safety of motorists using those roads.

In terms of planning consistency Corridor 7 performs next to last in providing five connections between future developments and I-10 and US 29/SR 95 and being consistent with the LRTP. It does not do well in complying with the NWFTCA Master Plan in that it's terminus at US 29/SR 95 is 0.4 miles from the NWFTCA's western terminus for the proposed Escambia Santa Rosa Beltway (also known as the Outer Beltway).

In the social environment evaluation category Corridor 7 would have 1.2 miles of involvement with existing incompatible (residential) land uses, ranking first; and 5.2 miles of future land uses, ranking fifth. However, it should be noted that the Corridor's involvement with future incompatible uses is based on the Sector Plan which, although adopted by the County, is not yet under development, which would allow modification of the Sector Plan if this Corridor were selected.

Corridor 7 has the least potential relocations with 103 residential. Tied with Corridor 4, it also has the least acres of potential impacts to prime farmland or farmland of local importance. Corridor 7 also has the fourth ranked percentage of the affected prime farmland or farmland of local importance in agricultural production.

Corridor 7 has 2.4 miles of alignment traversing residential areas and would potentially affect the community cohesion of eight neighborhoods/communities (Brunson Meadows, Forage Estates, Blackberry Ridge, three communities in the Beulah Road area south of I-10, Jacks Branch Road/Muscogee Road, and Booth Lake Estates), which ranks third with community cohesion involvement.

Corridor 7 would have no involvement with community facilities.

Corridor 7 ranks third with historic and archaeological resources potentially impacting three sites. These have not had a determination of effect made as to their significance, so this level of involvement may not be as significant as it appears. In the PD&E phase, the Corridor 7 alignment would be shifted to avoid these significant cultural resources if possible.

Corridor 7 has the potential for involvement with one privately owned recreation site, the Pensacola Rifle and Pistol Club. Should Corridor 7 advance into the PD&E study, its alignment will be shifted to minimize involvement with this facility.

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In the natural environment criteria overall Corridor 7 came in next to last. It ranks third in potential impacts to wildlife habitats with 192.27 acres of impacts to upland habitats, nine stream crossings with potential habitat for the alligator snapping turtle, and the most potential involvement with habitat for the Eastern indigo snake, gopher tortoise, and gopher frog. Corridor 7 ranks third potential for involvement with GreenLinks priority conservation lands and potential indirect involvement with EFH which was calculated based on proximity to the Perdido River and the length of the corridor. At 85 acres Corridor 7 would have the most involvement with wetlands, of which 26 percent are high quality, the fourth of any corridor, and it would have potentially 73 acres of impacts to the 100-year flood zone. Corridor 7 performed average overall for its potential to degrade both surface water and groundwater quality. With 54 acres in verified impaired waters drainage basins discharging to the Perdido River, it could potentially increase the possibility of further degradation. Potential to impact groundwater quality was based on the length of drainage swales in Segment 2. Corridor 7 ranks fourth in length so it has more potential to impact groundwater quality than some of the other corridors.

In the physical environment criteria Corridor 7 is tied for fourth overall in the physical environment category. It has involvement with 18 potential noise sensitive sites, three potential contamination sites (Tom Thumb #143, International Paper Co. Rock Crossing Landfill, and Dubose Oil Products) and two infrastructure sites (a transmission line and a railroad).

Corridor 7 was evaluated for cost, engineering, and operations considerations. At $264.6 million it is the second most expensive alternative. Corridor 7 ranks third in length through developed areas, causing fewer maintenance of traffic issues than some of the other corridors.

Corridor 7 performed fourth, along with Corridor 4, in operational considerations. It has 10 traffic conflict locations, it incorporates 2.37 miles of existing roads within its alignment and it requires 2.61 miles of side street realignment or extension.

5.6 Alternative Corridor Evaluation Summary

The alternative corridor evaluation process is complete following the comparison of the alternative corridors' involvement with the study area environment and its cost, engineering, and operation considerations. ***Table 5-36*** *summarizes that evaluation by populating the evaluation categories with the seven Alternative Corridors' scores. To determine how the alternative corridors performed overall in comparison to each other, an overall performance score was calculated by summing the scores in each evaluation category for each alternative corridor. The corridors' overall performance scores were then compared and ranked based on the lowest to highest scores. The ranking process remains the same with a rank of one representing the alternative that performs best, and subsequently higher rankings representing greater impacts. As before, alternatives that "tie" (i.e., have the same quantification of impact) are given the same rank. The corridor that has a rank of one represents the corridor that overall best meets the project's purpose and need while avoiding and minimizing environmental impacts given the cost, engineering, and operations considerations.*

As shown in ***Table 5-36****, based on each corridor's total score, Alternative Corridor 5 has the lowest score and is given a ranking of 1 as having the least combined impacts. Alternative Corridor 1 has the highest*

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score and is given a ranking of 7 for having the most combined impacts. The total scores range from 166 to 244.

Table 5-36 Beulah Beltway Alternative Corridor Comparative Evaluation Matrix

Alternative Corridor	Evaluation Category Scores						Total Score	Overall Rank
	Purpose and Need	Environmental				Costs, Engineering, and Operations		
		Social Environment	Cultural Resources	Natural Environment	Physical Environment			
1	42	43	8	107	11	33	244	7
2	42	46	8	80	12	27	215	6
3	39	34	8	75	10	20	186	3
4	43	25	8	72	9	21	178	2
5	57	30	2	53	5	19	166	1
6	49	25	5	79	3	27	188	4
7	42	19	4	89	10	26	190	5

Note: Green represents first or best, blue represents second, purple represents third, brown represents fourth, beige represents fifth, pink represents sixth, and red represents seventh or worst.

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6. Public Involvement and Agency Coordination

Public involvement and agency coordination during the ACE process is important in identifying corridors to recommend for further evaluation during the next phase of project development. To ensure that no one is denied the opportunity to comment on or participate in the development and evaluation of alternative corridors, this project has been conducted in compliance with Title VI of the Civil Rights Act of 1964 and other federal and state nondiscrimination authorities. Neither the FDOT nor Escambia County will deny benefits of, exclude from participation in, or subject to discrimination anyone on the basis of race, color, national origin, age, sex, disability, or family status.

A summary of the outreach efforts and meetings conducted are shown in ***Table 6-1****.*

Table 6-1 Public and Agency Coordination

Activity	Description	Date
ETDM Planning Screen	*The Escambia Beltway project was first entered into the ETDM EST planning screen in June 2012. This was the first time the project was sent out for comment and review. Severn corridor alternatives were initially screened in the planning phase.*	*June 2012*
Advance Notification (AN)/ETDM Programming Screen	*The AN package was transmitted electronically to the State Clearinghouse (FDEP), consistency reviewers, elected officials, federally recognized tribes, and other local, state, and federal agencies needing or requesting notification. Hard copies were distributed as needed or requested. The AN package is also on the ETDM public access website (https://etdmpub.fla-etat.org)*	*September 18, 2015*
Beulah Beltway Stakeholder Advisory Group (SAG)	*The SAG consists of 19 representatives from various interested groups including Escambia County Utilities, Navy Federal Credit Union, Escambia County, and businesses and landowners from the study area.*	*On-going*
Public Kick-Off Meeting	*A second public kick-off meeting was held due to the delay in initiating the ACE study. This meeting was held to update the public on the project and to provide the public the opportunity to review exhibits, and ask questions. Information was provided on the ACE process, the schedule for completion, and how to obtain additional information.*	*April 19, 2016*
Project Website (www.BeulahBeltway.com)	*The project website provides project information, including meeting announcements for the public to view and/or download It also provides another avenue for the public to comment on the project. In addition to submitting comments via the webpage, the public opinion survey and comment forms were available for completing either on online or by downloading. The website is updated monthly and/or on an as-needed basis.*	*On-going*
Resource Agencies	*Review of Draft ACER has not yet occurred*	*Winter 2017*
Corridor Public Workshop	*An Alternative Corridors Public Workshop will be held in early spring, 2017.*	*Spring 2017*

6.1 Agency Comments

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Agency comments will be solicited at four formal occasions, beginning with the review of the project in the ETDM Planning Screen. Agencies were also asked to comment on the AN and ETDM Programming Screen, and after review of the Alternative Corridor Evaluation MM. The fourth occasion will occur when the agencies are asked to comment on the Draft Alternative Corridor Evaluation Report. The following summarizes the comments received from the agencies at various stages in the study process and ***Appendix D*** *contains correspondence from the agencies.*

6.1.1 Review in the Environmental Screening Tool

Agency review of the project in the EST has been discussed in ***Section 4.2*** *and* ***Figure 4-2*** *provides a summary of the Degree of Effect assigned by each agency for each resource during the Programming Screen review.* ***Tables 6-2*** *and* ***6-3*** *in this section summarize Escambia County's in coordination with FDOT responses to the ETAT comments.*

6.1.2 Methodology Memorandum Review

Review of the Alternative Corridor Evaluation MM was completed by the ETAT on March 28, 2016 with one comment from the US Fish and Wildlife Service (USFWS). The one comment requested that the evaluation criteria utilize the GreenLinks database to determine impacts to areas of high priority for conservation, restoration, or enhancement. The MM was revised and submitted to FHWA on March 29, 2016. On April 26, 2016, FHWA concurred with the MM but requested three editorial changes be completed with the submittal of the ACE Report. The requested changes are as follows:

-Page 3: Please change "meets the intent" to "is intended to meet the intent".

-Page 14: Should the impacts be in miles of impaired waters? It seems intuitive that this will be minor fractions of miles. All other impacts are in acres. Why not use acres so the quantities are comparable or at least consistent? Please change impact calculations to impaired waterways to acres.

-Page 18: The statement "Upon completion of the comparative assessment, additional corridors may be eliminated, with FHWA concurrence, based on disproportionate or significant environmental impacts" is reasonable without the addition of "that cannot be mitigated (because of excessive cost or other factors)." Please delete the second portion of the sentence.

-Page 18, last paragraph: Please change 'will' to 'should'.

These changes were made (see ***Appendix A*** *for a copy of the approved MM with FHWA requested changes).*

6.1.3 Draft Alternative Corridor Evaluation Report

This document has not yet been reviewed by the agencies. OEM is now the lead agency for the project pursuant to 23 U.S.C. §327 and a MOU dated December 14, 2016 and executed by the FHWA and FDOT. Comments will be added when received.

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Table 6-2 Summary of Responses to ETAT Comments – Alternatives 1 through 4

Issue	Degree of Effect	Organization	Escambia County Responses to ETAT Comment
Land Use Changes	Minimal	FDEO	The proposed project alternatives are compatible with the County's development goals and Comprehensive Plan. The alternatives are compatible with the adopted Optional Sector Plan, and the project is included in the FATPO 5- year plan.
Social	Moderate to Substantial	FHWA, USEPA	The project will be developed in accordance with the Civil Rights Act of 1964, the Civil Rights Act of 1968, along with Title VI of the Civil Rights Act, Executive Order 12898 (Environmental Justice) which ensures that minority and/or low income households are neither disproportionately adversely impacted by major transportation projects, nor denied reasonable access to them by excessive costs or physical barriers. Alternatives will be designed to avoid/minimize impacts to the community fabric/social cohesion to the greatest extent practicable. A proactive public involvement approach will be implemented to ensure that opportunity is given to all residents and businesses along the corridors to provide input into the project.
Relocation Potential	Moderate	FHWA	Potential relocations will be identified. All potential relocations will be evaluated to determine if the alternatives affect distinct minority, ethnic, elderly, or handicapped groups; and/or low-income households and, if so, whether such relocations would likely be considered a disproportionately high adverse impact. Avoidance and minimization measures will be identified.
Farmlands	Substantial	FHWA, NRCS	The County will identify any potential impacts to farmlands and measures to avoid and minimize impacts to the extent practical.
Aesthetic Effects	Minimal	No ETAT comment received.	The County may consider incorporating aesthetic enhancements into the project plans. The County will also conduct public outreach to solicit opinions and preferences from residents and businesses on the potential project effects and general design concepts related to aesthetics.
Economic	Enhanced	FHWA, FDEO	The County will solicit public input as to the public's perception of the economic effects of the project.
Mobility	Enhanced	No ETAT comment received.	The County will address the inclusion of pedestrian and bicycle facilities during the ACE process. In addition, the alternatives' consistency with transit plans will be evaluated.
Section 4(f) Potential	Moderate	FHWA	Potential for involvement with Section 4(f) resources will be determined. If potential Section 4(f) impacts would occur, measures to avoid/minimize harm will be identified.
Historic and Archaeological Sites	Moderate	FHWA, SHPO	A probability assessment will be done during the ACE process and the results used to refine alternatives to avoid/minimize effects on these resources.
Recreation Areas	Substantial	USEPA, FDEP	The County will take all measures to avoid and/or minimize harm to these resources to the greatest extent practicable.
Wetlands	Moderate to Substantial	NMFS, FHWA, USEPA, FDEP, USFWS, USACE	Potential impacts to wetlands will be evaluated as part of the ACE process.
Water Quality and Quantity	Moderate to Substantial	FHWA, USEPA, FDEP, NWFWMD	The County will evaluate the alternative corridors' potential effect on water quality and quantity during the ACE process.

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Issue	Degree of Effect	Organization	Escambia County Responses to ETAT Comment
Floodplains	*Moderate to Substantial*	*FHWA, USEPA, NWFWMD*	*The County will identify potential involvement with floodplains and measures to avoid and/or minimize those impacts.*
Wildlife and Habitat	*Moderate to Substantial*	*FHWA, USFWS, FFWCC*	*The alternative corridors' potential effects on wildlife and habitat will be evaluated during the ACE process.*
Coastal and Marine	*Moderate*	*FHWA, NMFS*	*Potential involvement with creeks draining to estuarine habitats used by federally-managed fish species will be evaluated.*
Noise	*Moderate*	*FHWA*	*The potential for the alternative corridors to have noise impacts will be evaluated during the ACE process.*
Air Quality	*Minimal*	*USEPA*	*Air quality will be addressed during the ACE process.*
Contamination	*Minimal to Moderate*	*FHWA, USEPA, FDEP*	*Potential involvement with potential contamination sites will be evaluated during the ACE process.*
Infrastructure	*Minimal*	*No ETAT comment received.*	*Potential for involvement with infrastructure resources will be identified as will measures to avoid and/or minimize harm.*
Navigation	*Minimal*	*USACE, USCG*	*The potential for involvement with navigable waters will be assessed during the ACE process.*
Special Designations	*Substantial*	*USEPA*	*The County will take all measures to avoid and /or minimize harm to these resources that are present and those with potential for future designation.*

**Agency Acronyms: FHWA (Federal Highway Administration), FDEO (Florida Department of Economic Opportunity), FDEP (Florida Department of Environmental Protection), FDOS (Florida Department of State), FFWCC (Florida Fish and Wildlife Conservation Commission), NMFS (National Marine Fisheries Service), NRCS Natural Resource Conservation Service, NWFWMD (Northwest Florida Water Management District), USACE (United States Army Corps of Engineers), USEPA (United States Environmental Protection Agency), USFWS (United States Fish and Wildlife Service), USCG (United States Coast Guard)*

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Table 6-3 Summary of Responses to ETAT Comments – Alternatives 5 through 7

Issue	Degree of Effect	Organization	Escambia County Responses to ETAT Comment
Land Use Changes	Minimal	FDEO	The proposed project alternatives are compatible with the County's development goals and Comprehensive Plan. The alternatives are compatible with the adopted Optional Sector Plan, and the project is included in the FATPO 5- year plan.
Social	Substantial	FHWA, USEPA	The project will be developed in accordance with the Civil Rights Act of 1964, the Civil Rights Act of 1968, along with Title VI of the Civil Rights Act, Executive Order 12898 (Environmental Justice) which ensures that minority and/or low income households are neither disproportionately adversely impacted by major transportation projects, nor denied reasonable access to them by excessive costs or physical barriers. Alternatives will be designed to avoid/minimize impacts to the community fabric/social cohesion to the greatest extent practicable. A proactive public involvement approach will be implemented to ensure that opportunity is given to all residents and businesses along the corridors to provide input into the project.
Relocation Potential	Moderate	FHWA	Potential relocations will be identified. All potential relocations will be evaluated to determine if the alternatives affect distinct minority, ethnic, elderly, or handicapped groups; and/or low-income households and, if so, whether such relocations would likely be considered a disproportionately high adverse impact. Avoidance and minimization measures will be identified.
Farmlands	Substantial	FHWA, NMFS	The County will identify any potential impacts to farmlands and measures to avoid and minimize impacts to the extent practical.
Aesthetic Effects	Minimal	No ETAT comment received.	The County may consider incorporating aesthetic enhancements into the project plans. The County will also conduct public outreach to solicit opinions and preferences from residents and businesses on the potential project effects and general design concepts related to aesthetics.
Economic	Enhanced	FHWA, FDEO	The County will solicit public input as to the public's perception of the economic effects of the project.
Mobility	Enhanced	No ETAT comment received.	The County will address the inclusion of pedestrian and bicycle facilities during the ACE process. In addition, the alternatives' consistency with transit plans will be evaluated.
Section 4(f) Potential	Moderate	FHWA	Potential for involvement with Section 4(f) resources will be determined. If potential Section 4(f) impacts would occur, measures to avoid/minimize harm will be identified.
Historic and Archaeological Sites	Moderate	FHWA, SHPO	A probability assessment will be done during the ACE process and the results used to refine alternatives to avoid/minimize effects on these resources.
Recreation Areas	Substantial	USEPA, FDEP	The County will take all measures to avoid and/or minimize harm to these resources to the greatest extent practicable.
Wetlands	Moderate to Substantial	FHWA, NMFS, USACE, USEPA, USFWS, FDEP, NWFWMD	Potential impacts to wetlands will be evaluated as part of the ACE process.
Water Quality and Quantity	Moderate to Substantial	FHWA, USEPA, FDEP, NWFWMD	The County will evaluate the alternative corridors' potential effect on water quality and quantity during the ACE process.

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Issue	Degree of Effect	Organization	Escambia County Responses to ETAT Comment
Floodplains	*Moderate to Substantial*	*FHWA, USEPA, NWFWMD,*	*The County will identify potential involvement with floodplains and measures to avoid and/or minimize those impacts.*
Wildlife and Habitat	*Moderate to Substantial*	*FHWA, USFWS, FFWCC*	*The alternative corridors' potential effects on wildlife and habitat will be evaluated during the ACE process.*
Coastal and Marine	*Moderate*	*FHWA, NMFS*	*Potential involvement with creeks draining to estuarine habitats used by federally-managed fish species will be evaluated.*
Noise	*Moderate*	*FHWA*	*The potential for the alternative corridors to have noise impacts will be evaluated during the ACE process.*
Air Quality	*Minimal*	*USEPA*	*Air quality will be addressed during the ACE process.*
Contamination	*Minimal to Moderate*	*FHWA, USEPA, FDEP*	*Potential involvement with potential contamination sites will be evaluated during ACE process.*
Infrastructure	*Minimal*	*No ETAT comment received.*	*Potential for involvement with infrastructure resources will be identified as will measures to avoid and/or minimize harm.*
Navigation	*Minimal*	*USACE, USCG*	*The potential for involvement with navigable waters will be assessed during the ACE process.*
Special Designations	*Moderate*	*USEPA*	*The County will take all measures to avoid and /or minimize harm to these resources that are present and those with potential for future designation.*

**Agency Acronyms: FHWA (Federal Highway Administration), FDEO (Florida Department of Economic Opportunity), FDEP (Florida Department of Environmental Protection), FDOS (Florida Department of State), FFWCC (Florida Fish and Wildlife Conservation Commission), NMFS (National Marine Fisheries Service), NRCS Natural Resource Conservation Service, NWFWMD (Northwest Florida Water Management District), USACE (United States Army Corps of Engineers), USEPA (United States Environmental Protection Agency), USFWS (United States Fish and Wildlife Service), USCG (United States Coast Guard)*

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6.2 Public Meetings

A Public Involvement Program was developed at the outset of this project that identifies the anticipated public meetings to be held. For the Corridor Evaluation Analysis phase there are two public meetings identified: a public kick-off meeting and a corridor public workshop. As discussed below the public kick-off meeting has been conducted. The corridor public workshop will not occur until the draft report has been reviewed by all interested parties.

6.2.1 Public Kick-off Meeting Summary

A public kick-off meeting was held April 19, 2016 at Plainview Baptist Church in Pensacola, Fl. This was the second kick-off meeting for this project and was held due to the nearly three year delay in moving forward with the corridor study since the first kick-off meeting. This public kick-off meeting gave the County the opportunity to update the public on this project and provided an opportunity for the public to review exhibits, obtain hand-outs, and ask questions and express concerns.

Approximately 137 people were in attendance. Sixty nine letters or e-mails were received from interested parties). Of these, six were fully in favor of the project, and 63 were opposed. Although preferred alternatives were identified by four people, the negative respondents did not specify any alternative corridors and opposed the entire project in general. The reasons for the objections are shown in ***Table 6-4****.*

Table 6-4 Public Kick-off Meeting Comments in Opposition to One or More Alternative Corridors

Number of Respondents Opposed	Reasons for Opposition
39	Gun club members or agents – oppose the project in its entirety because each corridor affects their property in some way.
21	Don't want a new major roadway in the area because it will disrupt a quiet, country way of life; don't want to lose property that has been in the family for generations. Better routes available – poor planning.
3	Concerned about wetlands/environment.

Documentation of the Corridor Public Kick-off meeting materials, including correspondence from the public and the County's responses, is included in ***Appendix E.***

6.2.2 Corridor Workshop Summary

An Alternative Corridors Public Workshop will be held in spring, 2017.

6.2.3 Public Opinion Survey Results

To Be Determined.

6.3 Modifications to Corridors Based on Agency or Public Input

To Be Determined.

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7. Recommendations

7.1 Corridors Not Identified for Further Study

All alternative corridors were developed to meet the project's purpose and need; therefore, no alternative corridor was eliminated based on purpose and need. All alternative corridors were equally evaluated at a desk-top level of detail.

7.2 Reasonability

Upon completion of the corridor evaluation effort, and in consultation with Escambia County, the FDOT, OEM, and the ETAT, those alternatives that have met Purpose and Need and which are reasonable, will be identified to be studied in further detail during the PD&E phase.

Defining and/or defending the reasonability of a corridor can be an elusive goal. Since the study area is so large, and because of the many disparate concerns within the area, providing a generally acceptable assessment of a corridor's reasonability is complicated. However, if the determination is considered from the perspective of the corridor's ability to best represent the project's unique concerns and challenges, then a determination of reasonability becomes a more achievable goal.

In this manner the corridors have been grouped based on their geographic areas and assessed based on their performance in the evaluation categories. For this project there are three geographic areas in which the alternatives corridors can be grouped: west study area (Corridors 1-4), central study area (Corridor 7), and eastern study area (Corridors 5 and 6). The alternative corridors' in each grouping were evaluated based on their overall performance (shown in Table 5-36) to identify the corridors which most reasonably represent the best corridors for further analysis. The discussion below presents the results of those comparisons.

West Study Area

Corridors 1 ($253.2 million), 2 ($216.6 million), 3 ($193.6 million), and 4 ($210.7 million) share the same alignment for most of the project's length, deviating from each other north of Jack's Branch Road to intersect US 29/SR 95 in different locations. Corridors 1 and 2 had the worst overall scores of all the alternative corridors. They also performed the worst in terms of involvement with social environment and cultural resources. Corridor 1 would have the most involvement with the natural environment and Corridor 2 would have the most involvement with the physical environment. Corridor 1 performed worst in engineering, costs and operations, followed by Corridor 2. Corridor 3 ranked third best overall. It performs best in meeting the project's purpose and need, and is second in cost, engineering and operations; however in the environmental evaluation categories it would have the same score as Corridors 1 and 2 for involvement with cultural resources, would be fifth in involvement with the social environment and would be tied with Corridor 1 for fourth in impacts to the physical environment. Corridor 3 performs better in involvement with the natural environment ranking third. It also has the least cost of all corridors. Because Corridors 1 and 2 scored worst overall and because Corridor 3 performed worse than Corridor 4 which shares a similar alignment, these corridors are being recommended for elimination.

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Although Corridor 4 received an overall rank of 2, performing second best for involvement with the social and natural environments and third for costs, engineering and operations concerns. Its alignment, which it shares with Corridors 1, 2, and 3 is close to the Perdido River, an Outstanding Florida Water. The resource agencies, in their review of the project in the EST, expressed concern about the alternative corridors that were close to river causing further degradation of the river's water quality and asked that the corridors that were further to the east be given precedence. For this reason, Corridor 4 is also being recommended for elimination.

Central Study Area

Corridor 7 ($264.6 million) is the only corridor representing this geographic area. Corridor 7 ranked fifth overall, being second best in meeting the project's purpose and need, first for the least involvement with the social environment, and would have the second least involvement with cultural resources. However, Corridor 7 would be fourth in the costs, engineering, and operations category and in the physical environment category. What is not evident in the score is that Corridor 7 would require right-of-way from one contaminated site, the International Paper Company's landfill on Muscogee Road, and potentially could have involvement with groundwater contamination from the Dubose Oil Products site, a former superfund site. It also perform next to last in the natural environment category. Because of this corridor's high cost, greater involvement with the natural environment, and potential involvement with contamination, this alternative is not being recommended for further study.

East Study Area

Corridors 5 ($229.5 million) and 6 ($293.4 million) share similar alignments. But Corridor 5 performed best overall and Corridor 6 only performed fourth overall. Corridor 5 has the least involvement with cultural resources and the natural environment, and performs best in the costs, engineering and operations category. It ranked second for involvement with the physical environment and fourth for involvement with the social environment. Although, Corridor 7 does the worst in meeting the project's purpose and need, it does meet the purpose and need.

Corridor 6 has the least involvement with the physical environment of all the corridors, ranked second for involvement with the social environment, ranked third for involvement with cultural resources but was fifth for involvement with natural resources and in costs, engineering, and operations (although it has the highest cost of any alternative, it performed second in operations considerations). It performed only slightly better than Corridor 5 in the purpose and need category.

Considering the similarity of Corridors 5 and 6, the high cost of Corridor 6, and the fact that Corridor 5 performed best overall, Corridor 6 is also recommended for elimination.

7.3 Corridors Recommended for Further Study

It is recommended that Corridor 5 be advanced for further study in the PD&E phase. Corridor 5 performed best overall, had the least involvement with cultural resources and natural resources, was second in involvement with the physical environment and ranked third for involvement with the social environment. It also performed best overall in the costs, engineering and operations category even though it is not the lowest cost. Although this corridor performed the worst overall in meeting the project purpose and need,

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it is one of only two corridors that would provide internal connectivity with six existing or proposed roads and one of two corridors to provide connections to all four proposed regional employment districts.

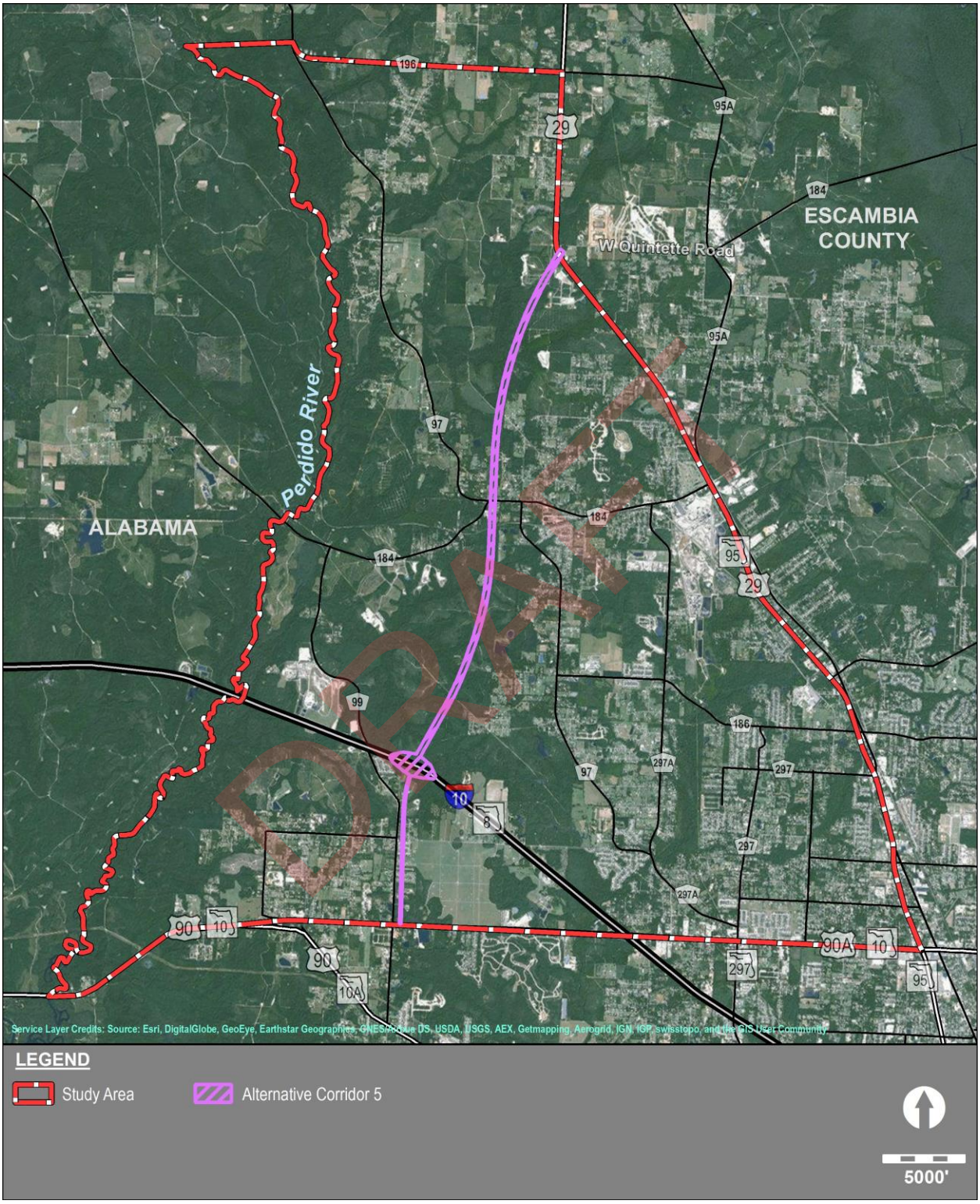
It is important to note again that the purpose of this report is to identify a corridor, or corridors, for further evaluation in the PD&E phase. Further evaluation means that within the 1,000 foot wide corridor, alternative alignments, which are the exact width of the roadway footprint, will be designed and analyzed in detail. A secondary purpose of this report is the identification of issues to be taken into consideration when developing alignment alternatives so that they avoid or minimize impacts to sensitive resources. Neither the overall performance of the corridors, nor the corridor rankings hold any meaning in the determination of a preferred alternative for this project which will not occur until completion of the PD&E phase of the project and NEPA approval is received.

That is to say that while Corridor 5 may be the #1 ranked corridor, this in no way should be interpreted to mean that this corridor or the alternative alignment to be developed within it, is the preferred (or the likely to be preferred) alternative. The No Build Alternative will remain a viable alternative throughout the ACE process and PD&E phase.

The corridor identified for further analysis is shown on ***Figure 7-1****.*

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Figure 7-1 Corridor Identified for Further Study



APPENDICES

A Approved Alternative Corridor Evaluation Methodology Memorandum

B Hurricane Evacuation Analysis

C Listed Species Evaluation

D Agency Comments

E Public Meeting Documentation

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APPENDIX A: Approved Alternative Corridor Evaluation Methodology Memorandum

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Escambia Beltway Alternative Corridor Evaluation

FPID:	To Be Determined
ETDM No.:	14059
Location:	Escambia County
Project Limits:	From US90A (SR 10/W. Nine Mile Road) to US 29 (SR 95)
Prepared by:	Escambia County
Date:	March 2016
Subject:	Alternative Corridor Evaluation Methodology Memorandum

The purpose of this Methodology Memorandum (MM) is to document the evaluation methodology to be used compare and recommend alternative corridors to be carried forward into the Project Development and Environment (PD&E) phase for the Escambia Beltway project. The memorandum provides the goals of the evaluation, the methodology to be used, how coordination with stakeholders will occur, and the basis for decision-making. The evaluation of the alternative corridors and the identification of alternatives for National Environmental Policy Act (NEPA) analysis will be documented in an Alternative Corridor Evaluation Report (ACER).

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1.0 BACKGROUND

The background section of this memorandum provides contact information for the corridor study, a description of the project, and a summary of the project's purpose and need.

1.1 Contact Personnel

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1.2 Project Description

The proposed Escambia Beltway, as envisioned in the Florida Alabama Transportation Planning Organization's (TPO) *2040 Long Range Transportation Plan* and the County's *Mid-West Escambia County Sector Pla*n, would provide four lanes of new capacity between US 90A (SR 10/W. Nine Mile Road) and US 29 (SR 95). The southern terminus of the project will be at the intersection of US 90A (SR 10/W. Nine Mile Road) and Beulah Road. The northern terminus of the Escambia Beltway will be at US 29 (SR 10); however, several termini locations are being considered. The project study area is shown on **Figure 1**. The study area encompasses a segment of I-10 from the Alabama state line (Perdido River) to US 90A (SR 10/W. Nine Mile Road). Therefore, any Escambia Beltway alternative corridor would cross I-10. Because the primary purpose of the new road is to improve internal and external connectivity in the region, a new interchange is proposed at I-10. The proposed new interchange and the segment of the Escambia Beltway north of I-10 are shown as Strategic Intermodal System (SIS) projects in the LRTP.

1.3 Purpose and Need

The primary purposes of the proposed Escambia Beltway project are to: 1) provide improved connectivity within portions of Escambia County slated for future development, consistent with the Escambia County Comprehensive Plan; and 2) in concert with the new I-10 interchange, provide improved external regional connectivity and reduce congestion on US 29 (SR 95) at I-10, consistent with the Florida-Alabama Transportation Planning Organization's (TPO) *Long Range Transportation Plan* (LRTP) and *Regional Freight Network Plan – Highways of Commerce*.

Secondary purposes are to: 1) reduce travels times for commuters who live in the study area and work in the Pensacola area consistent with local transportation goals to create a highly interconnected, multi-modal system linking housing, employment and retail, as expressed in the adopted *Mid-West Escambia Optional Sector Plan*; 2) encourage future growth away from the coastal communities, consistent with the Escambia County Comprehensive Plan; 3) with the proposed new interchange at I-10, provide an additional freight transport route connecting to other regional freight transportation facilities consistent with the Florida-Alabama TPO's LRTP and *Regional Freight Network Plan,* and the Northwest Florida Transportation Corridor Authority (NWFTCA) 2013 Master Plan*;* and 4) enhance hurricane evacuation by providing another connection to I-10 as well as an additional north-south connection to US 29 (SR 95) that bypasses the heavily congested US 29 (SR 95)/I-10 interchange, consistent with the recommendations of the *Statewide Regional Evacuation Study, West Florida Region, the Beulah Road Interchange Development and Environment Study – Hurricane Evacuation Analysis,* and the Escambia County Comprehensive Plan which supports roadway projects that improve hurricane evacuation.

Additional evacuation benefits would be derived from the Escambia Beltway project, with completion of the Outer Beltway (identified in the LRTP) Escambia-Santa Rosa Beltway project (identified in the NWFTCA's 2013 Master Plan). More information on these planning documents may be found in **Appendix A.**

The Purpose and Need Statement identified a number of needs that would be addressed by the proposed project. These needs, which are discussed in more detail in the ETDM Programming Screen, include improving regional connectivity of the transportation system, providing traffic capacity to maintain Level.

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of Service (LOS) standards on local roads, meet transportation demand, provide opportunity for economic development, accommodate modal interrelationships, provide congestion relief on parallel facilities, contribute to improved hurricane evacuation, and enhance the safety of users of the transportation network consistent with state, regional and local plans.

2.0 GOALS AND OBJECTIVES OF THE ALTERNATIVE CORRIDOR EVALUATION

The purpose of the Alternative Corridor Evaluation (ACE) is to document and link project planning activities for use in the NEPA environmental analysis in accordance with Federal Highway Administration (FHWA) policy, *Planning and Environmental Linkages*, and described in *Moving Ahead for Progress in the 21st Century* (Map-21; P.L. 112-141; H.F. 4348). The goals of the ACE are to address Environmental Technical Advisory Team (ETAT) comments, to eliminate alternative corridors that do not meet the project's purpose and need or that have disproportionate and/or significant impacts, and to recommend viable alternatives to be carried forward into the PD&E Study.

2.1 Status in Project Delivery

The Efficient Transportation Decision Making (ETDM) Programming Screen was initiated on September 18, 2015 (ETDM No. 14059, https://etdmpub.fla-etat.org). As shown in **Figure 7**, seven initial corridors were developed for the ETDM Programming Screen using the Land Suitability Mapping (LSM) process documented in **Appendix B**. The initial corridors were developed at a width of 1,000 feet, therefore, the study area boundary was subdivided into 1,000 foot x 1,000 foot cells for Land Suitability Mapping analysis. These initial corridors are the starting point for the ACE process. The naming of each corridor or alternative will remain consistent throughout the ACE and be carried into the PD&E phase.

2.2 Intent of the ACE Process

The ACE process, as defined in the PD&E Manual, Part 2, Chapter 6 (FDOT, 2013) and ETDM Manual (FDOT, 2006) is intended to meet the intent of the Code of Federal Regulations (CFR), Title 23, Part 450 (Planning Regulations) and the United States Code (USC) Title 23, Part 168 (Integration of Planning and Environmental Review). It is the intent to conduct the corridor study for the proposed Escambia Beltway so that planning decisions can be directly incorporated into the NEPA process.

The ETDM Programming Screen ETAT review period lasted 60 days and was officially closed on November 18, 2015. The project purpose and need was screened in the ETDM Programming Screen and accepted by FHWA on November 16, 2015. No additional corridors were identified in the ETDM Programming Screen. This MM will be submitted for ETAT review and comment along with the Preliminary Programming Screen Summary Report.

2.3 Decision Points and Milestones

The ETAT has 30 days in which to comment on the MM. The revised MM will be included in the republished Preliminary Programming Screen Summary Report. The MM and the implementation of the ACE process will be documented in the Alternative Corridor Evaluation Report (ACER).

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The results of the ACE will be used to determine which, if any, alternative corridors should be eliminated from further study and then the final ACER will be published with the Final Programming Screen Summary Report.

Once FHWA, as the lead agency, accepts the FDOT-approved ACER (per 23 USC 168), the report's recommendations will be recorded in the Environmental Screening Tool (EST) for use in the NEPA phase. At the end of the Programming Screen, the FHWA determines the Class of Action and concurs with the alternatives to be advanced into NEPA.

3.0 ALTERNATIVE CORRIDOR EVALUATION METHODOLOGY

3.1 Identification of Corridors

Potential alternative corridors were developed for the ETDM Programming Screen using Land Suitability Mapping (LSM) and additional criteria, such as traffic patterns; logical termini that conform to the purpose and need of the project; and geometrical design constraints for the roadway and bridge. LSM was supplemented with the geographic information system (GIS)-based datasets in the EST, the Florida Geographical Data Library (FGDL), and other state and federal data sources (**Table 3-1**) to locate the most sensitive natural, physical, and sociocultural features in the study area in order to exclude them from the area available for the development of corridors. **Figures 2, 3, 4, 5,** and **6** feature specific database categories showing the presence of social, cultural, natural, and physical environmental resources in the study area.

3.2 Potential Corridor Constraints

Based on ETAT commentary the following features were identified as important considerations. This includes, but is not limited to:

- Potential impacts to residential communities and properties (Cantonment),
- Agricultural prime farm land,
- Section 4(f) resources,
- Recreation areas (Perdido River Wildlife Management Area, Lower Perdido River Buffer Florida Forever BOT Project, Perdido River Water Management Area),
- Historic and archaeological sites, wetlands,
- Water quality (Perdido River, Rest Area Run, Muscogee Creek, Coffee Creek, Cowdevil Creek, and Jacks Branch),
- Floodplains,
- Wildlife and habitat (Eastern indigo snake, reticulated flatwoods salamander, gopher tortoise, gopher frog, alligator snapping turtle, Florida pine snake, Southeastern American kestrel, little blue heron, white ibis, snowy egret, tricolored heron, crystal darter, and the red-cockaded woodpecker),
- Coastal and marine resources (Perdido River), and
- Special designations (Special Flood Hazard Areas, Florida Forever BOT Projects, Outstanding Florida Waters (OFW), Public Lands, and Prime Farm Land). `

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Table 3-1 LSM GIS Layers

GIS Layer	Source	Date
Social Environment Data Layers		
Florida Fire Stations	Florida Division of Emergency Management (FDEM)	2013
Religious Center Facilities in Florida	FGDL	2015
Cemeteries in Florida	FGDL	2015
Correctional Facilities in Florida	FGDL	2013
Florida Public and Private Schools	FGDL	2012
Social Service Centers	FGDL	2008
Cultural Centers in Florida	FGDL	2015
Florida Law Enforcement Facilities	FGDL	2012
Florida Hospitals	FGDL	2013
Local, State, and Federal Government Buildings in Florida	FGDL	2012
Physical Environment Data Layers		
United State Environmental Protection Agency (USEPA) Resource Conservation and Recovery Act (RCRA) Regulated Facilities in Florida	USEPA	2013
Solid Waste Facilities in Florida	Florida Department of Environmental Protection (FDEP)	2015
Storage Tank Contamination Monitoring in Florida	FDEP	2016
Super Act Risk Sources in Florida	Florida Department of Health (FDH)	2011
Brownfield Areas	FDEP (Not in GRID)	2015
USEPA Toxic Release Inventory (TRI) – Basic Facility Information in Florida - 2010	USEPA	2010
USEPA Regulated Superfund/National Priority List Sites in Florida	USEPA	2013
Cultural Resources Data Layers		
Existing Trails in Florida	FGDL	2015
Escambia County Parks	Escambia County	2016
Florida Parks and Recreational Facilities	FGDL	2015
Historic Resource Groups	State Historic Preservation Officer (SHPO)	2012
Historic Bridges	SHPO	2016
Historic Structure Locations	SHPO	2016
Historic Cemeteries	SHPO	2016
Florida Master Site Files (FMSF) Archaeological Sites	SHPO	2012
Natural Environment Data Layers		
Wetlands (Interpretation)	Atkins	2012
Digital Flood Insurance Rate Maps (DFIRM) Floodplains	Federal Emergency Management Agency (FEMA)	2015
Florida Natural Areas Inventory (FNAI) Elemental Occurrence Data	FNAI	2012
Florida Managed Areas	FNAI	2012
Black Bear Roadkills in Florida	Florida Fish and Wildlife Conservation Commission (FFWCC)	2013
Black Bear Nuisance Reports in Florida	FFWCC	2013
OFW	FDEP	2015
Impaired Waters	FDEP	2014
Wading Bird Rookery Surveys	FFWCC	2007
Surface Water Classes	FDEP	2011
Mitigation Banks	FDEP	2008
National Hydrography Dataset (NHD) Waterbodies	United States Geological Survey (USGS)	2013
NHD Area	USGS	2010

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3.3 Potential Corridors

Potential corridors, shown in **Figure 7**, are generally 1,000 feet wide, 500feet either side of the centerline, to allow flexibility during the PD&E phase in developing alignments that would meet both geometric design criteria and avoid or minimize impacts to the social environment, cultural resources, natural environment, and/or physical environment resources in the study area. The corridor width will increase near the proposed interchange locations due to the envelope necessary to accommodate tie-in of the interchange access ramps.

3.4 Corridor Analysis and Evaluation Criteria

The evaluation of the alternative corridors requires a comparative analysis of each alternative's involvement with a variety of factors, grouped into evaluation categories, that characterize the relevant issues associated with the project and the study area. Some of these factors are quantifiable while others may require a qualitative assessment.

The evaluation process to be utilized is discussed below. It should be noted, there may be unidentified issues or impacts that emerge during the course of the ACE process. Should this occur, the new issue or impact will be included in the appropriate evaluation category for analysis. There may also be instances where the appropriate measurement for a criterion should be qualitative rather than quantitative (or vice versa). In these instances, both measures will be provided.

3.4.1 Evaluation Process

The project alternatives will be evaluated for their involvement with six evaluation categories: Purpose and Need; Social Environment; Cultural Resources; Natural Environment; Physical Environment; and Engineering, Cost and Operation. The six evaluation categories contain criteria (representing issues or resources associated with the project.). Each corridor's involvement with the criteria in the evaluation categories will be assessed with quantifiable or qualitative measures, beginning with the project's Purpose and Need Evaluation Category. Any alternative failing to meet the project's purpose and need will be eliminated, with FHWA concurrence, and the evaluation process will continue only for those alternatives that meet the project's purpose and need.

Alternatives that meet the project's purpose and need will be evaluated for involvement with the study area environment (social, cultural resources, natural and physical), the project costs, engineering concerns, and the effect the corridors would have on the local roadway network (operation). Quantifiable measures have been developed for the criteria that define the evaluation categories in order to compare the alternative corridors' effects. Because some of the criteria have more than one attribute representative of it, those attributes are captured and measured in one of two ways.

When a criterion has more than one attribute, but all the attributes utilize the same unit of measure (i.e. miles, acres, etc.), the corridor's involvement is assessed for each of the criterion's various attributes and the measures are totaled to obtain the corridor's involvement with the specific criterion. If a criterion has more than one attribute and the attributes utilize different units of measure, the criterion - attributes will be evaluated separately [for example, in Purpose and Need the criteria for "Modal Interrelationships" includes a measure for transit (miles to proposed commuter rail and bus rapid transit), a measure for bike/ped linkage

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(number of new connections to existing facilities), and a measure for bike/ped facilities (miles of new facilities)].

Because different units of measurement are needed to fully assess a corridor's involvement with the criteria in each evaluation category, it is not possible to total the actual measurements. Therefore, for each criterion, the alternative corridors involvement will be compared and ranked in comparison with the other corridors. A rank of 1 will represent the corridor having the best performance (least impact, most benefit, etc.) and the highest rank represents the alternative performing the worst. Alternatives that have equal impact or benefit (alternatives that tie) will be ranked the same. When an alternative has no involvement with a criterion, it will be assigned a zero. In a few cases, the lack of involvement with the criterion worsens a situation, in which case the alternative will be assigned the highest rank based on the number of corridors being analyzed. Following evaluation of all the criteria in an evaluation category, the criteria ranking for each corridor are summed to determine the corridor's score for the evaluation category.

The discussion of the overall comparative assessment of the corridors is provided in **Section 3.6**.

3.4.2 Evaluation Category Criteria

Of the six evaluation categories, one evaluates how well the alternative corridor meets the project's purpose and need, four are concerned with the corridors' impacts to the study area environment, and the last considers the cost, engineering and operation concerns associated with each corridor. Each of the evaluation categories is characterized by project-specific criteria for which quantitative measures, in most cases, have been developed to allow for a comparative assessment of the corridors' involvement (positive or negative) with those criteria. The proposed criteria for each evaluation category and their measurement is discussed below.

Purpose and Need Evaluation Category

This evaluation category is intended to assess how well each alternative satisfies the project's purpose and need. For an alternative to meet the project's primary purpose and need, it is required to provide improved connectivity within portions of Escambia County slated for future development, consistent with the Escambia County Comprehensive Plan. The project must also provide improved external regional connectivity and reduce congestion on US 29 (SR 95) at I-10, consistent with the Florida-Alabama TPO *Long Range Transportation Plan* (LRTP) and *Regional Freight Network Plan – Highways of Commerce*.

In addition, each alternative corridor will be evaluated for the satisfaction of these secondary needs or purposes:

- Regional Connectivity – enhancement of the transportation network would be measured by the number of new connections between planned residential and commercial developments and multimodal facilities within the area. Regional connectivity can also be measured by the number of new connection points within the project area that allow for greater internal and external connectivity and an enhanced freight network. An alternative's regional connectivity would also be measured by its potential for connecting to Chestnut Road, north of CR 196 (Barrineau Park Road). This potential would be measured by how far north an alternative extends before turning east to connect to US 29 (SR 95).

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- Capacity/Transportation Demand – enhanced traffic operations would be measured by improved AADT/LOS specifically on US 29 (SR 95) from I-10 to CR 186 (Kingsfield Road).
- Economic Development – would be measured by an alternative's distance from the proposed Regional Town Center, detailed in the *Mid-West Escambia Optional Sector Plan*, to major freight and transportation routes [US 29 (SR 95) and I-10]. Economic development would additionally be measured by an alternative's ability to connect the proposed Regional Employment Districts.
- Modal Interrelationships (transit) – promotion of transit service would be measured by the distance to the planned commuter rail/bus rapid transit systems located within the proposed Regional Town Center.
- Modal Interrelationships (bike/ped linkage) – improved bike/ped connectivity would be measured by the number of new bike/ped connections to existing bike/ped network, specifically the Escambia Beltway shared-use trail.
- Modal Interrelationships (bike/ped facilities) – improved bike/ped facilities would be measured by the miles of new bike/ped facilities provided within the study area.
- Relief to Parallel Facilities – would be measured by improved AADT/LOS and a subsequent decrease in traffic congestion at the I-10/US 29 (SR 95) interchange, particularly for trucks.
- Hurricane Evacuation – enhancement of the emergency evacuation network would be measured by the distance along US 29 (SR 95) from the US 90A (W. Nine Mile Road) intersection with US 29 (SR 95) to the intersection of the Escambia Beltway with US 29 (SR 95) [the further north the intersection of the Escambia Beltway with US 29 (SR 95), the greater the enhancement in hurricane evacuation].
- Safety – improved roadway safety enhancement would be measured by reduced congestion on US 29 (SR 95) from I-10 to CR 186 (Kingsfield Road).
- Plan Consistency – plan consistency will primarily be based on whether or not an alternative meets the goals and objectives set forth in the adopted comprehensive and transportation plans.

The aforementioned factors are the criteria which describe the purpose and need for the project and the proposed project-specific measures for assessing how well an alternative meets each criterion. **Table 3-2** shows the primary purpose and need evaluation criteria and method of measurement for the comparison of alternative corridors. **Table 3-3** shows the secondary purpose and need evaluation criteria and method of measurement. Any alternative that does not meet the project's purpose and need, or it meets the purpose and need but scores below a similar alternative that has fewer environmental impacts, will be considered for elimination, with FHWA approval.

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Table 3-2 Primary Purpose and Need Evaluation Criteria Example Table

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Regional Connectivity (External)	New connection between I-10 and US 29										
	New connection between US 90A and I-10										
	New connection to US 29 at W. Quintette Road (future Escambia Santa Rosa Beltway)										
Total new external connections and rank											
Regional connectivity (External)	Potential connectivity with Chestnut Road north of CR 196 (Barrineau Park Road)										
Regional Connectivity (Internal)	Connects I-10 to Well Line Road ext.										
	Connects to proposed Kingsfield Road ext.										
	Connects I-10 with CR 184 (Muscogee Road)										
	Connects I-10 with CR 97 (Jacks Branch Road)										
	Connects CR 97 with US 29 (SR 95)										
	Connects I-10 with W. Quintette Road ext.										
Total new internal connections and rank											
Primary Purpose and Need Total of Rankings											

* Major Roads (shown in Figure 1) include: I-10, US 90A (SR 10/W. Nine Mile Road), and US 29 (SR 95).

****** Based on travel time estimates derived from the project traffic model and corridor length between termini

*** Based on reduction in traffic on high crash segments

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Table 3-3 Secondary Purpose and Need Evaluation Criteria Example Table

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Capacity/Transportation Demand on US 29	Improved AADT/LOS on US 29 from I-10 to CR 186 (Kingsfield Road)										
Economic Development	Distance from proposed Regional Town Center to major freight and transportation routes										
Economic Development	Number of connections to proposed Regional Employment Districts										
Modal Interrelationships (transit)	Distance to future commuter rail/BRT located in the Regional Town Center										
	Miles of potential shared route with BRT										
Modal Interrelationships (bike/ped linkage)	Number of new connections to bike/ped network										
Modal Interrelationships (bike/ped facilities)	Miles of new bike/ped facilities										
Hurricane Evacuation	Distance along US 29 from US 90A to US 29/Beltway intersection										
Safety (motorists)* **	Reduction in congestion on US 29 north of US 90A										
Plan Consistency (Escambia Comp Plan)	New connections between proposed developments and I-10 and US 29										
Consistency with Proposed Escambia Santa Rosa Beltway	Distance of northern terminus from future Escambia Santa Rosa Beltway western terminus (W. Quintette Road) at US 29										
Secondary Purpose and Need Total of Rankings											
Primary Purpose and Need Total of Rankings											
Purpose and Need Category Total Rankings											

* Major Roads (shown in Figure 1) include: I-10, US 90A (SR 10/W. Nine Mile Road), and US 29 (SR 95).
** Based on travel time estimates derived from the project traffic model and corridor length between termini
*** Based on reduction in traffic on high crash segments

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Environmental Evaluation Categories

The potential environmental effects will be considered for each alternative corridor that meets the project's purpose and need. Because a study area's environment encompasses numerous issues, all with more than one criteria to be evaluated, separate evaluation matrices have been developed for each of four environmental evaluation categories (social environment, cultural resources, natural environment, and physical environment). The matrices will be populated with quantifiable data from the applicable GIS layers identified in **Table 3-1** using the shape files for the corridors shown in **Figure 7.**

Social Environment Evaluation Category

Table 3-4 shows suggested social environment criteria specific to the Escambia Beltway Alternative Corridor project. Criteria descriptive of the social environment and quantifiable measures include:

- land use impacts will be measured as the potential change in land use based on the number of miles of corridor through existing and future land use designations that are inconsistent with a road having a principal arterial designation (such as residential and agricultural land uses),
- relocation/displacement measured by the number of potential residential and nonresidential property relocations,
- farmlands will be measured by the number of acres impacted by an alternative,
- community cohesion will be measured by total miles of neighborhoods split,
- neighborhood impacts will be measured by miles of corridor through neighborhoods not on a major collector road,
- special populations will be measured by the number of census blocks with substantial populations protected under Title VI that are crossed,
- community facilities will be measured by the number of such facilities within or immediately adjacent to alternatives, and
- aesthetic impacts will be measured by the miles of neighborhoods affected.

Cultural Resources Evaluation Category

Table 3-5 shows the criteria and measures for determining the alternative corridors' involvement with cultural resources. For historic and archaeological sites, a probability assessment will be performed for the study area and the number of potential sites protected under Chapter 267, F.S. that fall within or immediately adjacent to the alternative corridors will determine an alternative corridor's potential involvement. Corridor involvement with parks and recreation sites will be measured by the number of such lands falling within or immediately adjacent to a corridor. Since the proposed project includes right-of-way for a shared use path, the number of new connections to existing trails indicates an alternative's improvement in the interconnectivity of the trail network. A second measure of this is the number of trails that are connected to each other by the proposed project.

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Table 3-4 Social Environment Evaluation Criteria

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Existing Land Use	Miles of incompatible land use										
Future Land Use	Miles of incompatible land use										
Potential Relocations	Number of residential relocations										
	Number of non-residential relocations										
Potential Relocations Total and Rank											
Farmlands	Acres of prime farmlands										
	Acres of farmlands of local importance										
Potential Farmland Involvement Total and Rank											
Community Cohesion	Miles of neighborhoods split										
Neighborhood Impacts	Miles in residential areas where existing road class is collector or less										
Special Populations	Number of census tracts with low income/minority communities										
Community Facilities	Number in or adjacent to alternative										
Aesthetic Impacts	Miles through neighborhoods										

Social Environment Score										

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Table 3-5 Example Cultural Resources Evaluation Criteria

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Historic and Archaeological Resources	Number of sites protected under Chapter 267, F.S.										
Approved mitigation banks/ conservation land	Acres of involvement										
Parks and Recreational Sites	Acres of parks and recreation sites impacted										
Existing Trails	Number of new connections to existing trails										
	Number of unconnected trails connected by the proposed project.										
Total number of trail connections and rank											

Cultural Resources Evaluation Score											

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Natural Environment Evaluation Category

Table 3-6 shows the evaluation criteria and measures in the natural resources evaluation matrix. Criteria to be measured are:

- Water Quality Classification involvement will be measured by the number of acres that are designated OFW.
- Water Quality – impaired waters will be measured by the number of acres within water body segments designated as impaired.
- Ground Water Quality – acres of alternative within Floridan Aquifer Recharge areas.
- Floodplains –involvement will be measured by the acres of corridor in the 100-Year Floodplain.
- Wetlands (high quality) - these wetlands will be measured as acres of corridor within high quality wetlands.
- Conservation Lands – involvement will be measured by the acres of corridor within conservation priority lands as identified in the USFWS' GreenLinks Conservation Priority Model.
- Wildlife and Habitat – corridor involvement with this category will be measured in acres of impact to designated critical habitat (if any) and/or with habitat suitable for listed species known to occur in the study area.

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Table 3-6 Natural Environment Evaluation Criteria

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Special Designation	Acres in OFW										
Water Quality	Acres in impaired waters										
Ground Water Quality	Acres in Floridan aquifer recharge areas:										
	- Discharge / Less than 1										
	- Recharge / Less than 1										
Floodplains	Acres in 100-Year Floodplain										
Wetlands High Quality	Acres high quality wetlands impacted										
Conservation Lands	Acres in GreenLinks Priority P1L1 Lands										
	Acres in GreenLinks Priority P1L2 Lands										
	Acres in GreenLinks Priority P1L3 Lands										
Conservation Lands total and rank											
Wildlife and Habitat Occurrences	Number of FNAI Element Occurrences										
	Number of streams with alligator snapping turtle habitat										
	Number of streams crossed with rare and imperiled fish (Crystal Darter) habitat										
Wildlife and Habitat Occurrences total and rank											
Wildlife and Habitat Acres of habitat /critical habitat/ management units	Acres of Eastern indigo snake habitat										
	Acres reticulated flatwoods salamander habitat										
	Acres of gopher tortoise habitat										
	Acres of gopher frog habitat										
	Acres of Florida pine snake habitat										
	Acres of Southeastern American kestrel habitat										
	Acres of wading bird habitat										
Wildlife and Habitat total and rank											
Natural Environment Evaluation Score											

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Physical Environment Evaluation Category

The evaluation matrix shown in **Table 3-7** shows the criteria and measures to be used to evaluate and compare alternative corridors' involvement with the physical environment. These criteria include:

- Noise - potential for noise impacts to be measured by the number of noise sensitive sites along an alternative corridor,
- Contamination - involvement with potential contamination sites to be measured by the number of potential contamination sites in or along an alternative corridor, and
- Infrastructure – involvement with existing infrastructure to be measured by the number of sites in or along an alternative corridor.

Cost, Engineering, and Operation Evaluation Category

Cost, engineering, and operation considerations used to screen alternatives are listed in **Table 3-8**. Costs, for this level of analysis will include construction (road and bridge), right-of-way, and mitigation costs. Roadway construction costs will utilize the general FDOT long range estimates applied to the length of roadway, the typical section type, and whether the roadway construction is new or widening. Bridge costs will be based on the square footage cost for bridge type applied to the square footage of each type structure in each corridor. Right-of-way costs will be based on representative property values for the land use types crossed by each alternative applied to the required acreage through each land use category. Wetland mitigation costs will be estimated based on typical mitigation bank credit costs.

Engineering and operational considerations include complicated maintenance of traffic issues (which increase construction costs and disruption to the public), major utility conflicts, right-of-way conflicts, drainage issues, and construction issues/difficulties. Due to the extensive scope of work required to estimate drainage and utility conflict costs for all of the corridor alternatives and considering that these costs may not be a major consideration for comparative purposes, FDOT will provide drainage and utility conflict cost estimates during the PD&E phase. Other issues would likely require a qualitative assessment. Non-quantifiable criteria will be given a likelihood of impact score [high (10), medium (5), low (1), or no involvement (0)], the basis of which will be documented in the ACER. The corridors impact scores will be totaled to obtain an engineering factors total for each corridor. The corridors' involvement with engineering issues will be compared and ranked, with one representing the corridor with the least engineering concerns.

Operational issues addressed in purpose and need measure an alternative's ability to achieving improvement at US 29 (SR 95) /I-10 interchange. The operational issues in this analysis would assess the corridor's effect on traffic operations/management on local streets. The criteria to measure these effects include:

- the number of existing roads to be closed,
- the number of existing streets requiring upgrades to accommodate design year traffic volumes, and
- the number of minor intersections that would need improving (turn lanes, signalization).

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Table 3-7 Physical Environment Evaluation Criteria

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Noise Impacts	Number of noise sensitive sites										
Contamination	Number of potential contamination sites										
Infrastructure	Number of infrastructure sites										
Physical Environment Score											

Table 3-8 Cost, Engineering, and Operations Evaluation Criteria

Evaluation Criteria	Evaluation Measure	Alternatives									
		Corridor 1		Corridor 2		Corridor 3		Corridor 4		Corridor 5	
		Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank	Quantity	Rank
Costs	Road and bridge improvements										
	Right-of-way										
	Mitigation										
	Cost Total and Rank										
Engineering Consideration	Railroad crossed										
	Major utility conflicts										
	Drainage issues										
	Right-of-way conflicts										
	Construction issues										
	Engineering Total and Rank										
Operations (change in traffic)	Number of future interchanges										
	Number of street closures										
	Side streets needing improvement										
	Intersections needing improvement										
	Operations Total and Rank										
Costs, Engineering and Operations Score											

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3.4.5 Narrative of Assessment

Based on the corridor evaluations described above, a narrative discussion and assessment of each of the alternatives will be prepared in compliance with the elements and issues contained in 23 USC 168(c). This narrative will discuss the affected environment and engineering feasibility, advantages and limitations of each alternative, and specific factors that may support the elimination of alternatives from further consideration. Input received from the ETAT, the Stakeholder Advisory Group (SAG), and the general public will be summarized in the narrative.

3.4.6 Public and Agency Considerations

Public, agency, and ETAT members input received during the ETDM Screening process has been used to refine the purpose and need, corridor constraints, and evaluation criteria. A complete description of the opportunities for public input into the alternative corridor evaluation process is outlined in Section 4. The results will be documented in the ACER and made available to the ETAT and interested stakeholders through the EST for a 30-calendar-day period. Notification of the public meetings will be distributed in accordance with the project mailing list, including local officials, agencies and appropriate Native American tribes, stakeholders, special interest groups, and property owners within the affected study area. The draft ACER will be available for public review 30 days prior to the public meeting. If additional meetings are needed to explain the results of the ACER, then they will be scheduled, as necessary.

3.5 Approach to Eliminating Alternatives

Any corridor that does not meet the project's purpose and need will be eliminated from further consideration with FHWA concurrence. The corridors that satisfy the preliminary purpose and need evaluation will be evaluated based on the criteria described in Sections 3.3.1 through 3.3.4. The corridor evaluation may involve both quantitative and qualitative comparisons of the evaluation criteria. Where qualitative comparison are made, the narrative discussion will provide the basis for the conclusions reached.

The ranking process has been discussed in **Section 3.4** for each of the six evaluation categories. The ranking for the comparative analysis is discussed further in **Section 3.6**. Upon completion of the comparative assessment, additional corridors may be eliminated, with FHWA concurrence, based on disproportionate or significant environmental impacts. Remaining corridors may be evaluated further. The final comparative analysis results will be summarized in the ACER. Based on the conclusions of the study, the Department may recommend that a "most probable" corridor/s be carried forward into the PD&E phase. At that time, the Class of Action will be determined.

When the project advances into PD&E, the project documentation for the PD&E study will be prepared in accordance with the PD&E Manual and should therefore, be in compliance with all applicable state and federal laws, executive orders, and regulations. In compliance with the ETDM Manual, agency involvement regarding project needs, issues, evaluation criteria, avoidance, minimization, decisions, and preliminary mitigation concepts will be a continuous effort throughout the ETDM and ACE processes. The evaluation criteria and units of measure used to evaluate and compare alternatives will include resource issues that are consistent and acceptable to each respective resource agency. The ACE process ensures that all alternatives are evaluated consistently.

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3.6 Comparative Evaluation Matrix

The project's alternative corridor evaluation process includes developing a summary comparative evaluation matrix of the six evaluation categories (**Table 3-9**) to facilitate the overall comparison of alternatives and identification of alternatives to be advanced to the NEPA phase. The summary comparative evaluation matrix will reflect the alternative corridors scores in each of the evaluation categories. A corridor's evaluation category score is based on summing the corridor's ranking for each of the evaluation criteria. To determine a corridor's overall performance in all evaluation categories, the evaluation category scores will be summed to obtain a total score. The total score for each corridor will be compared with the scores for the other corridors and ranked based on the lowest to highest scores. The ranking process remains the same with a rank of one representing the alternative that performs best, and subsequently higher rankings representing greater impacts. As before, alternatives that "tie" (have the same quantification of impact) will be given the same rank. The corridor that has a rank of one will represent the corridor that overall best meets the project's purpose and need while avoiding and minimizing environmental impacts given the cost, engineering, and operations considerations.

Table 3-9 Summary Comparative Evaluation Matrix

Alternative	Evaluation Category Scores								Total Score	Overall Rank
	Purpose and Need	Environmental				Costs, Engineering, and Operations				
		Social Environment	Cultural Resources	Natural Environment	Physical Environment	Cost	Engineering	Operations		
1										
2										
3										
4										
5										

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3.7 Alternative Corridor Evaluation

The results of the analysis described above will be summarized in an ACER. This report will be submitted to the ETAT and interested stakeholders through the EST for 30-calendar day period. Once comments are addressed, a corridor public workshop will be held to allow the public and other interested parties to provide input.

The appropriate decision making matrices will be included in the ACER to substantiate findings, provide the reasons for elimination of corridors, and to provide identification of corridors that will be carried forward for further evaluation. The ACER will be included in the republished Final Programming Screen Summary Report

4.0 STAKEHOLDER COORDINATION

Continuous public outreach during the initial stages of the project has and will be used to engage stakeholders to identify community values and concerns that may affect corridor development and evaluation. **Table 4-1** lists the public and agency events that have been conducted to date; **Tables 4-2 and 4-3** summarize FDOT responses to ETAT comments; and **Table 4-4** summarizes near-term outreach that will occur in conjunction with, and following, the MM/ACER process.

Table 4-1 Public and Agency Coordination Conducted to Date

Item	Description	Date
Public Kick-off Meeting	A public kickoff meeting was held to inform local officials and the general public of the potential corridors proposed for the area.	**11/9/2010**
SAG Meeting	To inform committee about the project, the project schedule, and upcoming milestones.	**8/13/2015**
ETDM Comments	The degrees of effect for each issue category, the ETAT organizations providing those comments, and draft responses are summarized in **Tables 4-2 and 4-3**.	**11/13/2015**

ETAT: Environmental Technical Advisory Team
ETDM: Efficient Transportation Decision Making
FDOT: Florida Department of Transportation
SAG: Stakeholders Advisory Group

Table 4-2 Responses to ETAT Comments – Alternatives 1 through 4 (ETDM No. 14236)

Issue	Degree of Effect	Organization*	FDOT Responses to ETAT Comments
Land Use Changes	Minimal	FDEO	The proposed project alternatives are compatible with the County's development goals and Comprehensive Plan. The alternatives are compatible with the adopted Optional Sector Plan, and the project is included in the FATPO 5- year plan.
Social	Moderate to Substantial	USEPA, FHWA	The project will be developed in accordance with the Civil Rights Act of 1964, the Civil Rights Act of 1968, along with Title VI of the Civil Rights Act, Executive Order 12898 (Environmental Justice) which ensures that minority and/or low income households are neither disproportionately adversely impacted by major transportation projects, nor denied reasonable access to them by excessive costs or physical barriers. Alternatives will be designed to avoid/minimize impacts to the community fabric/social cohesion to the greatest extent practicable. A proactive public involvement approach will be implemented to ensure that opportunity is given to all residents and businesses along the corridors to provide input into the project.
Relocation Potential	Moderate	FHWA	Potential relocations will be identified. All potential relocations will be evaluated to determine if the alternatives affect distinct minority, ethnic, elderly, or handicapped groups; and/or low-income households and, if so, whether such relocations would likely be considered a disproportionately high adverse impact. Avoidance and minimization measures will be identified.
Farmlands	Substantial	FHWA, NRCS	The County will identify any potential impacts to farmlands and measures to avoid and minimize impacts to the extent practical.
Aesthetic Effects	Minimal	No ETAT comment received.	The County may consider incorporating aesthetic enhancements into the project plans. The County will also conduct public

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			outreach to solicit opinions and preferences from residents and businesses on the potential project effects and general design concepts related to aesthetics.
Economic	Enhanced	FHWA, FDEO	The County will solicit public input as to the public's perception of the economic effects of the project.
Mobility	Enhanced	No ETAT comment received.	The County will address the inclusion of pedestrian and bicycle facilities during the ACE process. In addition, the alternatives' consistency with transit plans will be evaluated.
Section 4(f) Potential	Moderate	FHWA	Potential for involvement with Section 4(f) resources will be determined. If potential Section 4(f) impacts would occur, measures to avoid/minimize harm will be identified.
Historic and Archaeological Sites	Moderate	FHWA, SHPO	A probability assessment will be done during the ACE process and the results used to refine alternatives to avoid/minimize effects on these resources.
Recreation Areas	Substantial	USEPA, FDEP	The County will take all measures to avoid and/or minimize harm to these resources to the greatest extent practicable.
Wetlands	Moderate to Substantial	NMFS, FHWA, USEPA, FDEP, USFWS, USACE	Potential impacts to wetlands will be evaluated as part of the ACE process.
Water Quality and Quantity	Moderate to Substantial	NWFWMD, FHWA, USEPA, FDEP	The County will evaluate the alternative corridors' potential effect on water quality and quantity during the ACE process.
Floodplains	Moderate to Substantial	USEPA, NWFWMD, FHWA	The County will identify potential involvement with floodplains and measures to avoid and/or minimize those impacts.
Wildlife and Habitat	Moderate to Substantial	USFWS, FFWCC, FHWA	The alternative corridors' potential effects on wildlife and habitat will be evaluated during the ACE process.
Coastal and Marine	Moderate	FHWA, NMFS	Potential involvement with creeks draining to estuarine habitats used by federally-managed fish species will be evaluated.
Noise	Moderate	FHWA	The potential for the alternative corridors to have noise impacts will be evaluated during the ACE process.
Air Quality	Minimal	USEPA	Air quality will be addressed during the ACE process.
Contamination	Minimal to Moderate	FHWA, USEPA, FDEP	Potential involvement with potential contamination sites will be evaluated during ACE process.
Infrastructure	Minimal	No ETAT comment received.	Potential for involvement with infrastructure resources will be identified as will measures to avoid and/or minimize harm.
Navigation	Minimal	USCG, USACE	The potential for involvement with navigable waters will be assessed during the ACE process.
Special Designations	Substantial	USEPA	The County will take all measures to avoid and /or minimize harm to these resources that are present and those with potential for future designation.

*Agency Acronyms: FDEO (Florida Department of Economic Opportunity), USEPA (US Environmental Protection Agency), FHWA (Federal Highway Administration), NMFS (National Marine Fisheries Service), FDOS (Florida Department of State), FDEP (Florida Department of Environmental Protection), NRCS Natural Resource Conservation Service, NWFWMD (Northwest Florida Water Management District), USFWS (US Fish and Wildlife Service), USACE (US Army Corps of Engineers), FFWCC (Florida Fish and Wildlife Conservation Commission), USCG (US Coast Guard)

Table 4-3 Responses to ETAT Comments – Alternatives 5 through 7 (ETDM No. 14236)

Issue	Degree of Effect	Organization*	FDOT Responses to ETAT Comments
Land Use Changes	Minimal	FDEO	The proposed project alternatives are compatible with the County's development goals and Comprehensive Plan. The alternatives are compatible with the adopted Optional Sector Plan, and the project is included in the FATPO 5- year plan.
Social	Substantial	USEPA, FHWA	The project will be developed in accordance with the Civil Rights Act of 1964, the Civil Rights Act of 1968, along with Title VI of the Civil Rights Act, Executive Order 12898 (Environmental Justice) which ensures that minority and/or low income households are neither disproportionately adversely impacted by major transportation

			projects, nor denied reasonable access to them by excessive costs or physical barriers. Alternatives will be designed to avoid/minimize impacts to the community fabric/social cohesion to the greatest extent practicable. A proactive public involvement approach will be implemented to ensure that opportunity is given to all residents and businesses along the corridors to provide input into the project.
Relocation Potential	Moderate	FHWA	Potential relocations will be identified. All potential relocations will be evaluated to determine if the alternatives affect distinct minority, ethnic, elderly, or handicapped groups; and/or low-income households and, if so, whether such relocations would likely be considered a disproportionately high adverse impact. Avoidance and minimization measures will be identified.
Farmlands	Substantial	FHWA, NMFS	The County will identify any potential impacts to farmlands and measures to avoid and minimize impacts to the extent practical.
Aesthetic Effects	Minimal	No ETAT comment received.	The County may consider incorporating aesthetic enhancements into the project plans. The County will also conduct public outreach to solicit opinions and preferences from residents and businesses on the potential project effects and general design concepts related to aesthetics.
Economic	Enhanced	FHWA, FDEO	The County will solicit public input as to the public's perception of the economic effects of the project.
Mobility	Enhanced	No ETAT comment received.	The County will address the inclusion of pedestrian and bicycle facilities during the ACE process. In addition, the alternatives' consistency with transit plans will be evaluated.
Section 4(f) Potential	Moderate	FHWA	Potential for involvement with Section 4(f) resources will be determined. If potential Section 4(f) impacts would occur, measures to avoid/minimize harm will be identified.
Historic and Archaeological Sites	Moderate	FHWA, SHPO	A probability assessment will be done during the ACE process and the results used to refine alternatives to avoid/minimize effects on these resources.
Recreation Areas	Substantial	USEPA, FDEP	The County will take all measures to avoid and/or minimize harm to these resources to the greatest extent practicable.
Wetlands	Moderate to Substantial	NWFWMD, NMFS,FHWA, USEPA, FDEP, USFWS, USACE	Potential impacts to wetlands will be evaluated as part of the ACE process.
Water Quality and Quantity	Moderate to Substantial	NWFWMD, USEPA, FHWA, FDEP	The County will evaluate the alternative corridors' potential effect on water quality and quantity during the ACE process.
Floodplains	Moderate to Substantial	USEPA, NWFWMD, FHWA	The County will identify potential involvement with floodplains and measures to avoid and/or minimize those impacts.
Wildlife and Habitat	Moderate to Substantial	USFWS, FFWCC, FHWA	The alternative corridors' potential effects on wildlife and habitat will be evaluated during the ACE process.
Coastal and Marine	Moderate	FHWA, NMFS	Potential involvement with creeks draining to estuarine habitats used by federally-managed fish species will be evaluated.
Noise	Moderate	FHWA	The potential for the alternative corridors to have noise impacts will be evaluated during the ACE process.
Air Quality	Minimal	USEPA	Air quality will be addressed during the ACE process.
Contamination	Minimal to Moderate	FHWA, USEPA, FDEP	Potential involvement with potential contamination sites will be evaluated during ACE process.
Infrastructure	Minimal	No ETAT comment received.	Potential for involvement with infrastructure resources will be identified as will measures to avoid and/or minimize harm.
Navigation	Minimal	USCG, USACE	The potential for involvement with navigable waters will be assessed during the ACE process.
Special Designations	Moderate	USEPA	The County will take all measures to avoid and /or minimize harm to these resources that are present and those with potential for future designation.

*Agency Acronyms: FDEO (Florida Department of Economic Opportunity), USEPA (US Environmental Protection Agency), FHWA (Federal Highway Administration), NMFS (National Marine Fisheries Service), FDOS (Florida Department of State), FDEP (Florida Department of Environmental Protection), NWFWMD (Northwest Florida Water Management District), USFWS (US Fish

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and Wildlife Service), USACE (US Army Corps of Engineers), FFWCC (Florida Fish and Wildlife Conservation Commission), USCG (US Coast Guard)

Table 4-4 Future Public and Agency Coordination

Item	Description	Date
MM Process	The MM will be used to inform the ETAT and other stakeholders of the revised impacts based on the ACE.	Draft submitted January 2017
2nd Public Kick-off Meeting		To be determined
2nd SAG Meeting	To update committee on project status.	01/14/2016
Corridor Public Meeting		To be determined

5.0 CONCLUSION

In conclusion, the purpose of this ACE MM is to document and describe the ACE methodology to be conducted for the Escambia Beltway ACE. The MM details the goals of the evaluation, the methodology, the stakeholder coordination process, and the basis for decision-making. The evaluation of the corridors will be detailed in the ACER, and the results will identify the reasonable alternatives for further analysis.

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6.0 WORKS CITED

Florida Department of Transportation (FDOT). 2013a. *Project Development and Environment Manual*. Part 2: Analysis and Documentation, Chapter 6: Alternatives. Available at http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm.

Florida Department of Transportation (FDOT), 2006, *Efficient Transportation Decision Making Manual*. Topic No. 650-000-002. Revised July 30, 2013. Available at http://www.dot.state.fl.us/emo/pubs/etdm/etdmmanual.shtm March 16

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Methodology Memorandum Figures

Figure 1 Project Location Map

Figure 2 Social Resources

Figure 3 Cultural Resources

Figure 4 Natural Resources (Wetlands and Floodplains)

Figure 5 Natural Resources (Conservation and Mitigation)

Figure 6 Physical Features

Figure 7 Initial Corridors Submitted into the Programming Screen

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Figure 1 Project Location Map

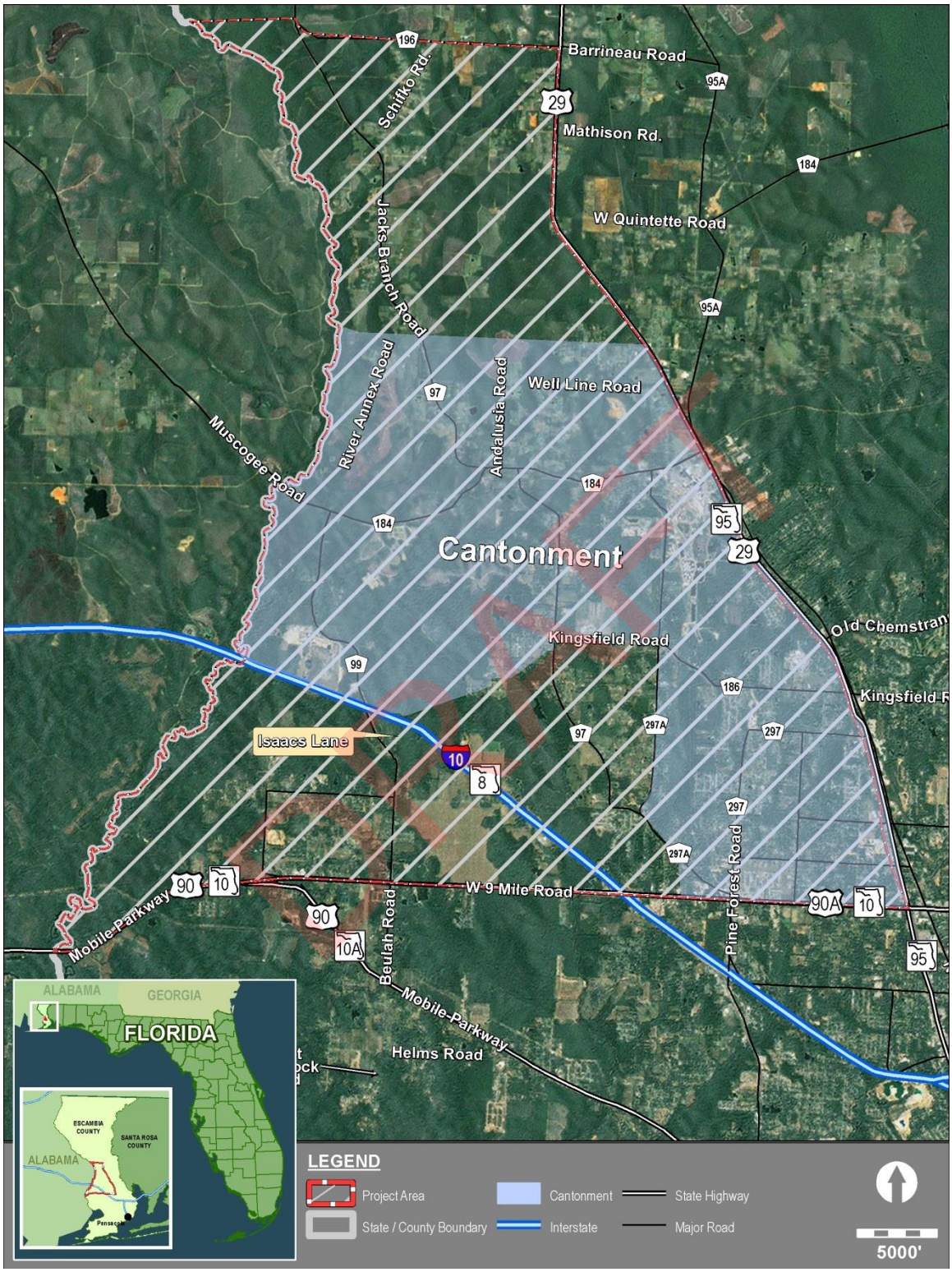


Figure 2 Social Resources

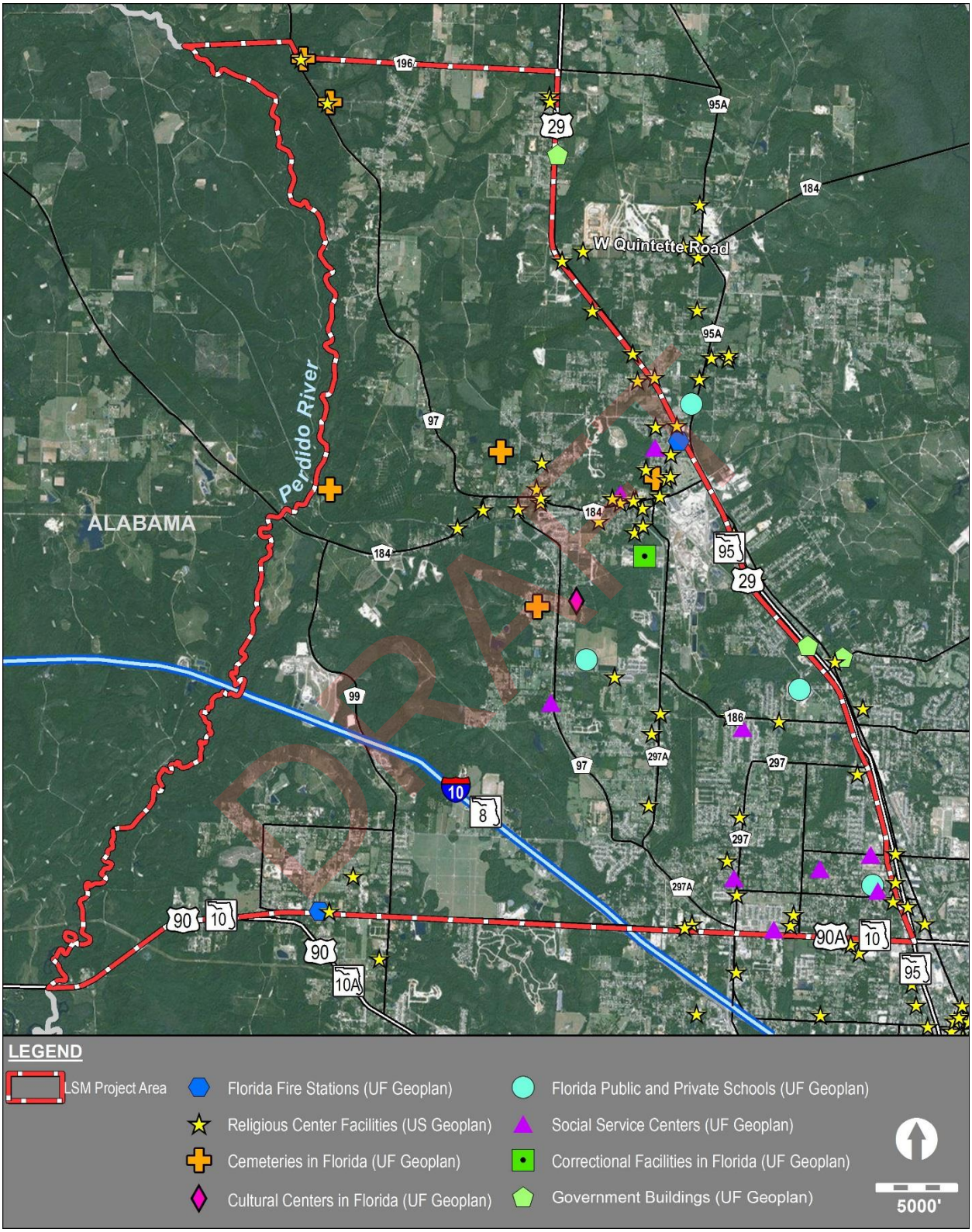


Figure 3 Cultural Resources

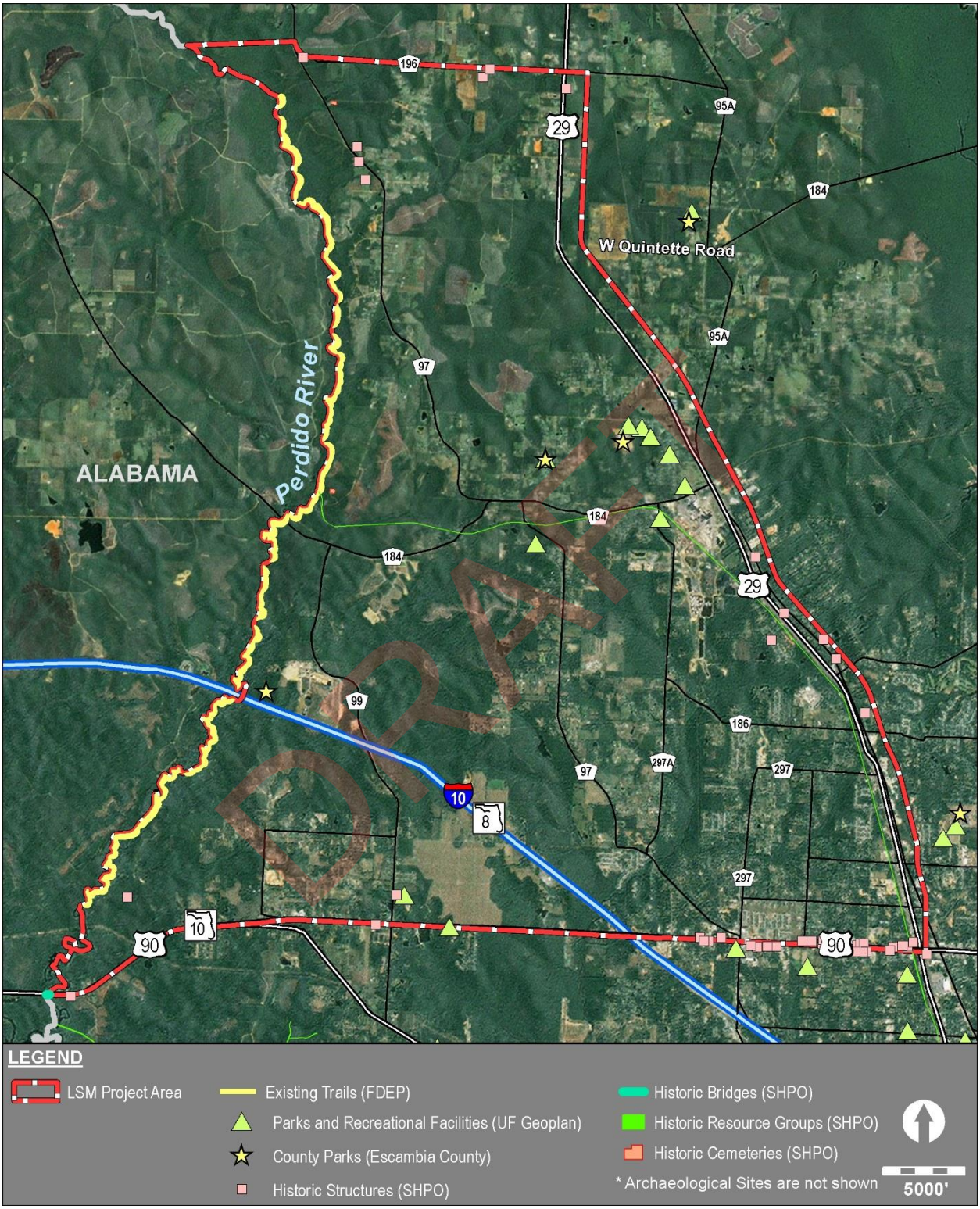


Figure 4 Natural Resources (Wetlands and Floodplains)

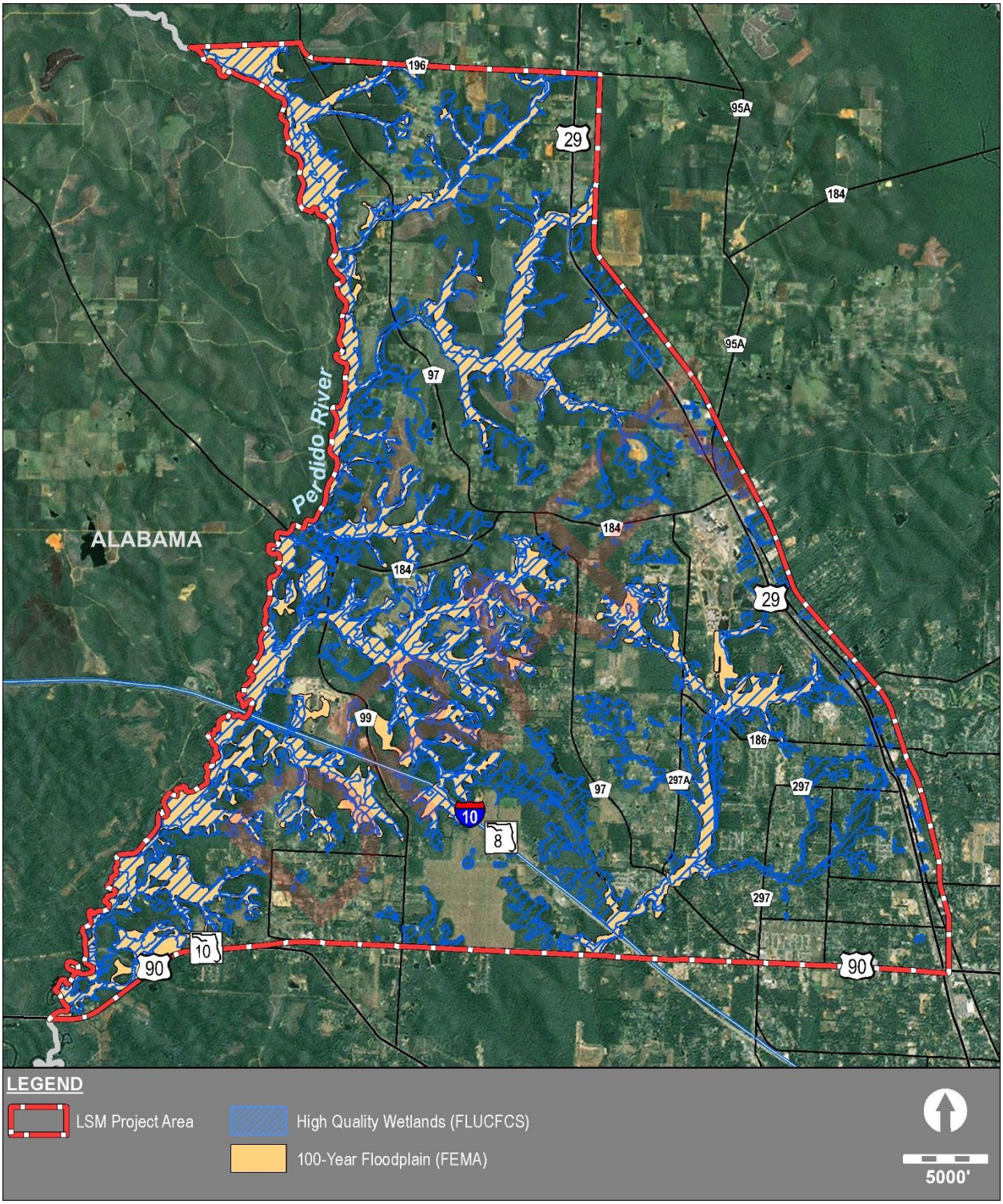


Figure 5 Natural Resources (Conservation and Mitigation)

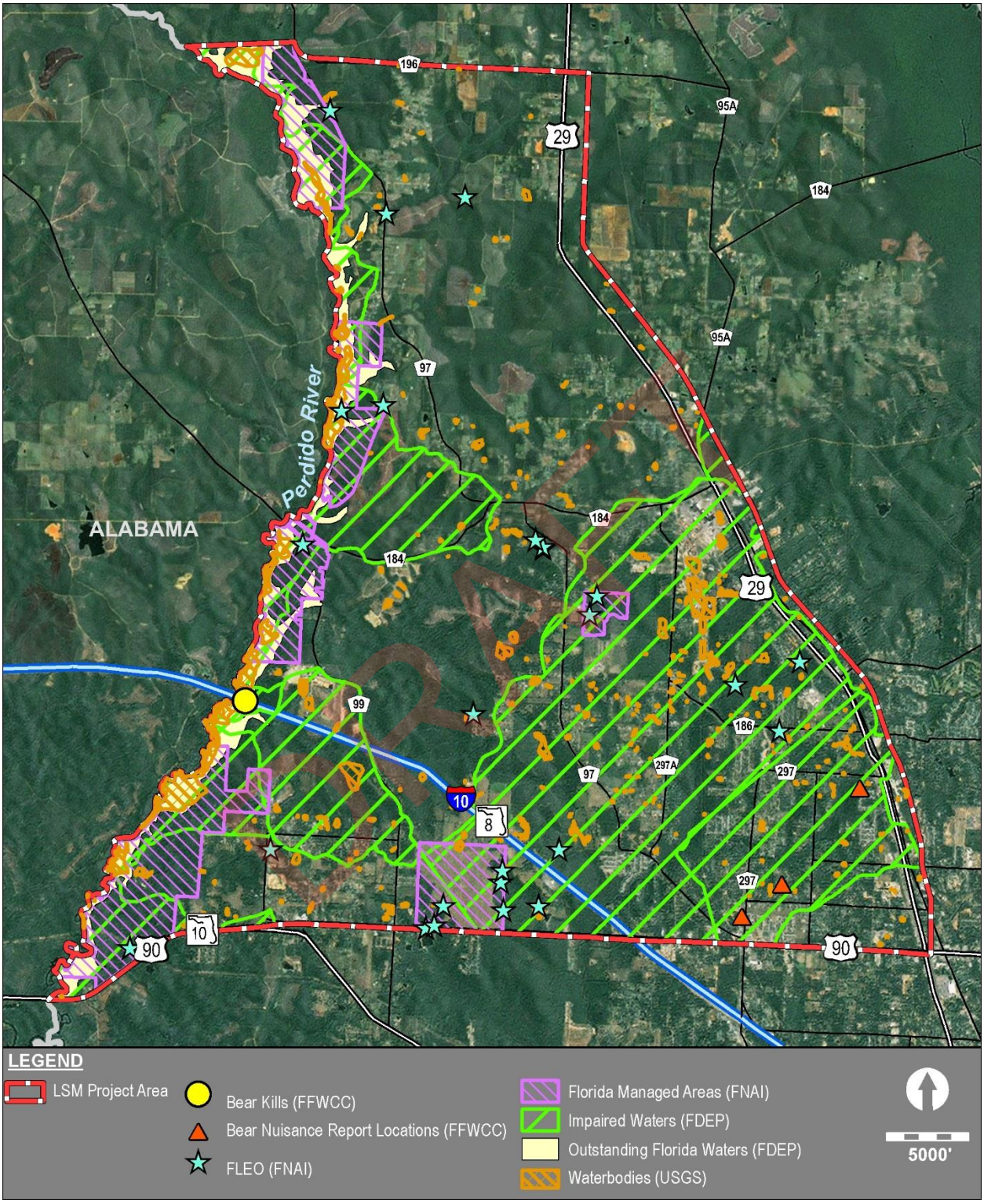


Figure 6 Physical Feature

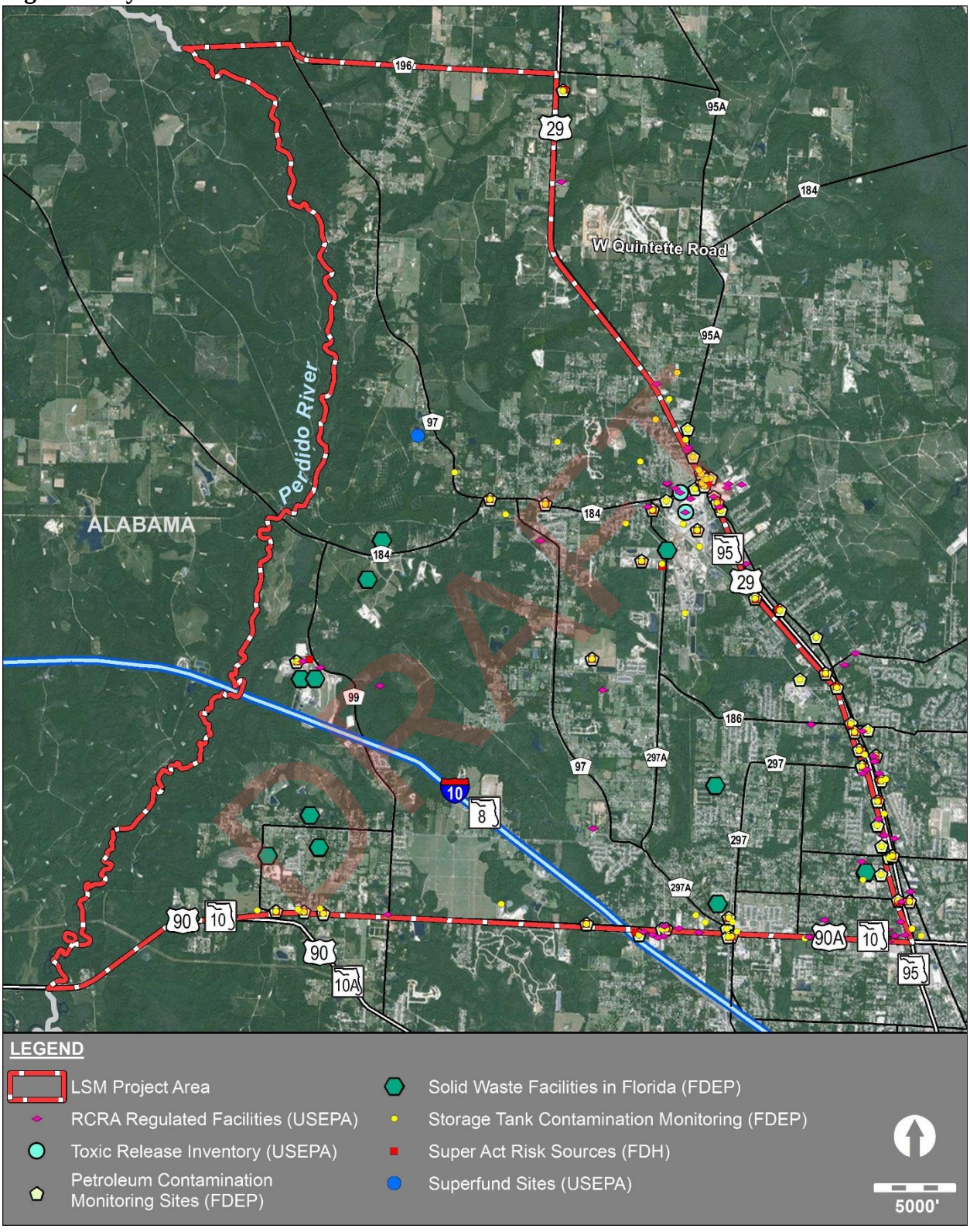
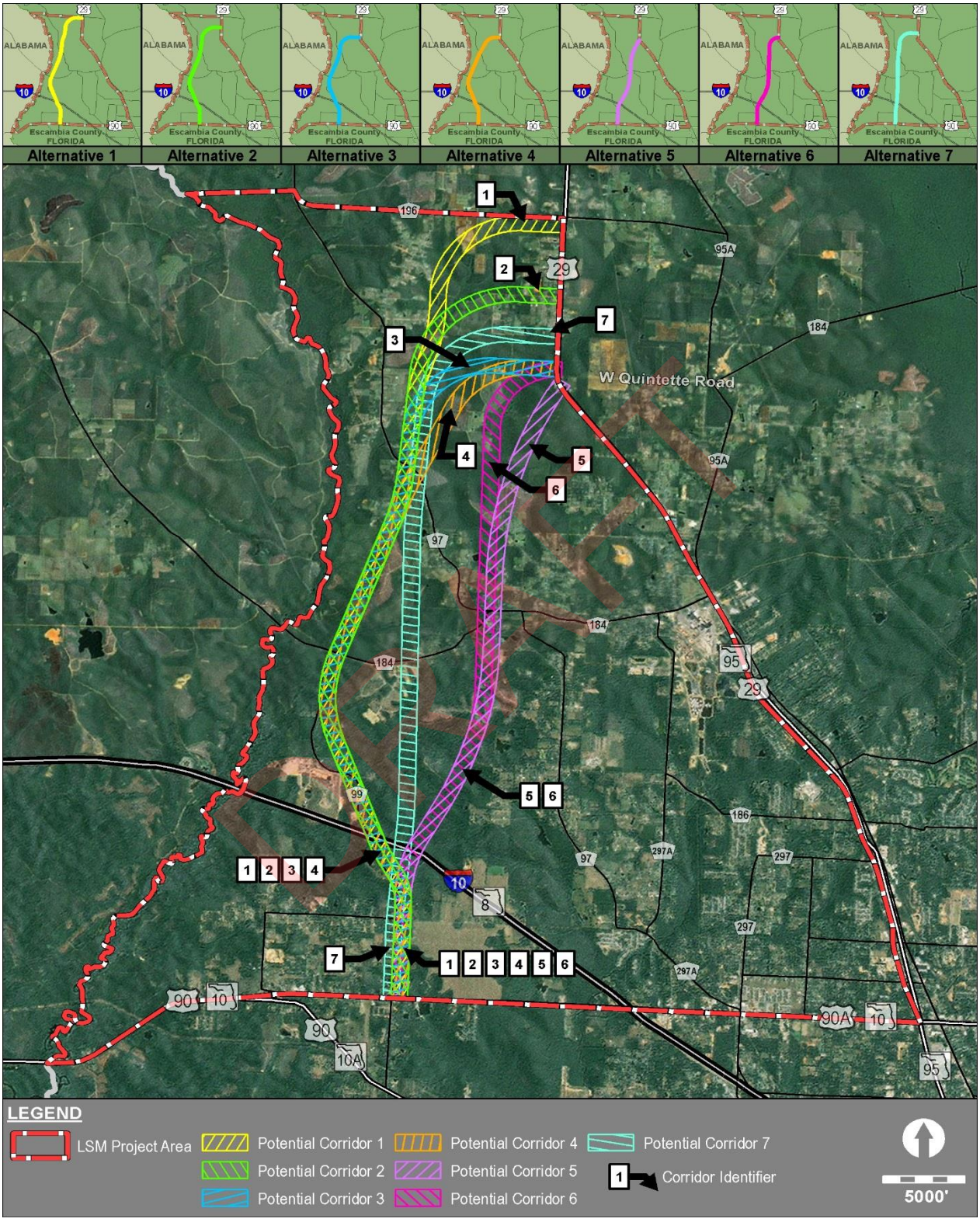


Figure 7 Initial Corridors Submitted into the EST



APPENDICES

Appendix A Planning Document Summaries

Appendix B Land Suitability Mapping Memorandum

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Appendix A

Planning Document Summaries

A1 - 2060 Florida Transportation Plan

A2 - Florida's Strategic Intermodal System Strategic Plan

A3 - Florida-Alabama TPO – 2035 Long Range Transportation Plan

A4 - Florida-Alabama TPO FY 2014-2018 Transportation Improvement Program

A5 - Regional Freight Network Plan – Highways of Commerce

A6 - Florida-Alabama TPO Congestion Management Process Plan

A7 - Escambia County Comprehensive Plan

A8 - Mid-West Escambia County Optional Sector Plan and Detailed Specific Area Plans

A9 - Pensacola Inland Port Intermodal Terminal Feasibility Study

A10 - Northwest Florida Transportation Corridor Authority 2013 Master Plan

A11 - Escambia-Santa Rosa Beltway Toll Feasibility Study

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A1 - 2060 Florida Transportation Plan

While the *2060 Florida Transportation Plan* (FTP) is for all of Florida, it is particularly important as it: 1) defines Florida's future transportation vision and 2) identifies goals, objectives, and strategies for implementing that vision. As such, it forms the basis by which other transportation plans, policies, and projects are defined. Therefore, it can be assumed that projects derived from transportation plans developed consistent with the 2060 FTP are consistent with the 2060 FTP. The goals identified in 2060 FTP include:

- Invest in transportation systems to support a prosperous, globally competitive economy;
- Make transportation decisions to support and enhance livable communities;
- Make transportation decision to promote responsible environmental stewardship;
- Provide a safe and secure transportation system for all users;
- Maintain and operate Florida's transportation system proactively; and
- Improve mobility and connectivity for people and freight.

A2 - Florida's Strategic Intermodal System Strategic Plan

The Florida Strategic Intermodal System (SIS) was developed to enhance Florida's transportation mobility and economic competitiveness. The SIS is comprised of most major air, space, water, rail and highway facilities in the state. These facilities are the primary means of moving people and freight inter-regionally, as well as, between Florida and other states and nations. Although the SIS facilities make up only a small percentage of all transportation facilities in the State, the SIS Strategic Plan sets policies, based on the goals of FTP, and applies them to the SIS. In the Escambia Beltway study area, I-10 and US 29 (SR 95) are existing designated SIS facilities.

A3 - Florida-Alabama TPO – 2035 Long Range Transportation Plan

The Long Range Transportation Plan is the vehicle by which the TPO identifies the transportation needs for the planning area over the coming 20 years and prioritizes projects consistent with established goals for providing a multi-modal transportation system for all users. The plan has five components: Goals and Objectives, Land Use, Public Involvement, Financial Resources, Cost Feasible Plan, and a Needs Assessment.

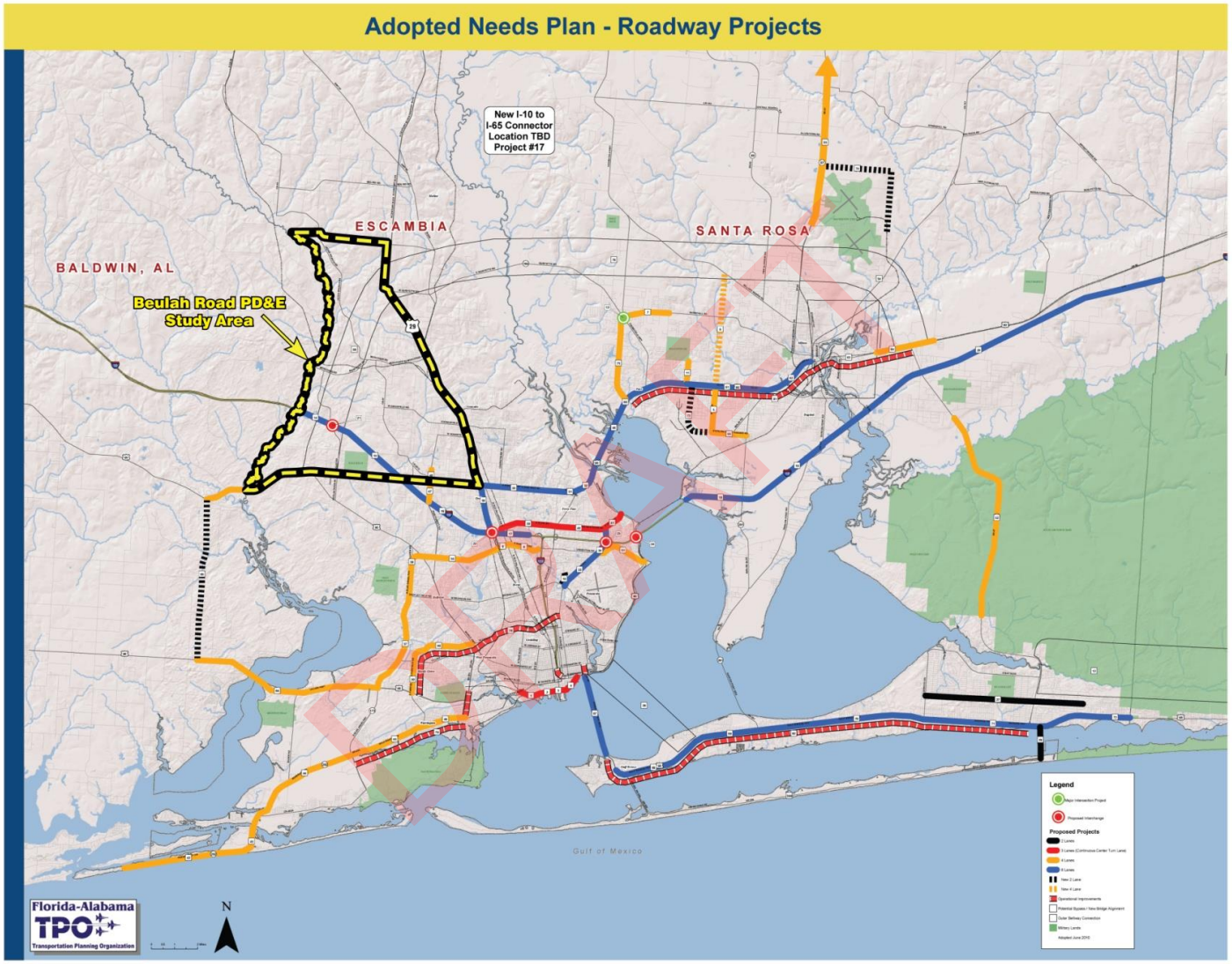
The Goals and Objectives component of the LRTP establishes the intent behind the proposed transportation system improvements. The Land Use component provides the future land use data that is used to forecast population and employment for the planning period (2035), which are used to identify future travel demands and where mobility projects will be needed. The Needs Assessment identifies all needed transportation projects/improvements regardless of funding availability. The Financial Resources component identifies available funding resources and what new resources are needed. The Cost Feasible Plan establishes priorities, based on funding constraints, for the next five years. The public involvement component summarizes the public participation in the various stages of the plan's development.

The Needs Plan Roadway Projects (**Figure 1**) identifies a new I-10 interchange and the Escambia Beltway [which is called the US 29 Connector in the LRTP]. The Escambia Beltway/US 29 Connector, as shown in the Long Range Transportation Plan, would connect US 90A (SR 10/W. Nine Mile Road) with US 29 (SR 95) and encompass the proposed new I-10 interchange. Further, the Escambia Beltway/US 29 Connector corridor alignment is consistent with the proposed Beeline Corridor in the *Mid-West Escambia Detailed Specific Area Plan (DSAP)*.

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Figure 1: Adopted Needs Plan Roadway Projects



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The Needs Plan also shows the proposed Escambia Beltway/US 29 Connector connecting to an Outer Beltway Corridor extending from US 29 (SR 95) in Escambia County to SR 87 in Santa Rosa County. This is the same alignment as the Escambia-Santa Rosa Beltway project (**Figure 2**) proposed by the NWFTCA. Therefore, the Escambia Beltway would also serve as the western leg of that facility.

Figure 3 shows the 2035 Needs Assessment Transit Projects. This figure has been included because it shows a proposed Commuter Rail (West) project extending from downtown Pensacola to a station in the Cantonment area. Currently there is no efficient transportation network for providing easy access to this proposed commuter rail and station. However, the *Mid-West Escambia Optional Sector Plan* shows a potential future commuter rail along essentially the same route as shown in the LRTP Needs Assessment. In the Optional Sector Plan, the proposed Beeline expressway would provide the needed connectivity to the commuter rail facilities. As previously stated, the Escambia Beltway project would substitute for the Beeline expressway identified in the *Mid-West Escambia Optional Sector Plan* and thus address the accessibility needs of potential commuter rail riders.

A4 - Florida-Alabama TPO FY 2014-2018 Transportation Improvement Program

The Transportation Improvement Program (TIP) is published by the TPO annually. It is a five-year plan presenting the funding and development phases of transportation improvements within the TPO planning area during the five year period. **Table 1** provides a list of projects from the draft 2014-2018 TIP that are within or adjacent to the Escambia Beltway study area.

Table 1 Draft 2014-2018 TIP Projects in the Beulah Road Study Area

Financial Number	Road	Work Summary	Total Cost
		Bridges	
4304651	CR 196	Bridge Replacement (Jack's Branch Bridge)	$4,038,397
		Capacity	
2186031	SR 95 (US 29)	Right of Way for Future Capacity	$50,873,376
2224762	SR 8 (I-10)	Preliminary Engineering for Future Capacity	$858,000
4334481	SR 10A @ Woodside Dr.	Add Turn Lanes	$848,836
		Transportation System Management	
4296704	CR 196 (Barrineau Rd)	Pave Shoulders	$1,625,000
		Resurfacing Projects	
4295201	SR 8 (I-10)	Resurfacing	$3,917,821

Although the next phase of the Escambia Beltway project is not yet shown in the draft TIP, Escambia County is working with the FDOT and the Florida-Alabama TPO to add the design phase to the TIP prior to completion of PD&E study.

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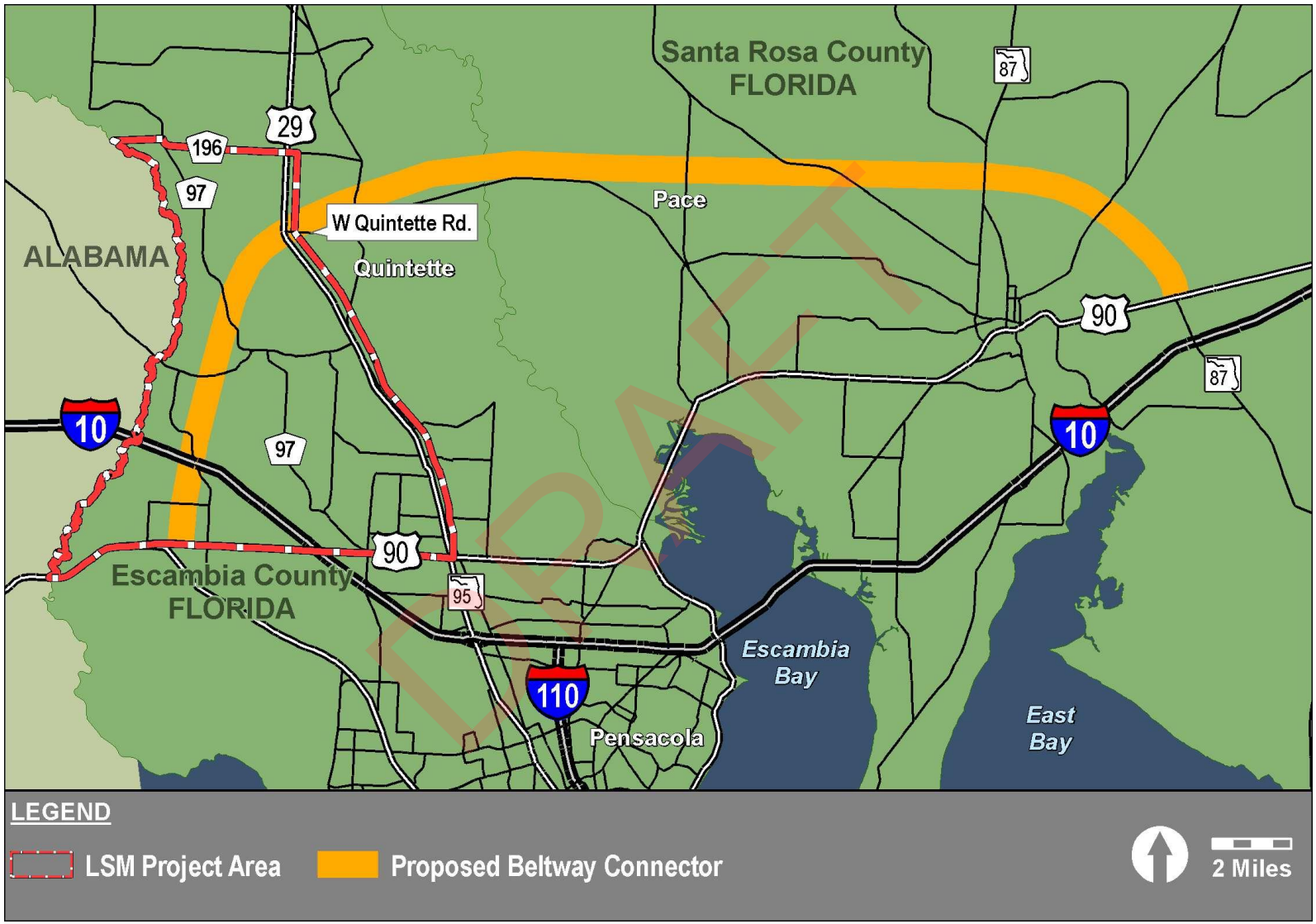
A5 - Regional Freight Network Plan – Highways of Commerce (2010)

The TPO's *Regional Freight Network Plan – Highways of Commerce*, identifies existing and future "highways of commerce" and transportation improvements needed to enhance the economic competitiveness of the region. Within the vicinity of the Escambia Beltway study area, I-10 and US 29 (SR 95) are the only highways currently on the freight network (**Figure 4**). There is also an existing major economic activity center (International Paper Company) located on US 29 (SR 95) within the study area.

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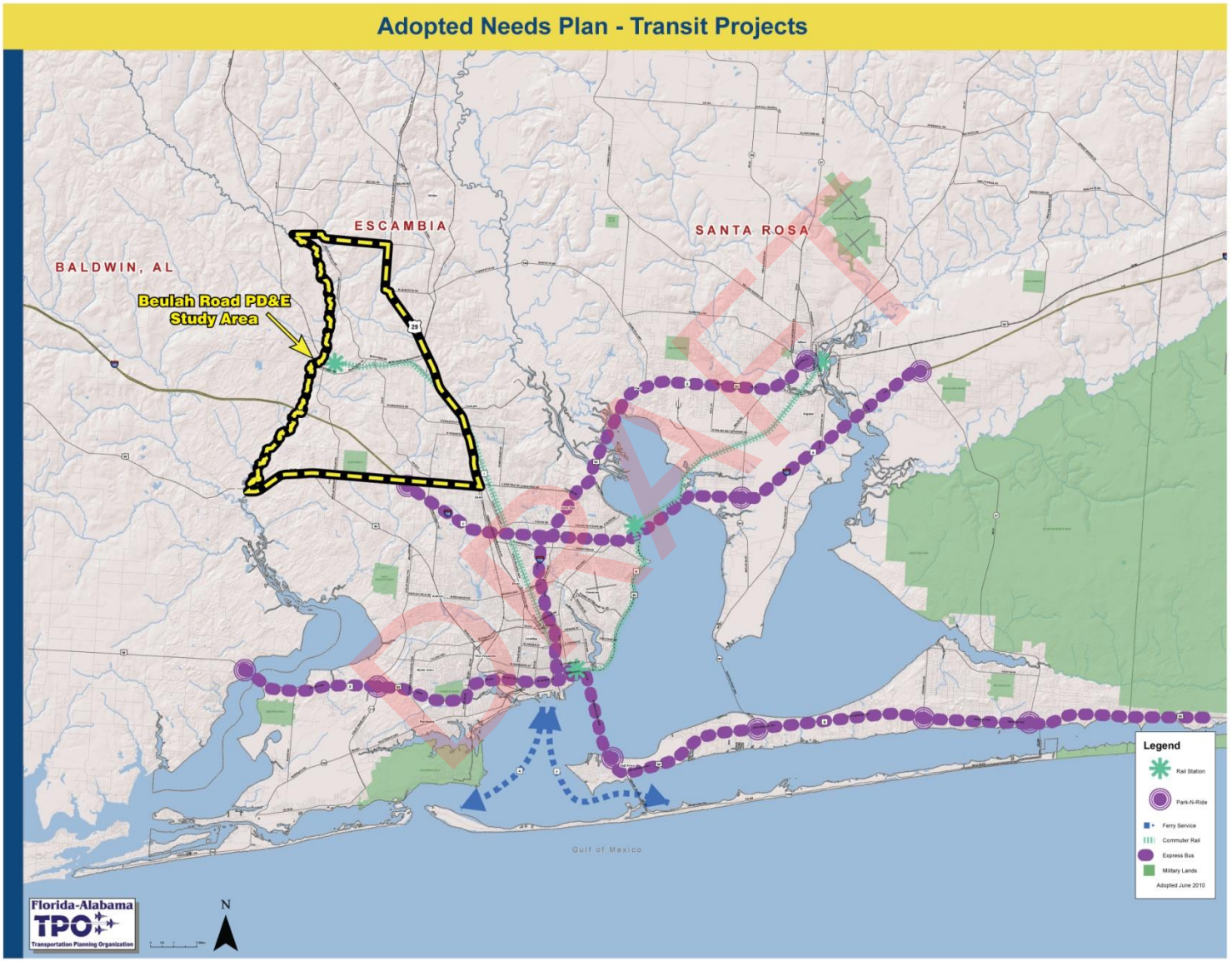
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Figure 2: Proposed Escambia-Santa Rosa Beltway Corridor



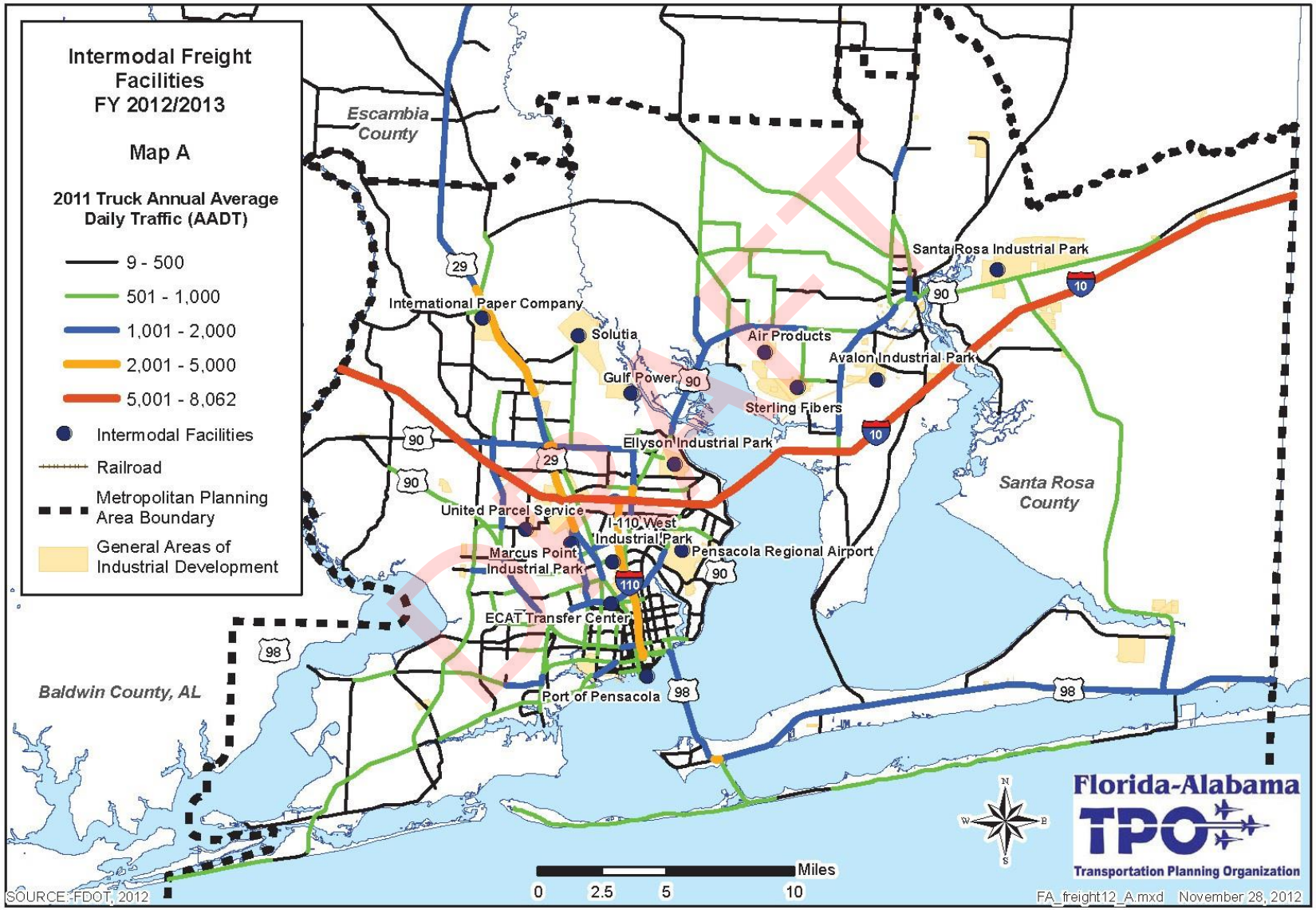
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Figure 3: Adopted Needs Plan Transit Projects



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Figure 4: Intermodal Freight Facilities



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As part of the development of the TPO's *Regional Freight Network Plan*, stakeholders were queried on issues and needs related to freight transport in the region. **Table 2** is a list of freight issues and needs identified for the vicinity of the Escambia Beltway study area.

Table 2: Freight Issues and Needs in the Vicinity of the Beulah Road Study Area

Roadway	Location	Issue
I-10	Kingfield Road	New Exit for future commerce park
I-10	Ninth Avenue	New exit for improved access to Pensacola Gulf Coast Airport
I-10		Need centers to transfer interstate loads to local delivery services
Nine Mile Road	Chemstrand Road to I-10	Access to industrial area connector
US 29	Chemstrand Road to I-10	Congestion and delay
Gulf Aerospace Corridor*	East/West Connection to Alabama	Capacity for emerging industry

*Proposed location unknown.

US 29 (SR 95) is used to transport building materials, cement, and paper products from the industrial areas north of downtown Pensacola to Cantonment. US 29 (SR 95) also provides a relatively direct connection from Pensacola to I-65 in Alabama. Congestion and delay affect freight traffic using this corridor.

The *Regional Freight Network Plan* recommends several long-term improvements in Escambia County with the potential to affect traffic in the region. These include a new I-10 interchange to provide more direct access to the Pensacola Gulf Coast Airport and increasing capacity of US90A (SR 10/W. Nine Mile Road). It also notes that an inland port study explored the possibility of locating an intermodal terminal inland of the Port of Pensacola. Although none of the general locations evaluated are within the Escambia Beltway study area, depending on the site ultimately selected, there could be potential for increased freight demand for the proposed new I-10 interchange and the Escambia Beltway.

The Escambia Beltway project would provide the western leg of the proposed Escambia-Santa Rosa Beltway (NWFTCA), also identified as the SR 29 Connector in the LRTP. This larger future beltway is identified in the *Regional Freight Network Plan* as a Future Highways of Commerce because it would provide a higher speed, more efficient alternative to congested areas and would divert through freight traffic away from older, highly urbanized areas not appropriate for heavy truck volumes. Since the Escambia Beltway project would provide the western leg of this larger beltway, it would also become a designated Highway of Commerce.

The Escambia Beltway project, especially in conjunction with the proposed new interchange at I-10, could alleviate some of the issues or needs identified in the *Regional Freight Network Plan*. It would serve to provide the improved access to Pensacola Gulf Coast Airport and/or a future commerce park; as discussed elsewhere in this document, it would improve congestion and delay on US 29 (SR 95); and, as part of the Escambia-Santa Rosa Beltway it would be a Highway of Commerce and would serve to divert through freight traffic away from older, highly urbanized areas. In addition, it would accommodate future freight demand generated by an inland intermodal center for the Port of Pensacola.

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A6 - Florida-Alabama TPO Congestion Management Process Plan (2013)

Chapter 339.177 Florida Statutes requires development and implementation of a traffic congestion management system by each TPO in the state. The congestion management system is required to manage congestion by identifying problem corridors, determining causes of congestion, developing strategies to mitigate congestion, and monitoring the effectiveness of the congestion management measures. This process is summarized annually in the TPO's Congestion Management Process Plan. This document reports the current congestion management status of five transportation networks (roadways, transit, travel demand, bicycle pedestrian, and freight) and predicts future congestion status on these systems assuming proposed improvements in the LRTP have been implemented.

Table 3 lists those congested road segments within and adjacent to the Escambia Beltway study area identified by the Florida Alabama TPO's *Congestion Management Process Plan* (2013).

Table 3: Congested Roadway Segments within or Adjacent to the Escambia Beltway Study Area

Road	From	To	2011	2016	2021
US 90A (SR 10/Nine Mile Road)	SR 297/Pine Forest Road	US 29 (SR 95)	Yes*	Yes	Yes
US 29 (SR 95)	I-10 /SR 8	US 90A (SR 10/Nine Mile Road)	Yes	Yes	No
SR 297/Pine Forest Road	I-10/SR 8	US 90A (SR 10/Pine Forest Road)	Yes	Yes	Yes

*Yes means the facility is congested in that year.

The Escambia Beltway project with the proposed new I-10 interchange would address some of the congestion problems on these roads by re-routing through traffic, particularly truck traffic, off congested facilities.

A7 - Escambia County Comprehensive Plan 2030

The comprehensive plan identifies the policies, goals and objectives to be used to as the basis for local land use decisions regarding transportation, infrastructure, land use, recreation, housing, schools, conservation, and economic development. It does not provide the regulations but is the basis for the regulations, such as land development codes, that ensures future development is accomplished consistent with these policies, goals and objectives.

Goals from the Escambia County Comprehensive Plan that are most appropriate to the proposed Escambia Beltway project include those listed in the concurrency, land use, and mobility sections of the plan. The Concurrency Element ensures that the necessary public facilities and services are in place prior to development. The Future Land Use Element establishes the type and location of future development so that it meets the stated goals of encouraging compact, mixed-use urban development, supports transit, reduces vehicle miles traveled (VMT), and reduces greenhouse gases. The Mobility Element strives to establish the desired transportation system and to plan for motorized and non-motorized traffic circulation systems.

The Escambia Beltway project is consistent with these elements of the comprehensive plan. It would provide a major part of the transportation infrastructure identified in *the Mid-West Escambia Optional Sector Plan* (approved by the Florida Department of Economic Opportunity on February 4, 2011) and

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DSAP, which was adopted into the Comprehensive Plan on September 15, 2011 and approved on November 14, 2011. By providing a critical element of the needed infrastructure for the future development identified in the *Mid-West Escambia Optional Sector Plan*, the Escambia Beltway project contributes to the planned future development's ability to meet the stated goals of encouraging compact, mixed-use urban development that supports transit (which reduces VMT and greenhouse gases). The Escambia Beltway project would also support the planned motorized and non-motorized traffic circulation system, by (as the Beeline Corridor expressway identified in the *Mid-West Escambia Optional Sector Plan*) providing access to the planned intermodal facilities (bus and rail transit systems).

A8 - Mid-West Escambia County Optional Sector Plan and Detailed Specific Area Plans

As a result of the effects of Hurricanes Ivan (2004) and Dennis (2005), and Hurricane Opal in 1995, the county has focused efforts on shifting future growth away from fragile coastal areas. In 2007, Escambia County entered into an agreement with the State of Florida to initiate and complete an Optional Sector Plan. The goal of the Optional Sector Plan and roadway infrastructure planning is to encourage cohesive and sustainable development patterns within central Escambia County, emphasizing urban form and the protection of regional resources and facilities. The Optional Sector Plan process took over three years and involved four public meetings. The resulting *Mid-West Escambia Optional Sector Plan* was included in the Comprehensive Plan on February 4, 2011 and the DSAP report was adopted on September 15, 2011. The State of Florida found Escambia in compliance on November 8, 2011 and approved the plans on November 14, 2011.

As part of the updated and approved Comprehensive Plan, the *Mid-West Escambia Optional Sector Plan* included the following transportation policies:

- Creation of a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail opportunities.
- Development of a hierarchy of transportation corridors that would increase mobility and accessibility within the Optional Sector Plan boundaries while respecting existing residential development.
- Creation of an interconnected and accessible pedestrian and bicycle network.
- Reduction of vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact, mixed use and transit-oriented development patterns.

The final land use plan for the *Mid-West Escambia Optional Sector Plan* divided the Sector Plan area into two DSAPs (the Jacks Branch DSAP in the north and the Muscogee DSAP in the south). A transportation analysis was conducted to determine the infrastructure needed to accommodate the DSAP land use plans and identify road capacity needs for the five-year interim analysis period and for the build-out plan (2035). **Table 4** summarizes the identified transportation improvements both internal and external to the planning area.

The *DSAP's* report estimated that 22.5 new lane-miles of capacity within the *DSAPs* and 38.2 new lane-miles of capacity outside the *DSAPs* would be required to accommodate the proposed five-year development program (2011-2016). At build-out (2035), the *DSAP's* report projected 99.6 new lane-miles of capacity within the DSAPs and 105.8 lane-miles of capacity outside the DSAPs. The principal transportation improvement identified in the plan that provides for both internal and external connectivity is a four-lane limited access expressway (Beeline Corridor). As conceived in the *DSAPs report* (**Figure 5),** the proposed expressway would require a new interchange with I-10 from whence it would travel north through the DSAPs, providing interchanges at major residential, employment, and shopping hubs, then, near the northern boundary of the Jacks Branch DSAP area, it would turn east to connect with US 29 (SR

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95). The proposed Escambia Beltway would serve as the expressway identified as the Beeline Corridor in the *Mid-West Escambia County Sector Plan*.

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Table 4: Mid-West Escambia Detailed Specific Area Plan Transportation Improvements

Roadway	Segment	Length (miles)	Improvement	New (miles)
Five Year (2016)				
Quintette Rd Ext.	Jack's Branch Road to US 29	2.0	Construct New 2 Lane road	4.0
Kingsfield Rd Ext.	N-S Rd. to Jack's Branch Rd. (CR 97)	0.8	Construct New 2 Lane Road	1.5
Well Line Rd. Ext.	Jack's Branch Rd to US 29	3.1	Construct New 2 Lane Road	6.2
N-S Rd.	Quintette Rd Ext. to Kingsfield Rd.	5.4	Construct New 2 Lane Road	10.8
US 29	Muscogee Rd (CR 184W) to W St.	10.0	Widen Existing 4 Lanes to 6 Lanes	20.0
Pine forest Rd	Nine Mile Rd. (Alt. 90) to I-10	0.9	Widen Existing 3 Lanes to 4 Lanes	1.8
Nine Mile Rd. (Alt. 90)	Pine Forest Rd. (CR 297) to US 29	2.15	Widen Existing 2 Lanes to 4 Lanes	4.3
	Chemstrand Rd (CR 749) to University Pkwy	2.45	Widen Existing 4 Lanes to 6 Lanes	4.9
Saufly Field Rd. (CR 296)	Blue Angel PKWY (SR 173) to Mobile Hwy (US 90)	1.4	Widen Existing 2 Lanes to 4 Lanes	2.8
Palafox St. (CR 95A)	Nine Mile Rd (Alt. 90) to I-10	2.2	Widen Existing 2 Lanes to 4 Lanes	4.4
Build Out (2035)				
Jack's Branch Rd (CR 97)	Power Blvd. Ext. to River Annex Rd.	0.5	Widen Existing 2 Lanes to 4 Lanes	1.0
Muscogee Rd (CR 184)	River Annex Rd to Jack's Branch Rd	2.6	Widen Existing 2 Lanes to 4 Lanes	5.2
Old Kingsfield Rd.	Beulah (CR 99) to N-S Rd	3.1	Upgrade Existing 2 Lane Road	6.2
Kingsfield Rd. Ext.	Beuah (CR 99) to Jack's Branch Rd (CR 97)	2.3	Construct New 2 Lane Road	4.6
River Annex Rd	Jack's Branch Rd (CR 97) to Muscogee Rd (CR 184)	2.6	Upgrade/Construct 2 Lane Road	5.2
Beulah Rd (CR 99)	Kingsfield Rd. to I-10	0.2	Widen Existing 2 Lanes to 4 Lanes	0.4
Well Line Rd Ext	N-S Rd to US 29	2.1	Widen 2 Lane Road to 4 Lanes	4.2
Beeline corridor	US 29 to I-10	7.9	Construct New 4 Lane Freeway	31.6
N-S Rd	Barrineau Park Rd (CR 196) to Quintette Rd Ext	1.0	Construct New 4 Lane Road	4.0
	Quintette Rd Ext to Kingsfield Rd	5.4	Widen 2 Lane Road to 4 Lanes	10.8
	Kingsfield Rd to Jack's Branch Rd/Divine Farm	3.5	Construct New 4 Lane Road	14.0
Success Rd Ext.	Power Blvd Ext. to Well Line Rd. Ext.	1.10	Construct New 4 Lane Road	4.4
Power Blvd Ext.	US 29 to N-S Rd	1.0	Construct New 4 Lane Road	4.0
Mathison Rd Ext.	Schifko to US 29	2.0	Construct New 2 Lane Road	4.0
I-10	Beeline Corridor to I-110 /Davis Hwy	10.3	Widen Existing 4 Lanes to 6 Lanes	20.6
US 29	Quintette Rd (CR 184) to Well Line Rd	2.5	Widen Existing 4 Lanes to 6 Lanes	5.0
	Well Line Rd to Muscogee Rd	0.8	Widen Existing 4 Lanes to 8 Lanes	3.2
	Muscogee Rd (CR 184W) to I-10	8.6	Widen Existing 6 Lanes to 8 Lanes	17.2
	W St. to Massachusetts/Pace Blvd	2.2	Widen Existing 4 Lanes to 6 Lanes	4.4

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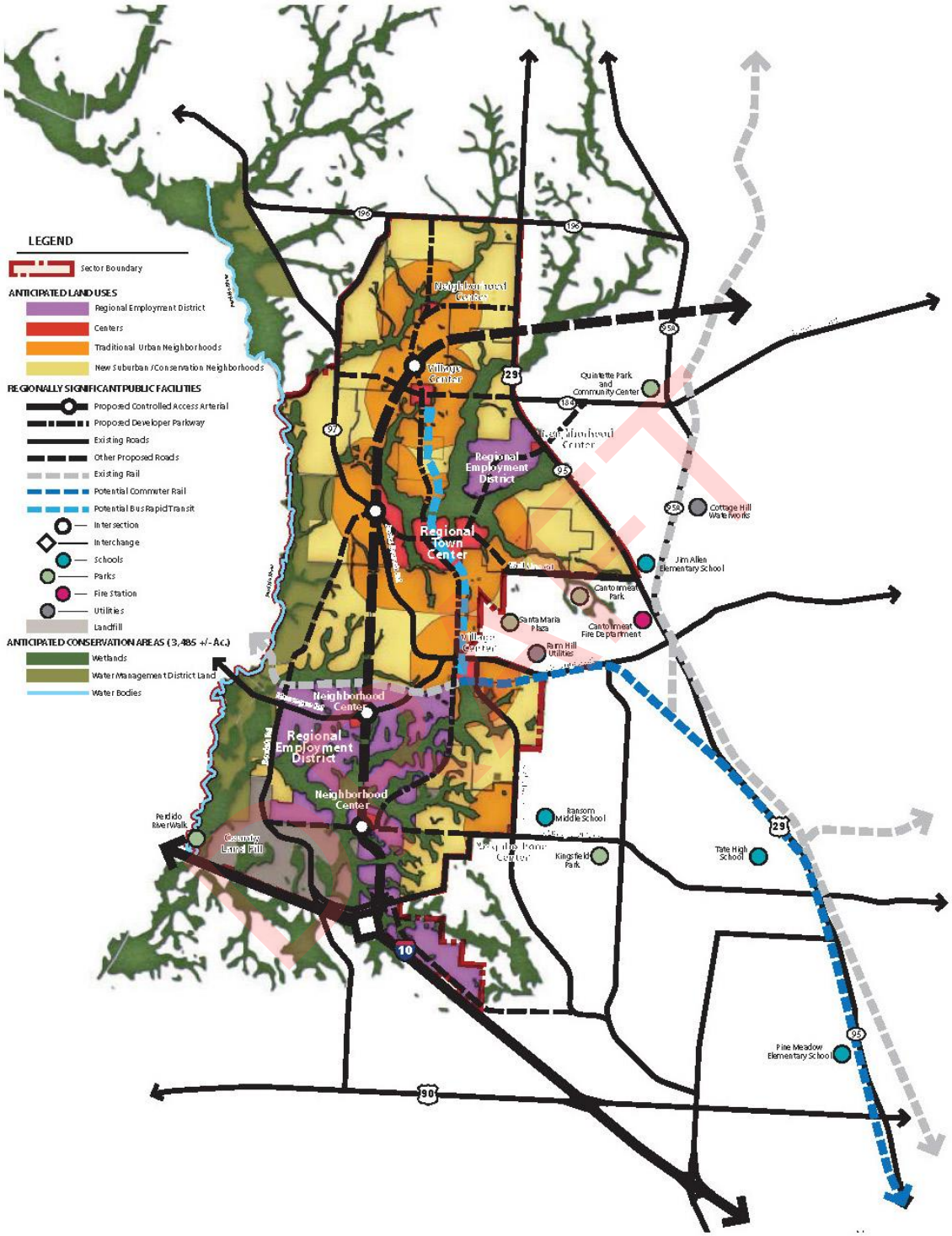
CR 297A	Pine Forest Rd (SR 297) to CR 97	1.4	Widen Existing 2 Lanes to 4 Lanes	2.8
Quintette Rd (CR 184)	US 29 to CR 95A	1.8	Widen Existing 2 Lanes to 4 Lanes	3.6
Muscogee Rd (CR 184)	CR 297A to US 29	0.75	Widen Existing 2 Lanes to 4 Lanes	1.5
Beulah Rd (CR 99)	Kingsfield Rd to Nine Mile Rd (Alt 90)	2.3	Widen Existing 2 Lanes to 4 Lanes	4.6
Nine Mile Rd (Alt. 90)	Beulah Rd (CR 99) to I-10	2.7	Widen Existing 4 Lanes to 6 Lanes	5.4
Mobile Hwy (US 90/SR 10A)	Beulah Rd (CR 99) to Klondike Rd	3.0	Widen Existing 2 Lanes to 4 Lanes	6.0
	Pine Forest Rd (SR 297) to Edison Dr	2.7	Widen Existing 4 Lanes to 6 Lanes	5.4
	Fairfield Dr. to Pace Rd	2.4	Widen Existing 4 Lanes to 6 Lanes	4.8
Blue Angel Pkwy (SR 173)	Pine Forest Rd (SR 297) to US 98	7.1	Widen Existing 2 Lanes to 6 Lanes	14.2
Michigan Ave (SR 296)	Mobile Hwy (US 90/SR 10A) to US 29	3.5	Widen Existing 4 Lanes to 6 Lanes	7.1

*Projects in dark red font are located outside of the DSAP area and only a percentage of the traffic using these facilities would be from the DSAP area.

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Figure 5: Mid-West Escambia Detailed Specific Area Plan



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A9 - Pensacola Inland Port Intermodal Terminal Feasibility Study

The stated purpose of this study was "to examine the feasibility of locating an intermodal facility in the Pensacola area linked to the Port of Pensacola". The importance of this study to the Escambia Beltway project is the identification and evaluation of potential sites for the facility that could, if selected, have an effect on the transportation demand in and around the Escambia Beltway study area, particularly on I-10 and US 29 (SR 95). Of the six sites evaluated, two would likely influence one or both of these existing freight routes. The two sites were characterized in the study as the Century Florida/Flomaton Alabama Generalized Vicinity Location (Century/Flomaton); and the Atmore Alabama Generalized Vicinity Location (Atmore).

Both sites are well north of the study area with one site (Century/Flomaton) in the northeastern corner of Escambia County abutting Alabama, and the other (Atmore) is in Alabama north on SR 97. If one of these two sites were selected, it could be expected that a percentage of freight traffic currently traveling either in or out of the Port of Pensacola via US 98 or US 90 (SR 10A), would now utilize I-10 to access US 29 (SR 95) to travel to either of these potential multimodal locations. Trucks traveling to Atmore would have travel US 29 (SR 95) to Molino to connect with SR 97.

As will be discussed below, US 29 (SR 95) is already congested and the interchange of US 29 (SR 95) at I-10 has serious mobility issues. The combination of the proposed new I-10 interchange and the Escambia Beltway project would help alleviate these existing issues. It would also play a role in serving freight traffic should either the Atmore or Century/Flomaton sites be selected for a new intermodal facility servicing the Port of Pensacola.

A10 - Northwest Florida Transportation Corridor Authority Master Plan

The NWFTCA identified the Escambia-Santa Rosa Beltway (**Figure 2**) as one of a series of transportation improvements to alleviate congestion along US 98 between Pensacola and Panama City. The Escambia-Santa Rosa Beltway has been proposed to provide an inland alternative to I-10 and provide access to developing areas in northern parts of Escambia and Santa Rosa Counties. The route of the Escambia-Santa Rosa Beltway is similar to the combined SR 29 Connector, Outer Beltway Connector, and SR 87 Connector in the Florida-Alabama TPO 2035 Long Range Transportation Plan (**Figure 1**). As stated previously, the SR 29 Connector in the Florida-Alabama TPO 2035 Long Range Transportation Plan is consistent with the expressway (Beeline Corridor) identified in the *Mid-West Escambia Optional Sector Plan and DSAPs*; therefore, the western leg of the Escambia-Santa Rosa Beltway would also be consistent with the expressway in the *Mid-West Escambia Optional Sector Plan and DSAP*s. Since the proposed Escambia Beltway project would serve the proposed (Beeline Corridor) expressway, it also would serve as the Escambia-Santa Rosa Beltway.

A11 - Escambia - Santa Rosa Beltway Toll Feasibility Study

Florida's Turnpike Enterprise (FTE) analyzed the toll feasibility of the Escambia-Santa Rosa Beltway in 2008, utilizing the TPO's 2025 model, with revisions to the future land use, to forecast future traffic volumes. The Beltway was modeled with four mainline toll barriers, each having a $0.75 toll, resulting in an end to end toll of $3.00.

The study also analyzed traffic usage patterns for select links. The western link analysis showed that approximately 14 percent of traffic entering the Beltway from I-10 in Escambia County crossed into Santa Rosa County. Most of the traffic on the Beltway exited onto I-10 or to northbound US 29 (SR 95).

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The study compared the NFTCA's planning level cost estimates to the Turnpike's experience on similar projects, which were higher by $0.3 billion. When toll revenues were forecasted based on the traffic projections, it was determined, even using higher tolls where demand was highest, that the Escambia-Santa Rosa Beltway could not generate enough revenue to pay for the cost of the project. However, during the presentation of the findings, the Florida Turnpike indicated that the Beltway section from I-10 to US 29 (SR 95), due to its higher traffic volumes, may need to be reviewed in the future as a stand-alone project. As part of this PD&E study, a new toll feasibility study will be completed utilizing the new changes included in the Florida statutes.

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Appendix B

Land Suitability Mapping

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Escambia Beltway

Land Suitability Mapping Methodology
Technical Memorandum

Escambia Beltway from US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

FPID: Not Applicable
ETDM No: 14059

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Prepared for:
ESCAMBIA COUNTY

November 2015

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1.0 INTRODUCTION

Escambia County is conducting an Alternative Corridor Evaluation (ACE) study for a proposed transportation improvement project, known as the Escambia Beltway. The intent of the ACE study is to identify suitable corridors in which to make the proposed improvements. Alternative corridors that meet the purpose and need for the project and provide the least overall adverse involvement with environmental and engineering issues in the study area will be advanced for analysis during the National Environmental Policy Act (NEPA) phase of project development.

The purpose of this memorandum is to document the application of the Land Suitability Mapping (LSM) technique in the development of the project's initial alternative corridors submitted into .the Florida Department of Transportation's (FDOT) Efficient Transportation Decision Making (ETDM) Programming Screen. This memorandum summarizes the LSM process utilized in the development of the alternative corridors. It includes a discussion of the data, methodology, and analysis that resulted in the identification of the alternative corridors published in the Programming Screen.

The alternative corridors will be advanced into the Alternative Corridor Evaluation study following revisions resulting from the Programming Screen Review comments, including the possible addition of new corridors suggested by reviewers. The corridor study will be conducted utilizing the ACE process described in the FDOT Project Development and Environment (PD&E) Manual Part 2, Chapter 6 and will be documented in an Alternative Corridor Evaluation Report.

2.0 PROJECT DESCRIPTION

2.1.1. Purpose of Project

The primary purposes of the proposed Escambia Beltway project are to: 1) provide improved connectivity within portions of Escambia County slated for future development, consistent with the Escambia County Comprehensive Plan; and 2) in concert with the new I-10 interchange, provide improved external regional connectivity and reduce congestion on US 29 (State Road {SR 95}) at I-10, consistent with the Florida-Alabama Transportation Planning Organization's (TPO) *Long Range Transportation Plan* (LRTP) and *Regional Freight Network Plan – Highways of Commerce*.

Secondary purposes are to: 1) reduce travels times for commuters who live in the study area and work in the Pensacola area consistent with local transportation goals to create a highly interconnected, multi-modal system linking housing, employment and retail, as expressed in the adopted *Mid-West Escambia Optional Sector Plan*; 2) encourage future growth away from the coastal communities, consistent with the Escambia County Comprehensive Plan; 3) with the proposed new interchange at I-10, provide an additional freight transport route connecting to other regional freight transportation facilities consistent with the Florida-Alabama TPO's LRTP and *Regional Freight Network Plan,* and the Northwest Florida Transportation Corridor Authority (NWFTCA) 2013 Master Plan; and 4) enhance hurricane evacuation by providing another connection to I-10 as well as an additional north-south connection to US 29 (SR 95)

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that bypasses the heavily congested US 29 (SR 95)/I-10 interchange, consistent with the recommendations of the *Statewide Regional Evacuation Study, West Florida Region, the Beulah Road Interchange Development and Environment Study – Hurricane Evacuation Analysis,* and the Escambia County Comprehensive Plan which supports roadway projects that improve hurricane evacuation. Additional evacuation benefits would be derived from the Escambia Beltway project, with completion of the Outer Beltway (identified in the 2035 LRTP)/Escambia-Santa Rosa Beltway project (identified in the NWFTCA's 2013 Master Plan).

2.1.2. Proposed Improvements

The Escambia Beltway project would extend from US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95, a distance of approximately 10.6 miles, depending on the location of the northern terminus, and include a new interchange with I-10 in the vicinity of Beulah Road (**Figure 2-1**).

The proposed project would use a combination of existing and new alignment to provide a four-lane divided controlled and/or limited access highway within a minimum of a 300-foot right-of-way. The proposed improvements south of I-10 would consist of widening a segment of existing Beulah Road to four-lanes from US 90A/SR 10 (W. Nine Mile Road) to the intersection of Beulah Road and Isaac Lane. Depending on the corridor selected, the widening could extend along Beulah to I-10 or could travel north alongside Isaac's Lane to I-10. Between Isaac Lane and I-10, the four-lane typical section would be either an urban (**Figure 2-2**) or a rural (**Figure 2-3**) typical section. Intersection improvements in this segment would be provided at US 90A/SR 10 (W. Nine Mile Road) and at Frank Reeder Road. The intersection of the proposed project with I-10 will be an interchange.

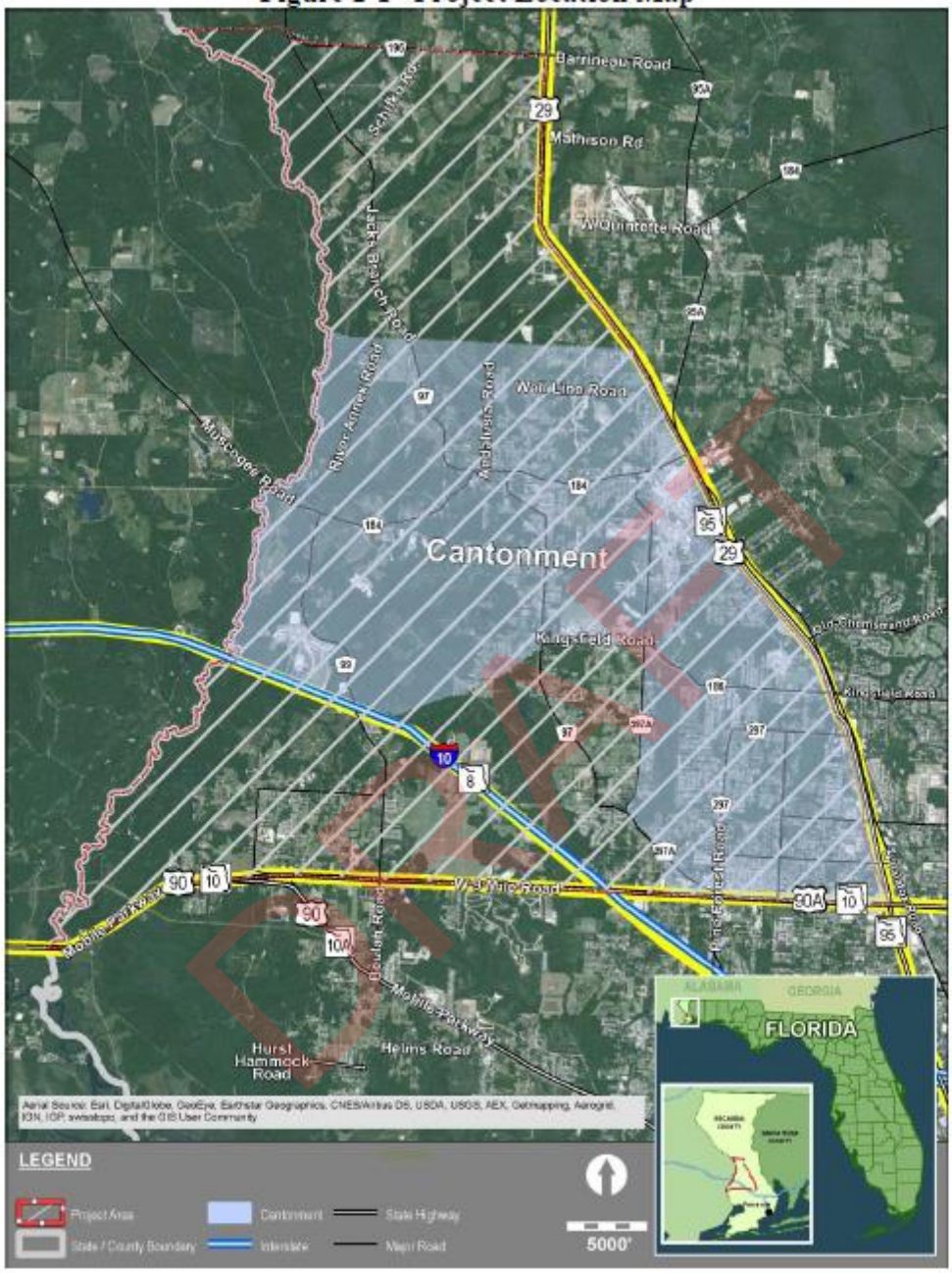
North of I-10, the build alternative concept would initially provide an interim limited access, rural two-lane typical section (**Figure 2-4**). Planning documents, such as the LRTP, identify this facility (north of I-10) as having four lanes. Since the traffic projections for the study area (based on traffic analysis performed for *Mid-West Escambia County Sector Plan*) support the need for a four-lane divided facility by the design year 2045, the two-lane interim typical section will be offset within right-of-way of sufficient width to accommodate the future widening of the ultimate facility which is anticipated to be a four-lane, divided limited access highway (**Figure 2-5**). Consistent with FDOT policy to provide bicycle/pedestrian facilities on new transportation construction projects, a shared use trail would be provided in a 30-foot space within the right-of-way but outside the limited access fence so no additional right-of-way would be required. In addition, stormwater collection and treatment facilities, consisting of drainage swales and treatment ponds, would be provided.

New intersections in the segment north of I-10 are anticipated at W. Kingsfield Road, Muscogee Road, Well Line Road/Jack's Branch Road, and the proposed Village Center as shown on the *Mid-West Escambia Optional Sector Plan* Conceptual Framework Overlay Map (**Figure 2-6**). In addition, a new intersection or interchange would be provided at US 29 (SR 95).

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Figure 2-1 Project Location Map



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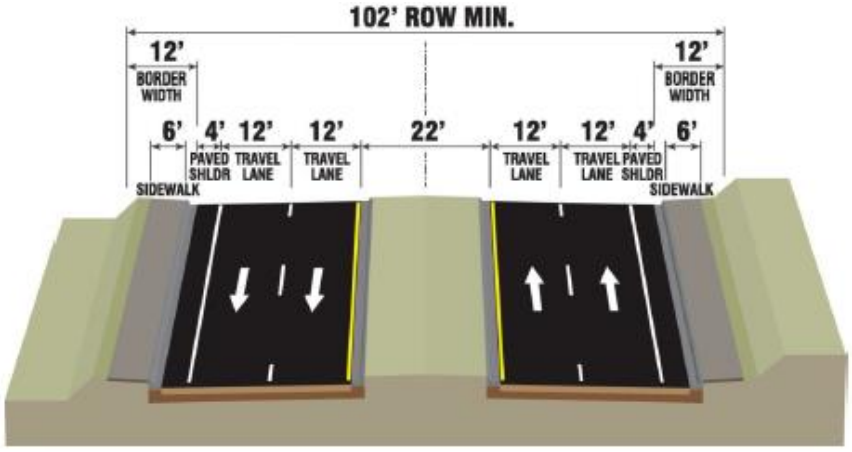
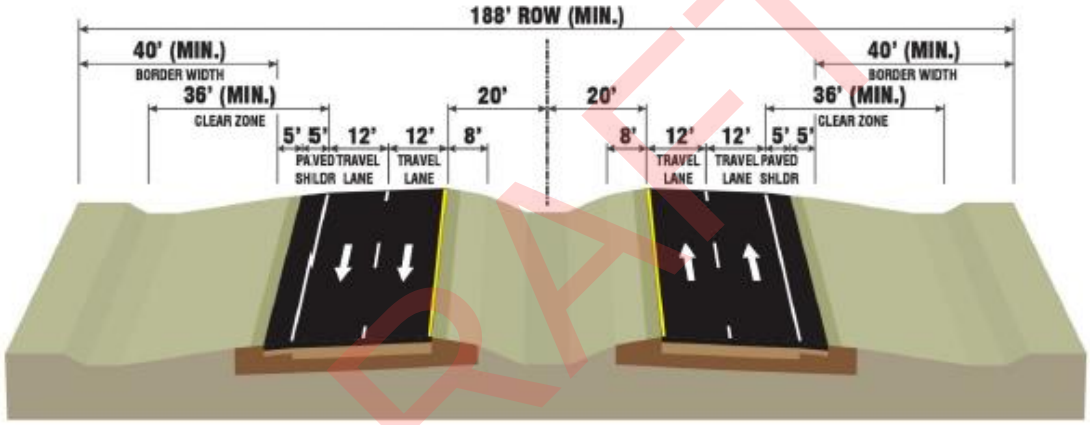


Figure 2-3 Four-Lane Rural Controlled Access Typical Section South of I-10



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Figure 2-4 Escambia Beltway Interim Two-Lane Typical Section North of I-10

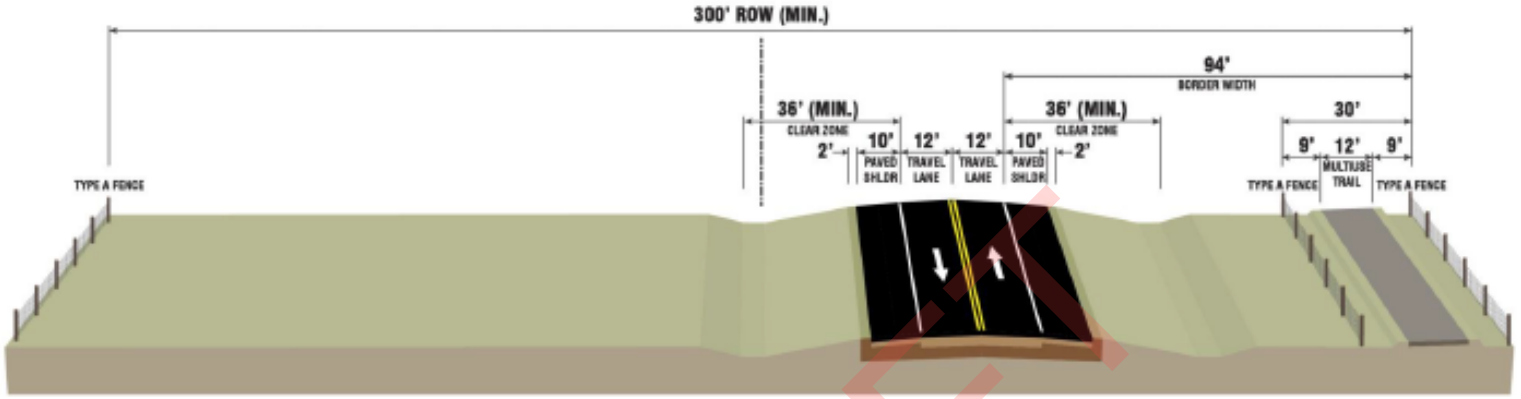
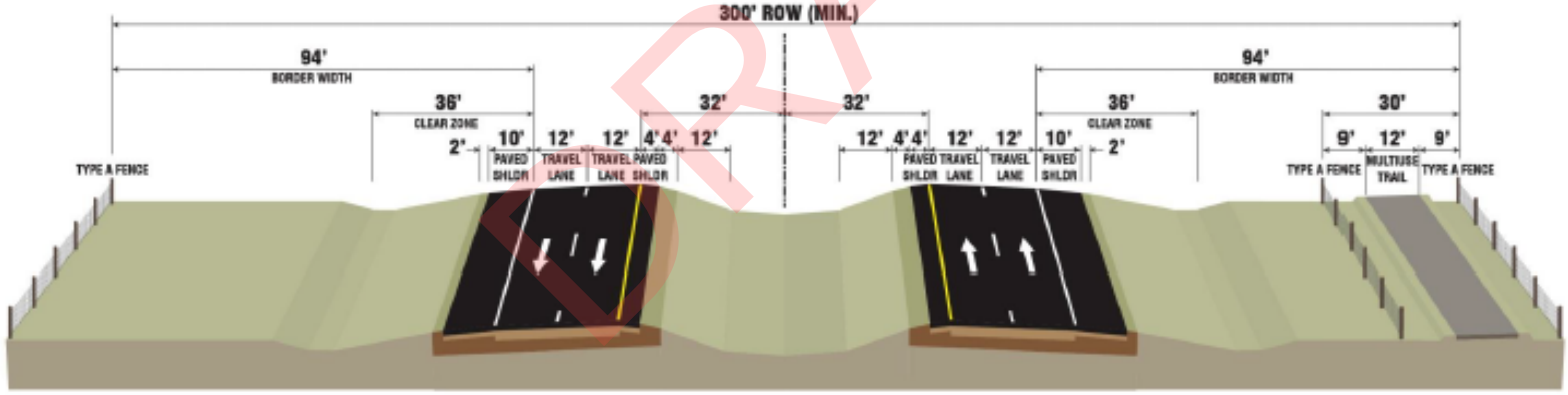


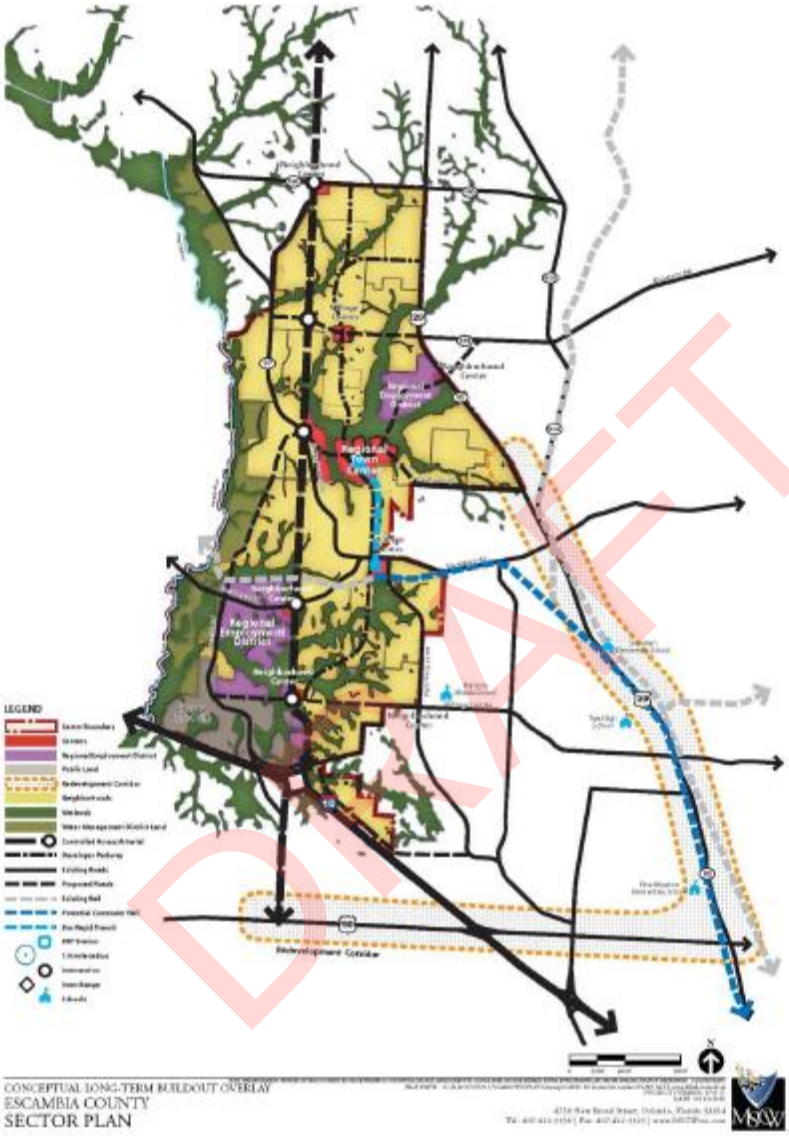
Figure 2-5 Escambia Beltway Ultimate Four-Lane, Limited Access Typical Section North of I-10



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Figure 2-6 ***Mid-West Escambia Optional Sector Plan*** **Conceptual Framework Overlay Map**



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3.0 LAND SUITABILITY MAPPING

To develop alternative corridors, Escambia County will employ the Geographic Information System (GIS) – LSM process. The LSM process allows the development of corridors based on the identification of areas best suited for their development. This is done by combining information from a variety of databases to create a base map of all the natural, physical, and socio-cultural sensitive features within a study area, then developing corridor alignments that avoid the areas with the greatest concentration of resources and the areas having the greatest sensitivity.

The LSM methodology involves four steps: the identification of the resources within the study area, creation of a base map, determination of resource sensitivity, and the identification of windows of opportunity in which corridors could be developed. These are discussed below.

Identification of Resources

GIS databases are utilized to identify resources within a study area by clipping the appropriate information out of the database and creating maps showing the location and/or areal extent of each resource. Because GIS databases do not include all the existing features present in an area, aerial photography is used to identify features such as residential neighborhoods

Project Base Map

The resource maps are then combined into a base map of the study area and other non-digital resources are added to the map.

Determination of Resource Sensitivity

To determine which resources are most sensitive and should be avoided or have impacts minimized, the base map is overlain with a 1,000 ft. by 1,000 ft. grid. Each grid cell is given a composite sensitivity value based on the density of resources within the grid cell. The composite sensitivity value is reflected in the shading of the grid cell, with the areas having the greatest density of resources being darkest in coloration. Large groups of highly dense cells are designated as sensitive resources to be avoided when developing corridors.

Windows of Opportunity

Grid cells within the study area having a high composite sensitivity value and in close proximity to each other were "clumped" to create areas to be avoided. Small areas of grid cells without a high density of resources but falling between aggregated areas to be avoided may be incorporated into the avoidance area if the grid cells are not wide enough to use in the development of alternative corridors. The remaining lighter color grid cells are then considered "Windows of Opportunity" in which alternative corridors may be developed.

The LSM analysis is intended to supplement the ETDM Environmental Screening Tool (EST) GIS data. The EST does not always capture all of the available data, such as local area-specific conservation plans, which in some instances may represent a significant resource for avoidance in the study area. However,

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datasets that are included in the EST were also utilized in the LSM analysis and, ultimately, this analysis is to be considered an additional aid for the Environmental Technical Advisory Team's (ETAT) review of the project.

4.0 CORRIDOR DEVELOPMENT

The GIS datasets used in this effort provided information on the social, cultural, natural, and physical environmental resources of the study area. **Table 4-1** shows all of the datasets that were used, their source, and the date they were created. Metadata for the shape files is provided in **Appendix A** for reference.

The corridor development process began with the creation of base maps of the project study area and the development of a Grid Layer that would be the final overlay used to analyze the area for locations that were least suitable for a roadway corridor.

4.1. Resource Maps

Resource maps were developed for the social environment, cultural resources, the physical environment, and the natural environment. Each resource map started with:

- Study Area Boundary
- County Boundaries
- Existing Roadway Network
- Water Features (lakes, rivers, streams, bays, etc.)

The resource maps were created based on the ability to distinguish the various datasets from each other in a simple visual manner. The data layers for Wetlands and Floodplains were grouped together onto a single base map as most of their features are overlapping. The maps created are as follows:

- Social
- Cultural
- Physical
- Wetlands and Floodplains
- Conservation and Water Quality
- Natural

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Table 4-1 GIS Data Layers and Sources

GIS Layer	Source	Date
Social Environment Data Layers		
Florida Fire Stations	Florida Division of Emergency Management (FDEM)	2008
Religious Center Facilities in Florida	FGDL	2015
Cemeteries in Florida	FGDL	2011
Correctional Facilities in Florida	FGDL	2011
Florida Public and Private Schools	FGDL	2012
Social Service Centers	FGDL	2008
Cultural Centers in Florida	FGDL	2011
Florida Law Enforcement Facilities	FGDL	2008
Florida Hospitals	FGDL	2011
Local, State, and Federal Government Buildings in Florida	FGDL	2012
Physical Environment Data Layers		
United State Environmental Protection Agency (USEPA) Resource Conservation and Recovery Act (RCRA) Regulated Facilities in Florida	USEPA	2012
Petroleum Contamination Monitoring Sites in Florida	Florida Department of Environmental Protection (FDEP)	1999
Solid Waste Facilities in Florida	FDEP	1999
Storage Tank Contamination Monitoring in Florida	FDEP	2012
Super Act Risk Sources in Florida	Florida Department of Health (FDH)	2011
Brownfield Areas	FDEP (Not in GRID)	2012
USEPA Toxic Release Inventory (TRI) – Basic Facility Information in Florida - 2010	USEPA	2010
USEPA Regulated Superfund/National Priority List Sites in Florida	USEPA	2013
Cultural Resources Data Layers		
Existing Trails in Florida	FGDL	2012
Escambia County Parks	Escambia County	2012
Florida Parks and Recreational Facilities	FGDL	2009
Historic Resource Groups	State Historic Preservation Officer (SHPO)	2012
Historic Bridges	SHPO	2012
Historic Structure Locations	SHPO	2012
Historic Cemeteries	SHPO	2012
Florida Master Site Files (FMSF) Archaeological Sites	SHPO	2012
Natural Environment Data Layers		
Wetlands (Interpretation)	Atkins	2012
Digital Flood Insurance Rate Maps (DFIRM) Floodplains	Federal Emergency Management Agency (FEMA)	2012
Florida Natural Areas Inventory (FNAI) Elemental Occurrence Data	FNAI	2012
Florida Managed Areas	FNAI	2012
Black Bear Roadkills in Florida	Florida Fish and Wildlife Conservation Commission (FFWCC)	2012
Black Bear Nuisance Reports in Florida	FFWCC	2011
OFW	FDEP	2012
Impaired Waters	FDEP	2011
Wading Bird Rookery Surveys	FFWCC	2007
Surface Water Classes	FDEP	2011
Mitigation Banks	FDEP	2008
National Hydrography Dataset (NHD) Waterbodies	United States Geological Survey (USGS)	2013
NHD Area	USGS	2010

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4.1.1. Social Environment Resource Map

The Social Base Map is shown in **Figure 4-1**. **Table 4-2** lists all of the data layers that were considered for this base map and whether or not the layers had features within the study area.

Table 4-2 Social Environment Resource Databases

GIS Database	Features w/in Study Area
FL Public and Private Schools	Yes
Religious Centers	Yes
FL Health Care Facilities	Yes
FL Fire Stations	Yes
FL Law Enforcement Facilities	Yes
Cemeteries	Yes
Florida Hospitals	Yes
Cultural Centers	Yes
Social Service Centers	Yes
Government Buildings	Yes

From **Figure 4-1** it is clear that the majority of the existing social elements within the study area are located between County Road (CR) 97 and SR 29 just north of US 90A (SR 10/W. Nine Mile Road).

4.1.2. Cultural Resources Map

The Cultural Resource Map is shown in **Figure 4-2**. **Table 4-3** provides all of the data layers that were considered for this resource map and whether or not the layers had features within the study area.

Table 4-3 Cultural Resources Databases

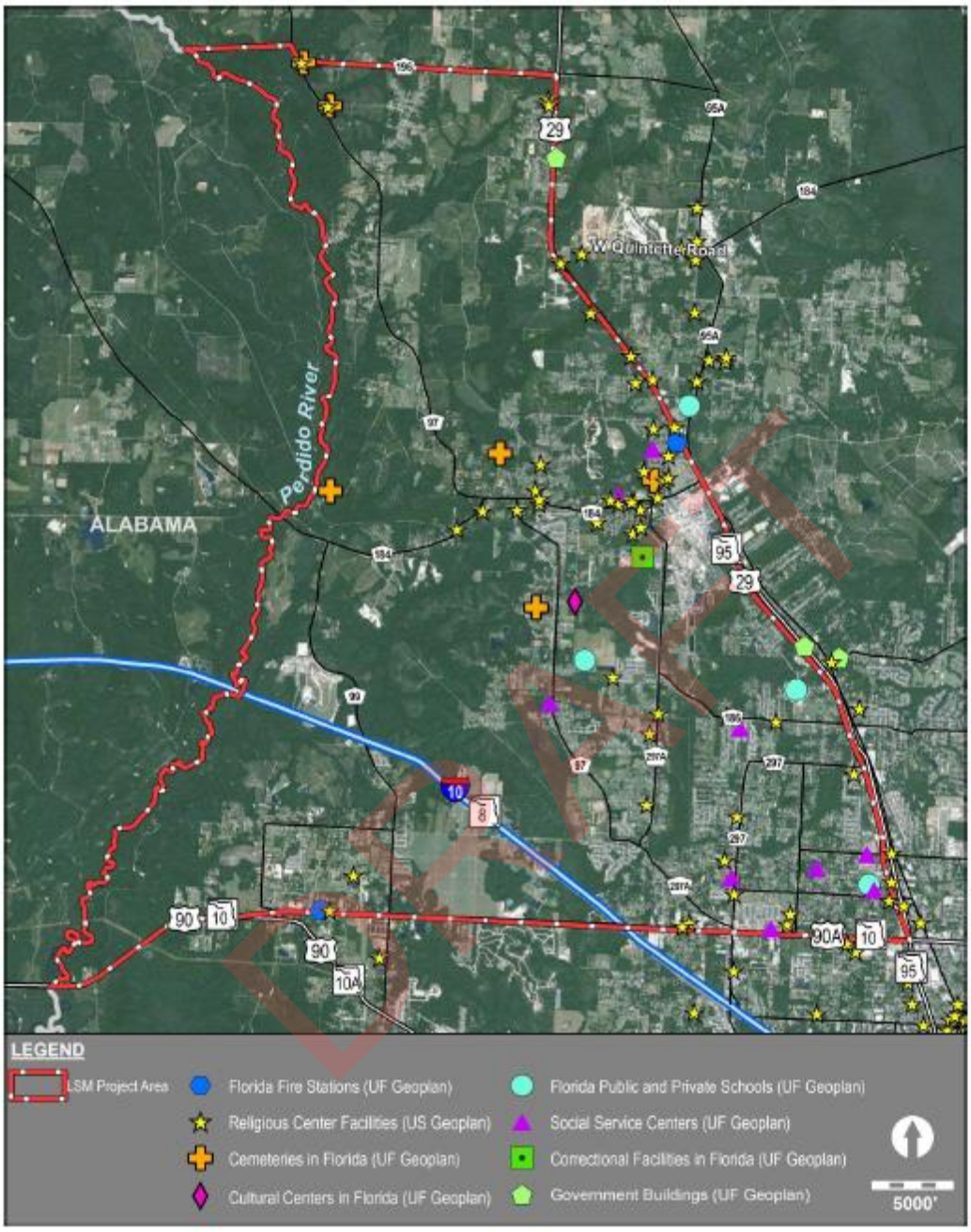
GIS Database	Features w/in Study Area
Existing Trails	Yes
Florida Parks and Recreational Facilities	Yes
SHPO Bridges	Yes
SHPO Cemeteries	Yes
SHPO Resource Groups	**No**
SHPO Historic Structures	Yes
Archaeological Sites	Yes
Escambia County Parks	Yes

The Cultural Base map shows sensitive resources are not concentrated in one or two areas but scattered throughout the project area. However, the Cultural Base Map indicates that cultural resources are generally concentrated in areas where population density is greatest. An example of this would be the numerous Parks and Recreational Facilities located in the eastern central portion of the study area. There is one sensitive resource identified (Historic Resource Group named St. Louis-San Francisco Railway, Site ID ES03416) that horizontally transverses across the entire project area and will not be avoidable.

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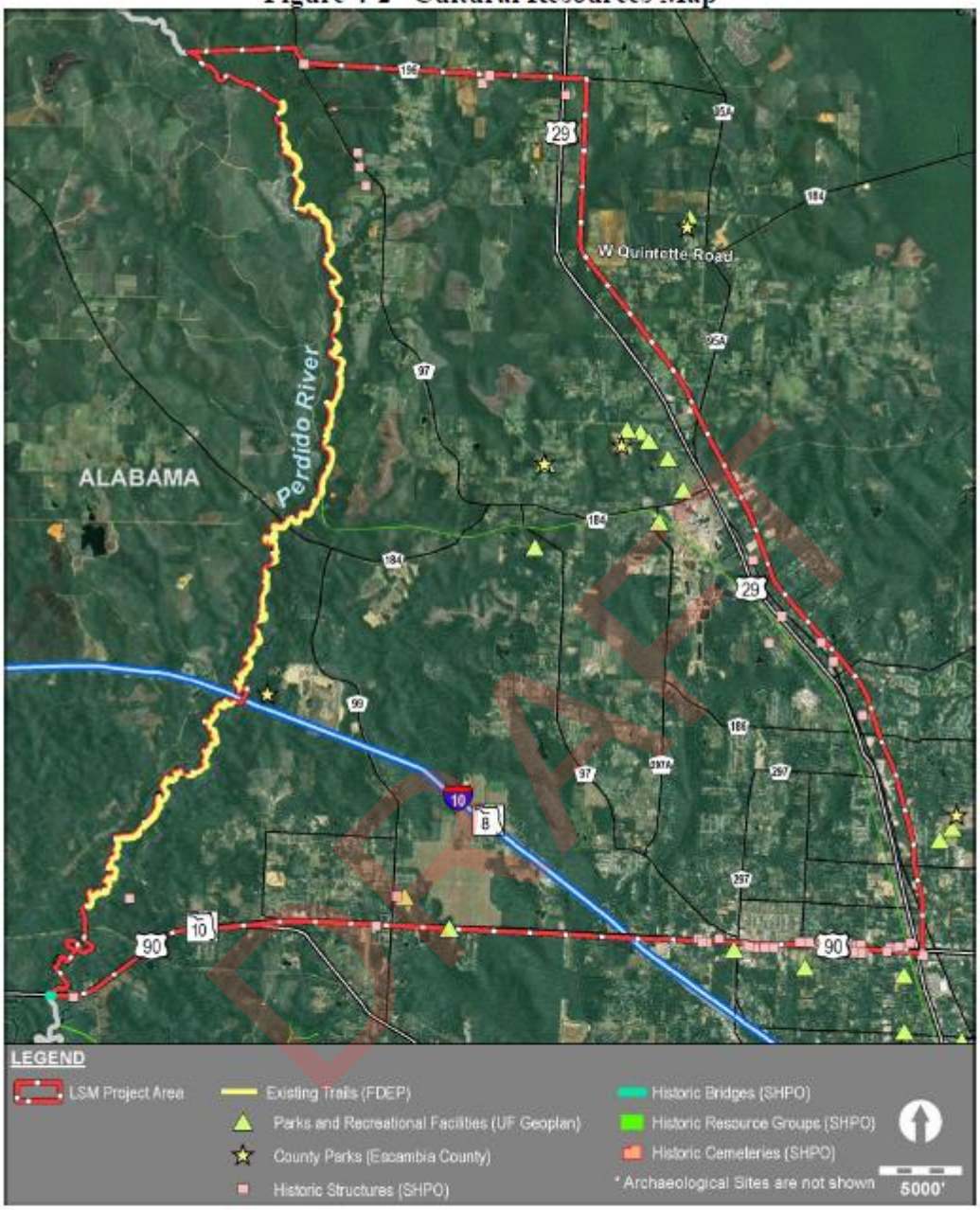
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Figure 4-1 Social Environment Resource Map



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Figure 4-2 Cultural Resources Map



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4.1.3. Physical Environment Resource Map

Table 4-4 lists all of the data layers that were utilized for the physical environment resource map (**Figure 4-3**) and whether or not the layers had features within the study area.

Table 4-4 Physical Environment Databases

GIS Layer	Features w/in Study Area
USEPA RCRA Regulated Facilities	Yes
Petroleum Contamination Monitoring Sites	Yes
Solid Waste Facilities	Yes
Storage Tank Contamination Monitoring Sites	Yes
Super Act Risk Sources	Yes
Brownfield Areas	Yes
EPA TRI	Yes
Superfund Sites	Yes

The majority of the physical environment resources within the study area are clustered along US 29/SR 95 between US 90A (SR 10/W. Nine Mile Road) and CR 184 (Muscogee Road). The exceptions are multiple solid waste and RCRA facilities in the area west of CR 99 (Beulah Road) both in close proximity of I-10 in the project area.

4.1.4. Natural Environment Resources Map: Wetlands and Floodplains

Table 4-5 lists all of the data layers that were considered for the natural environment resources map for wetlands and floodplains (**Figure 4-4**) and whether or not the layers had features within the study area.

Table 4-5 Natural Environment Resource Data: Wetlands and Floodplains

GIS Layer	Features w/in Study Area
Wetlands (Interpretation)	Yes
DFIRM 100-Year Floodplains	Yes

The Escambia County "interpreted" National Wetlands Inventory (NWI) data is wetland information that was taken from the *Mid-West Escambia County Sector Plan* and interpreted to determine variations in wetland quality based on each of the attribute codes within the data layer. Through experience with the study area and knowledge of other similar studies, wetlands permitting, and mitigation projects, an assessment of "High", "Medium", or "Low" quality features was made. *Any areas with "High" quality wetlands identified were counted in the LSM analysis as a sensitive resource area.*

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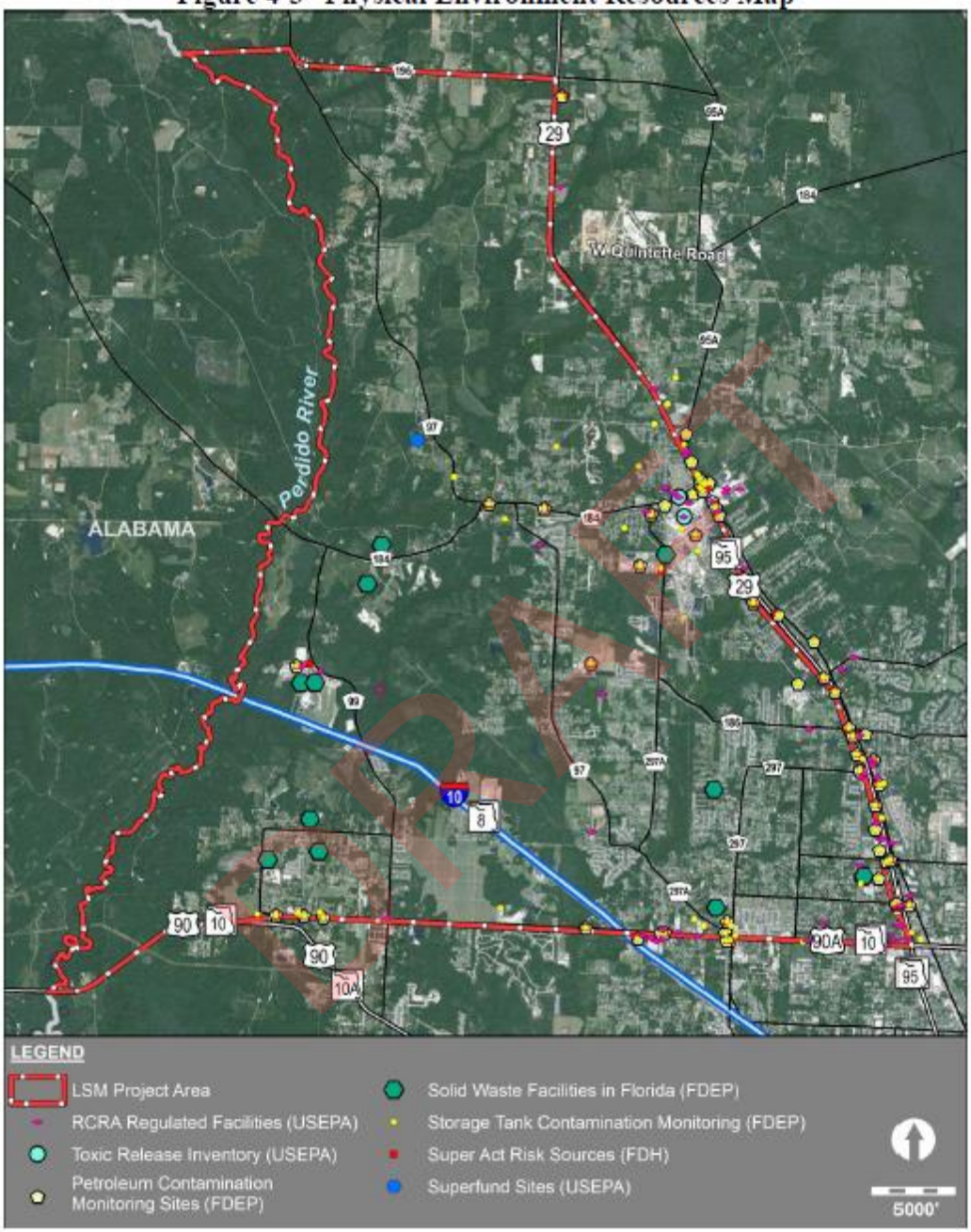
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The Escambia County DFIRM Floodplains information was retrieved from the FGDL and is their most recent update. *Any areas with a 100-year floodplain boundary identified were counted in the LSM analysis as a sensitive resource area.*

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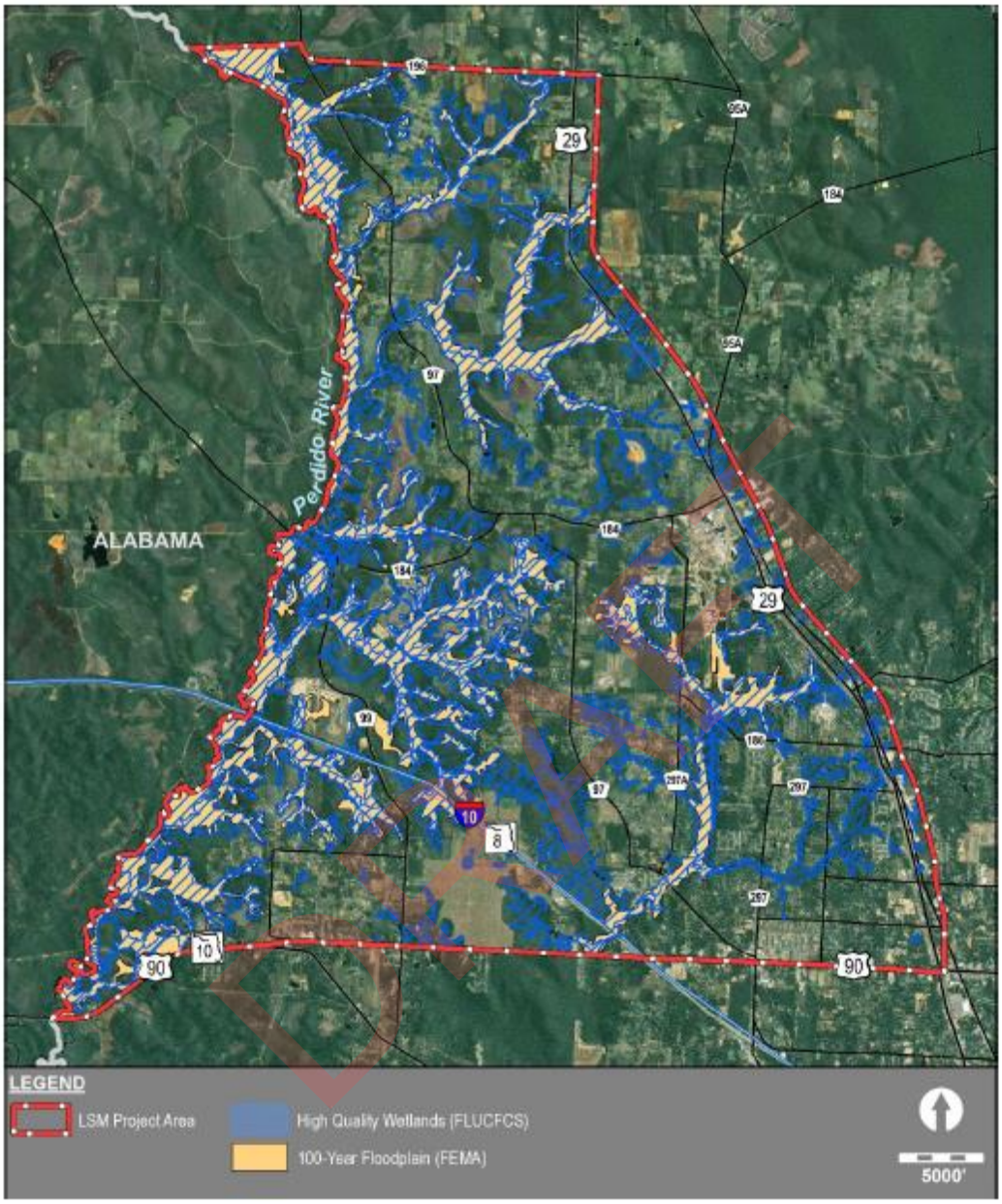
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Figure 4-3 Physical Environment Resources Map



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Figure 4-4 Natural Environment Resource Map: Wetlands and Floodplains



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The Natural Environment Base Map for wetlands and floodplains shows the locations of high quality wetlands and lands within the 100-year floodplain. From Figure 4-4, it is obvious that the high quality wetlands and 100-year floodplains are associated with the drainageways in the study area, including: Churchhouse Branch, Cowdevil Creek, and Jacks Branch which drain to the Perdido River.

4.1.5 Natural Environment Resource Map: Conservation and Mitigation

The Natural Environment Resources Map showing the conservation areas, mitigation sites, water quality data and listed species Element Occurrences (EO) is presented as **Figure 4-5. Table 4-6** shows all of the data layers that were considered for this base map and whether or not features from those layers exist within the study area.

Table 4-6 Natural Environment Resource Data: Conservation and Mitigation

GIS Layer	Features w/in Study Area
FNAI Elemental Occurrence Data	Yes
Florida Managed Areas	Yes
Black Bear Roadkills	Yes
Black Bear Nuisance Reports	Yes
OFW	Yes
Impaired Waters	Yes
Wading Bird Rookery Surveys	**No**
Surface Water Classes	Yes
Mitigation Banks	**No**
National Hydrography Dataset (NHD) Waterbodies	Yes

Natural Environment resources were found throughout the entire study area, but are largely located south of CR 184 (Muscogee Road) and along the Perdido River, which also serves as the western terminus for the project.

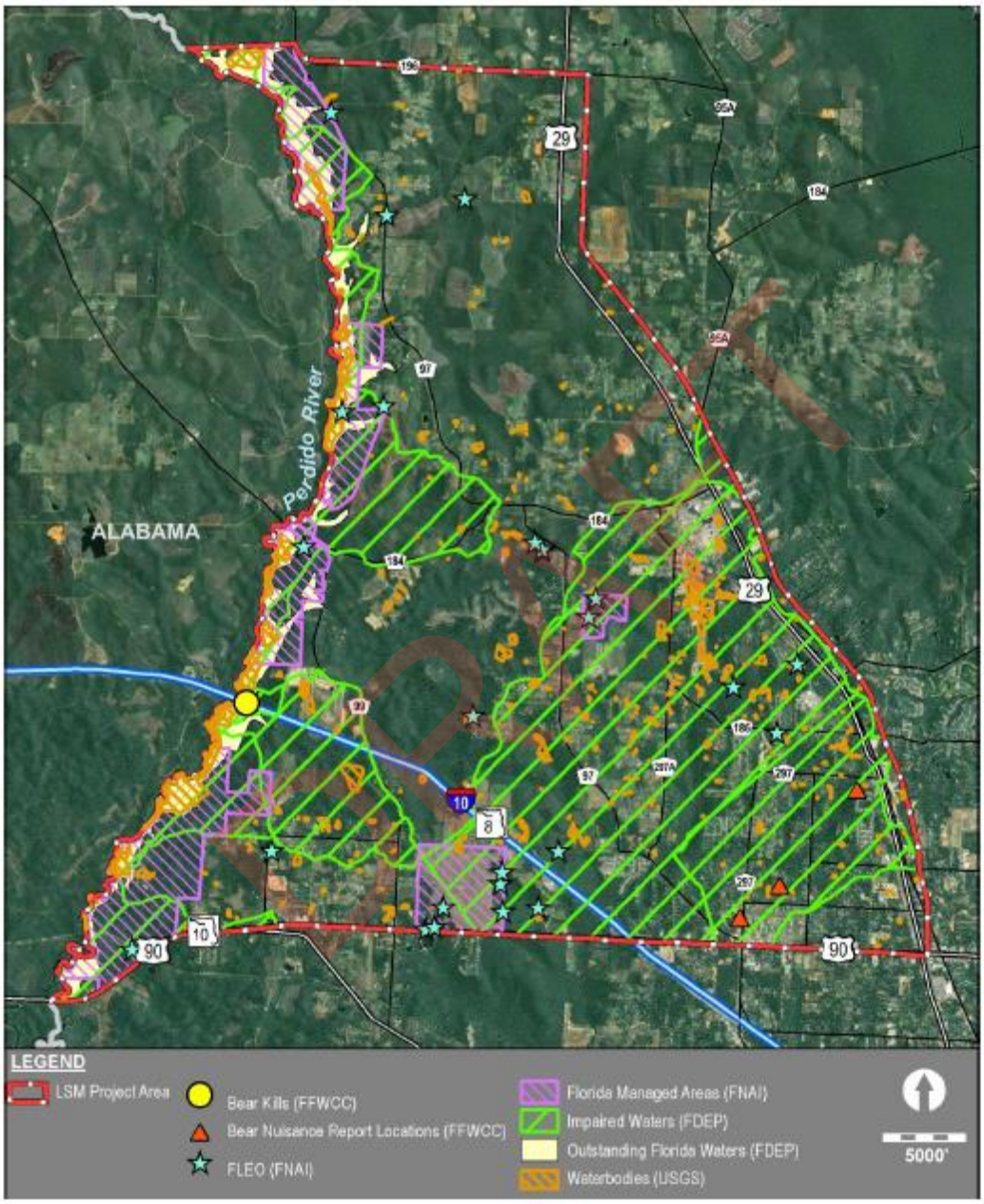
4.2 Grid Map

After developing maps of all the environmental resources in the study area, the next step was to create the Grid Map overlay. Since the corridor widths were established at 1,000 feet wide, the study area boundary was subdivided into 1,000 x 1,000 foot cells, as shown in **Figure 4-6**. The grid was then analyzed cell-by-cell to determine the number of instances within each cell where an overlap occurred with any data layer (be it social, cultural, physical, or natural environmental resource). When a cell did overlap a particular data layer, this cell was assigned a "Y" (Y for *YES*) for that particular data layer. For example, wherever a "high" or "medium" quality wetland occurred beneath a cell, the cell was given a "Y" for having involvement with the wetlands layer. This process is illustrated in **Figure 4-7** below and shows how a cell would qualify for a "Y" for involvement with wetlands.

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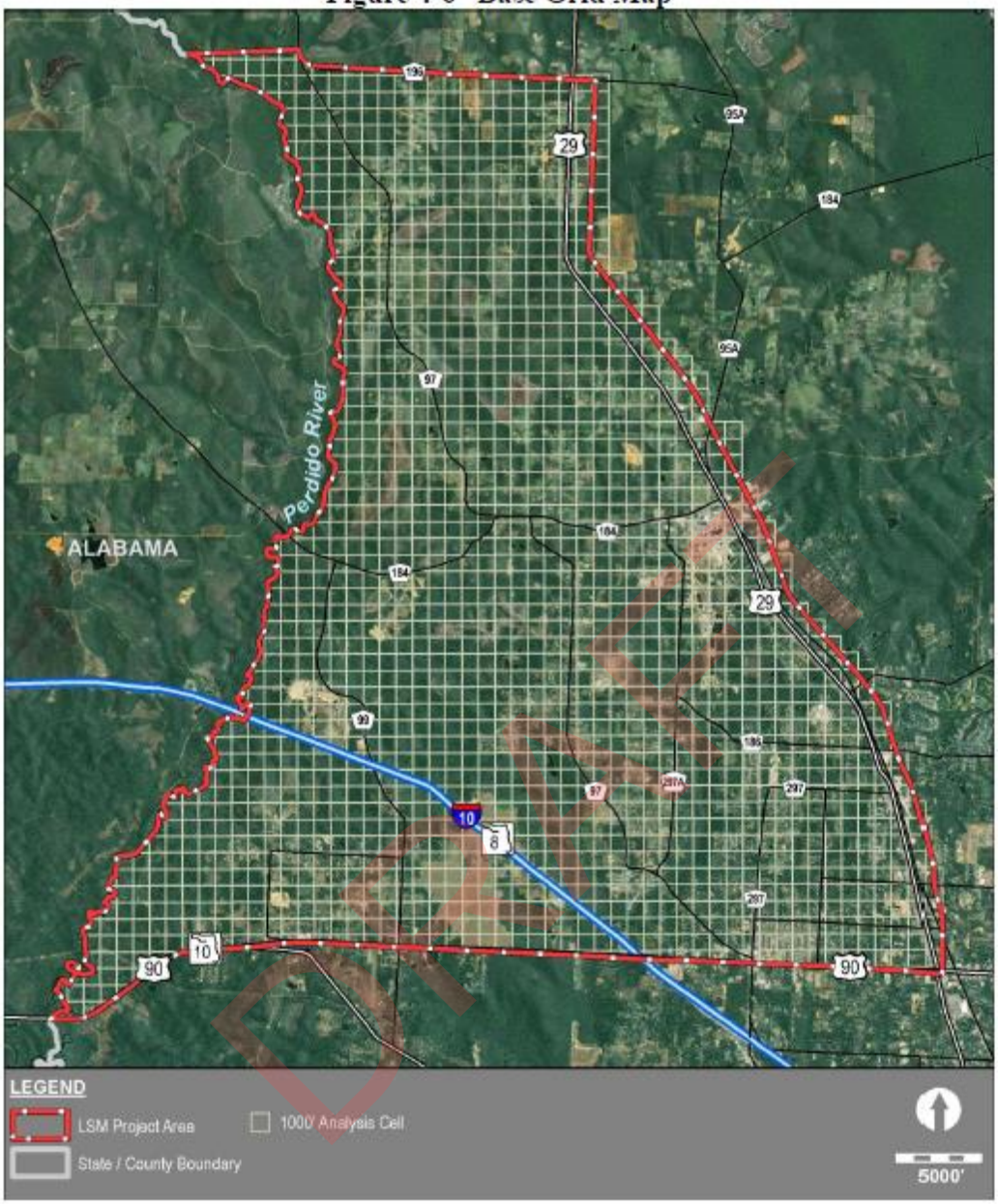
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Figure 4-5 Natural Environment Resource Map: Conservation and Mitigation



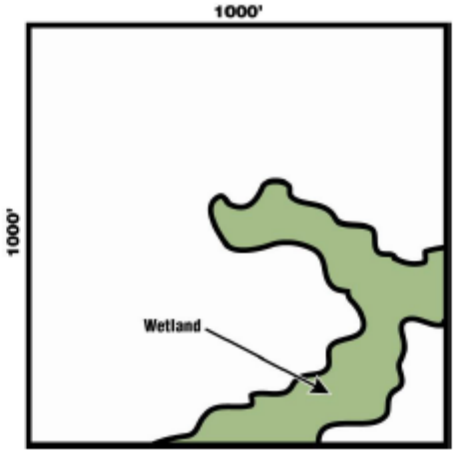
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Figure 4-6 Base Grid Map



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Figure 4-7 Example Grid Cell



After each cell in the Grid Map overlay was analyzed for involvement with each data layer, the total amount of "Y's" that occurred within each cell were added up. The cells were then color-coded based on their total number of Y's. The greater the number of Y's, the darker the cell was colored and, therefore, the darker the cell the greater the requirement that a corridor avoid that area. **Figure 4-8** shows the Final Grid Map Overlay.

4.2.2 Final Grid Map Overlay Analysis

Analyzing the Final Grid Map overlay, the following observations were made:

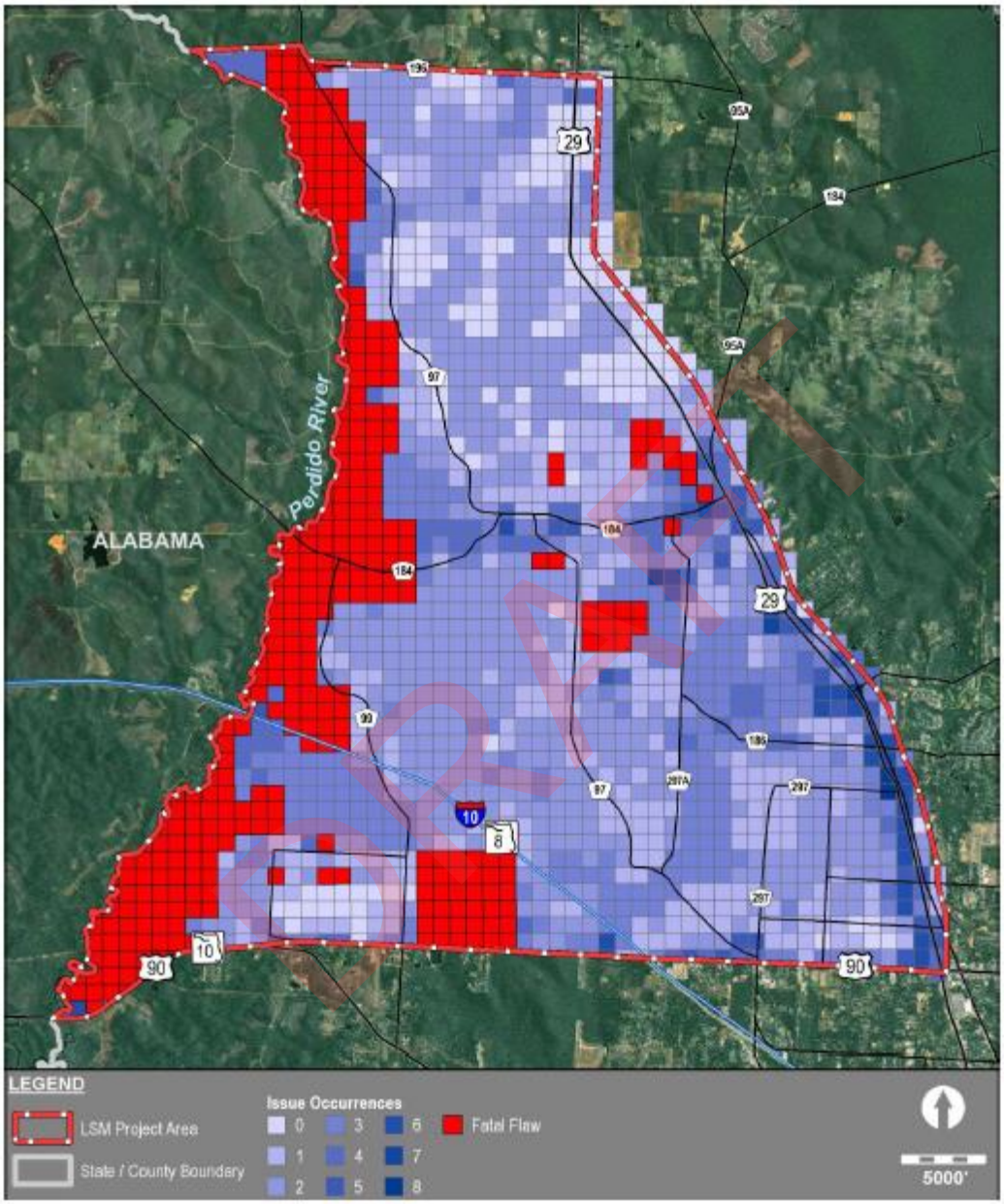
- Fatal flaw cells along the western most portion of the project area (adjacent to the Perdido River) need to be avoided because of the concentration of conservation lands.
- The County-owned property east of CR 99 (Beulah Road) and north of US 90A was considered a fatal flaw as it could be a potential 4(f) issue.
- The cells having the most resources (darker) are located in the southeastern part of the project area. Therefore, the southeastern part of the study area should be avoided.

Although fatal flaw resources (parks, existing recreational trails, and government and/or publicly-owned lands) in the vicinity of the River Annex Road and CR 184 intersection are impacted at the LSM grid level (the resource is present within the 1000' by 1000' LSM cell), the "affected" resources can be avoided at the alternative alignment level of analysis (within a 300-foot alignment) because the resource does not take up the entire cell. Corridors in the region of these fatal flaw resources were developed utilizing existing roads where possible in an effort to avoid impacts to residential and natural resources in the area. For example, the western edge of Corridors 1 through 4 are positioned along River Annex Road. The relationship of these corridors to the OFW and Florida Managed Areas fatal flaw resources can be seen in **Figure 4-9**.

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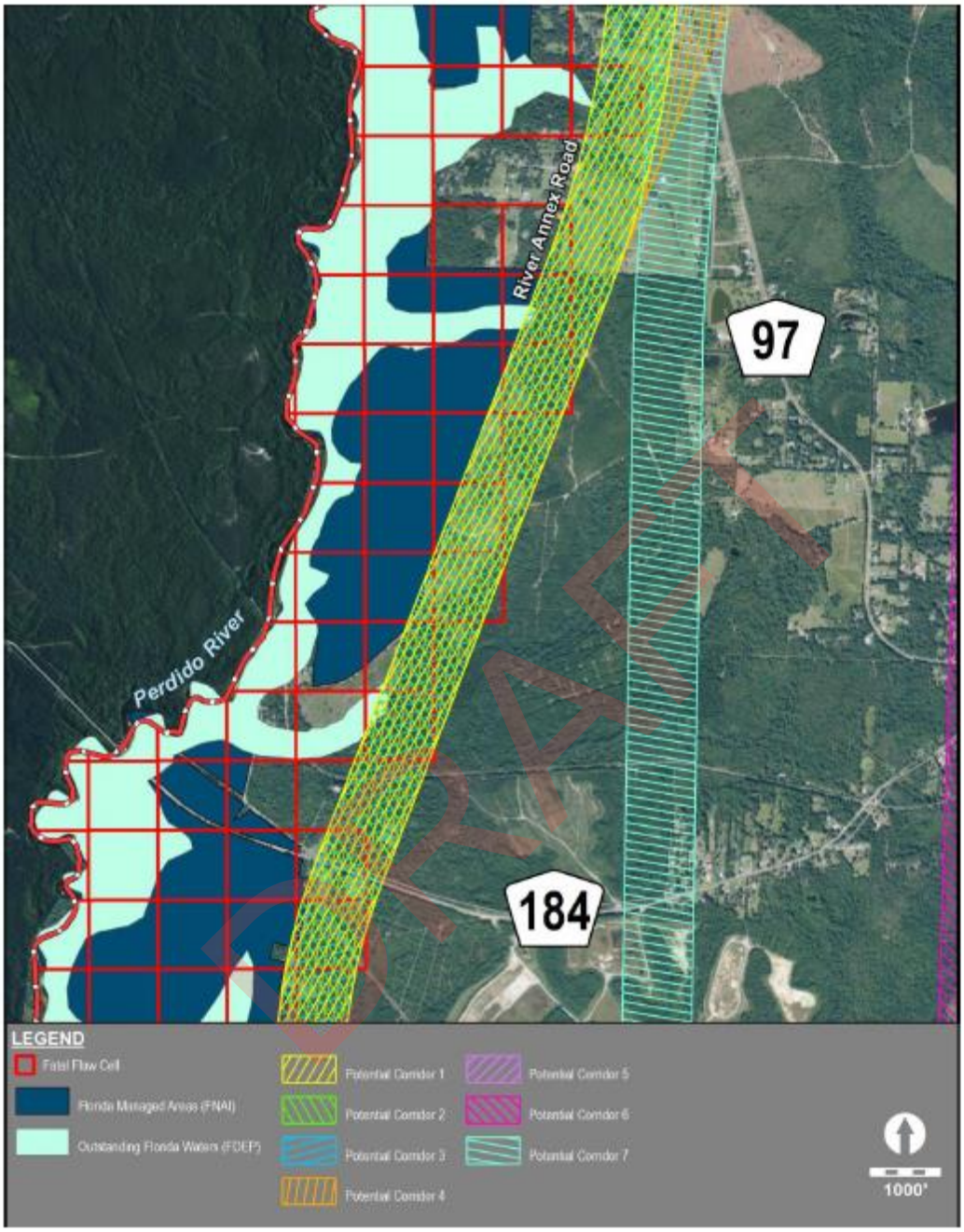
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Figure 4-8 Final Grid Map



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Figure 4-9 Fatal Flaw Impacts



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4.2.2 Detailed Natural and Physical Environment Analysis

After the Final Grid Map Overlay analysis was implemented to identify avoidance areas, detailed information provided by the various data layers along with aerial photography was analyzed to develop corridor alternatives that optimally minimized and avoided impacts.

This process connected the general swaths of light(er) shaded areas and refined them into the ultimate corridor alternatives. Additionally, this process took into account considerations that could not be properly accounted for in the LSM analysis alone. These considerations included:

- *Prioritized Areas*: High vs. low quality wetlands, FNAI Managed Areas, Parks, 100 vs. 500-year floodplains, etc.
- *Existing Roadways and Structures*: Maximizing the use of existing roadways (including logging roads) and minimizing the impacts to existing homes and other structures.
- *Engineering*: Ensuring that waterway crossings, roadway intersections, and curve lengths meet the appropriate standards for safety and design.

5.0 CORRIDOR DEVELOPMENT

Upon completing the Final Grid Map overlay, the last step was to use this tool as a guide for developing corridors that avoided the cells with the greatest density of resources or with fatal flaws. Fatal flaws being especially sensitive resources to be avoided if at all possible.

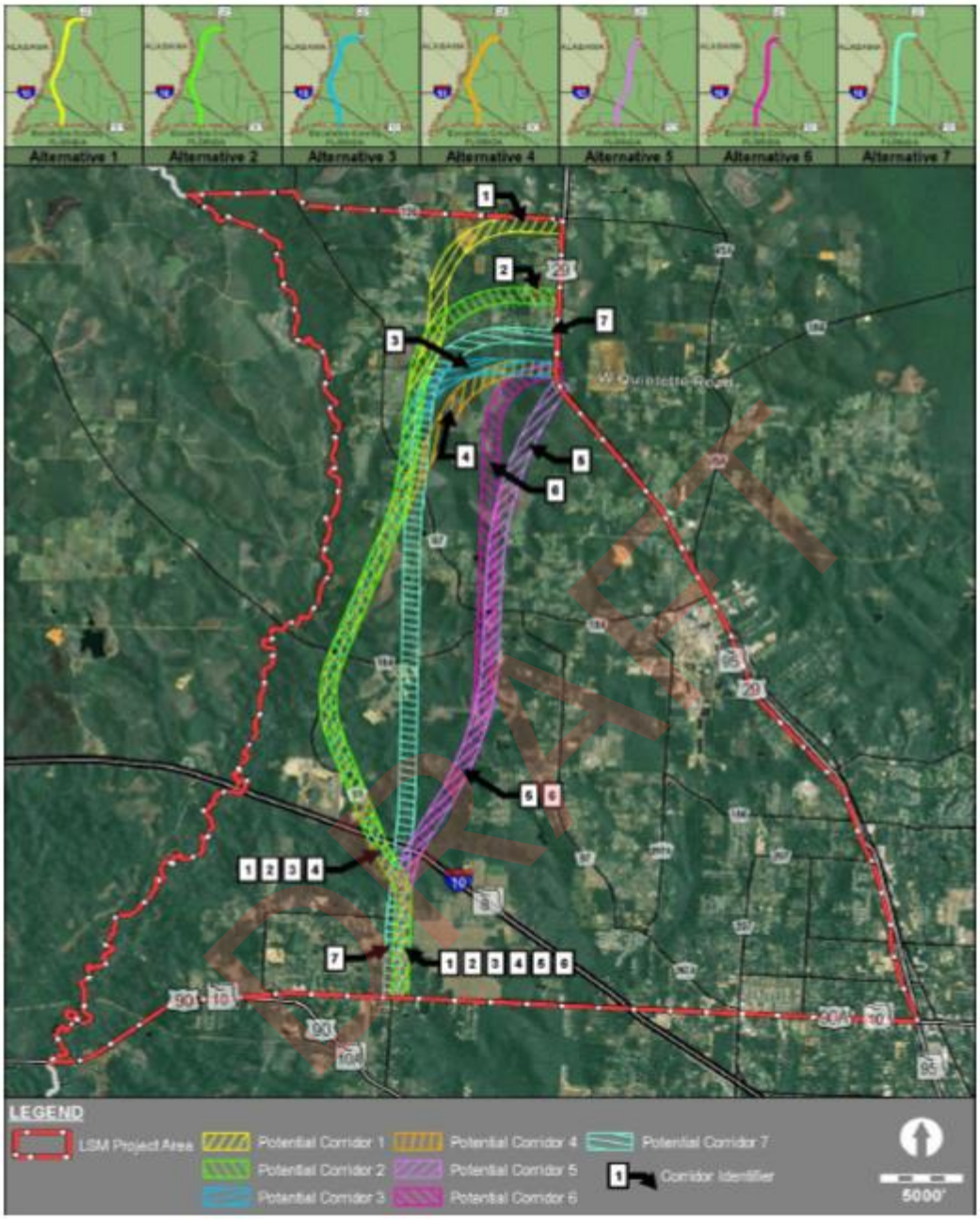
Those areas that contained contiguous cells of the lightest shades (least involvement) were identified as windows of opportunity (general areas to be considered for the placement of alternative corridors). Using engineering design criteria, alternative corridors were developed by generally connecting windows of opportunity that were of sufficient width to accommodate a corridor between US 90A/SR 10 (W. Nine Mile road) and US 29 /SR 95. The corridors were predominantly 1,000 feet in width to allow sufficient space for further avoidance of sensitive areas as the project progresses through the various phases of project development, each with more refined data. Some corridors have segments that vary in width in an attempt to avoid or minimize impacts to natural, physical, and sociocultural features found within their alignment envelope. Corridor width also varies (increase) to incorporate the design of interchanges/intersections, as needed.

Figure 5-1 shows the seven alternative corridors that evolved through the LSM process.

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Figure 5-1 Alternative Corridors



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APPENDIX A

METADATA

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Social Layers

Escambia County Parcels

Content Publisher: Escambia County Property Appraiser

Publication Place: Escambia County, Florida

Publication Date: 2013

Content Summary: This dataset contains parcels from the Escambia County Property Appraiser.

Florida Fire Stations

Content Publisher: Florida Division of Emergency Management

Publication Place: Tallahassee, Florida

Publication Date: 09/19/2008

Content Summary: This dataset contains Fire Stations in Florida. Any location where fire fighters are stationed or based out of, or where equipment that such personnel use in carrying out their jobs is stored for ready use. This dataset was created by TechniGraphics, Inc. for the FDEM. This is an update to the FGDL layer FDEM_FIREDEPT_AUG07.shp.

Religious Center Facilities in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

Publication Date: 10/15/2015

Content Summary: This dataset contains 2015 Religious Center Facility information for the State of Florida. It contains a combination of churches, temples, synagogues, mosques, chapels, centers and other types of religious facilities, from data sources including; county specific religious locations, and SuperPages religious address locations, etc. This dataset contains fields denoting the location, and other information for religious facilities located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of religious facilities. Religious Center locations that have been verified are marked with the letter V in the FLAG field. This layer is an update of the previously released FGDL layer GC_RELIGION_MAR09.

Cemeteries in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

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Publication Date: 11/28/2011

Content Summary: This dataset contains 2011 cemetery location information for the State of Florida. It is a combination of cemeteries and other types of burial ground locations from approximately 22 different data sources including; Florida counties, parcel centroids, the United States Board on Geographic Names Information System (GNIS), Florida Division of Historical Resources (SHPO) cemetery centroids, SuperPage cemetery address locations, and more. This dataset contains fields denoting the location, and other information for cemeteries located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of cemeteries. This layer is an update of the previously released FGDL layer "GC_CEMETERY_SEP08".

Correctional Facilities in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

Publication Date: 07/18/2011

Content Summary: This dataset contains 2011 Law Enforcement Correctional Facilities Information for the State of Florida. It is a combination of 14 Sources including existing County, District, and State specific point datasets, and facility addresses from (1) the Florida Department of Law Enforcement, (2) the Florida Department of Corrections, (3) the Florida Department of Juvenile Justice, (4) Federal Bureau of Prisons, and (5) Facilities individual websites online. The data contains selected fields denoting the physical address, number, regions, and contact information for Law Enforcement Correctional Facilities and Agencies located in Florida. Law Enforcement Correctional Facilities and Agencies in this dataset consist of Major Correctional Facilities (Prisons), Jails, Road Prisons, Work Release Centers, Work Camps, Juvenile Facilities, Federal Facilities and other correctional facilities. This dataset is an update to the gc_correctional_may08 layer.

Culture Centers in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

Publication Date: 08/30/2011

Content Summary: This dataset contains 2011 Cultural Centers and related Cultural Association Facility Information for the State of Florida. A cultural center is an organization, building or complex that promotes culture and arts. This dataset defines culture centers as; aquariums & zoological facilities, arboreta & botanical gardens, dinner theaters, drive-ins, historical places & services, libraries, motion picture theaters, museums and art galleries, performing arts centers, performing arts theaters, planetariums, studios and art galleries, and theater producers stage facilities. This layer is a combination of cultural centers and related cultural association addresses from online sources

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including; Art-Collecting.com, Association of Zoos and Aquariums, Florahome USA, Florida Artists Registry.com, Florida Association of Museums, Florida Department of State - Division of Library and Information Services, USA Zoos, and Yellowbook.com. This dataset contains fields denoting the physical address, and contact information for culture and related cultural association facilities located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of cultural facilities. This layer is an update of the previously released FGDL layer "GC_CULTURECENTER_SEP08".

Florida Public and Private Schools

Content Publisher:	University of Florida GeoPlan Center
Publication Place:	Gainesville, Florida
Publication Date:	05/16/2012

Content Summary: This dataset contains 2012 Private and Public School Information for the State of Florida. It is a combination of schools and educational facility addresses from 68 different sources. The data contains selected fields denoting the physical address, school number, district, and contact information for schools located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of schools. School locations that have been verified are marked with the letter V in the FLAG field. This dataset is an update to the gc_schools_jul08.shp layer.

Social Service Centers

Content Publisher:	University of Florida GeoPlan Center
Publication Place:	Gainesville, Florida
Publication Date:	05/06/2008

Content Summary: This dataset contains locations of social service centers for the State of Florida, current to 2008. This dataset contains fields denoting the physical address, and contact information for social service facilities based on data taken from the Yellow Pages Online and the Super Pages Online. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of social service centers in Florida. This dataset is an update to the September 2005 social service layer.

lorida Hospitals

Content Publisher:	University of Florida GeoPlan Center
Publication Place:	Gainesville, Florida

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Publication Date: 05/10/2011

Content Summary: This dataset contains 2011 Hospital Facility Information for the State of Florida. It is a combination of hospital facility addresses from seven different sources. The data contains selected fields denoting the name, physical address, and other facility information for hospitals located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of hospitals in Florida. Please Note: This is an update to the FGDL layer gc_hospitals_apr09.shp.

Local, State and Federal Government Buildings in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

Publication Date: 02/13/2012

Content Summary: This dataset contains locations of Local, State, and Federal Government Buildings within the State of Florida, current to 2013. This dataset contains fields denoting the physical address, facility type, and contact information for various types of government buildings. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of government buildings in Florida. Government building locations that have been verified are marked with the letter V in the FLAG field. This dataset is an update to the FGDL layer GC_GOVBUILD_JUL09.

Natural Environment Layers

Evaluated Wetlands

Content Publisher: Atkins

Publication Place: Tallahassee, Florida

Publication Date: 01/23/13

Content Summary: The Escambia County "interpreted" data is wetland information that was taken from the Escambia County Sector Plan and interpreted to determine variations in wetland quality based on each of the attribute codes within the data layer. Through experience with the study area along with knowledge of other similar studies, wetlands permitting, and mitigation projects the consultant Atkins made an assessment of "High" or "Low" quality features. *Any areas where "High" quality wetlands were identified were counted in the LSM analysis as a sensitive resource area.*

FNAI Elemental Occurrence Data

Content Publisher: Florida Natural Areas Inventory

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Publication Place:	Tallahassee, Florida
Publication Date:	12/2012

Content Summary: This is a point data layer locating the occurrences of endangered or rare plants and animals, high quality natural communities and other occurrences of natural resource interest in the FNAI database. An "Element" is any exemplary or rare component of the natural environment, such as a species, plant community, bird rookery, spring, sinkhole, cave or other ecological feature. An EO represents the locational record of an element and is a single extant habitat which sustains or otherwise contributes to the survival of a population or a distinct, self-sustaining example of a particular natural community.

Critical Lands and Waters Identification Project (CLIP) Priority

Content Publisher:	Florida Natural Areas Inventory
Publication Place:	Tallahassee, Florida
Publication Date:	08/2011

Content Summary: The CLIP is a decision support database that identifies lands and waters with important natural resource attributes of state and regional significance. Private lands identified on the map may be good candidates for voluntary land acquisition programs, other public and private conservation programs, mitigation or conservation banks, or for use of innovative land planning such as conservation design, rural clustering, conservation easements, transfer of development rights, or Rural Lands Stewardship Areas, all of which seek to conserve significant natural resources. CLIP priorities represent important ecological stewardship opportunities for Florida but are not intended as an additional encumbrance on landowners other than such protections as may already be afforded by federal, state or local laws.

Florida Managed Areas

Content Publisher:	Florida Natural Areas Inventory
Publication Place:	Tallahassee, Florida
Publication Date:	07/2012

Content Summary:

This is a polygon data layer for public (and some private) lands that the FNAI has identified as having natural resource value and that are being managed at least partially for conservation purposes. The term "Managed Area" refers to a managed conservation land. This is an update to the flma_mar12 layer.

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Flood Hazard Zones of the DFIRM

Content Publisher:	Federal Emergency Management Agency
Publication Place:	Washington, DC
Publication Date:	05/02/2012

Content Summary: This dataset contains information about the flood hazards within the study area. These zones are used by the FEMA to designate the Special Flood Hazard Area (SFHA) and for insurance rating purposes. These data are the flood hazard areas that are or will be depicted on the Flood Insurance Rate Map (FIRM). There is one polygon for each contiguous flood zone designated. This information is required for all draft DFIRMs. The DFIRM Database depicts flood risk information and supporting data used to develop the risk data. The primary risk classifications used are the 1-percent-annual-chance flood event (100 year), the 0.2-percent-annual-chance flood event (500 year), and areas of minimal flood risk. The DFIRM Database is derived from Flood Insurance Studies (FISs), previously published FIRMs, flood hazard analyses performed in support of the FISs and FIRMs, and new mapping data, where available. The FISs and FIRMs are published by FEMA. This dataset is an update to the DFIRM_FLDHAZ_JUL11.shp layer.

Black Bear Roadkills in Florida

Content Publisher:	Florida Fish and Wildlife Conservation Commission
Publication Place:	Tallahassee, FL
Publication Date:	10/22/12

Content Summary: This dataset contains the locations of Florida black bear (Ursus americanus floridanus) roadkills within the state of Florida, maintained by the FFWCC. In this shapefile, we used only those records maintained by the FFWCC from which we could obtain a geographic coordinate. This is an update to the bearrdkill_2010 layer.

Black Bear Nuisance Reports in Florida

Content Publisher:	Florida Fish and Wildlife Conservation Commission
Publication Place:	St Petersburg, FL
Publication Date:	2011

Content Summary: This shapefile contains the locations of calls from the public regarding human-black bear (Ursus americanus floridanus) interactions in the state of Florida. This dataset includes only those reports that are associated with concurrent bear observations in the general vicinity of the

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caller. The data also were limited to those records obtained from the black bear database maintained by the FFWCC, and that were associated with a geographic coordinate. This is an update to the bearnuisance_2010 layer.

Wading Bird Rookery Surveys

Content Publisher:	Florida Fish and Wildlife Conservation Commission
Publication Place:	Tallahassee, FL
Publication Date:	07/05/2007

Content Summary: This dataset includes wading bird colony observations made by the FFWCC, as of 1999.

Outstanding Florida Waters

Content Publisher:	Florida Department of Environmental Protection
Publication Place:	Tallahassee, Florida
Publication Date:	01/01/1996

Content Summary: OFW, are waters designated worthy of special protection because of their natural attributes. This special designation is applied to certain waters, and is intended to protect and maintain existing acceptable quality standards. The OFW layer is a GIS spatial dataset that represents the OFW boundaries throughout the state of Florida. This project involves adding new data to and modifying existing data within the OFW data layer for better accuracy and representation. Boundaries for OFW as described in Section 62-302.700, F.A.C. This layer includes all three types of OFWs: OFW Aquatic Preserves, Special OFWs, and Other OFWs. This is an update to the FGDL layer OFW_OTHER_FEB12.

Verified Impaired Waters

Content Publisher:	Florida Department of Environmental Protection
Publication Place:	Tallahassee, FL
Publication Date:	09/06/2011

Content Summary: This dataset contains Verified Impaired Waters in the State of Florida. The verified list of impaired waters is the list of Florida's water bodies that fail to attain any of its designated uses and/or meet the minimum criteria for surface waters established in the Surface Water Quality Standards

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(62-302, F.A.C.) and the Impaired Waters Rule (IWR, 62-303, F.A.C.). The entire state of Florida is divided into five basin groups in which each water body is re-assessed on a rotating basis every five years. If a water body is assessed as impaired a Total Maximum Daily Load (TMDL) must be developed to determine the maximum amount of a pollutant that a water body can receive and remain healthy. This layer includes all the Water Body Identification (WBID) Numbers that have been included on the verified list for any parameter from Group 1, Cycle 1 through Group 4, Cycle 2, excluding WBID/parameter combinations that were verified as impaired in Cycle 1 and subsequently delisted in Cycle 2. If a WBID is impaired for multiple parameters the layer contains overlapping polygons for each parameter. This is an update to the impaired_waters_dec10 layer.

Surface Water Classes

Content Publisher: Florida Department of Environmental Protection

Publication Place: Tallahassee, FL

Publication Date: 04/16/1993

Content Summary: Class I and II surface water classification boundaries. The Clean Water Act requires that the surface waters of each state be classified according to designated uses. Florida has five classes with associated designated uses, which are arranged in order of degree of protection required: Class I - Potable Water Supplies Fourteen general areas throughout the state including: impoundments and associated tributaries, certain lakes, rivers, or portions of rivers, used as a drinking water supply. Class II - Shellfish Propagation or Harvesting Generally coastal waters where shellfish harvesting occurs. For a more detailed description of classes and specific waterbody designations, see Ch. 62-302.400 Florida Administrative Code

Mitigation Banks

Content Publisher: Florida Department of Environmental Protection

Publication Place: Tallahassee, FL

Publication Date: 10/20/2009

Content Summary: This is a statewide layer representing mitigation banks permitted under Ch. 62-342 Florida Administrative Code. Florida mitigation banks are important for potential impact permittees and reviewers, and also serves as an additional layer of conservation lands. Mitigation Banks may be permitted by the local Water Management District or by FDEP. For more information on mitigation banking, go to http://www.dep.state.fl.us/water/wetlands/mitigation/mitigation_banking.htm Mitigation banking is a practice in which an environmental enhancement and preservation project is conducted by a public agency or private entity (banker) to provide mitigation for unavoidable wetland impacts within a defined region (mitigation service area). The bank is the site itself, and the currency sold by the banker to the impact permittee is a credit, which represents the wetland ecological value equivalent to the complete restoration of one acre. The number of potential credits permitted for the bank and the credit debits required for impact permits are determined by the permitting agencies. Uniform Mitigation Assessment Method (UMAM) is the method of assessment for banks established after February 2, 2004.

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NHD Waterbodies

Content Publisher: United States Geological Survey

Publication Place: Reston, Virginia

Publication Date: 02/28/2013

Content Summary: This data set contains regions representing areal NHD hydrographic waterbody features. Basic waterbodies such as lake/pond features are represented here. They portray the spatial geometry and the attributes of the feature. These water polygons may contain NHDFlowline artificial paths to allow the representation of water flow. Other NHDWaterbody features are swamp/marsh, reservoir, playa, estuary, and ice mass. The NHD is a feature-based database that interconnects and uniquely identifies the stream segments or reaches that make up the nation's surface water drainage system. NHD data was originally developed at 1:100,000-scale and exists at that scale for the whole country. This high-resolution NHD, generally developed at 1:24,000/1:12,000 scale, adds detail to the original 1:100,000-scale NHD. The data was originally published by the USGS then it is modified by the NHD data steward for FDEP. When received from FDEP, this data was originally in geodatabase format. When in shapefile format the data loses the network functionality of the geodatabase. Please contact the FDEP if you need the original geodatabase.

NHD Area

Content Publisher: United States Geological Survey

Publication Place: Reston, Virginia

Publication Date: 05/05/2010

Content Summary: This data set contains regions representing areal NHD hydrographic landmark features. One of the more important is the stream/river feature. It represents the aerial extent of the water in a wide stream/river with a basic set of attributes. They typically contain NHD Flowline artificial paths that are used to model the stream/river. Artificial path carries the critical attributes of the stream/river, whereas NHD Area represents the geometric extent. The NHD is a feature-based database that interconnects and uniquely identifies the stream segments or reaches that make up the nation's surface water drainage system. Medium resolution NHD is based on the content of the U.S. Geological Survey (USGS) 1:100,000-scale Digital Line Graph (DLG) hydrography data, integrated with reach-related information from the USEPA Reach File Version 3.0 (RF3). The FDEP is the NHD data steward for Florida. When received from FDEP, this data was originally in geodatabase format. When in shapefile format the data loses the network functionality of the geodatabase. Please contact the FDEP if you need the original geodatabase.

Physical Environment Layers

USEPA Resource Conservation and Recovery Act (RCRA) Regulated Facilities in Florida

Content Publisher: United States Environmental Protection

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Publication Place:	Washington, DC
Publication Date:	07/12/2012

Content Summary: This data set contains locations of and information on sites that are regulated under the RCRA. Hazardous waste information is contained in the RCRA Info, a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national USEPA offices. This regulation is governed by the RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984. (Excerpted from http://www.epa.gov/enviro/html/rcris/index.html) Additional Information is available at the USEPA website http://www.epa.gov/geospatial/ . This layer is an update to the eparcra_may11.shp.

Petroleum Contamination Monitoring Sites in Florida

Content Publisher:	Florida Department of Environmental Protection
Publication Place:	Tallahassee, Florida
Publication Date:	06/30/1999

Content Summary: This data set contains locations of and information on sites that are regulated under the RCRA. Hazardous waste information is contained in the RCRAI nfo, a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to state environmental agencies. These agencies, in turn pass on the information to regional and national USEPA offices. This regulation is governed by the RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984. (Excerpted from http://www.epa.gov/enviro/html/rcris/index.html) Additional Information is available at the USEPA website http://www.epa.gov/geospatial/ . This layer is an update to the eparcra_may11.shp.

Solid Waste Facilities in Florida

Content Publisher:	Florida Department of Environmental Protection
Publication Place:	Tallahassee, Florida
Publication Date:	06/30/1999

Content Summary: Statewide coverage of Water Assurance Compliance System (WACS) Solid Waste Facilities.

Storage Tank Contamination Monitoring in Florida

Content Publisher:	Florida Department of

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	Environmental Protection
Publication Place:	Tallahassee, Florida
Publication Date:	10/04/2011

Content Summary: All registered petroleum facilities. This coverage includes facilities with registered above-ground or underground storage tanks. This dataset contains both currently and previously regulated facilities. It also contains facilities registered with FDEP for the purpose of tracking on-site petroleum contamination. Facilities that meet Homeland Security exemption requirements are not included. For information on facilities that are excluded please contact STCM_Support@dep.state.fl.us

Super Act Risk Sources in Florida

Content Publisher:	Florida Department of Health
Publication Place:	Tallahassee, Florida
Publication Date:	07/2011

Content Summary: The dataset consists of information relating to petroleum and drycleaning facilities investigated as part of the State Underground Petroleum Environmental Response Act Program (SUPER ACT), and Drycleaning Solvent Surveillance Program (DSSP). This is an update to the superact_risk_apr11 layer.

USEPA TRI – Basic Facility Information in Florida

Content Publisher:	United States Environmental Protection Agency
Publication Place:	Research Triangle Park, NC
Publication Date:	08/01/2007

Content Summary: This dataset contains the basic facility identification information for all TRI facilities, in Florida, for Reporting Year 2010. The Toxics Release Inventory (TRI) is a database containing detailed information on nearly 650 chemicals and chemical categories that industrial and federal facilities manage through disposal or other releases, and waste management for recycling, energy recovery, or treatment. The file lists the last reporting year the Facility submitted an active and valid data to the TRI program. Everything from Part I of the Form R or the Form A certification statement (except section 2) is listed in this file. This layer is an update to the epatri_2009.shp.

USEPA Regulated Superfund/National Priority List Sites in Florida

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Publication Place: Washington, D.C.

Publication Date: 08/12/2013

Content Summary: This data set contains locations of EPA-regulated Superfund/National Priority List (NPL) sites from the Locational Reference Tables (LRT) contained in the Envirofacts (EF) database. The NPL is the list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is a subset of all sites that are recorded in EPA's Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) database, which is managed as part of EPA's Superfund Information Systems Program. Sites that are ranked with the highest priority according to the Hazard Ranking System (HRS) are placed on the NPL, which helps to guide the EPA in determining which sites warrant further investigation. A site must be added to this list before remediation can begin under Superfund. Additional Information is available at the EPA website http://www.epa.gov/geospatial/ . This is an update to the FGDL layer epasuperfund_jul12.

Cultural Environment Layers

Existing Trails in Florida

Content Publisher: University of Florida GeoPlan Center

Publication Place: Gainesville, Florida

Publication Date: 06/14/2012

Content Summary: This layer is a line shapefile that includes existing recreational trails located in the State of Florida. An existing recreational trail is defined as a paved or unpaved trail for hiking, biking, equestrian, multiple use, paddling, or motorized use (all terrain vehicle {ATV}, off highway motorcycles {OHM}, remotely operated underwater vehicle {ROV}) that is open to the public. This does not include in-road bike lanes or sidewalks. This layer is compiled from local, state, and federal agencies and organizations, who upload trails data to the Florida Trails Network Website (http://www.FloridaTrailsNetwork.com). For more information, see the Florida Trails Network Website. This is an update to the existing_trails_feb12 layer.

Escambia County Parks

Content Publisher: Escambia County GIS Dept.

Publication Place: Walton County

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Publication Date: 2012

Content Summary: Parks in Escambia County, administered by county, cities, and state.

Florida Parks and Recreational Facilities

Content Publisher: University of Florida Geoplan Center

Publication Place: Gainesville, Florida

Publication Date: 03/09/2009

Content Summary: This dataset contains 2009 Parks and Recreational Facilities Information for the State of Florida. It is a combination of parks and recreational facility addresses from 43 different sources. The data contains selected fields denoting the name, physical address, and other facility information for parks located in Florida. This data is meant to be used for planning purposes only and is not intended to represent a 100% inventory of parks in Florida. This dataset is an update to the gc_parks_sep05.shp layer.

Florida Resource Groups

Content Publisher: Bureau of Archaeological Research

Publication Place: Tallahassee, Florida

Publication Date: 10/2012

Content Summary: This data set contains resource group locations and attributes as recorded at the FMSF. Resource groups are historical districts, archaeological districts or building complexes. Individual resources contributing to the resource group are usually (but are not always) separately listed in the FMSF.

Florida Historic Bridges

Content Publisher: Bureau of Archaeological Research

Publication Place: Tallahassee, Florida

Publication Date: 10/2012

Content Summary: This data set contains historic bridge locations and basic bridge attributes as recorded at the FMSF.

Florida Master Site File Archaeological Sites

Content Publisher: Bureau of Archaeological Research

Publication Place: Tallahassee, Florida

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Publication Date: 2012

Content Summary: This dataset contains Archaeological sites and attributes as recorded at the FMSF.

Florida Historic Structure Locations

Content Publisher: Bureau of Archaeological Research

Publication Place: Tallahassee, Florida

Publication Date: 10/2012

Content Summary: This dataset contains historic structure locations and attributes as recorded at the FMSF.

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APPENDIX B: Hurricane Evacuation Analysis

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TECHNICAL MEMORANDUM

Beulah Road Interchange Development and Environment Study - Hurricane Evacuation Analysis

Prepared for:

Public Works Department
Escambia County, Florida
Pensacola, Florida

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Prepared by:

PBS&J
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August 2010

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TECHNICAL MEMORANDUM

Beulah Road Interchange Development and Environment Study - Hurricane Evacuation Analysis

Introduction / Background

Escambia County Florida is conducting a Project Development and Environment Study for Beulah Road at Interstate 10. The purpose of the study is to perform an assessment of the environmental impacts, conduct engineering analyses, and obtain public input for the proposed improvements. The proposed improvements involve increasing the traffic flow at Beulah Road and I-10 by adding a full interchange. The proposed improvements will alleviate existing and future deficiencies in meeting daily travel demand along the corridor in western Escambia County. It is also believed that the improvements will have a positive impact on hurricane evacuation traffic flow.

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Given the incredible impact of recent evacuations for Hurricanes Ivan and Dennis and the difficult evacuation in 1995 for Hurricane Opal, the county has recognized the importance of implementing roadway improvements that will allow the county's citizens to safely evacuate. In addition, recent state legislation regarding hurricane evacuation issues and growth management have been brought to the forefront as the County deliberates about the future of Perdido Key and related comprehensive plan amendments.

Recently, Escambia County retained PBSJ to perform the necessary hurricane evacuation impact analyses for an existing base year (2009) and an analysis of a potential build out of Perdido Key. To meet the demands of recent state legislation, the county also asked PBS&J to develop a methodology and calculate the time to nearest public shelter for all coastal high hazard areas in the county. PBS&J has performed multiple hurricane evacuation studies for the area over the last 20 years including a recent study in 2006 that addressed benefits to hurricane evacuation

that might occur if Alabama Highway 113 was widened. Since FEMA, the US Army Corps of Engineers, the State of Florida Division of Emergency Management and local emergency management officials have historically recognized the PBSJ hurricane study work as the definitive tool for clearance time calculation in Escambia County, it was logical to use the previous work as a basis for analyzing the SR 292 improvements. Previous studies performed by PBSJ related to the study corridor have included:

- Tri State Hurricane Evacuation Study—1983
- Opal Post Storm Evacuation Assessment ---1995-1996
- Northwest Florida Hurricane Evacuation Restudy—1999
- Alabama Hurricane Evacuation Restudy---2000
- Ivan Post Storm Evacuation Assessment—2005
- Alabama 113 Hurricane Evacuation Study—2006
- Baldwin County Alabama Hurricane Evac Route Analysis 2007
- Perdido Key Comp Plan studies –2006-2007

Modeling Approach

For the Beulah Road study, PBS&J performed an analysis of the 2009 base year and 2035 future year with and without improvements. The analysis process performed included the following steps:

- Development of socioeconomic data by evacuation area
- Generation of evacuating people and vehicles by evacuation area;
- Refinement of route utilization assumptions by evacuation area; and
- Assignment of evacuating vehicles to the critical roadway segments and calculation of clearance times

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Socioeconomic Data

Dwelling unit data for the hurricane model focused on permanent occupied dwelling units, mobile homes, and seasonal units for each evacuation zone. People and vehicles per unit were developed for each evacuation area depending on the unique characteristics of each evacuation zone and census unit. A countywide population control total of 304,836 people was used for the existing year 2009. This included 112,797 permanent occupied dwelling units.

Behavioral Assumptions

To calculate reliable estimates of evacuation clearance times, PBS&J had to make good assumptions about what the evacuating population will do. Assumptions regarding participation rates, destination percentages, and vehicle usage were made for permanent residents and tourists. Behavioral assumptions generally were kept consistent with the Corps of Engineers study update. However, pre and post storm behavioral analyses accomplished by behavioral scientists at Florida State University, and Florida International University (working for Dewberry and Davis post Ivan), were considered. Post-storm behavioral work accomplished for Hurricane Ivan and anecdotal behavioral reports for Katrina and Rita proved valuable in considering assumptions for Escambia County.

Of particular importance for this study are those related to participation rates and percent of evacuees going to public shelter and out of county. 100 percent participation was assumed for surge vulnerable evacuation areas so that clearance times would give everyone who is asked to evacuate, the opportunity to evacuate whether they choose to or not. All inland mobile homes and some shadow evacuation were included as well. Approximately 5 to 15 percent of the evacuees were assumed to go to local public shelter depending upon evacuation area location relative to the coast. Up to 70 percent of evacuees were assumed to go out of county depending upon the storm intensity.

Evacuating Vehicles and Route Utilization by Evacuation Area

Using the socioeconomic data and behavioral assumptions by evacuation area, evacuating people, public shelter demand, and evacuating vehicles were generated for each hurricane scenario under two levels of tourist occupancy. It is important to point out that evacuating people and vehicles refer to those leaving their homes to go to some place perceived as safer. Both the number of evacuees who will go to local public shelter and those who will leave the county in a category 3-5 hurricane are the focal points of most hurricane evacuation analyses. For the Beulah Road hurricane evacuation analysis, the focus is on how many evacuating vehicles will use the corridor for various storm threats and to what extent if any will vehicle throughput be helped by proposed improvements.

One of the most important steps in this analysis process was the determination of which evacuation areas would use the existing routes and specifically Beulah Road. Trip distribution and trip tables contained in the Transportation Model Support Document of the Northwest Florida Hurricane Evacuation Restudy were examined for each scenario. Specifically, the portion of each evacuation zone's total evacuating vehicles going out of the county was

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reviewed and the percent exiting by major route was noted. Next, each zone's proximity and access to each exiting route was gauged and an estimate of it's propensity to use the route was designated based on trip distribution and zonal characteristics. In hurricane evacuations for Escambia County, roughly two thirds of the out of county traffic will head northbound with the other third split between I-10 eastbound and I-10 westbound. The approach direction of any given hurricane has a lot to do with the directional choice of I-10 traffic.

Depending on the hurricane category and rate of tourist occupancy, currently some 1,164 to 6,569 vehicles will use the Beulah Road corridor for evacuation movements. By the Year 2035, the number of evacuating vehicles using the corridor will increase to a range of 1,467 to 8,782 depending upon intensity and occupancy. When future evacuation traffic is coupled with levels of ambient background traffic during an evacuation, the existing two lane facility will be very congested if left unimproved.

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Evacuation Clearance Times

Using the evacuating vehicles by evacuation area and route utilization assumptions for each area, evacuating vehicles were quantified for each storm scenario and tourist occupancy assumption for the following roadway segments:

US 29 north of I-10 through Cantonment

US 29 from SR 97 to Flomaton

Alabama Highway 113 from Flomaton to I-65

Garcon Point Bridge

I-10 eastbound out of county

I-10 westbound out of county

SR 97

Perdido Key Dr to Innerarity Point Rd

SR 292/Sorrento Rd from Innerarity Pt Rd to Bauer Rd

SR 292/Sorrento Rd from Bauer Rd to Blue Angel Parkway

Blue Angel Parkway north of SR292

Pensacola Bay Bridge (including Santa Rosa County traffic)

I-110

I-65 northbound in Alabama (with and without reverse laning)

Beulah Road at I-10

Evacuating vehicle volumes by road segment for each storm category, tourist occupancy, and analysis year option were developed in the PBSJ model. An hourly-generalized evacuation directional service volume was assumed for each roadway segment during each quarter of the evacuation. This is an estimate of the number of vehicles per hour that is assumed to be able to get through each segment. The development of clearance times for Escambia County was then achieved by metering evacuation traffic through the identified bottlenecks for each storm intensity and tourist occupancy scenario.

Clearance times controlling the overall evacuation in Escambia County, are a function of how well traffic loads the primary arteries in the urban portion of Escambia County and how well the controlling bottlenecks in the northern part of the county (and Alabama) process the evacuating vehicles. Escambia County, Florida currently has a worst case 16.3 hour and 20.2 hour hurricane evacuation clearance time for a category 3 and 5 storm respectively. This assumes I-65 is reversed laned in Alabama and that the bottleneck of Alabama Route 113 remains two laned. (Alabama 113 will be widened by the start of the 2008 hurricane season.) If I-65 is not reverse laned, worst case times are 26.2 and 32.7 hours for a category 3 and 5 storm.

The severity of the I-65 route segment varies greatly depending upon evacuation movements out of Baldwin and Mobile Counties. Alabama will implement contra flow for I-65 in most if not all category 3-5 events with both northwest Florida and Alabama evacuating, particularly in light of the sensitivities resulting from Katrina and Rita evacuations west of the study area.

With expected increases in development in the southwest area of Escambia County, overall clearance times will increase to a worst case 16.8 hour and 21.2 hour hurricane evacuation clearance time for a category 3 and 5 storm respectively. This assumes I-65 is reversed laned in Alabama and that the bottleneck of Alabama Route 113 remains two laned. (Alabama 113 will be widened by the start of the 2008 hurricane season.) If I-65 is not reverse laned, worst case times are 27.0 and 34.5 hours for a category 3 and 5 storm.

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Study Summary

Table 1 provides a summary of key evacuation information presented in this Technical Memo for Escambia County and the Beulah Road study. In summary, the following points should be noted:

1) The Beulah Road corridor improvements will greatly facilitate the loading of evacuation traffic from southwest surge vulnerable areas of Escambia County into the regional evacuation network.

2) While the corridor improvements will not reduce the overall county evacuation time created by bottlenecks along US 29 in the north part of the county, the improvements will have major beneficial impacts for Escambia County evacuation routes I-110 North to and through I-10, as well as parts of US 29 up to and through Cantonment. This improvement will facilitate the more efficient movement of vehicles out of surge inundation areas by creating a double queue for vehicle eventually heading to US 29 north of Flomaton. Westbound evacuation will be improved further by preventing eastbound movement to existing interchanges.

3) Given the state's new legislation regarding maintenance of local time to shelter criteria, the Beulah Road improvements are helpful in maintaining reasonable household travel time to public shelters in the western portion of Escambia County. This is one of Escambia County's key strategies in mitigating growing evacuation times in the region.

4) Escambia County will maintain evacuation times through improvements to Beulah Road at I-10 and through concurrency management and other growth management strategies in the southwest part of the county.

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Table 1

Summary of Escambia County Hurricane Evacuation Facts

History of Escambia County Hurricane Evacuation Studies

- Tri State Hurricane Evacuation Study – 1983
- Opal Post Storm Evacuation Assessment – 1995-1996
- Northwest Florida Hurricane Evacuation Restudy – 1999
- Alabama Hurricane Evacuation Restudy – 2000
- Ivan Post Storm Evacuation Assessment – 2005
- Alabama 113 Hurricane Evacuation Study – 2006
- Perdido Key Comp Plan studies – 2006-2007

Hurricane Evacuation Clearance Times-Thresholds

Current Comp Plan "Not to Exceed" Threshold

Category 3 Hurricane---24 hours

Future Comp Plan "Not to Exceed" Threshold

Category 5 Hurricane---No greater than 10% over existing cat 5 times

Time to Shelter < 12 hours

Hurricane Evacuation Clearance Times-Current

		Existing	***Future***
Category 3	no I-65 reversal	26.2 hours	27.0 hours
Category 3	w/reversal of I-65	16.3 hours	16.8 hours
Category 5	no I-65 reversal	32.7 hours	34.5 hours
Category 5	w/reversal of I-65	20.2 hours	21.2 hours

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APPENDIX C: Listed Species Evaluation

Consisting of:

Federal, Threatened, Endangered, and other Species Likely to be in Escambia County, Florida List

USFWS IPAC Trusted Resources Report for Escambia Beltway

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FEDERAL THREATENED, ENDANGERED, AND OTHER SPECIES OF CONCERN LIKELY TO OCCUR IN ESCAMBIA COUNTY, FL
Compiled by the U.S. Fish and Wildlife Service December 2013

Common Name	Scientific Name	FWS Status	State Status	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Amphibians:																			
Gopher frog	*Rana capito*	Petition	ce	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Ok	San	Wak	Wal	Was
Reticulated flatwoods salamander	*Ambystoma bishopi*	E (CH)		Bay	Cal	Esc			Gul	Hol	Jac				Oka	San		Wal	Was
Birds:																			
Bald eagle	*Haliaeetus leucocephalus*	BGEPA		Bay	Cal	Esc	Fra	Gad	Gul		Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Least tern	*Sterna antillarum*		T	Bay		Esc	Fra		Gul			Jef	Leo		Oka	San	Wak	Wal	
Piping plover	*Charadrius melodus*	T (CH)	T	Bay		Esc	Fra		Gul						Oka	San	Wak	Wal	
Red knot	*Calidris canutus*	PT(CH)		Bay		Esc	Fra		Gul			Jef			Oka	San	Wak	Wal	
Reddish egret	*Egretta rufescens*	ce	SSC			Esc	Fra		Gul			Jef			Oka	San	Wak	Wal	
Southeastern kestrel	*Falco sparverius paulus*	ce	T	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Southeastern snowy plover	*Charadrius alexandrinus tenuirostris*	ce	T	Bay		Esc	Fra		Gul						Oka	San		Wal	
Stoddard's yellow-throated warbler	*Dendroica dominica stoddardi*	ce		Bay		Esc									Oka	San		Wal	
Wood stork	*Mycteria americana*	E	E	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Crustaceans:																			
Cypress crayfish	*Cambarellus blacki*	Petition				Esc													
Fish:																			
Crystal darter	*Ammocrypta asprella*	ce	T			Esc										San			
Gulf sturgeon	*Acipenser oxyrinchus desotoi*	T (CH)	T	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Halloween darter	*Percina crypta*	Petition		Distribution in Florida unreported															
Insects:																			
Three-toothed triaenodes caddisfly	*Triaenodes tridontus*	Petition		Distribution in Florida unreported															
Mammals:																			

E=endangered, T=threatened, P=proposed, C=candidate, SSC=species of special concern, ce=consideration encouraged, CH=Critical Habitat, BGEPA=Bald and Golden eagle protection act, Petition= has been petitioned for listing. This is not an exhaustive list of where species do occur, but a guide to indicate areas that might require surveys if appropriate habitat exists. Please contact Florida Natural Areas Inventory (850-224-8207) for additional species location information.

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FEDERAL THREATENED, ENDANGERED, AND OTHER SPECIES OF CONCERN LIKELY TO OCCUR IN ESCAMBIA COUNTY, FL
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Common Name	Scientific Name	FWS Status	State Status	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Perdido Key beach mouse	*Peromyscus polionotus trissyllepsis*	E (CH)	E			Esc													
Santa Rosa beach mouse	*Peromyscus polionotus leucocephalus*	ce				Esc									Oka	San			
Southeastern big-eared bat	*Plecotus rafinesquii*	ce		Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
West Indian manatee	*Trichechus manatus latirostris*	E	E	Bay		Esc	Fra		Gul			Jef			Oka	San	Wak	Wal	
Mussels:																			
Choctaw bean	*Villosa choctawensis*	E (CH)		Bay		Esc				Hol	Jac				Oka	San		Wal	Was
Fuzzy pigtoe	*Pleurobema strodeanum*	T (CH)		Bay		Esc				Hol	Jac				Oka	San		Wal	Was
Narrow pigtoe	*Fusconaia escambia*	T (CH)				Esc									Oka	San		Wal	
Round ebonyshell	*Fusconaia rotulata*	E (CH)				Esc										San			
Southern kidneyshell	*Ptychobranchus jonesi*	E (CH)		Bay		Esc				Hol	Jac					San		Wal	Was
Southern sandshell	*Hamiota australis*	T (CH)		Bay		Esc				Hol	Jac				Oka	San		Wal	Was
Reptiles:																			
Alligator snapping turtle	*Macroclemys temminckii*	Petition	SSC	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Eastern indigo snake	*Drymarchon couperi*	T	T	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Escambia map turtle	*Graptemys ernsti*	Petition				Esc				Hol					Oka	San			
Gopher tortoise	*Gopherus polyphemus*	C	T	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Green turtle	*Chelonia mydas*	E	E	Bay		Esc	Fra		Gul						Oka	San		Wal	
Hawksbill turtle	*Eretmochelys imbricata imbricata*	E	E	Bay		Esc	Fra		Gul			Jef			Oka	San	Wak	Wal	
Kemp's ridley turtle	*Lepidochelys kempii*	E	E	Bay		Esc	Fra		Gul						Oka	San		Wal	
Leatherback turtle	*Dermochelys coriacea*	E	E	Bay		Esc	Fra		Gul						Oka	San		Wal	
Loggerhead turtle	*Caretta caretta*	T(PCH)	T	Bay		Esc	Fra		Gul						Oka	San		Wal	

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E=endangered, T=threatened, P=proposed, C=candidate, SSC=species of special concern, ce=consideration encouraged, CH=Critical Habitat, BGEPA=Bald and Golden eagle protection act, Petition= has been petitioned for listing. This is not an exhaustive list of where species do occur, but a guide to indicate areas that might require surveys if appropriate habitat exists. Please contact Florida Natural Areas Inventory (850-224-8207) for additional species location information.

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Common Name	Scientific Name	FWS Status	State Status	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Plants:																			
Baltzell's sedge	*Carex baltzellii*	ce	T	Bay	Cal	Esc		Gad						Lib	Oka	San		Wal	Was
Bog spicebush	*Lindera subcoriacea*	Petition	E			Esc									Oka				
Swamp Buckthorn	*Bumelia thornei*	Petition	E			Esc	Fra		Gul	Hol	Jac								
Chapman's butterwort	*Pinguicula planifolia*	SSC	T	Bay		Esc	Fra		Gul		Jac		Leo	Lib	Oka	San		Wal	
Cruise's golden-aster	*Chrysopsis gossypina cruiseana*	SSC	E	Bay		Esc									Oka	San		Wal	
Decumbant pitcher plant	*Sarracenia purpurea*		T	Bay	Cal	Esc				Hol				Lib	Oka	San		Wal	Was
Green adder's-mouth	*Malaxis unifolia*		E			Esc		Gad			Jac		Leo	Lib	Oka		Wak	Wal	Was
Gulfcoast lupine	*Lupinus westianus*	SSC	T	Bay		Esc	Fra		Gul						Oka	San		Wal	Was
Harper's yellow-eyed grass	*Xyris scabrifolia*	SSC	T	Bay	Cal	Esc	Fra		Gul	Hol	Jac		Leo	Lib	Oka	San	Wak	Wal	
Heartleaf	*Hexastylis arifolia*		T			Esc		Gad				Jef	Leo	Lib	Oka	San		Wal	Was
Hummingbird flower	*Macranthera flammea*		E	Bay		Esc	Fra				Jac			Lib	Oka	San		Wal	
Lace-lip	*Spiranthes laciniata*		T			Esc	Fra		Gul					Lib	Oka	San	Wak		
Large-leaved jointweed	*Polygonella macrophylla*	SSC	T	Bay		Esc	Fra								Oka	San		Wal	
Mountain laurel	*Kalmia latifolia*		T	Bay	Cal	Esc		Gad					Leo	Lib	Oka	San		Wal	Was
Orange azalea	*Rhododendron austrinum*		E		Cal	Esc	Fra	Gad		Hol	Jac		Leo	Lib	Oka	San		Wal	Was
Panhandle lily	*Lilium iridollae*	Petition	E			Esc									Oka	San		Wal	
Parrot pitcher plant	*Sarracenia psittacina*		T	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac		Leo	Lib	Oka	San	Wak	Wal	Was
Primrose-flower butterwort	*Pinguicula primulifolia*		E	Bay	Cal	Esc				Hol					Oka	San		Wal	Was
Pyramid magnolia	*Magnolia pyramidata*		E	Bay	Cal	Esc		Gad			Jac		Leo	Lib	Oka	San		Wal	Was

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Common Name	Scientific Name	FWS Status	State Status	Bay	Cal	Esc	Fra	Gad	Gul	Hol	Jac	Jef	Leo	Lib	Oka	San	Wak	Wal	Was
Red-flowered pitcher plant	*Sarracenia rubra*		T			Esc				Hol					Oka	San		Wal	
Silky camellia	*Stewartia malacodendron*		E	Bay	Cal	Esc		Gad						Lib	Oka	San		Wal	Was
Snowy orchid	*Platanthera nivea*		T	Bay	Cal	Esc	Fra			Hol	Jac		Leo	Lib		San	Wak	Wal	Was
Southern red lily	*Lilium catesbaei*		T	Bay	Cal	Esc	Fra	Gad	Gul		Jac			Lib	Oka	San	Wak	Wal	Was
Spoon-leaved sundew	*Drosera intermedia*		T	Bay	Cal	Esc	Fra		Gul				Leo	Lib	Oka	San	Wak	Wal	Was
Sweet shrub	*Calycanthus floridus*		E		Cal	Esc	Fra	Gad			Jac		Leo	Lib	Oka	San		Wal	
Trailing arbutus	*Epigaea repens*		E		Cal	Esc								Lib	Oka	San	Wal		
West Florida cow-lily	*Nuphar ulvacea*	Petition				Esc					Jac				Oka	San		Wal	Was
Wherry's sweet pitcherplant	*Sarracenia rubra ssp. wherryi*	Petition				Esc													
White-top pitcher plant	*Sarracenia leucophylla*	SSC	E	Bay	Cal	Esc	Fra							Lib	Oka	San		Wal	Was
Yellow fringed orchid	*Platanthera ciliaris*		T	Bay	Cal	Esc		Gad			Jac	Jef	Leo		Oka	San		Wal	Was
Yellow fringeless orchid	*Platanthera integra*	ce	E	Bay	Cal	Esc	Fra		Gul		Jac			Lib	Oka	San		Wal	

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U.S. Fish & Wildlife Service

Escambia Beltway

IPaC Trust Resources Report

Generated March 04, 2016 08:45 AM MST, IPaC v3.0.0

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list from the Regulatory Documents page.

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IPaC - Information for Planning and Conservation (http://ecos.fws.gov/ipac/): A project planning tool to help streamline the U.S. Fish & Wildlife Service environmental review process.

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U.S. Fish & Wildlife Service

IPaC Trust Resources Report

NAME

Escambia Beltway

LOCATION

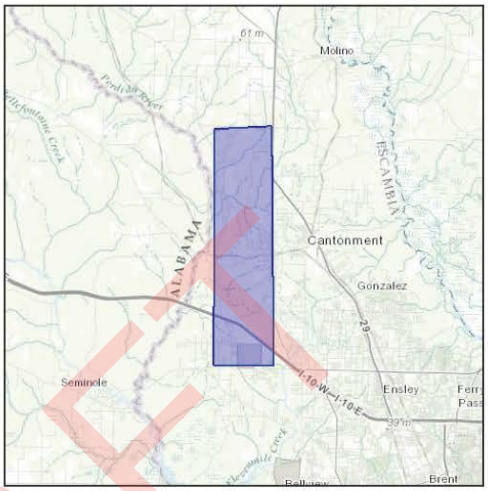
Escambia County, Florida

DESCRIPTION

A proposed new roadway extending from US 90A (SR 10/W. Nine Mile Road) to US 29 (SR 95), a distance of approximately 10.6 miles.

IPAC LINK

http://ecos.fws.gov/ipac/project/HGMN2-FREOJ-CKTKP-6VZMM-ONL6DQ



U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

Panama City Ecological Services Field Office
1601 Balboa Avenue
Panama City, FL 32405-3792
(850) 769-0552

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Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the Endangered Species Program of the U.S. Fish & Wildlife Service.

This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.

The list of species below are those that may occur or could potentially be affected by activities in this location:

Amphibians

Reticulated Flatwoods Salamander Ambystoma bishopi — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=D042

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Birds

Red Knot Calidris canutus rufa — Threatened

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0DM

Red-cockaded Woodpecker Picoides borealis — Endangered

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B04F

Wood Stork Mycteria americana — Threatened

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06O

Clams

Choctaw Bean Villosa choctawensis — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=F01B

Fuzzy Pigtoe Pleurobema strodeanum — Threatened

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=F03V

Narrow Pigtoe Fusconaia escambia — Threatened

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=F02T

Round Ebonyshell Fusconaia rotulata — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=F02G

Fishes

Atlantic Sturgeon (gulf Subspecies) Acipenser oxyrinchus (=oxyrhynchus) desotoi — Threatened

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=E04W

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Reptiles

Eastern Indigo Snake Drymarchon corais couperi — Threatened

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C026

Gopher Tortoise Gopherus polyphemus — Candidate

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C044

Green Sea Turtle Chelonia mydas — Endangered

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C00S

Hawksbill Sea Turtle Eretmochelys imbricata — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C00E

Kemp's Ridley Sea Turtle Lepidochelys kempii — Endangered

CRITICAL HABITAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C00O

Leatherback Sea Turtle Dermochelys coriacea — Endangered

CRITICAL HABITAT
There is **final** critical habitat designated for this species.
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=C00F

Critical Habitats

There are no critical habitats in this location

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Migratory Birds

Birds are protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.[1] There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

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1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern
  http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Conservation measures for birds
  http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Year-round bird occurrence data
  http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/akn-histogram-tools.php

The following species of migratory birds could potentially be affected by activities in this location:

American Kestrel Falco sparverius paulus — Bird of conservation concern
Year-round

American Oystercatcher Haematopus palliatus — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0G8

American Bittern Botaurus lentiginosus — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0F3

Bachman's Sparrow Aimophila aestivalis — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B07F

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Bald Eagle Haliaeetus leucocephalus — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B008

Black Skimmer Rynchops niger — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0EQ

Brown-headed Nuthatch Sitta pusilla — Bird of conservation concern
Year-round

Chuck-will's-widow Caprimulgus carolinensis — Bird of conservation concern
Season: Breeding

Common Ground-dove Columbina passerina exigua — Bird of conservation concern
Year-round

Gull-billed Tern Gelochelidon nilotica — Bird of conservation concern
Season: Breeding
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JV

Henslow's Sparrow Ammodramus henslowii — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B09D

Kentucky Warbler Oporornis formosus — Bird of conservation concern
Season: Breeding

Le Conte's Sparrow Ammodramus leconteii — Bird of conservation concern
Season: Wintering

Least Bittern Ixobrychus exilis — Bird of conservation concern
Season: Breeding

Least Tern Sterna antillarum — Bird of conservation concern
Season: Breeding

Lesser Yellowlegs Tringa flavipes — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MD

Loggerhead Shrike Lanius ludovicianus — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FY

Marbled Godwit Limosa fedoa — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JL

Mississippi Kite Ictinia mississippiensis — Bird of conservation concern
Season: Breeding

Nelson's Sparrow Ammodramus nelsoni — Bird of conservation concern
Season: Wintering

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Contains *private* information

Painted Bunting Passerina ciris — Bird of conservation concern
Season: Breeding

Peregrine Falcon Falco peregrinus — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FU

Prairie Warbler Dendroica discolor — Bird of conservation concern
Season: Breeding

Prothonotary Warbler Protonotaria citrea — Bird of conservation concern
Season: Breeding

Red Knot Calidris canutus rufa — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0DM

Red-headed Woodpecker Melanerpes erythrocephalus — Bird of conservation concern
Year-round

Reddish Egret Egretta rufescens — Bird of conservation concern
Year-round
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06U

Rusty Blackbird Euphagus carolinus — Bird of conservation concern
Season: Wintering

Seaside Sparrow Ammodramus maritimus — Bird of conservation concern
Year-round

Sedge Wren Cistothorus platensis — Bird of conservation concern
Season: Wintering

Short-billed Dowitcher Limnodromus griseus — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JK

Short-eared Owl Asio flammeus — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HD

Swainson's Warbler Limnothlypis swainsonii — Bird of conservation concern
Season: Breeding

Swallow-tailed Kite Elanoides forficatus — Bird of conservation concern
Season: Breeding
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0GB

Whimbrel Numenius phaeopus — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JN

Wilson's Plover Charadrius wilsonia — Bird of conservation concern
Season: Breeding

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Wood Thrush Hylocichla mustelina — Bird of conservation concern
Season: Breeding

Worm Eating Warbler Helmitheros vermivorum — Bird of conservation concern
Season: Breeding

Yellow Rail Coturnicops noveboracensis — Bird of conservation concern
Season: Wintering
https://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JG

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Wildlife refuges and fish hatcheries

There are no refuges or fish hatcheries in this location

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Contains *private* information

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

This location overlaps all or part of the following wetlands:

Freshwater Emergent Wetland

PEM1C	11.8 acres
PEM1/SS1Fh	3.76 acres
PEM1B	1.84 acres
PEM1Fh	0.358 acre
PEM1F	0.34 acre

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Freshwater Forested/shrub Wetland

PFO1C	1130.0 acres
PFO4/1C	255.0 acres
PFO1/3C	165.0 acres
PFO3/4C	144.0 acres
PFO3C	123.0 acres
PFO3/4B	97.9 acres
PFO4/3C	67.6 acres
PFO4C	50.2 acres
PFO1/4C	48.2 acres
PFO1F	46.6 acres
PFO4/1A	44.0 acres
PFO4B	34.7 acres
PFO4/1B	31.0 acres
PFO1B	24.3 acres
PSS3/1C	23.5 acres
PFO4A	22.0 acres
PFO4/EM1A	19.0 acres
PFO3/1C	16.9 acres
PFO4/3B	10.8 acres
PFO1Fh	10.6 acres
PFO4/EM1C	10.3 acres
PSS3/EM1C	7.81 acres
PFO2F	6.22 acres
PFO3B	5.26 acres
PFO3/EM1B	4.53 acres
PSS3C	3.02 acres
PFO3/EM1F	2.55 acres
PFO4/EM1F	2.1 acres
PSS1F	2.02 acres
PSS1Ch	1.83 acres
PFO3/2F	1.63 acres
PFO1/2F	1.52 acres
PSS3/EM1A	1.23 acres

Freshwater Pond

PUBHx	63.9 acres

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PUBHh	45.6 acres
PUBH	1.9 acres
PAB4F	1.8 acres
PUSCh	1.66 acres
PUBHX	1.02 acres
PUSCx	0.749 acre
PUBF	0.603 acre
PUBFx	0.461 acre

A full description for each wetland code can be found at the National Wetlands Inventory website: http://107.20.228.18/decoders/wetlands.aspx

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APPENDIX D: Agency Comments

To Be Provided

Consisting of:

ETDM EST Programming Screening Summary Report

Alternative Corridor Evaluation Methodology Memorandum

Draft Alternative Corridor Evaluation Report

DRAFT

ETDM EST Programming Screening Summary Report

DRAFT

Alternative Corridor Evaluation Methodology Memorandum

DRAFT

Draft Alternative Corridor Evaluation Report

DRAFT

APPENDIX E: Public Meeting Documentation

Consisting of:

Stakeholders Email Distribution List

Elected Official Letter and Mail List

Administrator Letter and Mail List

Affected Property Owner (APO) Letter and Mail List

Florida Administrative Register Meeting Announcement

Pensacola News Journal Proof of Publication (4/10/2016)

Pensacola News Journal Proof of Publication (4/16/2016)

Meeting Handout

Meeting Sign-In Sheets

Comment Sheets

Comments and Responses

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Stakeholders Email Distribution List

Members:

1.	Brandon Knight	Brandon.Knight@ecua.fl.gov
2.	Cody Rawson	crawson@roadsinc.com
3.	Dan Gilmore	jdg1949@att.net
4.	David Brannen	david@bayside.cc
5.	Dr. Shehee	dred2@shehee.com
6.	Fred "Rusty" Thompson	frt@nwfls.com
7.	Fred Hemmer	fhemmer@fhemmer.com
8.	Gary Huston	ghuston@clarkpartington.com
9.	Janice Kilgore	janice_kilgore@navyfederal.org
10.	Jerry Long	jlopanhandlepaving@gmail.com
11.	Jim DeVries	oldguysrule8@att.net
12.	Justin Witkin	jwitkin@awkolaw.com
13.	Kimberly Aderholdt	kimberly_aderholdt@navyfederal.org
14.	Michael Aaron	michael_aaron@myescambia.com
15.	Michael Hamlin	michael.hamlin@ecua.fl.gov
16.	Rob Doss	rdoss1@escambia.k12.fl.us
17.	Shawn Dennis	sdennis@escambia.k12.fl.us
18.	Tim Eagan	eagantr@gmail.com
19.	Tom Hammond	tom@selanddesign.com

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

March 22, 2016

The Honorable FName LName
Title
Address1
Address2

RE: Public Kickoff Meeting for an Alternative Corridor Evaluation Study
Escambia Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95
Escambia County, Florida
ETDM Project Number: 14059

Dear Title LName:

Escambia County invites you or a member of your staff to attend a Public Kick-off meeting regarding the Escambia Beltway Alternative Corridor Evaluation Study being conducted by the County, in coordination with the Florida Department of Transportation, for the proposed Escambia Beltway and a new I-10 interchange. The meeting will be held Tuesday, April 19, 2016 from 5:30 to 7:00 p.m. (CDT), at Plainview Baptist Church, 1101 West Nine Mile Road, Pensacola, Florida 32534.

The study being undertaken by the County will develop and evaluate alternative corridors to identify which are viable corridors for the proposed Escambia Beltway project, a new four-lane divided high speed controlled or limited access arterial highway, on a combination of existing and new alignment, that would connect US 90A/SR 10 (West Nine Mile Road) with US 29/SR 95 and provide a new interchange at I-10 in Escambia County, Florida. The proposed project is approximately 11.4 miles in length. The average width of the corridors to be evaluated is 1,000 feet. This width was chosen because it provides the opportunity to refine an alternative's alignment to further avoid or minimize involvement with sensitive resources during subsequent project development phases.

This Public Kick-off meeting is an opportunity for the public to learn about the project, becomes familiar with the study process, and provide initial feedback on issues of concern to the public. The meeting will be an open house format to allow the public the opportunity to review maps and other information on display. Representatives from Escambia County and its consultant for the project will be available to explain the proposed improvements, the study process, and to answer questions. Similar notices have been sent to public officials and agencies interested in the project.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodation under the Americans with Disabilities Act, or persons who require translation services (free of charge) should contact Atkins Contract Specialists Cheryl Sackman at (850) 466-4126 or via e-mail at Cheryl.sackman@atkinsglobal.com at least seven days prior to the meeting.

If you have any questions regarding the proposed project or this meeting, please contact the Atkins Project Manager, Gregory Allen, P.E., at (850) 466-4113 or via e-mail at gregory.allen@atkinsglobal.com.

Sincerely,

David V. Forte
Project Manager

DRAFT

Address Salutation	First Name	Last Name	Letter Salutation	Address 1	ADDR1
The Honorable	Bill	Nelson	Senator	United States Senate	US Courthouse Annex
The Honorable	Marco	Rubio	Senator	United States Senate	1 N Palafox Street
The Honorable	Jeff	Miller	Congressman	United States House of Representatives	4300 Bayou Blvd.
The Honorable	Rick	Scott	Governor	Governor of Florida	400 S. Monroe St.
The Honorable	Greg	Evers	Senator	Florida Senate	209 E. Zaragoza St.
The Honorable	Clay	Ingram	Representative	Florida House of Representatives	11000 University Parkway
The Honorable	Mike	Hill	Representative	Florida House of Representatives	418 W. Garden Street
The Honorable	Grover	Robinson, IV	Commissioner	Chairman, Escambia County Board of County Commissioners	P.O. Box 1591
The Honorable	Steven	Barry	Commissioner	Escambia County Board of County Commissioners, District 5	P.O. Box 1591
The Honorable	Wilson	Robertson	Commissioner	Vice Chair, Escambia County Board of County Commissioners	P.O. Box 1591
The Honorable	Doug	Underhill	Commissioner	Escambia County Board of County Commissioners, District 2	P.O. Box 1591
The Honorable	Lumon	May	Commissioner	Escambia County Board of County Commissioners, District 3	P.O. Box 1591
The Honorable	Pam	Childers	Ms.	Escambia County Clerk of Circuit Court	M.C. Blanchard Judicial Building
Sheriff	David	Morgan	Sheriff	Escambia County Sheriff	1700 W. Leonard Street
The Honorable	Chris C.	Jones	Mr.	Escambia County Property Appraiser	221 Palafox Place
The Honorable	David H.	Stafford	Mr.	Escambia County Supervisor of Elections	P.O. Box 12601
The Honorable	Janet	Holley	Ms.	Escambia County Tax Collector	P.O. Box 1312
The Honorable	Malcolm	Thomas	Mr.	Escambia County Superintendent of Schools	215 West Garden Street

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

March 22, 2016

FName LName
Title
Address1
Address2

RE: Public Kickoff Meeting for an Alternative Corridor Evaluation Study
Escambia Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95
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Sincerely,

David V. Forte
Project Manager

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Agency 2	Letter Salutation	First Name	Last Name	Last Name Greeting
Federal Highway Administration	Mr.	Joe	Sullivan	Sullivan
Federal Highway Administration	Mr.	James	Christian	Christian
Federal Highway Administration	Mr.	Derek	Fusco	Fusco
Federal Highway Administration	Mr.	Jorge	Rivera	Rivera
Federal Railroad Administration	Mr.	Paul	Nissenbaum	Nissenbaum
Federal Railroad Administration	Mr.	Fred	Dennin	Dennin
Federal Transit Administration	Ms.	Yvette	Taylor	Taylor
Federal Emergency Management Agency	Mr.	Edward	Conner	Conner
Federal Emergency Management Agency	Ms.	Sandra	Knight	Knight
Federal Emergency Management Agency	Mr.	Robert	Samaan	Samaan
Federal Emergency Management Agency	Major	Phillip	May	May
Federal Aviation Administration	Mr.	Bart	Vernace	Stringer
Federal Aviation Administration	Mr.	Clark	Larry	Larry
Federal Aviation Administration	Mr.	Dennis	Roberts	Roberts
U.S. Environmental Protection Agency	Ms.	Heather McTeer	Toney	Toney
U.S. Army Corps of Engineers	Mr.	Donnie	Kinard	Kinard
U.S. Army Corps of Engineers	Mr.	Cliff	Payne	Payne
US Fish and Wildlife Service	Mr.	Dan	Ash	Ash
US Fish and Wildlife Service	Ms.	Cynthia	Dohner	Dohner
US Department of Commerce - National Marine Fisheries	Dr.	Roy	Crabtree	Crabtree
US Department of Health and Human Services	Dr.	Pamela	Roshell	Roshell
Bureau of Land Management, Eastern States Office	Mr.	Bruce	Dawson	Dawson
Florida Dept. Environmental Protection	Mr.	Shawn	Hamilton	Hamilton
Florida Fish and Wildlife Conservation Commission	Ms.	Jessica	McCawley	McCawley
Florida Department of State - Division of Historical Resources	Mr.	Stave	Birtman	Birtman
Florida Department of Community Affairs	Mr.	Charles	Gauthier	Gauthier
Florida Department of Transportation	Mr.	Alan	Vann	Vann
Florida Department of Transportation	Mr.	Richard	Norris	Norris
Florida Department of Transportation	Mr.	Phillip	Gainer, P.E.	Gainer
Florida Department of Transportation	Mr.	Jason	Peters	Peters
Florida Department of Transportation	Mr.	Tommy	Barfield, P.E.	Barfield

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Florida Department of Transportation	Mr.	Jared	Perdue	Perdue
Florida Department of Transportation	Mr.	Steve	Benak	Benak
Florida Department of Transportation	Mr.	Tim	Smith	Smith
Florida Department of Transportation	Mr.	Ian	Satter	Satter
FDOT - State Environmental Management Office	Mr.	Ken	Morefield	Morefield
FDOT - Office of Work Program	Ms.	Lisa	Saliba	Saliba
FDOT - Native American Coordination	Mr.	Roy	Jackson	Jackson
Florida Highway Patrol	Captain	John	Gourley	Gourley
Florida Department of State	Ms.	Alisssa	Slade Lotane	Slade Lotane
Florida Department of Agriculture	Commissioner	Adam	Putnam	Putnam
Florida Fish & Wildlife	Mr.	Brian S.	Yablonski	Yablonski
Northwest Florida Water Mgmt District	Mr.	Brett	Cyphers	Cyphers
West Florida Regional Planning Council	Mr.	Austin	Mount	Mount
West Florida Regional Planning Council	Ms.	Mary Beth	Washnock	Washnock
West Florida Regional Planning Council	Mr.	Gary	Kramer	Kramer
West Florida Regional Planning Council	Mr.	Brian	Youpatoff	Youpatoff
Florida-Alabama Transportation Planning Organization	Mr.	Jayer	Williamson	Williamson
Florida-Alabama Transportation Planning Organization	Mr.	Jim	Hunt	Hunt
Florida-Alabama Transportation Planning Organization	Mr.	Shawn	Ward	Ward
Pensacola Bay Area Chamber of Commerce	Mr.	Clay	Ingram	Ingram
Escambia County Area Transit	Mr.	Mike	Crittendon	Crittendon
Escambia County	Mr.	Horace	Jones	Jones
Escambia County	Mr.	Jack	Brown	Brown
Escambia County	Mr.	Mike	Weaver	Weaver
Assistant County Administrator	Ms.	Joy D.	Blackmon, P.E.	Blackmon
Escambia County	Mr.	Wes	Moreno	Moreno
Escambia County	Mr.	Jeffery	Kirschenfeld	Kirschenfeld
Escambia County	Ms.	Tonya	Gant	Gant
Escambia County		Pat	Johnson	Johnson
Escambia County	Mr.	Michael	Rhodes	Rhodes
Escambia County	Mr.	Colby	Brown	Brown
Escambia County	Mr.	Tommy	Turner	Turner
Escambia County	Ms.	Joy	Tsubooka	Tsubooka
Florida Department of Transportation - Motor Carrier Compliance	Mr.	Jeff	Frost	Frost

DRAFT

Escambia County School Board	Mr.	Rob	Doss	Doss
Florida Department of Transportation - Motor Carrier Compliance	Mr.	Steve	Park	Park

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

March 22, 2016

Public Kickoff Meeting for an Alternative Corridor Evaluation Study
Escambia Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95
Escambia County, Florida
ETDM Project Number: 14059

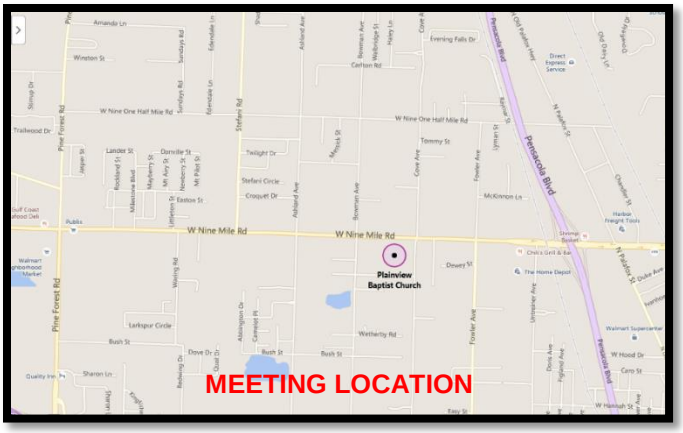
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If you have any questions regarding the proposed project or this meeting, please contact Gregory Allen, P.E., at (850) 466-4113 or via e-mail at gregory.allen@atkinsglobal.com.



DRAFT

NAME	ADDRESS	SITUS
ADAMS SCOTT A & LAURIE R	9933 ELERAL DR+PENSACOLA, FL 32526	9933 ELERAL DR
ADAMS SUSAN B EST OF	C/O THERESA BROWN+725 RIVER ANNEX RD+CANTONMENT, FL 32533	725 RIVER ANNEX RD
AEPPLI JAMES E & BRENDA H	201 JACKS BRANCH RD+CANTONMENT, FL 32533	201 JACKS BRANCH RD
AIRPLANE SERVICES INC	1817 MINERAL SPRINGS RD+JAY, FL 32565	5900 W NINE MILE RD
ALLEN CLYDE P & HELEN L	2811 ANNIE BELL CT+CANTONMENT, FL 32533	2800 BLK ANNIE BELL CT
ALLEN EDWARD A JR &	10731 BEULAH RD+PENSACOLA, FL 32526	10731 BEULAH RD
ALLEN MARY BENNETT	3509 HWY 29 N+CANTONMENT, FL 32533	3509 HIGHWAY 29 N
ALLISON SHAYNE E & LAURA M	PO BOX 404+MOLINO, FL 32577	2075 BARRINEAU PARK RD
ALVES MICHAEL S	3304 MESSENA DR+PENSACOLA, FL 32526	3304 MASSENA DR
AMERICAN TOWER ASSET SUB LLC	PO BOX 723597+ATTN PROPERTY TAX DEPT+ATLANTA, GA 31139	13000 BLK BEULAH RD
ANDERSON KIMBERLY D &	180 MOLLY DR+CANTONMENT, FL 32533	180 MOLLY DR
ANDERSON TERRY	1375 RIVER ANNEX RD+CANTONMENT, FL 32533	1375 RIVER ANNEX RD
ANEMCG2	5101 N 12TH AVE+PENSACOLA, FL 32504	HILLOCK DR
ANGER JAMES JR &	3450 JOHN WILSON RD+CANTONMENT, FL 32533	3450 JOHN WILSON RD
ANNESE FEDELE &	3004 NE 5TH TER # 105+WILTON MANORS, FL 33334	CHIPPENDALE RD
ARGABRITE DENNIS C &	157 NAVARRO RD+CANTONMENT, FL 32533	157 NAVARRO RD
ARGABRITE NANCY H PERSINGER	157 NAVARRO RD+CANTONMENT, FL 32533	157 NAVARRO RD
ARNOLD CHARLES E JR &	34110 DUCK RD+ROBERTSDALE, AL 36567	1011 JACKS BRANCH RD
ARNOLD MARION J & PATRICIA B	1300 JACKS BRANCH RD+CANTONMENT, FL 32533	1300 JACKS BRANCH RD
ARNOLD MARION J SR	1300 JACKS BRANCH RD+CANTONMENT, FL 32533	1100 BLK JACKS BRANCH RD
ARNOLD WILLIAM A & VIVIAN J	1090 JACKS BRANCH RD+CANTONMENT, FL 32533	1100 JACKS BRANCH RD
ARNOLD WILLIAM A JR	1120 JACKS BRANCH RD+CANTONMENT, FL 32533	1120 JACKS BRANCH RD
ATHERTON JAMES D &	11104 BRIDGE CREEK DR+PENSACOLA, FL 32506	1445 MUSCOGEE RD
AVERY ROGER R & MERLYN R	10741 BEULAH RD+PENSACOLA, FL 32526	10741 BEULAH RD
BAGGETT DAVID T	3372 BO PEG RD+CANTONMENT, FL 32533	3372 BO PEG RD
BAGGETT DELORES C	3354 BO PEG RD+CANTONMENT, FL 32533	3354 BO PEG RD
BAGWELL TERRY E & BRENDA K	1650 MUSCOGEE RD+CANTONMENT, FL 32533	1650 MUSCOGEE RD
BARDIN JOHN D & MARLENE M	6454 MEADOW FIELD CIR+PENSACOLA, FL 32526	6454 MEADOW FIELD CIR
BARNES JERRY R & LYNDA M	3331 BO PEG RD+CANTONMENT, FL 32533	3331 BO PEG RD
BARNES JOHNNIE R & JERRIE A	901 RIVER ANNEX RD+CANTONMENT, FL 32533	901 RIVER ANNEX RD
BARRINEAU ESTATE LTD	5341 MOLINO RD+MOLINO, FL 32577	300 BLK ANDALUSIA RD
BARRINEAU PARK ESTATES EAST	1298 GOLDENROD RD+CANTONMENT, FL 32533	SCHIFKO RD

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BARRY DEBI SUE	2155 HWY 196+MOLINO, FL 32577-5156	2155 BARRINEAU PARK
BEAGLES EUGENE &	1415 MUSCOGEE RD+CANTONMENT, FL 32533	1415 MUSCOGEE RD
BEAMS OF LIGHT	C/O SAMUEL LANSDON+5701 MOLINO RD+MOLINO, FL 32577	3825 HIGHWAY 29 N
BEASLEY JIM G &	10800-A BEULAH RD+PENSACOLA, FL 32526	10800 BEULAH RD
BEASLEY JOHN H & VIVIAN W	251 SAN CARLOS RD+CANTONMENT, FL 32533	251 SAN CARLOS RD
BECK SHELBY	1851 BOOTH LAKE RD+CANTONMENT, FL 325337017	1851 BOOTH LAKE RD
BENAUER MARY E	460 KITTRELL RD+CANTONMENT, FL 32533	460 KITTRELL ST
BENEFIELD JACKOWYN E &	130 JACKS BRANCH RD+CANTONMENT, FL 32533	130 JACKS BRANCH RD
BENEFIELD WILLIAM R &	130 JACKS BRANCH RD+CANTONMENT, FL 32533	OFF GREEN TREE CIR
BENTON BLAIR C & CLAIRE K	3341 BO PEG RD+CANTONMENT, FL 32533	3341 BO PEG RD
BERRY JOHN I & MARGARITA C	2441 SPYGLASS CIR+PENSACOLA, FL 32526	BEULAH RD
BETHUNE JAMES S & TERESA S	2121 MATHISON RD+CANTONMENT, FL 32533	2100 BLK MATHISON RD
BEULAH PROPERTIES LLC	106 STONE BLVD+CANTONMENT, FL 32533	
BEYL KENT E & SYLVIA R	10756 BEULAH RD+PENSACOLA, FL 32526	10756 BEULAH RD
BIGGS FAYE A	500 ANNIE BELL DR+CANTONMENT, FL 32533	500 ANNIE BELL DR
BINDU ENTERPRISES LLC	1239 MUSCOGEE RD+CANTONMENT, FL 32533	1239 MUSCOGEE RD
BITTLE JEANNIE D	3309 MASSENA DR+PENSACOLA, FL 32526	3309 MASSENA DR
BLACKBURN EARL E & LUELLA E	3424 NATHERLY DR+PENSACOLA, FL 32526	3424 NATHERLY DR
BLACKLEDGE LAUREN	625 JACKS BRANCH RD+CANTONMENT, FL 32533	625 JACKS BRANCH RD
BLACKMON CHRISTIN	9980 LYNNDALE DR+PENSACOLA, FL 32526	9980 LYNNDALE DR
BLACKMON JOHNNIE R & CANDACE E	3271 MASSENA DR+PENSACOLA, FL 32526	3271 MASSENA DR
BLACKWELL RYAN L	1105 RIVER ANNEX RD+CANTONMENT, FL 32533	1105 RIVER ANNEX RD
BLANTON LESLIE YVETTE	382 ANNIE BELLE RD+CANTONMENT, FL 32533	382 ANNIE BELLE RD
BLOCKER RONALD &	1962 WELL LINE RD+CANTONMENT, FL 32533	1962 WELL LINE RD
BOLTON DANIEL J JR	3643 WILDER RD+CANTONMENT, FL 32533	3643 WILDER RD
BOMMARITO JOSEPH H	PO BOX 3643+PENSACOLA, FL 32516	1441 COUNTRY HILLS DR
BOOTH JOHN & ANDREA	3294 SCHIFKO RD+CANTONMENT, FL 32533	3294 SCHIFKO RD
BOSWELL DELTON E JR & TAMMY J	1401 RIVER ANNEX RD+CANTONMENT, FL 32533	1401 RIVER ANNEX RD
BOSWELL KIM	961 JACKS BRANCH RD+CANTONMENT, FL 32533	961 JACKS BRANCH RD
BOUDREAUX SUSAN CONNELL TRUSTEE FOR CONNELL DE	2401 BAYOU BLVD+PENSACOLA, FL 32503	3301 BO PEG RD
BOWERS GABRIELLA R SALTER	458 KITTRELL RD+CANTONMENT, FL 32533	458 KITTRELL ST
BOWMAN DONNIS L 20% INT	322 PONDEROSA LN+FLOMATON, AL 36441	1141 MUSCOGEE RD
BRADLEY TROY & ALLYSON	13840 TIMBER CREEK DR+CANTONMENT, FL 32533	13840 TIMBER CREEK DR
BRAY BRENDA	50 GREENTREE CIR+CANTONMENT, FL 32533	JACKS BRANCH RD

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BRAY CYNTHIA RUSSO	651 JACKS BRANCH RD+CANTONMENT, FL 32533	651 JACKS BRANCH RD
BRAY JOHN D JR & BRENDA S	50 GREENTREE CIR+CANTONMENT, FL 32533	10 JACKS BRANCH RD
BRAY WILLIAM H	6510 TOETUCK DR+PENSACOLA, FL 32526	6510 TOETUCK DR
BRAZWELL BILLY & BEATRICE	9995 BEULAH RD+PENSACOLA, FL 32526	9995 BEULAH RD
BRECHT CHRISTOPHER M & TAMMY L	3288 MASSENA DR+PENSACOLA, FL 32514	3288 MASSENA DR
BRIAR RIDGE LLC	PO BOX 1392+PENSACOLA, FL 32591	
BRIGGS MATTHEW K &	9949 ELERAL DR+PENSACOLA, FL 32526	9949 ELERAL DR
BRITT CARL D & KARA JEAN	1543 SURREY GLEN COVE+MIDDLEBURG, FL 32068	2201 BRITT RD
BROOKS LISA ANNETTE WILEY	310 ANDALUSIA RD+CANTONMENT, FL 32533	310 ANDALUSIA RD
BROOMES DAVID A & DANA L	3620 POST OAK AVE+NEW ORLEANS, LA 70131-8408	3236 MASSENA DR
BROWN ANN C	10020 BEULAH RD+PENSACOLA, FL 32526	10020 BEULAH RD
BROWN BARRY S &	401 ALACHUA ST+BYRON, GA 31008	10019 CASTLEBERRY BLVD
BROWN LINTON	60 DOVER ST+NEWARK, NJ 07106	MUSCOGEE RD (OFF)
BROWN MICHAEL C &	2222 HWY 196+MOLINO, FL 32577	2222 HIGHWAY 196
BROWN SEAN A &	6255 FRANK REEDER RD+PENSACOLA, FL 32526	6255 FRANK REEDER RD
BROWN TAMMY &	2835 ANNIE BELL CT+CANTONMENT, FL 32533	2835 ANNIE BELL CT
BROWN TERRI DIXON JACKSON	3675 CRABTRE CHURCH RD+MOLINO, FL 32577	3727 WILDER RD
BROWN WADE B	3308 BO PEG RD+CANTONMENT, FL 32533	3308 BO PEG RD
BROWN WILLARD B TRUSTEE FOR	PO BOX 15386+PENSACOLA, FL 32514	400 BLK HIGHWAY 97 SOUTH
BRUCK ELIZABETH J LIFE EST &	496 LOWNDE AVE+PENSACOLA, FL 32507-3745	PENSACOLA BLVD
BURING KERRY DAVIS	3216 COPPER RIDGE CIR+CANTONMENT, FL 32533	861 JACKS BRANCH RD
BURKE MELANIE J	10751 BEULAH RD+PENSACOLA, FL 32526	10751 BEULAH RD
BURKE PHYLLIS S	173 NAVARRO RD+CANTONMENT, FL 32533	173 NAVARRO RD
BURKEY NATHAN J &	3240 MASSENA DR+PENSACOLA, FL 32526	3240 MASSENA DR
BUSBEE JEREMY C &	115 SANTA ROSA RD+CANTONMENT, FL 32533	115 SANTA ROSA RD
BUTLER CHARLES MARK	3791 WILDER RD+CANTONMENT, FL 32533	3791 WILDER RD
BYRD KENNETH	1962 WELL LINE RD+CANTONMENT, FL 32533	1900 BLK WELL LINE RD
CAFARELLA JAMES A & KAREN L	3292 MASSENA DR+PENSACOLA, FL 32526	3292 MASSENA DR
CAIN B MARK & KRISTIN L	260 JACKS BRANCH RD+CANTONMENT, FL 32533	365 JACKS BRANCH RD
CAIN BELVIN M	1735 BLANC LN+CANTONMENT, FL 32533	260 JACKS BRANCH RD
CAIN DANIEL A	210 JACKS BRANCH RD+CANTONMENT, FL 32533	210 JACKS BRANCH RD
CAIN DANIEL L & PEGGY D	200 JACKS BRANCH RD+CANTONMENT, FL 32533	200 JACKS BRANCH RD
CAIN LINDA ANN	4041 SCHIFKO RD+CANTONMENT, FL 32533	220 JACKS BRANCH RD
CAIN MICHAEL J	240 JACKS BRANCH RD+CANTONMENT, FL 32533	240 JACKS BRANCH RD

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CAINE DEAN W	1976 STOUT RD+CANTONMENT, FL 32533	1976 STOUT RD
CALHOUN RICHARD B &	2090 HWY 196+MOLINO, FL 32577	2090 HIGHWAY 196
CALLAHAN CHAD E &	1620 JACKS BRANCH RD+CANTONMENT, FL 32533	1620 JACKS BRANCH RD
CALLOWAY ROSA	C/O CHUCK AVERY+1017 EDANRUTH AVE+LA PUENTE, CA 91746-1611	BEULAH RD
CAMPBELL KENNETH W & THRESA I	13801 TIMBER CREEK DR+CANTONMENT, FL 32533	13801 TIMBER CREEK DR
CAMPBELL PAMELA	3251 N HWY 29+CANTONMENT, FL 32533	3251 HIGHWAY 29 NORTH
CAMPBELL PAMELA &	2646 MOLINO RD+MOLINO, FL 32577	3251 HIGHWAY 29 NORTH
CANAN MARK A & DEVIN LACEY	10985 COUNTRY OSTRICH DR+PENSACOLA, FL 32534	1445 RIVER ANNEX RD
CANNON STEVEN D &	1604 27TH ST+NICEVILLE, FL 32578	MUSCOGEE RD
CANNOVA JAMES S &	222 FARGO RD+CANTONMENT, FL 32533	222 FARGO RD
CAREY JOHN V JR & BETH R	10025 BEULAH RD+PENSACOLA, FL 32526	10025 BEULAH RD
CARLISLE HILARY	130 CARLISLE DRIVE+CANTONMENT, FL 32533	1800 MUSCOGEE RD
CARLISLE J F & GERALDINE	140 CARLISLE DR+CANTONMENT, FL 32533	140 CARLISLE DR
CARLISLE NORMAN K	130 CARLISLE DR+CANTONMENT, FL 32533	130 CARLISLE DR
CARNLEY LLOYD D & BRI A	114 FAIRPOINT DR+GULF BREEZE, FL 32561	195 NAVARRO RD
CARRAWAY GWEN R	1743 BOOTH LAKE RD+CANTONMENT, FL 32533	1743 BOOTH LAKE RD
CARTER SCOTT W	3416 NATHERLY DR+PENSACOLA, FL 32526	3416 NATHERLY DR
CASSELS CHRISTOPHER L	3376 BOPEG RD+CANTONMENT, FL 32533	3376 BO PEG RD
CHABANIK RICHARD J III	6398 CATTLE DR+PENSACOLA, FL 32526	6398 CATTLE DR
CHAPPELL MONTE E	128 SANTA ROSA RD+CANTONMENT, FL 32533	128 SANTA ROSA RD
CHARTERBANK FEDERAL SAVINGS ASSOCIATION	C/O CLEARWATER 103/LLC HEMMER CONSULTING LLC+1604 E JACKSON ST+PENSACOLA, FL 32501	2501 HIGHWAY 29
CHAVEZ FERNANDO & MARIA	5190 MOBILE HWY+PENSACOLA, FL 32526	11251 BEULAH RD
CHIDESTER GLEN A &	9936 ELERAL DR+PENSACOLA, FL 32526	9936 ELERAL DR
CHIMIAK RITA T	4681 BAYWOODS DR+PENSACOLA, FL 32504	1510 VERT LN
CHURCH FARM HILL UNITED METHODIST CHURCH INC	C/O BOB STEWART+1251 MUSCOGEE RD+CANTONMENT, FL 32533	1251 MUSCOGEE RD
CITARELLA MICHAEL B & TIFFANY M	12188 SAGE AVE+PENSACOLA, FL 32507	3404 NATHERLY DR
CLARK STEVEN A & JULIE G	10926 TRELLIS LN+PENSACOLA, FL 32526	10926 TRELLIS LN
CLAY CLARENCE D &	315 HUMMINGBIRD LN+LINDENHURST, IL 60046	3315 MASSENA DR
CLEARWATER 201 LLC	1604 E JACKSON ST+PENSACOLA, FL 32501	
CLYMER TINA KAY	300 JACKS BRANCH RD+CANTONMENT, FL 325339116	300 JACKS BRANCH RD
COBB DANIELLE A	901 JACKS BRANCH RD+CANTONMENT, FL 32533	901 JACKS BRANCH RD
COBB EZRA H SR EST OF	C/O MARY COBB CURRIE+3223 WINDMILL CIR+CANTONMENT, FL 32533	6366 FRANK REEDER RD

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COBB MARSHA	9929 BEULAH RD+PENSACOLA, FL 32526	9929 BEULAH RD
COCKRELL WILLIAM D & VIVIAN L	2150 WINDHAM DR+MOLINO, FL 32577	2100 BLK WINDHAM DR
COHRON SANDRA LIFE EST &	380 ANNIE BELL DR+CANTONMENT, FL 32533	380 ANNIE BELL DR
COLLINS DANNY E &	3417 BOPEG RD+CANTONMENT, FL 32533	3417 BOPEG RD
COLLINS GEORGIETTE M EST OF	963 RIVER ANNEX RD+CANTONMENT, FL 32533	963 RIVER ANNEX RD
CONLEY H THOMAS &	1748 JACKS BRANCH RD+CANTONMENT, FL 32533	1748 JACKS BRANCH RD
CONLEY MARY GWENDOLYN	45 GREENTREE CIR+CANTONMENT, FL 32533	45 GREEN TREE CIR
CONNELL ERNESTINE BAARS	2401 BAYOU BLVD+PENSACOLA, FL 32503	
CONNELL JOHN J &	9912 ELERAL DR+PENSACOLA, FL 32526	9912 ELERAL DR
CONNELL RALPH M	2401 BAYOU BLVD+PENSACOLA, FL 32503	OFF BOOTH LAKE RD
CONNER CLEO	PO BOX 266+CANTONMENT, FL 32533	1435 MUSCOGEE RD
CONNOR STANLEY C JR	2501 MUSCOGEE RD+CANTONMENT, FL 32533	2501 MUSCOGEE RD
COOK JAMES BRUCE &	13899 BEULAH RD+CANTONMENT, FL 32533	13899 BEULAH RD
COOK JOHN F & PATRICIA	667 TAFT SKIPPER RD+GEORGIANA, AL 36033-5351	2100 BLK BEAVER DAM LN
COOK LINDA STEVENS	71 GREENTREE CIR+CANTONMENT, FL 32533	71 GREEN TREE CIR
COOLEY STEPHEN B	4464 BROOKHAVEN TERRACE+CLARKSVILLE, TN 37043	300 ANNIE BELL DR
COONROD MARK R &	1500 VERT LN+CANTONMENT, FL 32533	1500 VERT LN
COOPER WILLIAM W	2145 MATHISON RD+CANTONMENT, FL 32533	2145 MATHISON RD
COSENTINO JACEY JEAN	10070 BEULAH RD+PENSACOLA, FL 32526	10070 BEULAH RD
COTTON EDWARD M &	4045 WINDSOR LN+PACE, FL 32571	3400 BLK JOHN WILSON RD
COTTON PATRICK A & ANGELA S	2018 MATHISON RD+CANTONMENT, FL 32533	2018 MATHISON RD
COUNTRY HILLS HOMEOWNER'S ASSOCIATION	1510 COUNTRY HILLS DR+CANTONMENT, FL 32533	COUNTRY HILLS RD
COURSEY JACK K & KATHY JEAN	6450 MEADOW FIELD CIR+PENSACOLA, FL 32526	6450 MEADOW FIELD CIR
COUTURE MICHAEL P & REGINA D	9951 LYNNDALE DR+PENSACOLA, FL 32526	9951 LYNNDALE DR
COVAL ROSE ANN	68 GREENTREE CIR+CANTONMENT, FL 32533	68 GREEN TREE CIR
CRABTREE H CLAY	2744 HWY 196+MOLINO, FL 32577	3009 HIGHWAY 196
CRAIG EDDIE L & CHRISTINA	3261 SCHIFKO RD+CANTONMENT, FL 32533	456 KITTRELL ST
CRAIG LEONARD & SUSANNAH	129 SANTA ROSA RD+CANTONMENT, FL 32533	129 SANTA ROSA RD
CREIGHTON ROBERT B III	13835 TIMBER CREEK RD+CANTONMENT, FL 32533	13835 TIMBER CREEK RD
CRENSHAW WILLIAM H	10650 BEULAH RD+PENSACOLA, FL 32526	10650 BEULAH RD
CRISWELL JAMES E & CYNTHIA K	PO BOX 132+CANTONMENT, FL 32533	2151 WINDHAM DR
CROCKETT ROBERT M	3267 MASSENA DR+PENSACOLA, FL 32526	3267 MASSENA DR
CROOM NEAL & JANA	3400 NATHERLY DR+PENSACOLA, FL 32526-4540	3400 NATHERLY DR
CROSSWRIGHT EVELYN S LIFE EST	1202 E YONGE ST+PENSACOLA, FL 32503	MCQUEENS DR (OFF)

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CROWN CASTLE GT CO LLC	4017 WASHINGTON RD+PMB 353+MCMURRAY, PA 15317	13012 BEULAH RD
CUMULUS WIRELESS SERVICES INC	3280 PEACHTREE RD NW STE 2300+ATLANTA, GA 30305	OFF HWY 97
CURREY ALLISON L	160 N CARDINAL PRIVADO+ONTARIO, CA 91764-4100	10917 TRELLIS AVE
CURTIS DOUGLAS W & REBECCA C	6275 FRANK REEDER RD+PENSACOLA, FL 32526	6275 FRANK REEDER RD
CUTLER EMILEE	1295 CUTLER TRAIL SE+BROOKHAVEN, MS 39601	1974 WELLLINE RD
CUTTING KEVIN L	1870 STOUT RD+CANTONMENT, FL 32533	1870 STOUT RD
DAMCOTT VALERIE M	6402 MEADOW FIELD CIR+PENSACOLA, FL 32526	6402 MEADOW FIELD CIR
DANG TAN V &	10013 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10013 CASTLEBERRY BLVD
DANIELS BARBARA F	6221 FRANK REEDER RD+PENSACOLA, FL 32526	6221 FRANK REEDER RD
DANNELLEY JOSHUA J &	10066 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10066 CASTLEBERRY BLVD
DAVIDSON CARROLL LYN	1750 MUSCOGEE RD+CANTONMENT, FL 32533	1750 MUSCOGEE RD
DAVIDSON ROBERT H &	3714 WILDER RD+CANTONMENT, FL 32533	3714 WILDER RD
DAVIS CHARLOTTE M	1421 RIVER ANNEX RD+CANTONMENT, FL 32533	1421 RIVER ANNEX RD
DAVIS KEVIN M &	6111 ENTERPRISE DR APT 2001+PENSACOLA, FL 32505-1644	1700 BLK CHIPPENDALE RD
DAVIS MICHAEL D &	9913 ELERAL DR+PENSACOLA, FL 32526	9913 ELERAL DR
DAVIS MICHAEL W &	1500 BRITT RD+CANTONMENT, FL 32533	1700 BRITT ROAD
DDJ LAND COMPANY LLC	PO BOX 3717+PENSACOLA, FL 32516	900 BLK JACKS BRANCH RD
DEAN CUPIE D &	2301 TOBIE DEAN RD+CANTONMENT, FL 32533	2301 TOBIE DEAN RD
DEASE TIMOTHY J SR &	551 EARL GENE RD+CANTONMENT, FL 32533	551 EARL GENE RD
DEVINE FARMS LLC	PO BOX 12603+PENSACOLA, FL 32591	
DEWDNEY ANDREA M	3225 MASSENA DR+PENSACOLA, FL 32526	3225 MASSENA DR
DEYTON JOHN R & PRISCILLA	433 JACKS BRANCH RD+CANTONMENT, FL 32533	433 JACKS BRANCH RD
DEYTON SHEILA D	555 JACKS BRANCH RD+CANTONMENT, FL 32533	555 JACKS BRANCH RD
DIAMOND SHARON MARIE &	1449 RIVER ANNEX RD+CANTONMENT, FL 32533	1449 RIVER ANNEX RD
DIEHL JUDITH A	PO BOX 647+CANTONMENT, FL 32533	1570 MUSCOGEE RD
DIOCESE OF PENSACOLA	11 N B ST+PENSACOLA, FL 32502	1100 BLK ANDALUSIA RD
DIX BOBBY	801 JACKS BRANCH RD+CANTONMENT, FL 32533	801 JACKS BRANCH RD
DIXON DONALD R JR	3731 WILDER RD+CANTONMENT, FL 32533	3731 WILDER RD
DIXON DONALD R SR & CAROLYN D	3741 WILDER RD+CANTONMENT, FL 32533	3741 WILDER RD
DIXON PENNI SUE	3729 WILDER RD+CANTONMENT, FL 32533	3729 WILDER RD
DOCHERTY JOHN H & GLADYS A	3689 WILDER RD+CANTONMENT, FL 32533	3689 WILDER RD
DOGWOOD CREEK HILL HOMEOWNERS ASSN INC	C/O JAMES & CYNTHIA CRISWELL+2151 WINDHAM DR+MOLINO, FL 32577	HIGHWAY 196 AT WINDHAM DR
DONADO VICTOR P JR &	6036 PATCH LN+PENSACOLA, FL 32526	6036 PATCH LN
DONAHOO WILLIAM T &	13865 TIMBER CREEK RD+CANTONMENT, FL 32533	13865 TIMBER CREEK DR

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DOUCETTE MEGAN C	3320 BO PEG RD+CANTONMENT, FL 32533	3320 BO PEG RD
DOWNS BRANDON A 1/4 INT &	3684 BOAT ROCK LN+KENNESAW, GA 30144	
DUBOSE ELEANOR JEANETTE	20425 DONOVAN DR+SEMINOLE, AL 36574	10605 BEULAH RD
DUGAS MICHAEL L JR	321 ANNIE BELL DR+CANTONMENT, FL 32533	321 ANNIE BELLE DR
DUNCAN JUDY	391 JACKS BRANCH RD+CANTONMENT, FL 32533	391 JACK BRANCH RD
DUSPIWA HARRY J & BETTY J	3220 MASSENA DR+PENSACOLA, FL 32526	3220 MASSENA DR
DYKES JOHN S JR	115 ANDALUSIA ROAD+CANTONMENT, FL 32533	115 ANDALUSIA RD
EDDINS HANNAH R	1009 BROWNFIELD ROAD+PENSACOLA, FL 32526	1099 RIVER ANNEX RD
EDDINS JERRY L & KATHRYN	3418 BO PEG RD+CANTONMENT, FL 32533	3418 BO PEG RD
EDWARDS SHERWOOD S	9931 LYNNDALE DR+PENSACOLA, FL 32526	9931 LYNNDALE DR
ELDER JAMES M &	423 ANNIE BELL DR+CANTONMENT, FL 32533	423 ANNIE BELL DR
ELERAL ESTATES HOMEOWNERS ASSOCIATION	2755 FENWICK RD+PENSACOLA, FL 32526	
ELLISON GARRY T	2200 W KINGSFIELD RD+CANTONMENT, FL 32533	9920 LYNNDALE DR
EMERALD COAST UTILITIES AUTHORITY	PO BOX 15311+PENSACOLA, FL 32514	3200 BLK MASSENA DR
EMMONS FRANK D & DORIS M	2126 BEAVER DAM LN+CANTONMENT, FL 32533	2126 BEAVER DAM LN
ENGLAND O STEVE & CATHY J	806 COULTER AVE+CANTONMENT, FL 32533	300 BLK ANDALUSIA RD
ENGLISH EDMOND A	10005 BEULAH RD+PENSACOLA, FL 32526	10005 BEULAH RD
ENSLEY LAWRENCE L	1771 BOOTH LAKE RD+CANTONMENT, FL 32533	1771 BOOTH LAKE RD
ENTERKIN SANDRA K TRUSTEE	1401 DARBY LN+CANTONMENT, FL 32533	1401 DARBY LN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONER	221 PALAFOX PL STE 420+PENSACOLA, FL 32502	13012 BEULAH RD
ESCOBAR EDWARD	3707 SUNNYSIDE STREET+PENSACOLA, FL 32507	241 HIGHWAY 97 SOUTH
EVANS SUSAN PATRICIA	152 DEERWOOD LAKE DR+HARPERSVILLE, AL 35078	9930 LYNNDALE DR
EVERSOLE JERRY E	PO BOX 1556+ROBERTSDALE, AL 365671556	13000 BLK TIMBER CREEK RD
EWY PETER & SHERRY	590 EARL GENE RD+CANTONMENT, FL 32533	590 EARL GENE RD
EXIT 3 INVESTMENTS LLC	695 31ST STREET S+SAINT PETERSBURG, FL 33712	2145 HIGHWAY 196
EXIT ONE DEVELOPMENT GROUP LLC	17 E MAIN ST+STE 200+PENSACOLA, FL 32502	
FAILS TOMMY & ROSE	1780 MUSCOGEE RD+CANTONMENT, FL 32533	1780 MUSCOGEE RD
FANNING LOUIS R & PAMELA D	12 FELIZ AVE+PENSACOLA, FL 32534	690 JACKS BRANCH RD
FARM HILL UNITED METHODIST CHURCH	C/O BOB STEWART+131 BALBOA RD+CANTONMENT, FL 32533	1251 MUSCOGEE RD
FAULKNER MARY LOU &	PO BOX 218+CANTONMENT, FL 32533	2 JACKS BRANCH RD
FEDERAL NATIONAL MORTGAGE ASSOCIATION	C/O FINANCIAL FREEDOM+2900 ESPERANZA CROSSING+AUSTIN, TX 78758	3521 RIDGECREST LN
FELLER JOHN C	1799 BOOTH LAKE RD+CANTONMENT, FL 32533	1799 BOOTH LAKE RD
FERGUSON CARL L III	9965 BEULAH RD+PENSACOLA, FL 32526	9965 BEULAH RD
FLOWERS JAMES L & MARY J	10051 ISAACS LN+PENSACOLA, FL 32526	10051 ISAACS LN

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FLOYD JOE W & GLADYS	1726 BOOTH LAKE RD+CANTONMENT, FL 32533	1726 BOOTH LAKE RD
FLYNN DONNA NELSON	7712 LAKESIDE DR+MILTON, FL 325838646	10730 BLK BEULAH RD
FOLEY LINDA O &	114 SANTA ROSA RD+CANTONMENT, FL 325339138	114 SANTA ROSA RD
FORAGE ESTATES HOMEOWNERS ASSOCIATION INC	2655 BARRINEAU PARK RD+MOLINO, FL 32577	CATTLE DR
FOSTER LINDA ELEASE	PO BOX 913+GONZALEZ, FL 32560	1138 MUSCOGEE RD
FOX MICHAEL D & JACQUELYN F	1986 WELL LINE RD+CANTONMENT, FL 32533	1986 WELL LINE RD
FRITZ-COOPER KATHERINE A	75 GREENTREE CIR+CANTONMENT, FL 32533	75 GREEN TREE CIR
FRY RICHARD L & JANET J	2169 HWY 196+MOLINO, FL 32577	2169 BARRINEAU PARK RD
FRYMAN DAVID T	2600 BARRINEAU PARK RD+MOLINO, FL 32577	4400 BLK CHESTNUT RD
FRYMAN TRAVIS	C/O CSI CAPITAL MANAGEMENT+2600 BARRINEAU PARK RD+MOLINO, FL 32577	BLK BARRINEAU PARK RD
FULTON CHARLES R & MARGARET B	365 MEADOW RIDGE DR+TALLAHASSEE, FL 32312	3300 BLK N HIGHWAY 29 BLVD
GANEY DONALD W & DEBRA J	1447 RIVER ANNEX RD+CANTONMENT, FL 32533	1447 RIVER ANNEX RD
GARRETT F M &	ROUTE 3+CANTONMENT, FL 32533	MUSCOGEE RD OFF
GASKIN BOBBY F & STEPHANIE A	13805 TIMBER CREEK DR+CANTONMENT, FL 32533	13805 TIMBER CREEK DR
GAYLARD ROGER M & JANIE C	263 SAN CARLOS RD+CANTONMENT, FL 32533	263 SAN CARLOS RD
GEORGE MARK J II &	594 EARL GENE RD+CANTONMENT, FL 32533	594 EARL GENE RD
GHIGLIOTTY RICHARD D & CAROLYN E	10640 BEULAH RD+PENSACOLA, FL 32526	10640 BEULAH RD
GIBBONS DOROTHY LEE TRUSTEE	9980 REBEL RD+PENSACOLA, FL 32526	9980 REBEL RD
GIBBS CARLA &	4143 OLD ATMORE RD+FLOMATON, AL 36441	445 KITTRELL ST
GIBSON ARLO R JR &	819 OAKLAND PARK BLVD+WINTER GARDEN, FL 34787	10 BLK JACKS BRANCH RD
GILMORE CRAIG L & PATRICIA A	6285 FRANK REEDER RD+PENSACOLA, FL 32526	6300 BLK FRANK REEDER RD
GIRAUD JOSE A & SHARON W	3843 WILDER RD+CANTONMENT, FL 32533	3843 WILDER RD
GIVENS OSSIE H 2/8 INT &	1504 THAMES DR+FOLEY, AL 36535	1615 MUSCOGEE RD
GLEATON ERIC	102 E NINE MILE RD+PENSACOLA, FL 32534	252 SAN CARLOS RD
GLOVER SHON W &	583 PINEBROOK CIR+CANTONMENT, FL 32533	470 ANNIE BELLE DR
GOETTER CHAD E	3385 HWY 29 N+CANTONMENT, FL 32533	3385 N HIGHWAY 29
GOOLSBY ALBERT H &	1122 JACKS BRANCH RD+CANTONMENT, FL 32533	1122 JACKS BRANCH RD B
GOOLSBY ALBERT H &	1122 JACKS BRANCH RD+CANTONMENT, FL 32533	1122 JACKS BRANCH RD A
GOOLSBY DONALD A & DONNA M	1124 JACKS BRANCH RD+CANTONMENT, FL 32533	1124 JACKS BRANCH RD
GRAHAM RICHARD R &	9909 ELERAL DR+PENSACOLA, FL 32526	9909 ELERAL DR
GRAMMER JAMES R & TONI L	1450 COUNTRY HILLS DR+CANTONMENT, FL 32533	1450 COUNTRY HILLS RD
GRANT WILFORD &	1605 MUSCOGEE RD+CANTONMENT, FL 32533	1605 MUSCOGEE RD
GRAY CHARLES E & EMMA B	261 SHAY TRL+CANTONMENT, FL 32533	3000 BLK N HIGHWAY 29
GRAY CYNTHIA	1475 MUSCOGEE RD+CANTONMENT, FL 32533	1475 MUSCOGEE RD

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GRAY EVA	C/O WILLIE GRAY+43 STANLEY RD SOUTH+SOUTH ORANGE, NJ 07079	1440 MUSCOGEE RD
GRAY LEONARD ESTATE OF	1470 MUSCOGEE RD+CANTONMENT, FL 32533	1945 MUSCOGEE RD
GRAY PERRY JR &	1470 MUSCOGEE RD+CANTONMENT, FL 32533	1470 MUSCOGEE RD
GRAY TAYLOR M	100 FARGO RD+CANTONMENT, FL 32533	100 FARGO RD
GREEN EMORY R & LOREETA J	1250 LAVANDA LN+CANTONMENT, FL 32533	1250 LAVANDA LN
GREENE KAY	3551 RIDGECREST LN+CANTONMENT, FL 32533	3551 RIDGECREST LN
GRIFFIN GRAIG A & GEORGIA L	1404 DARBY LN+CANTONMENT, FL 32533	1404 DARBY LN
GRIFFITH MICHAEL J	PO BOX 848+PENSACOLA, FL 32591-0848	2175 MATHISON RD
GRIFFITH RAYMOND L &	P O BOX 346+GONZALEZ, LA 32560	
GROSS JOHNNY L & SANDRA	1757 BOOTH LAKE RD+CANTONMENT, FL 32533	1757 BOOTH LAKE RD
GUEST JOSHUA R	1453 RIVER ANNEX RD+CANTONMENT, FL 32533	1453 RIVER ANNEX RD
GULF POWER CO	1 ENERGY PL+PENSACOLA, FL 32520-0093	330 JACKS BRANCH RD
GUNTNER BARRY R &	330 ANNIE BELL DR+CANTONMENT, FL 32533	330 ANNIE BELL DR
GUY MORGAN S &	3312 OIL WELL RD+FLOMATON, AL 36441	95 GREEN TREE CIR
GUY RITA G	95 GREENTREE CIR+CANTONMENT, FL 32533	300 BLK JACKS BRANCH RD
GUY RITA G	95 GREENTREE CIR+CANTONMENT, FL 32533	90 BLK GREEN TREE CIR
HA HANH NHU	1939 COUNTY ROAD 81+VALLEY GRANDE, AL 36703-9327	3365 N HIGHWAY 29
HABER LISA S &	3751 WILDER RD+CANTONMENT, FL 32533	3763 WILDER RD
HABER MICHAEL J &	3751 WILDER RD+CANTONMENT, FL 32533	3751 WILDER RD
HADDEN LARRY D & BERNICE D	601 JACKS BRANCH RD+CANTONMENT, FL 32533	601 JACKS BRANCH RD
HAGENDORFERS CONSTRUCTION INC	3150 LAKE SUZANNE DR+CANTONMENT, FL 32533	
HAGLER CONNER &	PO BOX 805+CANTONMENT, FL 32533	460 ANNIE BELL LN 1
HAGLER SANDRA KAY	450 ANNIE BELL DR+CANTONMENT, FL 32533	450 ANNIE BELL DR
HAIRELSON GEORGE	10941 TRELLIS LN+PENSACOLA, FL 32526	10941 TRELLIS LN
HALL STEPHAN DEMPSY	535 TEMPLE HILL DR+PENSACOLA, FL 32534	499 ANNIE BELL DR
HAMILTON OLIVIA KITTRELL	1260 MUSCOGEE RD+CANTONMENT, FL 32533	1260 MUSCOGEE RD
HAMMOCK DANIELLE D &	3284 MASSENA DR+PENSACOLA, FL 32526	3284 MASSENA DR
HANDROP IRMA LEE	9855 BEULAH RD+PENSACOLA, FL 32526	9855 BEULAH RD
HARDY HELEN LOUISE	656 JACKS BRANCH RD+CANTONMENT, FL 32533	652 JACKS BRANCH RD
HARDY WILLIAM T &	3300 MASSENA DR+PENSACOLA, FL 32526	3300 MASSENA DR
HARE JOSHUA T	13894 BEULAH RD+CANTONMENT, FL 32533	13894 N BEULAH RD
HARRIS JACQUALINE G	PO BOX 332+CANTONMENT, FL 325330332	1147 MUSCOGEE RD
HARRIS RUSSELL H LIFE EST	1115 ISABELL RD+CANTONMENT, FL 32533	1148 MUSCOGEE RD
HARRIS TONY J & DAWN C	1840 STOUT RD+CANTONMENT, FL 32533	1840 STOUT RD

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HARRISON LOVONDA CHAPPELL &	124 SANTA ROSA RD+CANTONMENT, FL 32533	100 BLK SANTA ROSA RD
HARRISON MORRIS E	1096 RIVER ANNEX RD+CANTONMENT, FL 32533	1096 RIVER ANNEX RD
HARRISON ROBERT D & LAVONDA C	124 SANTA ROSA RD+CANTONMENT, FL 32533	124 SANTA ROSA RD
HART WARREN D & ROBERTA N	1956 WELL LINE RD+CANTONMENT, FL 32533	1956 WELL LINE RD
HASSEBROCK AMANDA LEIGH	1787 BOOTH LAKE RD+CANTONMENT, FL 32533	1787 BOOTH LAKE RD
HASSELL RONNIE L JR &	761 JACKS BRANCH RD+CANTONMENT, FL 32533	761 JACKS BRANCH RD
HEARD JASPER C	320 WASHBARN ST+PENSACOLA, FL 32514	1485 MUSCOGEE RD
HECKMAN JASON W &	9917 ELERAL DR+PENSACOLA, FL 32526	9917 ELERAL DR
HELMS OLGA A	10100 HILLVIEW DR APT 429 B+PENSACOLA, FL 32514	1400 BLK JACKS BRANCH RD
HELTON DORIS O	730 LEXINGTON RD+PENSACOLA, FL 32514	10191 ISAACS LN
HELTON JEFFERSON C & KIMBERLY L	10790 BEULAH RD+PENSACOLA, FL 32526	10790 BEULAH RD
HENDRIX BILLY R & YVONNE	670 JACKS BRANCH RD+CANTONMENT, FL 32533	670 JACKS BRANCH RD
HENDRIX DONALD W &	6161 CHESTNUT RD+MOLINO, FL 32577	3400 BLK HIGHWAY 29 NORTH
HENLEY COLLEEN LIFE EST &	131 SANTA ROSA RD+CANTONMENT, FL 32533	131 SANTA ROSA RD
HERMAN ROGER D JR & HERMAN ABIGAIL S	920 CHARLEMAGNE DR+CANTONMENT, FL 32533	920 CHARLEMAGNE DR
HERNANDEZ ADAM A & SERINA A	8301 LAKEVIEW PKWY STE 111 # 119+ROWLETT, TX 75088	3419 NATHERLY DR
HERNDON RICKY D & HERNDON TRACI L	8190 BELL PINE LN+PENSACOLA, FL 32526	10000 BLK BEULAH RD
HETHERINGTON CHAD E &	DAVID BLOODWORTH+19 JACKS BRANCH RD+CANTONMENT, FL 32533	19 JACKS BRANCH RD
HICKS COLIN R &	3541 HWY 29 N+CANTONMENT, FL 32533	3541 HIGHWAY 29 N
HICKS JOSHUA L	10072 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10072 CASTLEBERRY BLVD
HILLERBY MIRIAM L &	497 ANNIE BELL DR+CANTONMENT, FL 32533	497 ANNIE BELL DR
HO MINH V & THU NGUYEN	9905 ELERAL DR+PENSACOLA, FL 32526	9905 ELERAL DR
HODGE AARON S	321 SAN CARLOS RD+CANTONMENT, FL 32533	321 SAN CARLOS RD
HODGE DAVID C &	333 SAN CARLOS RD+CANTONMENT, FL 32533	333 SAN CARLOS RD
HODGE GORDON &	72 GREENTREE CIR+CANTONMENT, FL 32533	72 GREEN TREE CIR
HODGE JACKIE O &	272 SAN CARLOS RD+CANTONMENT, FL 32533	301 SAN CARLOS RD
HODGE PEGGY JO	272 SAN CARLOS RD+CANTONMENT, FL 32533	272 SAN CARLOS RD
HOGGATT TODD M	6336 RICE ST+MILTON, FL 32583	385 ANNIE BELL DR
HOLIDAY BUILDERS INC	2293 W EAU GALLIE BLVD+MELBOURNE, FL 32935	6395 CATTLE DR
HOLLAND WILLIE E & GLORIA J	680 JACKS BRANCH RD+CANTONMENT, FL 32533	680 JACKS BRANCH RD
HOLLIMAN DAVID C	6390 CATTLE DR+PENSACOLA, FL 32526	6390 CATTLE DR
HOLMAN MICHAEL B & RENE N	3525 HWY 29 N+CANTONMENT, FL 32533	3525 HIGHWAY 29 N
HOLMES KATHALEEN MICHELLE	2121 WINDHAM DR+MOLINO, FL 32577	2121 WINDHAM DR
HOLTSCHNIEDER PAULA M	2185 HWY 196+MOLINO, FL 32577	2185 HWY 196

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HOMOLA JANE H EST OF	C/O HIGGINSON+PO BOX 5766+NAVARRE, FL 32566	RIVER ANNEX RD
HOUSTON CHRISTOPHER K & JANIE S	6231 FRANK REEDER RD+PENSACOLA, FL 32526	6231 FRANK REEDER RD
HOWARD KEITH J & CHERYL M	3283 MASSENA DR+PENSACOLA, FL 32526	3283 MASSENA DR
HOYNACKI WILLIAM F II & JANNA K	10920 TRELLIS LN+PENSACOLA, FL 32526	10920 TRELLIS LN
HUFF LARRY W & SUSAN R	1970 WELL LINE RD+CANTONMENT, FL 32533	1970 WELL LINE RD
HUGGINS LUTHER C 8/12 INT	3455 BO PEG RD+CANTONMENT, FL 32533	3455 BO PEG RD
HUGHES BOBBY A & HEATHER M	340 ANNIE BELL DR+CANTONMENT, FL 32533	340 ANNIE BELL DR
HUGHES BONNIE J &	3424 BO PEG RD+CANTONMENT, FL 32533	3424 BO PEG RD
HUGHES REX W III	1999 STOUT RD+CANTONMENT, FL 32533	1999 STOUT RD
HURD LEONARD & TINA D	1738 MUSCOGEE RD+CANTONMENT, FL 32533	1738 MUSCOGEE RD
HUTCHINS DAVID E &	1728 JACKS BRANCH RD+CANTONMENT, FL 32533	1728 JACKS BRANCH RD
HYATT ANTHONY K &	1991 WELL LINE RD+CANTONMENT, FL 32533	1991 WELLINE RD
IANNONE MICHAEL C EST OF	C/O KATHI IANNONE+348 SAN CARLOS RD+CANTONMENT, FL 32533	348 SAN CARLOS RD
INA GROUP LLC	6333 APPLES WAY STE 115+LINCOLN, NE 68516	100 MCQUEENS DR
INGLE CARROLL G &	19045 TALQUIN DR+TALLAHASSEE, FL 32310	370 JACKS BRANCH RD
INTERNATIONAL PAPER COMPANY	6400 POPLAR AVE+ATTN NETA LATHAM+MEMPHIS, TN 38197	RIVER ANNEX RD
ISLER JAMES B &	1132 MUSCOGEE RD+CANTONMENT, FL 32533	1132 MUSCOGEE RD
JACKSON JAMES E JR &	9928 ELERAL DR+PENSACOLA, FL 32526	9928 ELERAL DR
JACKSON LES B	10670 BEULAH RD+PENSACOLA, FL 32526	10670 BEULAH RD
JACKSON PEGGY B	1950 MATHISON RD+CANTONMENT, FL 32533	1950 MATHISON RD
JACOBSON JENNIFER D &	9901 ELERAL DR+PENSACOLA, FL 32526	9901 ELERAL DR
JAQUISH DAN	5720 NORTH W ST+PENSACOLA, FL 32505	MAGNUSON RD
JARMAN MARGARET	135 SANTA ROSA RD+CANTONMENT, FL 32533	135 SANTA ROSA RD
JARMAN WESLEY &	10571 BEULAH RD+PENSACOLA, FL 32526	10571 BEULAH RD
JARRETT GLENDON	361 ANNIE BELL DR+CANTONMENT, FL 32533-9119	361 ANNIE BELL DR
JEFFERSON NAOMI	PO BOX 267+CANTONMENT, FL 32533	110 MCQUEENS DR
JENKS THOMAS W	2606 NOWAK DAIRY RD+CANTONMENT, FL 32533	110 FARGO RD
JENNETTE PETER M & ANGELA R	6455 MEADOW FIELD CIR+PENSACOLA, FL 32526	6455 MEADOW FIELD CIR
JENSEN GARY C	2291 BRITT RD+CANTONMENT, FL 32533	2291 BRITT RD
JERNIGAN KIMBERLY RENA	1955 STOUT RD+CANTONMENT, FL 32533	1955 STOUT RD
JERNIGAN RONAL C & JANE E	1910 MATHISON RD+CANTONMENT, FL 32533	1910 MATHISON RD
JEWELL DAVID C &	1507 ROUGE LN+CANTONMENT, FL 32533	1507 ROUGE LN
JOHNSON BETTY B	9965 LYNNDALE DR+PENSACOLA, FL 32526	9965 LYNNDALE DR
JOHNSON JOHN J & LORETTA	1727 BOOTH LAKE RD+CANTONMENT, FL 32533	1727 BOOTH LAKE RD

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JOHNSON MICHAEL D & MELISSA D	6401 MEADOW FIELD CIR+PENSACOLA, FL 32526	6401 MEADOW FIELD CIR
JOHNSON RONALD W	4697 KINGSTON DR+PENSACOLA, FL 32526	
JOHNSON TRAVIS W &	10078 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10078 CASTLEBERRY BLVD
JOHNSON WILLIAM J LIFE EST &	3839 WILDER RD+CANTONMENT, FL 32533	3839 WILDER RD
JOHNSTON DARREL &	9900 ELERAL DR+PENSACOLA, FL 32526	9900 ELERAL DR
JONES ALLEN C II	2510 MUSCOGEE RD+CANTONMENT, FL 32533	2510 MUSCOGEE RD
JONES CURTIS F & MARGARET J	7 S 70TH ST+PENSACOLA, FL 32506	600 BLK JACKS BRANCH RD
JONES LEON B JR TRUST	C/O REGIONS BANK+P.O. BOX 13519+ARLINGTON, TX 76094	W KINGSFIELD RD
JONES MARK E	710 JACKS BRANCH RD+CANTONMENT, FL 32533	710 JACKS BRANCH RD
JONES SHAWN D &	6394 CATTLE DR+PENSACOLA, FL 32526	6394 CATTLE DR
JORDAN FRANK M	315 ANDALUSIA RD+CANTONMENT, FL 32533	315 ANDALUSIA RD
KAM ROLAND T	6387 CATTLE DR+PENSACOLA, FL 32526	6387 CATTLE DR
KEITH MICHAEL S & EVELYN D	3559 HWY 29 N+CANTONMENT, FL 32533	3559 HIGHWAY 29
KELLEY DUSTIN M	1801 STOUT RD+CANTONMENT, FL 32533	3770 WILDER RD
KELLEY MICHAEL &	2155 BEAVER DAM LANE+CANTONMENT, FL 32533	2155 BEAVER DAM LN
KELLY GARY L &	6265 FRANK REEDER RD+PENSACOLA, FL 32526	6265 FRANK REEDER RD
KELLY THOMAS S	3275 MASSENA DR+PENSACOLA, FL 32526	3275 MASSENA DR
KENDRICK GLORIA J 90/126 INT &	1313 AVONMOUTH RD+KNOXVILLE, TN 37914	
KENNEDY ARNOLD M & CELINDA J	PO BOX 234+MOLINO, FL 32577	1986 STOUT RD
KENT IRUS R & ROBIN G	1793 MATHISON RD+CANTONMENT, FL 32533	1793 MATHISON RD
KERSEY KIMBERLY S TRUSTEE	1817 ELNA RD+CANTONMENT, FL 32533	150 CARLISLE DR
KERVIN DONALD R & KERVIN MALYNDA D	1708 JACKS BRANCH RD+CANTONMENT, FL 32533	941 JACKS BRANCH RD
KEY CHERYL A &	1001 JACKS BRANCH RD+CANTONMENT, FL 32533	975 JACKS BRANCH RD
KEY TROY L LIFE EST &	1001 JACKS BRANCH RD+CANTONMENT, FL 325339258	1001 JACKS BRANCH RD
KILCREASE OWEN L &	1760 MUSCOGEE RD+CANTONMENT, FL 32533	1760 MUSCOGEE RD
KIMBRO ELSIE MANNING LIFE EST &	2535 MUSCOGEE RD+CANTONMENT, FL 32533	2535 MUSCOGEE RD
KING ANN	6850 PINE FOREST RD+PENSACOLA, FL 32526	10942 TRELLIS LN
KING LONNIE CONSTRUCTION	6848 PINE FOREST RD+PENSACOLA, FL 32526	900 BLK CHARLEMAGNE DR
KIRBY DOUGLAS J & PEGGY L	10901 TRELLIS LN+PENSACOLA, FL 32526	10901 TRELLIS LN
KIRSCH GERARD A & BECKY A	1911 MATHISON RD+CANTONMENT, FL 32533	3400 BLK BO PEG RD
KIRSCH GERARD E & BECKY	1911 MATHISON RD+CANTONMENT, FL 32533	1911 MATHISON RD
KISSEL JOSHUA D 1/2 INT &	3247 MASSENA DR+PENSACOLA, FL 32526	3247 MASSENA DR
KITTRELL CRAIG D & MARY T	1237 MUSCOGEE RD+CANTONMENT, FL 32533	1237 MUSCOGEE RD
KITTRELL EUGENE O JR	1400 MUSCOGEE RD+CANTONMENT, FL 32533	7 JACKS BRANCH RD

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KITTRELL EUGENE O SR & LOYCE J	1400 MUSCOGEE RD+CANTONMENT, FL 32533	MUSCOGEE RD
KITTRELL LORRAINE	1230 MUSCOGEE RD+CANTONMENT, FL 32533	1230 MUSCOGEE RD
KITTRELL MATTIE L &	88 GREEN TREE CIR+CANTONMENT, FL 32533	88 GREEN TREE CIR
KITTRELL RAYMOND D	451 KITTRELL ST+CANTONMENT, FL 32533	451 KITTRELL ST
KNEHR WILLIAM A	3308 MASSENA DR+PENSACOLA, FL 32526	3308 MASSENA DR
KRAUSE JUANITA C	3550 RIDGECREST LN+CANTONMENT, FL 32533	3550 RIDGECREST LN
KRAWCZYK CECELIA TRUSTEE	7420 HIDDEN VALLEU RD+PENSACOLA, FL 32526	160 CARLISLE DR
KRAWCZYK DALE W	170 CARLISLE DR+CANTONMENT, FL 32533	170 CARLISLE DR
LAFRANCE THOMAS E	905 SHADOW RIDGE DR+PENSACOLA, FL 32514	1995 MATHISON RD
LAMBETH JASON & STACY L	9929 ELERAL DR+PENSACOLA, FL 32526	9929 ELERAL DR
LANDSAKES LLC	8963 PENSACOLA BLVD+PENSACOLA, FL 32534	70 BLK GREEN TREE CIR
LANGFORD ANTHONY W & GLENDA L	1965 WELL LINE RD+CANTONMENT, FL 32533	1965 WELL LINE RD
LASKY GERALD S &	6404 MEADOW FIELD CIR+PENSACOLA, FL 32526	6404 MEADOW FIELD CIR
LATOSKY DAVID A & SABINE E	103 WILLARDS WAY+YORKTOWN, VA 23693	3400 BLK NATHERLY DR
LAVAWAY JASON M	6391 CATTLE DR+PENSACOLA, FL 32526	6391 CATTLE DR
LAWRENCE DANIEL A JR	7486 DECK LN+PENSACOLA, FL 32526	OFF HWY S-97
LAWSON MICHAEL	891 JACKS BRANCH RD+CANTONMENT, FL 32533	891 JACKS BRANCH RD
LAYER DONALD &	3311 MASSENA DR+PENSACOLA, FL 32526	3311 MASSENA DR
LE CAO NGOC THANH	10084 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10084 CASTLEBERRY BLVD
LEE ROBERT J SR & WANDA L	10905 TRELLIS LN+PENSACOLA, FL 32526	10905 TRELLIS LN
LEITCH CALEB S &	10048 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10048 CASTLEBERRY BLVD
LEITCH NAOMI J R	10018 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10018 CASTLEBERRY BLVD
LEROY TRACEY Y	3296 MASSENA DR+PENSACOLA, FL 32526	3296 MASSENA DR
LEVOY PATRICIA	3520 RIDGECREST LN+CANTONMENT, FL 32533	3520 RIDGECREST LN
LEWIS CORNELIEUS R	1740 MUSCOGEE RD+CANTONMENT, FL 32533	1740 MUSCOGEE RD
LEWIS EMANUEL J	2825 ANNIE BELL CT+CANTONMENT, FL 32533	2825 ANNIE BELL CT
LINSTEAD DAVID S & SUSAN L	2150 MAGNUSON RD+CANTONMENT, FL 32533	2150 MAGNUSON RD
LINTON PATRICIA A	1700 MUSCOGEE RD+CANTONMENT, FL 32533	1700 MUSCOGEE RD
LITTLE MICHAEL T & BRENDA G	9895 BEULAH RD+PENSACOLA, FL 32526	9895 BEULAH RD
LONG & MOORE LAND COMPANY LLC	C/O J LONG LAND COMPANY LLC+PO BOX 3717+PENSACOLA, FL 32516	1700 BLK JACKS BRANCH RD
LONGVIEW PLANTATION I LLC	PO BOX 940+GULF BREEZE, FL 32562	
LONNIE KING CONSTRUCTION CO	6848 PINE FOREST RD+PENSACOLA, FL 32526	125 ANDALUSIA RD
LORENZ ANDREW J	15980 SAINT PIERRE RD+ARCADIA, MI 49613	3409 NATHERLY DR
LOUDON TOMMY C & REBECCA R	3413 NATHERLY DR+PENSACOLA, FL 32526	3413 NATHERLY DR

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LOVE KIRK K	1431 COUNTRY HILLS DR+CANTONMENT, FL 32533	1431 COUNTRY HILLS DR
LOWE VAUGHN F & MARY LEE W	3321 BO PEG RD+CANTONMENT, FL 32533	3321 BO PEG RD
LOWERY HOWARD H & BETTY J &	154 BALBOA RD+CANTONMENT, FL 32533	1400 BLK DARBY LN
LOWERY RONALD H &	1408 DARBY LN+CANTONMENT, FL 32533	1408 DARBY LN
LUA MARK R	6030 PATCH LN+PENSACOLA, FL 32526	6030 PATCH LN
LUCIO ALLISON E POLLARD	462 KITTRELL RD+CANTONMENT, FL 32533	462 KITTRELL ST
LUNDY HEATHER MCKAMEY	33903 LEE RD+ROBERTSDALE, AL 36567	921 JACKS BRANCH RD
LYNCH BRIAN E LIFE EST	22929 HWY 98 E+FOLEY, AL 36535	2745 HIGHWAY 196
LYNCH VIRGINIA A LIFE EST	2655 HIGHWAY 196+MOLINO, FL 32577	
MABRY WILLIAM J JR &	871 JACKS BRANCH RD+CANTONMENT, FL 32533	871 JACKS BRANCH RD
MADRIL BRYAN C &	1961 STOUT RD+CANTONMENT, FL 32533	1961 STOUT RD
MADRIL LANCE D	1965 STOUT RD+CANTONMENT, FL 325337034	1965 STOUT RD
MADRIL WILLIAM M	1988 MATHISON RD+CANTONMENT, FL 32533	1988 MATHISON RD
MAJORS CYNTHIA D	PO BOX 290+CANTONMENT, FL 32533	151 JACKS BRANCH RD
MALONE KENNETH H	1525 BRITT RD+CANTONMENT, FL 32533	1525 BRITT RD
MANNING ANDREW	3831 WILDER RD+CANTONMENT, FL 32533	3831 WILDER RD
MARSHALL RICHARD A &	2070 HWY 196+MOLINO, FL 32577	2070 HIGHWAY 196
MARSHALL ROLAND C JR	10945 TRELLIS LN+PENSACOLA, FL 32526	10945 TRELLIS LN
MARTIN DERRICK C	84 GREEN TREE CIR+CANTONMENT, FL 32533	84 GREEN TREE CIR
MARTIN DOUGLAS R	86 GREENTREE CIR+CANTONMENT, FL 32533	86 GREEN TREE CIR
MARTIN FRANCIS L LIFE EST &	1385 RIVER ANNEX RD+CANTONMENT, FL 32533	1385 RIVER ANNEX RD
MARTIN FRANCIS N	1621 JACKS BRANCH RD+CANTONMENT, FL 32533	1377 RIVERANNEX RD
MARTIN GARY A &	280 JACKS BRANCH RD+CANTONMENT, FL 32533	280 JACKS BRANCH RD
MARTIN JACK II & TINA	1401 COUNTRY HILLS DR+CANTONMENT, FL 32533	1401 COUNTRY HILLS DR
MARTIN JEFFREY O LIFE EST &	1129 JACKS BRANCH RD+CANTONMENT, FL 32533	1129 JACK BRANCH RD
MARTIN THOMAS &	10054 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10054 CASTLEBERRY BLVD
MASEWRY LLC	3158 GATEWAY LN+CANTONMENT, FL 32533	1235 MUSCOGEE RD
MASON THOMAS KENNETH II &	1730 MUSCOGEE RD+CANTONMENT, FL 32533	1730 MUSCOGEE RD
MASSEY JOHN P	399 HWY 97 S+CANTONMENT, FL 32533	399 HIGHWAY 97 S
MATHER CARL E JR &	8640 KLONDIKE RD+PENSACOLA, FL 32526	9971 LYNNDALE DR
MATHER DENNIS &	9944 ELERAL DR+PENSACOLA, FL 32526	9944 ELERAL DR
MATHISON H P	1844 MAGNOLIA AVE+PENSACOLA, FL 32503	2100 BLK MATHISON RD
MATHISON ROBERT P & VIRGINIA B	1844 MAGNOLIA AVE+PENSACOLA, FL 32503	2000 BLK MATHISON RD
MAUCHER HELMUT & MARIA L	3444 BO PEG RD+CANTONMENT, FL 32533	3444 BO PEG RD

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MAUCHER MARTIN E	1850 MATHISON RD+CANTONMENT, FL 32533	1850 MATHISON RD
MAUCHER MICHAEL J	1410 COUNTRY HILLS RD+CANTONMENT, FL 32533	1410 COUNTRY HILLS RD
MAYO JOHN R & VIOLET	3380 BO PEG RD+CANTONMENT, FL 32533	3380 BO PEG RD
MCARTHUR ANNA LOUISE	9960 LYNDALE DR+PENSACOLA, FL 32526	9960 LYNNDALE DR
MCCARLEY ROGER &	10929 TRELLIS LN+PENSACOLA, FL 32526	10929 TRELLIS LN
MCCART TOMMY E &	3381 BO PEG RD+CANTONMENT, FL 32533	3381 BO PEG RD
MCCASKILL DAVID M JR & LANORA K	3476 JOHN WILSON RD+CANTONMENT, FL 32533	3476 JOHN WILSON RD
MCCLAMMY CHRISTOPHER R & CONNIE L	831 JACKS BRANCH RD+CANTONMENT, FL 32533	831 JACKS BRANCH RD
MCCLELLAND KENNETH R JR	10726 BEULAH RD+PENSACOLA, FL 32526	10726 BEULAH RD
MCCORVEY SANDY 4/384 INT	C/O SANDY MCCORVEY+PO BOX 630374+NACOGDOCHES, TX 75963	JACKS BRANCH RD (OFF)
MCCOY MALCOLM S	7641 RANDWICK RD+PENSACOLA, FL 32514	10790 BEULAH RD
MCCOY THOMAS E &	9875 BEULAH RD+PENSACOLA, FL 32526	9875 BEULAH RD
MCCRANIE JOANN	6451 MEADOW FIELD CIR+PENSACOLA, FL 32526	6451 MEADOW FIELD CIR
MCCULLERS JASON E &	1175 MADURA EIGHT+GULF BREEZE, FL 32563	370 ANNIE BELLE DR
MCCUTCHEN JOSEPH &	90 GREENTREE CIR+CANTONMENT, FL 32533	90 GREEN TREE CIR
MCDONALD CHRISTOPHER W	1575 MUSCOGEE RD+CANTONMENT, FL 32533	1500 BLK MUSCOGEE RD
MCDONALD DON JR &	PO BOX 974+CANTONMENT, FL 325330974	1095 RIVER RD ANNEX
MCDONALD NETTIE P EST OF	1575 MUSCOGEE RD+CANTONMENT, FL 32533	1575 MUSCOGEE RD
MCDONALD REBECCA 1/2 INT	PO BOX 1032+ROBERTSDALE, AL 36567	1575 MUSCOGEE RD
MCDONALD REBECCA L	1595 MUSCOGEE RD+CANTONMENT, FL 32533	1595 MUSCOGEE RD
MCGUIGAN HUGH A & MARSHA H	6520 TOETUCK DR+PENSACOLA, FL 32526	6520 TOETUCK DR
MCKENDRICK DAVID E & LOUISE D	15 JACKS BRANCH RD+CANTONMENT, FL 32533	15 JACKS BRANCH RD
MCLAUGHLIN JANE R	3361 BO PEG RD+CANTONMENT, FL 32533	3361 BO PEG RD
MCLAUGHLIN WYNN ROBINSON	3351 BO PEG RD+CANTONMENT, FL 32533	3351 BO PEG RD
MCLEOD JOSEPH K	1805 STOUT RD+CANTONMENT, FL 32533	1805 STOUT RD
MCLEOD MASON M & SHERRY	6350 FRANK REEDER RD+PENSACOLA, FL 32526	6350 FRANK REEDER RD
MCQUEEN LUCINDA EST OF	1465 MUSCOGEE RD+CANTONMENT, FL 32533	1465 MUSCOGEE RD
MCQUEEN ORRIE EST OF	C/O WALTER MCQUEEN+120 MCQUEEN DR+CANTONMENT, FL 32533	120 MCQUEEN DR
MEDLOCK DENNIS C	270 JACKS BRANCH RD+CANTONMENT, FL 32533	270 JACKS BRANCH RD
MELIGAN WAYNE C &	3644 WILDER RD+CANTONMENT, FL 32533	3644 WILDER RD
MENARD RUBY W	1241 JACKS BRANCH RD+CANTONMENT, FL 32533	1241 JACKS BRANCH RD
MENSER KEVIN G & SARAH L	10585 BEULAH RD+PENSACOLA, FL 32526	10585 BEULAH RD
MERCER ALAN &	9904 ELERAL DR+PENSACOLA, FL 32526	9904 ELERAL DR

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MERKEL ANDREW R & KIMBERLY A	D2873 FOLZ RD+STRATFORD, WI 54484	3287 MASSENA DR
MERRITT DAVID F	1143 MUSCOGEE RD+CANTONMENT, FL 32533	1143 MUSCOGEE D
MERRITT JAMES H & SUSAN C	6448 MEADOW FIELD CIR+PENSACOLA, FL 32526	6448 MEADOW FIELD CIR
MILLER BEVERLY L TRUSTEE	120 JACKS BRANCH RD+CANTONMENT, FL 32533	120 JACKS BRANCH RD
MILLER ELVIN	10780 BEULAH RD+PENSACOLA, FL 32526	10780 BEULAH RD
MILLER RONALD F	3570 RIDGECREST LN+CANTONMENT, FL 32533	3570 RIDGECREST LN
MILLER WALTER C & DIANA V	100 RIVER ANNEX RD+CANTONMENT, FL 32533	100 RIVER ANNEX RD
MILLS ERIC L & REBECCA L	357 FARGO RD+CANTONMENT, FL 32533	357 FARGO RD
MILLS LUCILLE	475 ANNIE BELL DR+CANTONMENT, FL 32533	475 ANNIE BELL DR
MILLS PATRICIA A	9655 BEAULAH RD+PENSACOLA, FL 32526	9655 BEAULAH RD
MILLS TYLER C & CHRISTINE M	3259 MASSENA DR+PENSACOLA, FL 32526	3259 MASSENA DR
MILSTEAD BETTY LOU	C/O CARL MILSTEAD+1685 MUSCOGEE RD+CANTONMENT, FL 32533	1655 MUSCOGEE RD
MILSTEAD CARL E	1685 MUSCOGEE RD+CANTONMENT, FL 32533	1685 MUSCOGEE RD
MILSTEAD CHRISTOPHER S	1795 MUSCOGEE RD+CANTONMENT, FL 325339153	1799 MUSCOGEE RD
MILSTEAD F J &	1715 MUSCOGEE RD+CANTONMENT, FL 32533	1715 MUSCOGEE RD
MILSTEAD LEONARD E & TERESA S	1765 MUSCOGEE RD+CANTONMENT, FL 32533	1765 MUSCOGEE RD
MILSTEAD RALPH S &	1695 MUSCOGEE RD+CANTONMENT, FL 32533	1695 MUSCOGEE RD
MILSTID NORMAN E & JACQUELINE M	1980 STOUT RD+CANTONMENT, FL 32533	1980 STOUT RD
MITCHELL JANIE	200 MARTHA DR+MACCLENNY, FL 32063	50 BLK GREEN TREE CIR
MITCHELL RICK W JR & SHELLY E	3255 MASSENA DR+PENSACOLA, FL 32526	3255 MASSENA DR
MITCHELL ROBERT &	13890 N BEULAH RD+CANTONMENT, FL 32533	13890 BEULAH RD
MITCHELL RONALD L	2035 MATHISON RD+CANTONMENT, FL 32533	2035 MATHESON RD
MNA REAL ESTATE INVESTMENTS LLC	8811 TEEL PKWY+STE 100 #5956+FRISCO, TX 75035	100 BLK MCQUEENS DR
MOATES GROVER E & ALMA R	6295 FRANK REEDER RD+PENSACOLA, FL 32526	6295 FRANK REEDER RD
MONAGHAN KAY P	911 JACKS BRANCH RD+CANTONMENT, FL 32533	911 JACKS BRANCH RD
MONDI THOMAS A &	9920 ELERAL DR+PENSACOLA, FL 32526	9920 ELERAL DR
MONTGOMERY CHRISTA R	13836 BEULAH RD+CANTONMENT, FL 32533	13836 BEULAH RD
MONTGOMERY ERIC G &	9975 BEULAH RD+PENSACOLA, FL 32526	9975 BEULAH RD
MOORE DERICK L &	PO BOX 416+VIENNA, VA 22027	10096 CASTLEBERRY BLVD
MOORE JUSTIN S	10095 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10095 CASTLEBERRY BLVD
MOORE SARAH ANNE	217 TARRAR SPRINGS RD+LEXINGTON, SC 29072	50 BLK GREEN TREE CIR
MORGAN CRAIG A 1/2 &	1471 COUNTRY HILLS DR+CANTONMENT, FL 32533	1471 COUNTRY HILLS DR
MORGAN TRUST CO TRUSTEE FOR	601 MARKET ST+CHATTANOOGA, TN 37402	3200 BLK N HIGHWAY 29
MORROW JOANN KANE &	1385 DARBY LN+CANTONMENT, FL 32533	1385 DARBY LN

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MOSLEY EARLY B III &	PSC 473 BOX 202+FPO, AP 96349	3228 MASSENA DR
MOTT BRYAN W	10194 HOSBERRY RD+PENSACOLA, FL 32534	13800 BLK TIMBER CREEK DR
MOTT JASON A	851 JACKS BRANCH RD+CANTONMENT, FL 32533	851 JACKS BRANCH RD
MOYE GREGORY & CALLIE M	8034 MOSSY CREEK+PENSACOLA, FL 32526	10921 TRELLIS LN
MUMAW HUGHLETT R & JACQUELINE R	3615 WILDER RD+CANTONMENT, FL 32533	3615 WILDER RD
MURPHY JASON V &	9925 ELERAL DR+PENSACOLA, FL 32526	9925 ELERAL DR
MURPHY THOMAS & ELOISE W	10141 ISAACS LN+PENSACOLA, FL 32526	10141 ISACCS LN
MURRAY PAUL D SR	175 NAVARRO RD+CANTONMENT, FL 32533	175 NAVARRO RD
NEESE DONALD R &	3811 WILDER RD+CANTONMENT, FL 32533	3811 WILDER RD
NEESE MICHAEL A	3812 WILDER RD+CANTONMENT, FL 32533	3812 WILDER RD
NEESE MIKE &	3780 WILDER RD+CANTONMENT, FL 32533	3780 WILDER RD
NEESE WOODROW I &	PO BOX 103+CANTONMENT, FL 32533	3811 WILDER RD
NELLUMS CONSTRUCTION INC	2418 LANK RD+MOLINO, FL 32577	JACKS BRANCH RD
NELLUMS H O SR ESTATE OF	PO BOX 1684+PENSACOLA, FL 32591-1684	GREEN TREE CIR
NELLUMS KENNETH E SR	3643 HWY 297-A+CANTONMENT, FL 32533	90 BLK GREEN TREE CIR
NELSON CATHY JO	6501 TOE TUCK DR+PENSACOLA, FL 32526	6501 TOETUCK DR
NELSON JAMES B & BARBARA J	10721 BEULAH RD+PENSACOLA, FL 32526	10721 BEULAH RD
NELSON JAMES G & LELA F	10715 BEULAH RD+PENSACOLA, FL 32526	10715 BEULAH RD
NELSON ROBERT &	3432 NATHERLY DR+PENSACOLA, FL 32526	3432 NATHERLY DR
NELSON ROBERT A	3229 MASSENA DR+PENSACOLA, FL 32526	3229 MASSENA DR
NICOSIA ELI F &	5900 REDBUD LN+TUSCALOOSA, AL 354055622	200 BLK ANDALUSIA RD
NIELSEN VICTOR D &	3428 NATHERLY DR+PENSACOLA, FL 32526	3428 NATHERLY DR
NIELSEN VIRGINIA W	10620 BEULAH RD+PENSACOLA, FL 32526	10620 BEULAH RD
NIEMI NAOMI R LIFE EST	1801 MATHISON RD+CANTONMENT, FL 32533	1801 MATHESON RD
NOBLES KENNETH & ELIZABETH	125 NAVARRA RD+CANTONMENT, FL 32533	125 NAVARRA RD
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT	81 WATER MANAGEMENT DR+HAVANA, FL 32333	RIVER ANNEX RD
OBERT STEPHEN T &	570 EARL GENE RD+CANTONMENT, FL 32533	570 EARL GENE RD
ODOM KATIE LOUISE POWELL	1825 MATHISON RD+CANTONMENT, FL 32533	1825 MATHISON RD
ODOM KIMBERLY D	2175 HWY 196+MOLINO, FL 32577	2175 HIGHWAY 196
ODOM SUSAN L &	3368 BO PEG RD+CANTONMENT, FL 32533	3368 BO PEG RD
OERTEL SCOTT	621 JACKS BRANCH RD+CANTONMENT, FL 32533	621 JACKS BRANCH RD
OLESON EUGENE E & MYRNA L	2125 MATHISON RD+CANTONMENT, FL 32533	2125 MATHISON RD
OLSON MATTHEW	3717 WILDER RD+CANTONMENT, FL 32533	3717 WILDER RD
ORREN STEVEN T &	9937 ELERAL DR+PENSACOLA, FL 32526	9937 ELERAL DR

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OTIS KATHY &	712 FERDINAND DR+PENSACOLA, FL 32507	771 JACKS BRANCH RD
OWENS DAVID E &	10581 BEULAH RD+PENSACOLA, FL 32526	10581 BEULAH RD X
PACE KENNETH P &	3342 BO PEG RD+CANTONMENT, FL 32533	3342 BO PEG RD
PACKARD RALPH	484 ANNIE BELLE DR+CANTONMENT, FL 32533	484 ANNIE BELL DR
PAGE WILLIAM P & CARROLL S	1540 MUSCOGEE RD+CANTONMENT, FL 32533	1540 MUSCOGEE RD
PAPA MELQUIADES S JR	10591 BEULAH RD+PENSACOLA, FL 32526	10591 BEULAH RD
PARKER ROSE M	66 GREENTREE CIR+CANTONMENT, FL 32533	66 GREEN TREE RD
PATRICK MARGARET L	133 NAVARRO RD+CANTONMENT, FL 32533	133 NAVARRO RD
PATRICK PHYLLIS L LIFE EST	4623 PILGRIM TRL+MOLINO, FL 32577	2135 BEAVER DAM LN
PAULK MARGERY	94 GREEN TREE CIR+CANTONMENT, FL 32533	94 GREEN TREE CIR
PAXTON WILLIAM L	320 JACKS BRANCH RD+CANTONMENT, FL 32533	320 JACKS BRANCH RD
PELS ALLEN E &	3251 MASSENA DR+PENSACOLA, FL 32526	3251 MASSENA DR
PENSACOLA RIFLE & PISTOL CLUB INC	PO BOX 10751+PENSACOLA, FL 325240751	OFF HWY 29
PETERSEN JOHN	7218 LEENS LODGE LN+HUMBLE, TX 77346-3214	6511 TOETUCK DR
PETERSON JAMES D &	9961 LYNNDALE DR+PENSACOLA, FL 32526	9961 LYNNDALE DR
PETERSON PAUL &	60 ANDALUSIA RD+CANTONMENT, FL 32533	60 ANDALUSIA RD
PIERCE OLEN G &	2810 ANNIE BELL CT+CANTONMENT, FL 32533	2810 ANNIE BELL CT
PIERLE RICHARD G & CHLOE E	258 SAN CARLOS RD+CANTONMENT, FL 32533	258 SAN CARLOS RD
PINNEY ALEXANDER &	9940 ELERAL DR+PENSACOLA, FL 32526	9940 ELERAL DR
PITTS MYRON & GAIL	9650 BEULAH RD+PENSACOLA, FL 32526	5800 BLK NINE MILE RD
PLAIR JAMES D TRUSTEE FOR	123 SANTA ROSA RD+CANTONMENT, FL 32533	123 SANTA ROSA RD
PLOG LARRY JOE SR	1321 N 8TH AVE+PENSACOLA, FL 32503	163 NAVARRO RD
POL BENJAMIN E	6382 CATTLE DR+PENSACOLA, FL 32526	6382 CATTLE DR
POLK PHILLIP J & JENNIFER D	3237 MASSENA DR+PENSACOLA, FL 32526	3237 MASSENA DR
POLLEY STEPHEN R & GAIL B	1420 POPPY AVE+PENSACOLA, FL 32507	1756 JACKS BRANCH RD
PONDER NANCY	6136 KEATING RD+PENSACOLA, FL 32504	1034 RIVER ANNEX RD
POPE FREDRICK T & LINDA D	10930 TRELLLIS DR+PENSACOLA, FL 32526	10930 TRELLIS DR
PORTIS DERRICK E & MELISSA	3233 MASSENA DR+PENSACOLA, FL 32526	3233 MASSENA DR
POWELL DILLON M	116 SANTA ROSA RD+CANTONMENT, FL 32533	116 SANTA ROSA RD
POWELL MARVIN E JR &	1411 COUNTRY HILLS DR+CANTONMENT, FL 32533	1411 COUNTRY HILLS DR
PRATHER SYBOL A EST OF	C/O SHARON Y WAREHIME+1803 OAK ST+SELMA, CA 93662	149 HIGHWAY 97 SOUTH
PREBLE SHANE A &	10089 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10089 CASTLEBERRY BLVD
PRESTON JANET LUNDY TRUSTEE FOR	886 WHISPERING OAK DR+PRESCOTT, AZ 863014351	BEULAH RD
PROFESSIONAL LEASING	25 E NINE MILE RD+PENSACOLA, FL 32534	

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PROFESSIONAL LEASING & DEVELOPMENT CORP	PO BOX 7117+PENSACOLA, FL 32534	2000 BLK BARRINEAU PARK RD
PUGH ROBERT L	6355 FRANK REEDER RD+PENSACOLA, FL 32526	6355 FRANK REEDER RD
PUGH WAYNE R & MARGARET A	3440 JOHN WILSON RD+CANTONMENT, FL 32533	3440 JOHN WILSON RD
PUSATERI SCOTT J &	9941 ELERAL DR+PENSACOLA, FL 32526	9945 ELERAL DR
QUINN JOSEPH E &	10060 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10060 CASTLEBERRY BLVD
QUINTILIANI CHRISTOPHER A	6453 MEADOW FIELD CIR+PENSACOLA, FL 32526	6453 MEADOW FIELD CIR
RACHELSON PETER S	181 NW 85TH PL+MIAMI, FL 33126	3312 MASSENA DR
RADFORD DAVID V &	951 JACKS BRANCH RD+CANTONMENT, FL 32533	951 JACKS BRANCH RD
RAEDE ROBERT L JR	1812 MATHISON RD+CANTONMENT, FL 32533	1812 MATHISON RD
RAMOS ROMEL &	10020 BEULAH RD+PENSACOLA, FL 32526	10048 BEULAH RD
RAMOS ROMEL B & ANN C	10020 BEULAH RD+PENSACOLA, FL 32526	6211 FRANK REEDER RD
RAMSER KIM & DEBORAH H	425 KITTRELL ST+CANTONMENT, FL 32533	425 KITTRELL ST
RAVEY LLOYD & PATRICIA ANN	13870 TIMBER CREEK DR+CANTONMENT, FL 32533	13870 TIMBER CREEK DR
RAY LEANNE	320 ANNIE BELL DR+CANTONMENT, FL 32533	320 ANNIE BELL DR
REDHEAD NICHOLAS J	6037 PATCH LN+PENSACOLA, FL 32526	6037 PATCH LN
REEDER JUSTIN K & DANA	3241 MASSENA DR+PENSACOLA, FL 32526	3241 MASSENA DR
REGIONS BANK TRUSTEE FOR SPEARMAN JUANITA F TRU	C/O STEVEN TIMBERLAKE TRUST OFFICER+70 N BAYLEN ST+PENSACOLA, FL 32502	1100 MUSCOGEE RD BLK
RETTEW CHARLES V & SHIRLEY B	10035 BEULAH RD+PENSACOLA, FL 32526	10035 BEULAH RD
RHOADES CLEVELAND E SR & JUDY J	700 JACKS BRANCH RD+CANTONMENT, FL 32533	700 JACKS BRANCH RD
RHODES DREW &	1567 WHISPER BAY BLVD+GULF BREEZE, FL 32563	9990 LYNNDALE DR
RICH TASHALA	4147 ERRESS BLVD+PENSACOLA, FL 32505	6407 MEADOW FIELD CIR
RICKARD GARY L & ISABELL V	6403 MEADOW FIELD CR+PENSACOLA, FL 32526	6403 MEADOW FIELD CIR
RICKERT THELMA L	10700 BEULAH RD+PENSACOLA, FL 32526	10700 BEULAH RD
RIGDON ALLEN E &	1670 JACKS BRANCH RD+CANTONMENT, FL 32533	1670 JACKS BRANCH RD
RILEY GEORGE F &	121 JACKS BRANCH RD+CANTONMENT, FL 32533	121 JACKS BRANCH RD
RISING VERNON L	401 JACKS BRANCH RD+CANTONMENT, FL 32533	401 JACKS BRANCH RD
RIVERS MICHAEL D &	9921 ELERAL DR+PENSACOLA, FL 32526	9921 ELERAL DR
RIVES LISA CATHLEEN LIFE EST	1262 MUSCOGEE RD+CANTONMENT, FL 32533	1262 MUSCOGEE RD
ROACH ANDREW L & JENNIFER M	8425 ALTA VISTA DR+PENSACOLA, FL 32526	3246 MASSENA DR
ROBBINS HENRY K & ANNETTE R	PO BOX 431+CANTONMENT, FL 32533	2200 HIGHWAY 196
ROBBINS JAMES R & JOYCE W	59 GREENTREE CIR+CANTONMENT, FL 32533	60 BLK GREEN TREE CIR
ROBBINS JAMES R & JOYCE W	59 GREENTREE CIR+CANTONMENT, FL 32533	59 GREEN TREE CIR
ROBERTS STEPHEN &	3263 MASSENA DR+PENSACOLA, FL 32526	3263 MASSENA DR
ROBINSON BETTY ANN CLARK	60 GREEN TREE CIRCLE+CANTONMENT, FL 32533	60 GRENN TREE CIR

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ROBINSON DONALD	60 GREEN TREE CIR+CANTONMENT, FL 32533	60 GREEN TREE CIR
ROBINSON MICHAEL M & BARBARA A	455 KITTRELL ST+CANTONMENT, FL 32533	455 KITTRELL ST
ROCHEBLAVE APRIL	3665 WILDER RD+CANTONMENT, FL 32533	3665 WILDER RD
RODGERS MARY R LIFE EST	9905 CLYBORN CT+RALEIGH, NC 27617	14200 BEULAH RD
RODGERS MILLARD R & HAZEL M	3300 BO PEG RD+CANTONMENT, FL 32533	3300 BO PEG RD
ROGERS REBECCA A	3465 N HWY 29+CANTONMENT, FL 32533-4703	3465 HIGHWAY 29 N
ROGGEVEEN PHILIP	C/O KIMBERLY STUMP+8455 DUDLEY AVE+PENSACOLA, FL 32534	9950 LYNNDALE DR
ROLLINS STEPHEN	10030 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10030 CASTLEBERRY BLVD
ROSARIO EFRAIN & ILEANA	2631 N EVERLY DR # 4-12+FREDERICK, MD 21701	3436 NATHERLY DR
ROUILLARD KEANE	3562 CHIPPENDALE RD+CANTONMENT, FL 32533	3562 CHIPPENDALE RD
ROWE JOSHUA E &	3316 MASSENA DR+PENSACOLA, FL 32526	3316 MASSENA DR
RUMMEL MARK E	1884 ABBOTSBURY WAY+VIRGINIA BCH, VA 23453-7041	9908 ELERAL DR
RUSSO JOHN D & ANGELA K	2700 SILHOUETTE DR+CANTONMENT, FL 32533	10000 BLK BEULAH RD
RUTHERFORD ROBERT J	1217 MUSCOGEE RD+CANTONMENT, FL 32533	1217 MUSCOGEE RD
RUTHERFORD RODNEY D	6201 FRANK REEDER RD+PENSACOLA, FL 32506	6201 FRANK REEDER RD
RYAN CHARLES D &	3375 HWY 29 NORTH+CANTONMENT, FL 32533	3375 HIGHWAY 29 NORTH
S W O T COLLECTIONS LLC	PO BOX 12651+PENSACOLA, FL 32591-2651	
SACRED HEART HEALTH SYSTEM INC	5151 N 9TH AVE+PENSACOLA, FL 32504	9840 BEULAH RD
SALADINO VICTORIA A	3250 MASSENA DR+PENSACOLA, FL 32526	3250 MASSENA DR
SANDERSON ANTHONY R &	3371 BO PEG RD+CANTONMENT, FL 32533	3371 BO PEG RD
SANDFORD FLORA MADELINE EST	C/O TIM BUNDRICK+2974 SINGLETREE RD+HARTSEL, CO 80449-8543	60 BLK GREEN TREE CIR
SANSING HOLDINGS LLC	5705 PENSACOLA BLVD+PENSACOLA, FL 32505	MATHISON RD
SARASOTA DEVELOPMENT LLC	206 S JEFFERSON+CHICAGO, IL 60661	3224 MASSENA DR
SAVAGE SHEILA	3412 NATHERLY DR+PENSACOLA, FL 32526	3412 NATHERLY DR
SAWYER STEVE A	1430 COUNTRY HILLS RD+CANTONMENT, FL 32533	1430 COUNTRY HILLS RD
SCHMIDT ERIC W	6109 N ENCLAVE DR+PENSACOLA, FL 32504	6386 CATTLE DR
SCHMIDT SUSAN H	2145 BEAVER DAM LANE+CANTONMENT, FL 32533	2145 BEAVER DAM LN
SCHMITT JEFFREY T	948 ALBACORE ST+BEAUFORT, SC 29906	241 HIGHWAY 97 S
SCHOPPMANN ERIC A &	1400 DARBY LN+CANTONMENT, FL 32533	1400 DARBY LN
SCHULTZ HERMAN R	10615 BEULAH RD+PENSACOLA, FL 32526	10615 BEULAH RD
SCHULTZ HERMAN RICHARD	10615 BEULAH RD+PENSACOLA, FL 32526	10615 BEULAH RD
SCHULTZ OLIN S & JULIA B	6230 FRANK REEDER RD+PENSACOLA, FL 32526	6230 FRANK REEDER RD
SCOTT LILLIAN WILSON	3486 JOHN WILSON RD+CANTONMENT, FL 32533	3486 JOHN WILSON RD

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SECRETARY OF HOUSING AND URBAN DEVELOPMENT	NHMS LLC+2600 DOUGLAS RD SUITE 800+CORAL GABLES, FL 33134	1446 DARBY LN
SEELEY SAMUEL E & BEVERLY C	420 FARGO RD+CANTONMENT, FL 32533	420 FARGO RD
SEITZ JAMES L &	2082 BARRINEAU PARK RD+MOLINO, FL 32577	2082 BARRINEAU PARK RD
SELF JAMES M LIFE EST &	PO BOX 8+GONZALEZ, FL 32560	2431 HIGHWAY 196
SEMLOW BRUCE &	PO BOX 3044+ARIZONA CITY, AZ 852233044	1900 BLK WILL LINE RD
SEMLOW CARLOTTA HALL	PO BOX 3044+ARIZONA CITY, AZ 852233044	1900 BLK WELL LINE RD
SEWELL JAMES E	1410 MUSCOGEE RD+CANTONMENT, FL 32533	1410 MUSCOGEE RD
SHARAWAY HUSSEIN S & ANNE B	3550 HOME TOWN LN+SAINT CLOUD, FL 34769	1600 BLK MUSCOGEE RD
SHAUGHNESSY ROSE MARIE	1203 MUSCOGEE RD+CANTONMENT, FL 32533	1203 MUSCOGEE RD
SHELBY JAMES K & TAMI	9945 BEULAH RD LT 1+PENSACOLA, FL 32506	9945 BEULAH RD LT 1
SHELBY LARRY R	9925 BEULAH RD+PENSACOLA, FL 32526	9925 BEULAH RD
SHELBY SHIRLEY B	9945 BEULAH RD+PENSACOLA, FL 32526	9945 BEULAH RD
SHELBY TERRY J & JANET N	9935 BEULAH RD+PENSACOLA, FL 32526	9935 BEULAH RD
SHELTON AUSTIN &	1758 BOOTH LAKE RD+CANTONMENT, FL 32533	1758 BOOTH LAKE RD
SHELTRY SANDRA E	185 ANDALUSIA RD+CANTONMENT, FL 32533	185 ANDALUSIA RD
SHEROUSE KURTIS A &	14 JACKS BRANCH RD+CANTONMENT, FL 32533	14 JACKS BRANCH RD
SHERRILL TROY L &	6452 MEADOW FIELD CIR+PENSACOLA, FL 32526	6452 MEADOW FIELD CIR
SHIREY DAVID H	3847 WILDER RD+CANTONMENT, FL 32533	3847 WILDER RD
SHIVER DARLA A	77 GREENTREE CIR+CANTONMENT, FL 32533	77 GREEN TREE CIR
SHORT MARTHA L	2165 MATHISON RD+CANTONMENT, FL 32533	2165 MATHISON RD
SHUTTLEWORTH MICHAEL E &	2953 STEFANI RD+CANTONMENT, FL 32533	SCHIFKO RD
SIDE WINDER CATTLE LLC	1007 AIRPORT BLVD+PENSACOLA, FL 32504	1618 JACKS BRANCH RD
SIDNER JOSH &	13844 BEULAH RD+CANTONMENT, FL 32533	13844 BEULAH RD
SIGHTLER DEWITT JR & PATSY W	PO BOX 728+CANTONMENT, FL 32533	3490 JOHN WILSON RD
SIMMONS FELIX H & MAMIE L	3254 MASSENA DR+PENSACOLA, FL 32526	3254 MASSENA DR
SIMMONS JAMES T	1201 JACKS BRANCH RD+CANTONMENT, FL 32533	1201 JACKS BRANCH RD
SINGLETON RITA D ARRANT	6400 MEADOW FIELD CIR+PENSACOLA, FL 32526	6400 MEADOWFIELD CIR
SMALLWOOD RANDALL C 1/2 &	1134 MUSCOGEE RD+CANTONMENT, FL 32533	1134 MUSCOGEE RD
SMILLIE DANNY &	7822 BEULAH RD+PENSACOLA, FL 32526	300 BLK FARGO RD
SMILLIE PATRICIA A	355 FARGO RD+CANTONMENT, FL 32533	355 FARGO RD
SMITH AL J &	2295 CHIPPENDALE RD+CANTONMENT, FL 32533	2295 CHIPPENDALE RD
SMITH DOUGLAS E &	1813 MATHISON RD+CANTONMENT, FL 32533	1813 MATHESON RD
SMITH ELLA G &	3309 BO PEG RD+CANTONMENT, FL 32533	3309 BO PEG RD
SMITH JAMES L & JEAN I	2086 HWY 196+MOLINO, FL 32577	2086 HIGHWAY 196

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SMITH JAMES M	9941 LYNNDALE RD+PENSACOLA, FL 32526	9941 LYNNDALE DR
SMITH JEFFREY D	PO BOX 93+CANTONMENT, FL 32533	1451 COUNTRY HILLS DR
SMITH KURTIS B &	3277 CLOVIS CT+CANTONMENT, FL 32533	3277 CLOVIS CT
SMITH LORENZO M &	PSC 76 # 6103+APO, AP 96319	6031 PATCH LN
SMITH WILLIAM T & SHIRLEY A	180 CARLISLE DR+CANTONMENT, FL 32533	180 CARLISLE DR
SNIPES CHRISTOPHER A	6405 MEADOW FIELD CIR+PENSACOLA, FL 32526	6405 MEADOW FIELD CIR
SNYDER DAVID & NICOLE	1128 JACKS BRANCH RD+CANTONMENT, FL 32533	1128 JACKS BRANCH RD
SOUTHLAND TELEPHONE CO	3 HIGH RIDGE PK+STAMFORD, CT 06905	HIGHWAY 196
SPANN JOSEPH H JR & KELLIE R	6059 CHESTER DR+PENSACOLA, FL 32526	781 JACKS BRANCH RD
SPIVEY RANDALL M & SANDRA C	112 FARGO RD LT A+CANTONMENT, FL 32533	112 FARGO RD
STALLWORTH FRANCIS M &	3330 BOPEG RD+CANTONMENT, FL 32533	3330 BO PEG RD
STALLWORTH WILLIAM F 1/2 INT	PO BOX 152+CANTONMENT, FL 32533	3335 N HIGHWAY 29 HWY
STANCHIO DONOVAN S	3408 NATHERLY DR+PENSACOLA, FL 32526	3408 NATHERLY DR
STEADHAM SCOTT	205 SANTA ROSA RD+CANTONMENT, FL 32533	1451 RIVER ANNEX RD
STEEN JANET E	480 ANNIE BELL DR+CANTONMENT, FL 32533	480 ANNIE BELL DR
STEPHENS CARMEN M EST OF	C/O ERICK STEPHENS+2101 VARIAN CT+PENSACOLA, FL 32504	356 FARGO RD
STEPHENS ERICK N	2101 VARIAN CT+PENSACOLA, FL 32504	300 BLK FARGO RD
STEPHENS LAVONNE F &	1500 JACKS BRANCH RD+CANTONMENT, FL 32533	1500 BLK JACKS BRANCH RD
STEPHENS LINDA L	930 CHARLEMAGNE DR+CANTONMENT, FL 32533	930 CHARLEMAGNE DR
STEVICK HAL	3291 MASSENA DR+PENSACOLA, FL 32526	3291 MASSENA DR
STEWARD TULLOS M	6449 MEADOW FIELD CIR+PENSACOLA, FL 32526	6449 MEADOW FIELD CIR
STEWART TONY &	7258 ANNA ST+GRAND BLANC, MI 48439	341 ANNIE BELL DR
STILL JOEL D	2820 ANNIE BELL CT+CANTONMENT, FL 32533	2820 ANNIE BELL CT
STRAHOTA RICHARD C & NIKKI J	3401 BODLEY RD+CANTONMENT, FL 32533	3401 BODLEY RD
STRAUGHN BETTY JEAN &	231 JACKS BRANCH RD+CANTONMENT, FL 32533	380 BLK ANNIE BELL DR
STRAUGHN BETTY P	231 JACKS BRANCH RD+CANTONMENT, FL 32533	231 JACKS BRANCH RD
STRAUGHN MALCOLM C JR &	231 JACKS BRANCH RD+CANTONMENT, FL 32533	231 JACKS BRANCH RD
STRAUGHN ROBIN WECKLEY	381 ANNIE BELL DR+CANTONMENT, FL 32533	381 ANNIE BELL DR
STROHL JONATHAN T & STACY L	4010 NORTHRIDGE DR+CUMMING, GA 30040	3221 MASSENA DR
STRONKO TIMOTHY C & REBECCA A	3279 MASSENA DR+PENSACOLA, FL 32526	3279 MASSENA DR
STUDWAY LLC	40 ANDALUSIA RD+CANTONMENT, FL 32533	113 SANTA ROSA RD
SULLIVAN VINCENT	5550 DOGWOOD DR+MILTON, FL 32570	303 S HIGHWAY 97
SUTTER DANIEL O	2165 HWY 196+MOLINO, FL 32577	2165 BARRINEAU PARK RD
SUTTON MICHAEL S &	3355 HWY 29 N+CANTONMENT, FL 32533	3355 HIGHWAY 29 N

DRAFT

SWAFFORD VERGIA MAE EST OF	19045 TALQUIN DR+TALLAHASSEE, FL 32310	70 BLK GREEN TREE CIR
SWINDLE EUGENE D & ELIZABETH L	10090 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10090 CASTLEBERRY BLVD
TANTON JOHNNIE E & CYNTHIA K	3321 WILD TURKEY RD+CANTONMENT, FL 32533	3320 WILD TURKEY RD
TAYLOR DAVID C &	4001 JAMIE CT APT 1H+RALEIGH, NC 27613	791 JACKS BRANCH RD
TAYLOR DONALD	92 GREEN TREE CIR+CANTONMENT, FL 32533	92 GREEN TREE CIR
TESSICINI LINDA C &	10001 ISAACS LANE+PENSACOLA, FL 32526	10001 ISAACS LN
THALLER FRANCIS J III	841 JACKS BRANCH RD+CANTONMENT, FL 32533	841 JACKS BRANCH RD
THOMAS HARRY A	10101 ISAACS LN+PENSACOLA, FL 32526	10101 ISAACS LN
THOMAS JAMES L	6406 MEADOW FIELD CIR+PENSACOLA, FL 32526	6406 MEADOW FIELD CIR
THOMAS MONA M CLARK	25250 HY 90+ROBERTSDALE, AL 36567	GREEN TREE CIR
THOMPSON JERRY T	1865 STOUT RD+CANTONMENT, FL 32533	1865 STOUT RD
THOMPSON MARY J	3481 HWY 29 N+CANTONMENT, FL 32533	3481 HIGHWAY 29
THOMPSON NEIL J & SANDRA J	3692 WILDER RD+CANTONMENT, FL 32533	3692 WILDER RD
THOMPSON RONALD J	1136 MUSCOGEE RD+CANTONMENT, FL 32533	1136 MUSCOGEE RD
THOMPSON SHARON &	1145 ADOBE TRL+CANTONMENT, FL 32533	1137 MUSCOGEE RD
THOMPSON TOBY J	454 KITTRELL RD+CANTONMENT, FL 32533	454 KITTRELL ST
THUMMALA SHANKER	1239 MUSCOGEE RD+CANTONMENT, FL 32533	MUSCOGEE RD
TILKA PATRICK J TRUSTEE FOR	10036 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10036 CASTLEBERRY BLVD
TOLBERT JOHN N & CRYSTAL A	10925 TRELLIS LN+PENSACOLA, FL 32526	10925 TRELLIS LN
TREMONT BONNIE L	13860 BEULAH RD+CANTONMENT, FL 32533	13860 BEULAH RD
TROIL KIRK P & KARRON G	26599 SAINT REGIS LODGE RD+ROBERTSDALE, AL 36567	10933 TRELLIS LN
TUCKER MICHAEL D & NICOLE M	10937 TRELLIS LN+PENSACOLA, FL 32526	10937 TRELLIS LN
TUGWELL MARY C	3239 HWY 29 N+CANTONMENT, FL 32533	3239 HIGHWAY 29 NORTH
TULLIUS KEITH G	4699 LANETT DR+PENSACOLA, FL 32526	112 RIVER ANNEX RD
TURNER JAMES F JR	3660 WILDER RD+CANTONMENT, FL 32533	3660 WILDER RD
TUTTLE WILLIAM J	74 GREEN TREE CIR+CANTONMENT, FL 32533	74 GREEN TREE CIR
US BANK NATIONAL ASSOCIATION	3185 S CONWAY RD STE E+ORLANDO, FL 32812	881 JACKS BRANCH RD
US BANK NATIONAL ASSOCIATION TRUSTEE FOR	8950 CYPRESS WATERS BLVD+COPPELL, TX 75019	13875 TIMBER CREEK DR
VANDERBILT MORTGAGE AND FINANCE INC	PO BOX 9800+MARYVILLE, TN 37802	1140 MUSCOGEE RD
VAUGHN EVA	C/O PHILIP VAUGHN+2045 SUMMIT BLVD+PENSACOLA, FL 32503	MUSCOGEE RD
VICTORY ASSEMBLY OF GOD INC	1895 VICTORY RD+CANTONMENT, FL 32533	1895 VICTORY RD
VINES DRANNON W & BARBARA B	1145 RIVER ANNEX RD+CANTONMENT, FL 32533	1145 RIVER ANNEX RD
WALLACE JAMES &	9932 ELERAL DR+PENSACOLA, FL 32526	9932 ELERAL DR
WALLACH SCOTT FRANCIS TRUSTEE FOR	9916 ELERAL DR+PENSACOLA, FL 32526	9916 ELERAL DR

DRAFT

WALSH NANCY M	3305 BO PEG RD+CANTONMENT, FL 32533	3305 BO PEG RD
WARD STEPHEN E & BRENDA J	1091 JACKS BRANCH RD+CANTONMENT, FL 32533	1091 JACKS BRANCH RD
WEAVER CHRISTOPHER R	342 SAN CARLOS RD+CANTONMENT, FL 32533	342 SAN CARLOS RD
WEAVER MOEHRKE VICTORIA LEE 1/2 INT	2575-A HWY 196+MOLINO, FL 32577	2575 HIGHWAY 196
WEBB BENJAMIN SR & RACHAEL	1400 COUNTRY HILLS DR+CANTONMENT, FL 32533	1400 COUNTRY HILLS RD
WEEDEN GIDEON A	585 EARL GENE ROAD+CANTONMENT, FL 32533	585 EARL GENE RD
WEEKLEY TOMMY R	PO BOX 282+CANTONMENT, FL 32533	1620 MUSCOGEE RD
WEIDERT JOHN	10630 BEULAH ROAD+PENSACOLA, FL 32526	10630 BEULAH RD
WEIDLICH JASON S & TRACI M	1754 JACKS BRANCH RD+CANTONMENT, FL 32533	1130 MUSCOGEE RD
WEIDLICH JASON S & TRACI M	1754 JACKS BRANCH RD+CANTONMENT, FL 32533	1754 JACKS BRANCH RD
WELFORD KERRY G & TAMMY M	76 GREENTREE CIR+CANTONMENT, FL 32533	82 GREEN TREE CIR
WELLS CLAYTON	10760 BEULAH RD+PENSACOLA, FL 32526	10760 BEULAH RD
WESLEY CAPRICIA M & HELMEISTER JUDITH ANN TRUSTE	3501 CASTLEBAR CIR+TALLAHASSEE, FL 32308	300 BLK ANDALUSIA RD
WESLEY DURWARD O	1455 RIVER ANNEX RD+CANTONMENT, FL 32533	1455 RIVER ANNEX RD
WESTMARK FRANK E &	PO BOX 575+CANTONMENT, FL 32533	2025 KINGSFIELD RD
WHITE PHILLIP P & DIANA J	2000 MATHISON RD+CANTONMENT, FL 32533	2000 MATHISON RD
WHITEHURST JOHN W & EDNA W	701 JACKS BRANCH RD+CANTONMENT, FL 32533	701 JACKS BRANCH RD
WHITFIELD JOHN A & CHARLOTTE B	2014 MATHISON RD+CANTONMENT, FL 32533	2014 MATHISON RD
WHITING ADRIAN J JR	3399 WILD TURKEY RD+CANTONMENT, FL 32533	3399 WILD TURKEY RD
WHITSON CARL R JR &	1224 MUSCOGEE RD+CANTONMENT, FL 32533	1224 MUSCOGEE RD
WHITSON PAUL M	55 GREENTREE CIR+CANTONMENT, FL 32533	55 GREEN TREE CIR
WILDER JESSIE &	13889 TIMBER CREEK RD+CANTONMENT, FL 32533	13889 TIMBER CREEK RD
WILEY CLAUDE S	33266 BROWNS LANDING RD+SEMINOLE, AL 36574	240 ANDALUSIA RD
WILEY CLAUDE SAMUEL	254 ANDALUSIA RD+CANTONMENT, FL 32533	256 ANDALUSIA RD
WILEY PAUL E	3448 RIVERSIDE DR+PENSACOLA, FL 325148171	139 NAVARRO RD
WILEY STEVEN A &	2665 COUNTY ROAD 3+MILLRY, AL 36558-8432	NAVARRO RD
WILKERSON EDWARD A	3764 WILDER RD+CANTONMENT, FL 325339576	3764 WILDER RD
WILKERSON EDWARD A & MARY L	3764 WILDER RD+CANTONMENT, FL 32533	3754 WILDER RD
WILKES CAROLYN WILKERSON	3797 HWY 29 NORTH+CANTONMENT, FL 32533	3797 HIGHWAY 29 N
WILLETS TYLER C	663 ARAGON ST+PENSACOLA, FL 32502-6192	STOUT RD
WILLIAMS BARBARA ANN	1545 MUSCOGEE RD+CANTONMENT, FL 32533	1545 MUSCOGEE RD
WILLIAMS BEVERLY D	10909 TRELLIS LANE+PENSACOLA, FL 32526	10909 TRELLIS AVE
WILLIAMS DAVID B &	10012 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10012 CASTLEBERRY BLVD
WILLIAMS DAVID L &	931 JACKS BRANCH RD+CANTONMENT, FL 32533	931 JACKS BRANCH RD

DRAFT

WILLIAMS JON P &	10042 CASTLEBERRY BLVD+PENSACOLA, FL 32526	10042 CASTLEBERRY BLVD
WILLIAMSON CONNIE D &	6500 TOE TUCK DR+PENSACOLA, FL 32526	6500 TOETUCK DR
WILLOUGHBY JAMES D &	10050 BEULAH RD+PENSACOLA, FL 32526	10050 BEULAH RD
WILSON ARTHUR J & RICKY N	13850 BEULAH RD+CANTONMENT, FL 32533	13848 BEULAH RD
WILSON ARTHUR J JR & RICKY N	13850 BEULAH RD+CANTONMENT, FL 32533	13850 BEULAH RD
WILSON JOHN L	405 JONES CREEK RD+CONWAY, MO 65632	3400 BLK JOHN WILSON RD
WILSON WILBORN H & JANICE S	PO BOX 350+CANTONMENT, FL 32533	
WILSON WILBORN H & JANICE S	PO BOX 350+CANTONMENT, FL 32533	CHIPPENDALE RD
WINERICH SHIRLEY ANN	143 SANTA ROSA RD+CANTONMENT, FL 32533	143 SANTA ROSA RD
WOOD BRIAN A & TERRI L	2140 PLAZA KADIE+CHULA VISTA, CA 91914	10913 TRELLIS LN
WOOD JOEY M & DEBRA R	6360 FRANK REEDER RD+PENSACOLA, FL 32526	6360 FRANK REEDER RD
WOOD RONNIE W SR & SANDRA F	3349 WILD TURKEY RD+CANTONMENT, FL 32533	3349 TURKEY RD
WOODBURY DEAN H EST OF	C/O JULIE KENDALL+2540 BROOKLYN ST+PENSACOLA, FL 32514	6 JACKS BRANCH RD
WOODFIN HUDSON W SR & PATRICIA E	399 FARGO RD+CANTONMENT, FL 32533	399 FARGO RD
WOODLANDS LLC	6419 NW 99TH DR+PARKLAND, FL 33076	
WOODS DANIEL A	3805 HWY 29 N+CANTONMENT, FL 32533	3805 HIGHWAY 29 N
WRIGHT WARREN THOMAS JR	3232 MASSENA DR+PENSACOLA, FL 32526	3232 MASSENA DR
YATES ROY S	9970 LYNNDALE DR+PENSACOLA, FL 32526	9970 LYNNDALE DR
YORK CATHERINE PETERSON	PO BOX 2025+PENSACOLA, FL 32513	1865 W KINGSFIELD RD
ZUKOSKI MICHAEL S	9924 ELERAL DR+PENSACOLA, FL 32526	9924 ELERAL DR

DRAFT

Association of Counties, 100 S. Monroe Street, Tallahassee, FL 32301.

A copy of the agenda may be obtained by contacting: Ginger Delegal, (850)922-4300 or gdelegal@fl-counties.com or www.FACRestore.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Ginger Delegal, (850)922-4300 or gdelegal@fl-counties.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

The Escambia County Board of County Commissioners announces a public meeting to which all persons are invited.

DATE AND TIME: April 19, 2016, 5:30 p.m. – 7:00 p.m., CT

PLACE: Plainview Baptist Church, 1101 West Nine Mile Road, Pensacola, Florida 32534

GENERAL SUBJECT MATTER TO BE CONSIDERED: A study being undertaken by the County to develop and evaluate alternative corridors to identify which are viable corridors for the proposed Escambia Beltway project, a new four-lane divided high speed controlled or limited access arterial highway, on a combination of existing and new alignment that would connect US 90A/SR 10 (West Nine Mile Road) with US 29/SR 95 and provide a new interchange at I-10 in Escambia County, Florida. The proposed project is approximately 11.4 miles in length. The average width of the corridors to be evaluated is 1,000 feet. This width was chosen because it provides the opportunity to refine an alternative's alignment to further avoid or minimize involvement with sensitive resources during subsequent project development phases.

A copy of the agenda may be obtained by contacting: Gregory S. Allen, PE at (850)466-4113 or gregory.allen@atkinsglobal.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Cheryl Sackman at (850)466-4126 or via email at cheryl.sackman@atkinsglobal.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Gregory S. Allen, PE at (850)466-4113 or gregory.allen@atkinsglobal.com.

FLORIDA SURPLUS LINES SERVICE OFFICE

The Florida Surplus Lines Service Office, Board of Governors announces a public meeting to which all persons are invited.

DATE AND TIME: April 18, 2016, 1:00 p.m.

PLACE: 1441 Maclay Commerce Drive, Suite 200, Tallahassee, FL 32312

GENERAL SUBJECT MATTER TO BE CONSIDERED: Quarterly business meeting; general business matters to be discussed.

A copy of the agenda may be obtained by contacting: Georgie Barrett at gbarrett@fslso.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Bobbi Harter at bharter@fslso.com or 1(800)562-4496. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

FLORIDA SURPLUS LINES SERVICE OFFICE

The Florida Surplus Lines Service Office, Board of Governors announces a public meeting to which all persons are invited.

DATE AND TIME: August 2, 2016, 1:00 p.m.

PLACE: Vinoy Renaissance St. Petersburg Resort, St. Petersburg, Florida

GENERAL SUBJECT MATTER TO BE CONSIDERED: Quarterly business meeting; general business matters to be discussed.

A copy of the agenda may be obtained by contacting: Georgie Barrett at gbarrett@fslso.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Bobbi Harter at bharter@fslso.com or 1(800)562-4496. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

GHYABI & ASSOCIATES

The Florida Department of Transportation (FDOT) announces a public meeting to which all persons are invited.

DATE AND TIME: Monday, April 11, 2016, 4:00 p.m. – 5:00 p.m.

PLACE: Daytona Beach International Airport, Airline Room-(First Floor, West side at the very end before/past the ticket counters), 700 Catalina Drive, Daytona Beach, FL 32114

GENERAL SUBJECT MATTER TO BE CONSIDERED: Financial Management No.: 242715-2-52-01.

DRAFT

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

ESCAMBIA COUNTY, FL
MEETING INFORMATION

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

April 10TH, 2016

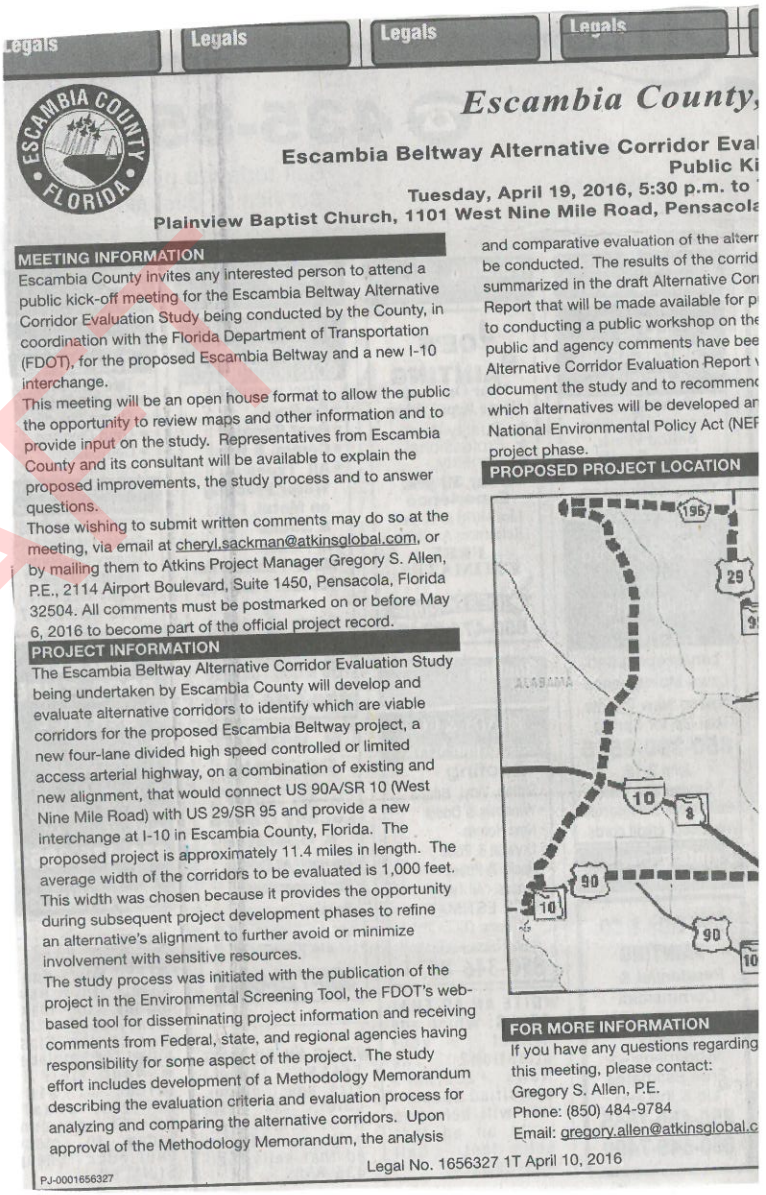
Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida,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

Sworn to and subscribed before me this **11TH** day of April, **2016**, by **Tricia Wible**, who is personally known to me.

Tricia Wible
Affiant

Mark Dee Kent
Notary Public

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266



Legals | Legals | Legals | Legals

ESCAMBIA COUNTY FLORIDA

Escambia County,

Escambia Beltway Alternative Corridor Eval
Public Ki
Tuesday, April 19, 2016, 5:30 p.m. to
Plainview Baptist Church, 1101 West Nine Mile Road, Pensacol

MEETING INFORMATION

Escambia County invites any interested person to attend a public kick-off meeting for the Escambia Beltway Alternative Corridor Evaluation Study being conducted by the County, in coordination with the Florida Department of Transportation (FDOT), for the proposed Escambia Beltway and a new I-10 interchange.

This meeting will be an open house format to allow the public the opportunity to review maps and other information and to provide input on the study. Representatives from Escambia County and its consultant will be available to explain the proposed improvements, the study process and to answer questions.

Those wishing to submit written comments may do so at the meeting, via email at cheryl.sackman@atkinsglobal.com, or by mailing them to Atkins Project Manager Gregory S. Allen, P.E., 2114 Airport Boulevard, Suite 1450, Pensacola, Florida 32504. All comments must be postmarked on or before May 6, 2016 to become part of the official project record.

PROJECT INFORMATION

The Escambia Beltway Alternative Corridor Evaluation Study being undertaken by Escambia County will develop and evaluate alternative corridors to identify which are viable corridors for the proposed Escambia Beltway project, a new four-lane divided high speed controlled or limited access arterial highway, on a combination of existing and new alignment, that would connect US 90A/SR 10 (West Nine Mile Road) with US 29/SR 95 and provide a new interchange at I-10 in Escambia County, Florida. The proposed project is approximately 11.4 miles in length. The average width of the corridors to be evaluated is 1,000 feet. This width was chosen because it provides the opportunity during subsequent project development phases to refine an alternative's alignment to further avoid or minimize involvement with sensitive resources.

The study process was initiated with the publication of the project in the Environmental Screening Tool, the FDOT's web-based tool for disseminating project information and receiving comments from Federal, state, and regional agencies having responsibility for some aspect of the project. The study effort includes development of a Methodology Memorandum describing the evaluation criteria and evaluation process for analyzing and comparing the alternative corridors. Upon approval of the Methodology Memorandum, the analysis and comparative evaluation of the alterr be conducted. The results of the corrid summarized in the draft Alternative Cor Report that will be made available for p to conducting a public workshop on the public and agency comments have bee Alternative Corridor Evaluation Report document the study and to recommen which alternatives will be developed ar National Environmental Policy Act (NEP project phase.

PROPOSED PROJECT LOCATION

FOR MORE INFORMATION

If you have any questions regarding this meeting, please contact:
Gregory S. Allen, P.E.
Phone: (850) 484-9784
Email: gregory.allen@atkinsglobal.c

PJ-0001656327

Legal No. 1656327 1T April 10, 2016

DRAFT

Pensacola News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

ESCAMBIA COUNTY, FLORIDA
ESCAMBUA BELTWAY ALTERNATIVE
CORRIDOR EVALUATION STUDY
PUBLIC KICKOFF MEETING

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

APRIL 16, 2016

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

Sworn to and subscribed before me this **18TH** day of **APRIL, 2016**, by **JAMIE STARKEY**, who is personally known to me.

Jamie Starkey Affiant

Mark DeKent Notary Public

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266

Escambia County, Florida

Escambia Beltway Alternative Corridor Evaluation Study
Public Kickoff Meeting
Tuesday, April 19, 2016, 5:30 p.m. to 7:00 p.m. (CDT)
Plainview Baptist Church, 1101 West Nine Mile Road, Pensacola, Florida 32534

MEETING INFORMATION

Escambia County invites any interested person to attend a public kick-off meeting for the Escambia Beltway Alternative Corridor Evaluation Study being conducted by the County, in coordination with the Florida Department of Transportation (FDOT), for the proposed Escambia Beltway and a new I-10 interchange.

This meeting will be an open house format to allow the public the opportunity to review maps and other information and to provide input on the study. Representatives from Escambia County and its consultant will be available to explain the proposed improvements, the study process and to answer questions.

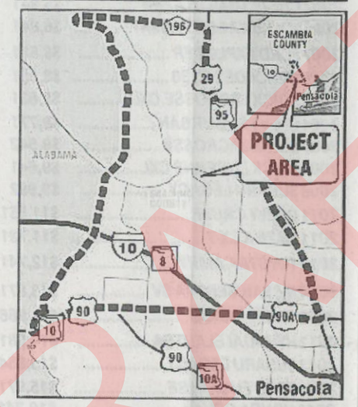
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The study process was initiated with the publication of the project in the Environmental Screening Tool, the FDOT's web-based tool for disseminating project information and receiving comments from Federal, state, and regional agencies having responsibility for some aspect of the project. The study effort includes development of a Methodology Memorandum describing the evaluation criteria and evaluation process for analyzing and comparing the alternative corridors. Upon approval of the Methodology Memorandum, the analysis and comparative evaluation of the alternative corridors will be conducted. The results of the corridor analysis will be summarized in the draft Alternative Corridor Evaluation Report that will be made available for public review prior to conducting a public workshop on the findings. After public and agency comments have been considered, a final Alternative Corridor Evaluation Report will be prepared to document the study and to recommend the corridors in which alternatives will be developed and evaluated under the National Environmental Policy Act (NEPA) in a subsequent project phase.

PROPOSED PROJECT LOCATION



FOR MORE INFORMATION

If you have any questions regarding the proposed project or this meeting, please contact:
Gregory S. Allen, P.E.
Phone: 850-466-4113
Email: gregory.allen@atkinsglobal.com

PJ-0001656639

Legal No. 1656639 1T April 16,2016

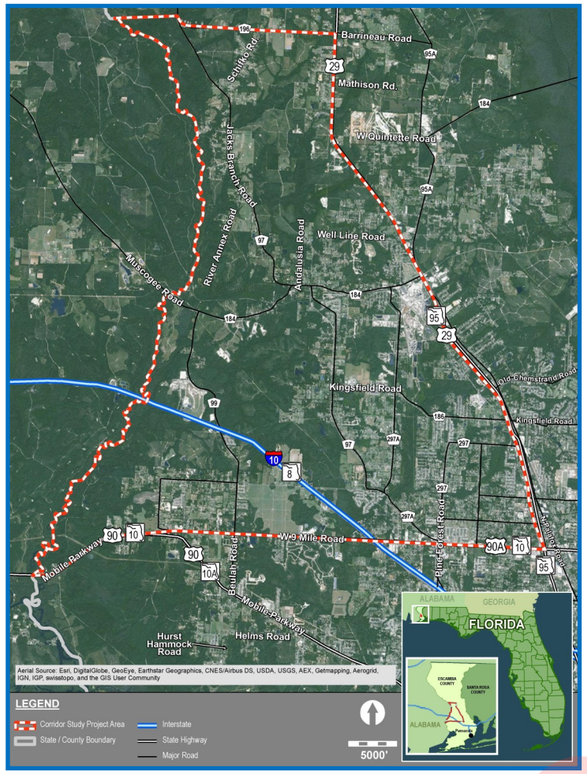
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This is an Escambia County Project.
Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

CONTACT INFORMATION

David Forte
Project Manager
Escambia County Transportation and Traffic Operations Division
3363 West Park Place
Pensacola, Florida 32505
PH: 850-595-3434
dvforte@co.escambia.fl.us

Gregory S. Allen, P.E.
Project Manager
Atkins
2114 Airport Blvd., Suite 1450
Pensacola, Florida 32504
PH: 850-466-4113
gregory.allen@atkinsglobal.com



PROJECT LOCATION

Highway Development Process



This project is in the corridor study phase. It has been published in FDOT's programming screen and comments have been received. A Methodology Memorandum (MM) has been prepared and submitted for concurrence by the Federal Highway Administration (FHWA). Once FHWA acknowledges the MM is acceptable, the evaluation of corridor effects (ACE) will be conducted and the alternatives compared. The ACE process will be documented in a report that will be made available for comment by reviewing agencies and the public prior to a public corridor meeting. Agency and public comments will be used in making the final recommendations regarding the corridor(s) to be advanced into the Project Development and Environment (PD&E) phase and incorporated into the final ACE report. FHWA will determine the type of environmental documentation that will be required during the PD&E phase. A schedule for the PD&E phase will be provided once FHWA issues the Environmental Class of Action.

FUTURE PHASES REQUIRED

PD & E

FINAL DESIGN

RIGHT-OF-WAY ACQUISTION

CONSTRUCTION

Public Kickoff Meeting for an Alternative Corridor Evaluation Study Beulah Beltway US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

ETDM Project Number: 14059

Tuesday, April 19, 2016

Welcome

Welcome and thank you for participating in this public kickoff meeting for the Alternative Corridor Evaluation Study—Beulah Beltway. This meeting is an opportunity for the public to learn about the project, become familiar with the study process, and provide initial feedback on issues of concern to you. This meeting will be an open house format to allow you the opportunity to review maps and other information on display. Representatives from Escambia County and its consultant for the project will be available to explain the proposed improvements, the study process, and to answer questions. Please review the display boards that depict the alternative corridor. Any persons who wish to submit written comments and other exhibits in place of or in addition to an oral discussion with project representatives may submit comments to the county's consultant, who will forward them to the county in a consolidated report for review. Comments will be accepted by mail, telephone, fax, or e-mail until May 6, 2016.

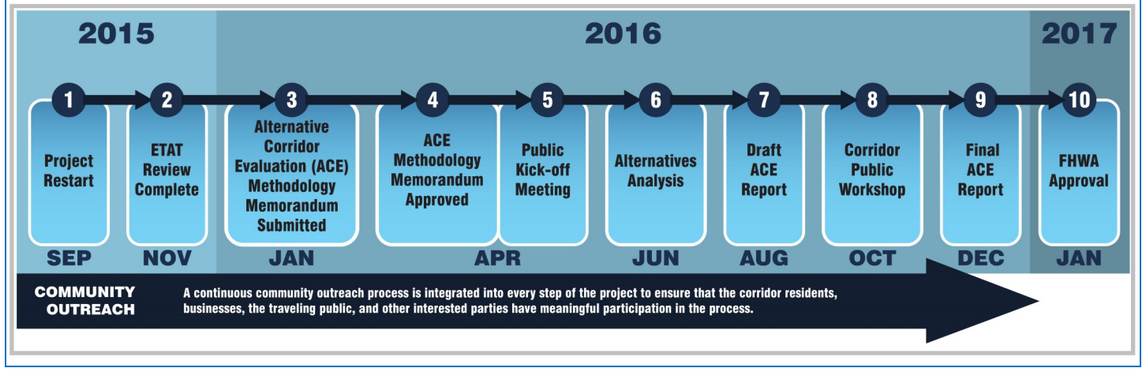
Please address comments to:

Gregory S. Allen, P.E.
Atkins Project Manager
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Phone: (850) 466-4113
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Email: Gregory.allen@atkinsglobal.com

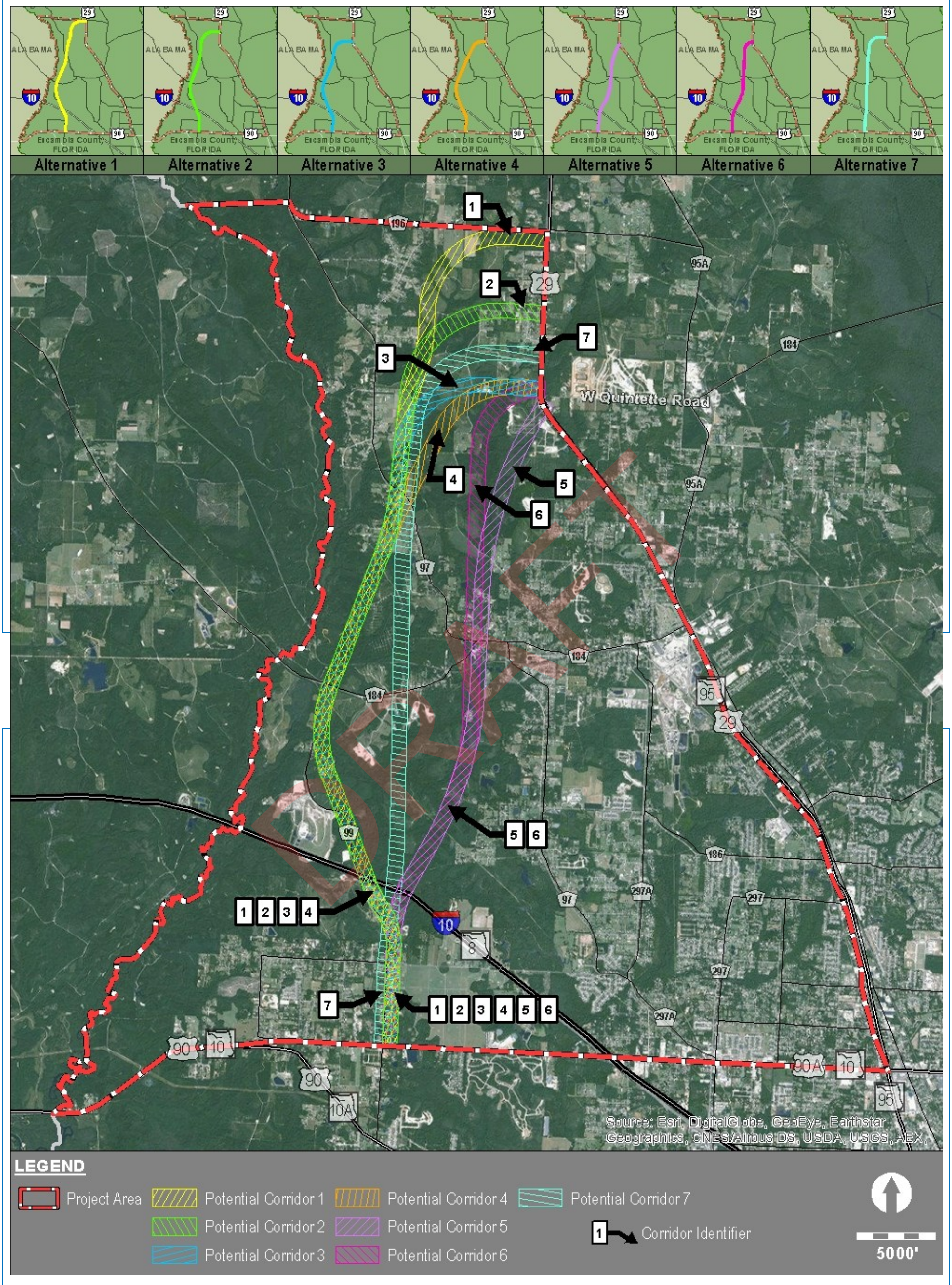
Project Description

The study being undertaken by the county will develop and evaluate alternative corridors to identify which are viable corridors for the proposed Beulah Beltway project, a new four-lane divided high speed controlled or limited access arterial highway, on a combination of existing and new alignment, that would connect US 90A/SR 10 (West Nine Mile Road) with US 29/SR 95 and provide a new interchange at I-10 in Escambia County, Florida. The proposed project is approximately 11.4 miles in length. The average width of the corridors to be evaluated is 1,000 feet. This width was chosen because it provides the opportunity to refine an alternative's alignment to further avoid or minimize involvement with sensitive resources during subsequent project development phases.

Project Schedule



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COMBINED CORRIDORS

Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Rex Hughes III	1999 Stout Rd Cantonment Fla	850 530 0200	
2	Tim Stonko	3279 MASSENA Dr. Pcola 32526	450-0099	TBJL@BellSouth.Net
3	HARRY THOMAS	10101 ISAACS LANE 32526	813/727-4996	retiredpns2003@msn.com
4	Doug & Shirley Hill	1268 W 10 Mile 32533	850-476-5645	shirley426@yahoo.com
5	Kevin Robinson	PNJ - 2 N. Palafox St. 32502	435-8527	Krobinson4@pnjcom
6	Mike Crawley			CRAWL1961@CMAIL.COM
7	Carl Ortt		433-6438	
8	Jacqueline Rogers	1420 Ridge Way, Cantonment		jacquelinearogers360@gmail.com
9	CHERYL SACKMAN	2114 AIRPORT BLVD		cheryl.sackman@atkinsglobal.com
10	Floyd Petersen	1143 Camaree Place	474-0680	drivenfloyd@excite.com
11	Michael Matcke	5950 W 9 Mile Rd	698-8753	mmatckc@gmail.com
12	LINDA Carleen	9555 Bradlewood Rd	850 455 2069	lindacarleena@me.com
13	LINDA Turberville	443 LITTLETON ST, CANTONMENT	850-572-7310	—
14	ELAINE STORMS	605 BARDSTOWN ST. CANTONMENT	850-857-6665	
15	Jason Ripley	2114 Airport Blvd. Pens, FL 32504		Jason.Ripley@atkinsglobal.com

Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	RICHARD PODEMSKI	8885 MARSH ELDER DR 32526	850.207.0023	PODEMSKIR@GMAIL.COM
2	Jason Weidlich	1754 Jacks Branch Rd 32533	850-393-5444	
3	Melissa Pusateri	9941 Eleral Dr. 32526		mmpusateri@hotmail.com
4	Jim Maydell	3011 WINDERMERE DR 32503	850.324.4525	———
5	BOB GUERSKI	7 PARDA BLVD 32526		
6	Mr. Lu Broughton	4007 Erika Ct 32526	941 4029	lubroughton@bellsouth.net
7	Cecilia Campbell	5965 Frank Reeder Rd 32526	850-944-0786	bamazac@bellsouth.net
8	FRANK WESTMARK	2025 W. KINGSFIELD RD	850-937-1835	ejwestmark@Aol.com
9	KEITH HARVEY	366 AIRPORT CT	8502060084	
10	Danny	8680 Bowman Rd (850)	477-2172	DNicho7624@ATT.net
11	MARK COONROD	1500 VEET LANE CANTONMENT, FL 32533	850-957-5781	me@MarkCoonrod.com
12	MATT PATRICK	133 Navarro Rd Cantonment	850-501-7311	livwyr@yahoo.com
13	Theresa Stanton	6685 Frank Reeder Rd P'cola FL 32526	850-944-6690	
14	M Kingsley	0116 W Kingsfield Rd		
15	Ronnie Heaton	9305 Amherst Dr. Pen. 32534	850 477-0309	—

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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Susanne Timmons	2393 W. Bayshore Rd. G.B	529-9576	
2	Rowena & Doug Peterson	8870 Spider Lily Way Pcola	944-7700	
3	Nikki Pfeifer	1457 Dunhurst Dr.	466-2779	npfeiferpns@gmail.com
4	Justin Schaffer	2950 Sundance Ln, 32533	850 494 3046 850 712 1003	scha8609@bellsouth.net
5	Donald B. Dobbs	50 Eden Lane 32533	964 05 98	
6	Benny Malone	255 Santa Rosa Rd 32533	968.9279	
7	Tia McCombs	5872 Dahoon Dr. Pensacola FL 32526	607-7996	
8	Carol Armstrong	4241 Schifko Rd	754-0254	silvereagles04@yahoo.com
9	[illegible]	201 Neck's Branch		
10	Alan Vann	FDOT	On File	
11	Bill Fetke	4589 Waterwheel Turn 32514	8505255763	wfetke@yahoo.com
12	Cheryl Holland	5950 Frank Reeder 32526	850 324-7756	
13	Dutch Hollinos	2356 Aisard Ct 32532		
14	Phyllis Fingham	1571 Evers Haven Court.	3862955587	
15	Mary Flowers	10051 Isaacs LN Pensacola, FL	(850)944-8263	

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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Lillian Scott	3486 John Wilson Rd Cant. Fl 32533	850 380-5530	N/A
2	ANNE HELMS	10100 Hillview Dr. 32514	380-2642	N/A
3	W. J. BONIFAY	1420 BUSH ST PEN	476-9002	HCAJZA@COX.NET
4	Brandon Knight	ECUA brandon.knight@ecua.fl.gov	969-6650	[redacted] PANHANDLE.RR.
5	H DON HENDRIX	2551 W. KINGSFIELD RD 32533	206 5525	DONREALTOR@COM
6	Karen Sindel	4051 Barrancas ANS 32507	454 6884	karensindel@cox.net
7	Kathren Simmons	1201 Jacks Branch Rd 32533		theoldmarriedcouple@yahoo.com
8	BOBBY NIGH	8718 REBEL RD PEN FL 32526		
9	Richard + Theresa Blackwell	9535 Tower Ridge Rd, Pens, 32526	727-510-3650	theresa.blackwell@gmail.com
10	Vernell Parker	460 8 Pebble Cook Ct Pens	37586	994-6661
11	GARY W HARD	810 S Hwy 97 Cantonment 32533	791-1928	GARYHARD55@YAHOO.COM
12	Paul Alexander	5050 Schaag Rd Molino 32577		
13	BOB BARRON	5806 DAWSON DR PENSACOLA 32526	410 215 5491	
14	Deborah Ramser	425 Kittrell St., Cantonment, FL	850-968-1124	deborahramser@yahoo.com
15	Kim Ramser	" " "	850-968-1124	deborahramser@yahoo.com

Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Beverly Gunn	9919 Stirrup Dr, Cantonment		
2	David Gunn	9919 Stirrup Dr, Cantonment		
3	JULIE SCHROEDER			jschroeder@escpa.org
4	Brenda Alexander	5050 Ichaac rd. milton		
5	Sandra Franklin	1443 Keylah Ct Pcola		bri1968@yahoo.com
6	Alice Kersey	9480 Darlene Cir — Beulah		
7	Oren Castille	9690 Cove Ave, P'Cola 32534		
8	Sandra Castille	" " " "		SLCass@Cox.net
9	Deborah A Bremer	2150 West Kingsfield RD 32533		dbremsr@yahoo.com
10	Jacob Gilmore	8284 Gibson Rd Molino, FL 32577		Jg.ilmore@gilmoreservices.com
11	Pat Reynolds	1420 Chalet Place Pensacola 32514		
12	Ron Reynolds	1690 Grainoy Ln Cantonment, FL 32533		ronr46@gmail.com
13	Mary Nicholas	442 Ten Mile Rd Pensacola 32534		
14	Christine Nielsen	3428 Natherly Dr. P'Cola 32526		
15	TR EAGAN	2101 HALLMARK DR. 32503		EAGANTR@GMAIL.com

Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Kristine McGaskill	3476 John Wilson Rd Cantonment 32533		Krismc63@yahoo.com
2	Wilson Robertson Esc. BCC			
3	Charles A Jones	8640 Cove Ave Pensacola	476 0945	
4	Brandon Vines	1145 River Ranch Rd.	937-1894	
5	Barbara Vines	" " " "	937-1899	
6	Ed Shehee	1618 Jack's Branch Rd	572-6595	
7	Kathy Barron	5806 Dahoon Ln. Pensacola 32526	410-491-0169	Kathyabarron@hotmail
8	Larry Walker	9245 Woodrow Rd 32514	852-723-6094	lwalker2007@gm...
9	Robert Wade	872 W. 9 1/2 Mile Rd. 32534	850.698.0143	Wander4leya...
10	JOHN KELLAS	8974 SALT GRASS DR 32526	850 502-1244	jhnkellas@gmail.com
11	Steve and Cathy England	806 Coulter Ave. Cantonment	850-968-5074	cengland25@aol.com
12	Roy O'Brien	6710 Wonderlake Rd Pcola 32526	944 2752	
13	Darryl Forsythe	1571 Evers Haven	386-257-5869	
14	James Flowers	~~8085~~ 8051 Isaacs Ln	944 8263	—
15	Fred Thompson	7142 Belgium Cir	432-1052	FRT@NWFLS.com

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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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1	Peggy Orren	9937 Eleral DR Pensacola		P.orren@juno.com
2	Gary Kramer	4081 E. Olive Road Suite A Pensacola	332-7476x219	gary.Kramer@wfrpc.org
3	Scott Lunsford	1045 Pentheview Dr 14	850-602-1823	scottlunsford2016@gmail.com
4	Sandy Donschke	3956 Dunwoody Dr. Pcola, FL 32503		Sondralynn65@gmail.com
5	Brad Rosenblatt	2114 Airport Blvd, Pcola, FL 32503	850-478-9844	edward.rosenblatt@atkinsglobal.com
6	John Haynie	2114 Airport Blvd Pcola FL 32504		John.Haynie@atkinsglobal.com
7	Alex Welfle	2114 Airport Blvd, Pensacola FL 32504		Alexander.Welfle@atkinsglobal.com
8	PATRICK BURKE	2114 AIRPORT BLVD, PENSACOLA FL 32504		james.burke@atkinsglobal.com
9	Zackary Stuhr	4810 Livingston Dr, Pensacola FL 32504		Zack.Stuhr@atkinsglobal.com
10	Kevin Morgan	2114 Airport Blvd, Pensacola FL 32504	850-478-9844	Kevin.Morgan@atkinsglobal.com
11	Jeff Helms	2114 Airport Blvd, Pensacola, FL 32504		Jeff.Helms@atkinsglobal.com
12	Greg Allen	2114 Airport Blvd, Pensacola, FC 32504		Gregory.Allen@atkinsglobal.com
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Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Bruce Cook	13899 Beulah Rd, Cant, FL 32533	850-968-2332	sac196556@bellsouth.com
2	Lisa Cook	"	"	"
3	Roger Rogers	Kilmdille Rd	939 5522	
4	Virginia Nichols	10620 Beulah Rd	944-2185	
5	Edwin A. Amory	10080 Bristol Park Rd	850-417-9555	
6	Charles T. McCormick	2160 Beacon Ln Cantonment FL 3253	850-968-5928	
7	Kevin McNeal	11992 West Roberts Rd	857-4807	
8	L. H. Westmoreland	8985 Abbington Ave Dr		
9	Kenneth Pace	6783 Fort Deposit Dr	944-1981	KPace4652@Hot.Com
10	Bryant Brantley	2639 N. Monroe, Bldg C, Tallahassee, FL		Bryant.Brantley@atkinsglobal.com
11	Alicia Barber	2639 N. Monroe, Bldg C, Tallahassee, FL		Alicia.Barber@atkinsglobal.com
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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Evelyn Keith	3559 N. Highway 29, Cantonment	982-1590	ekeith@uwf.edu
2	Jane Jernigan	1910 Mathison Rd Cantonment	850 587-3869	
3	Tom & Becky Conley	1748 Jacks Branch Rd - Cantonment		
4	David Brannen	P.O. Box 940 Gulf Breeze FL 32562	232-3000	David@Bayside.cc
5	David Wu	3999 Stefani Rd 32533	850-393-9455	dwu6688@gmail.com
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Public Kickoff Meeting
April 19, 2016

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Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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1	Mel Langham	8884 Ashington Dr. Pace, FL.	(850) 375-2563	langhammel@yahoo
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Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	T. W. ELLIS	116 DUKE AVE.	850-476-6218	WINSTOKE@COX.NET
2	Pamela Langham	8884 Abbington Dr 32534	850-375-7562	pelangham@gmail.com
3	James Nelson	1925 S Hwy 97 32533	937-0717	cvsurg2001@yahoo.ca
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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Raymond Jernigan	1920 Mathison Rd	850-587-3214	
2	Pamela Campbell	3251 Hwy 29 N	850-380-9565	
3	Jody Nielsen	1925 South Hwy 97 Cantonment, FL	850-937-0717	
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Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	John Ahlbogl	2350 Quorum Ferry Ln Cantonment	850-969-7928	Jmhlbn@gmail.com
2	Thomas & Louise Murphy	10141 ISAACS Ln	850-529-5480	
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Public Kickoff Meeting
April 19, 2016

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US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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1	Pat + Angie Cotton	2018 Mathison Rd Cantonment, FL 32533	607.3734	patrickacotton@hotmail.com
2	Ana Benitez	2036 Filly Road, Cantonment FL 32533	407-590-3692	cactus9@earthlink.net
3	John S. Anderson	1727 Boothlake Rd. Cantonment Fla.	587-2402	
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Sign-In Sheet
Public Kickoff Meeting
April 19, 2016

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Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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#	NAME	ADDRESS	PHONE	E-MAIL
1	Julian Smith	9581 Pinecone Dr Cantonment 32533	850.9124068	
2	Jim DeVries	Esc. Co.		
3	DON MASTERS	9141 WINDSONG LN, PENSACOLA 32534	850 501-5260	DMASTERS773@YAHOO
4	Hudson Woodside	399 Fargo Rd. Cantonment	850 968-9015	
5	Brenda Broughton	4007 Erika Ct Pensacola, Fl 32526	850 941-4029	
6	JOE TIERNAN	6772 PORT DEPOSIT DR 32526	850-512-4349	joseph.tiernan@yahoo
7	Noah Franklin	9352 Bellridge DR. 32526	850-9446936	
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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

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Name: Virginia W. Nielsen Date: 04/19/2016

Address: 10620 Beulah Road
Pensacola, Florida 32526

E-mail Address: nielsenratings1@aol.com

Phone Number: 850-944-2188

Comments:

Would like to receive a comprehensive report on the proposed changes.

Virginia Nielsen

Beulah & Frank Reeder

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE

OR

FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 10, 2016

Ms. Virginia Neilson
10620 Beulah Road
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Ms. Neilson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options. It will be some time before a comprehensive report such as you requested will be available. In the meantime, you can stay up-to-date on the project by visiting www.beulahbeltway.com.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Theresa + Richard Blackwell Date: 4/19/16

Address: 9535 Tower Ridge Rd
Pensacola, FL 32526

E-mail Address: rcbnext@gmail.com

Phone Number: 727-723-3354

Comments: Our main concern is Beulah Rd between 9 mile rodd + I-10. ~~They all~~

- Keep speed limit at 45 MPH - the urban roadway
- like to have that section fast-tracked and open ASAP
- We prefer options 5+6 for corridor, the most direct route to 29, if not environmentally damaging more than option 7.
- Try to preserve wetlands for our wildlife. Wetland restoration or swapping wetlands for banks don't result in livable habitat for local wildlife.

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PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Richard & Mrs. Theresa Blackwell
9535 Tower Ridge Road
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Mr. & Mrs. Blackwell:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Paul Alexander Date: 4-19-16

Address: 5050 Schaaf Rd
Molino, Fla

E-mail Address:

Phone Number: 494-9711

Comments: In 10 years what is the growth To Quintette Rd. Should be looking at 196 at the closest sight to start on Northend - 97 be best at 29 - then again - lets Finish 9 mile Road and leave room at Beulah Rd for expansion.

Amen

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 10, 2016

Ms. Paul Alexander
5050 Schaag Road
Molino, FL 32577

RE: Proposed Beulah Beltway

Dear Mr. Alexander:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: ANA BENITEZ Date: 4/19/2016

Address: 2036 Filly Road
Cantonment, FL 32533

E-mail Address: cactus9@earthlink.net

Phone Number: 407-590-3692

Comments:

Strategically speaking, It makes more sense to take Option #1 to go higher and alleviate the traffic. It would expedite mobility of people in case of an emergency for evacuation purposes. Have entries and exit exits only at strategic points like Kingsfield, Moscogee Rd, etc. It would give an easier and faster access to I-65 and Atmore. In conclusion, #1 will encompase more drivers giving an easier and faster way to tap into 9mile Road.

Respectfully yours,

Thanks for conducting this informal meeting!

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 10, 2016

Ms. Ana Benitez
2036 Filly Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Benitez:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options. It will be some time before a comprehensive report such as you requested will be available.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Carol Armstrong Date: 4-19-16

Address: 4241 Schifko Rd
Cantonment FL

E-mail Address: silvereagles04@yahoo.com

Phone Number: 850-754-0254

Comments: Of all the plans to me, it looks like Potential Corridor 7 has the best potential since in the future, it would be easy to connect to I-65 for evaluation plans - while its not a part of this study to connect it to I-65 whatever we can do to enhance that will help everyone. Should an "Ivan" hurricane ever come our way again.

I'm glad to see that the Section Plan approved some time ago will have good transportation plans to facilitate the growth in a non-hap-hazard ways as was common in Pensacola's early days. ii

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 10, 2016

Ms. Carol Armstrong
4241 Schifko Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Armstrong:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Evelyn Keith Date: 4/19/2016

Address: 3559 N. Highway 29,
Cantonment, FL 32533

E-mail Address: ekeith@uwf.edu

Phone Number: (850) 982-1590 call & TXT OK

Comments: In order to alleviate congestion and push traffic up North quicker & safer, I recommend the Potential Route #1, it will connect 9 Mile Road to Barrineau Park Road & this will alleviate congestion & provide a Real alternative for Hurricane Evacuation. It would allow for easier & faster connector to Atmore & then onto I-65. It would save money also since this area is less congested of Homes & Neighborhoods. It would also protect wild life & preserve the smaller creek & water sheds that are near Routes # 2 thru 7.

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Thank you
Evelyn Keith

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Evelyn Keith
3559 N. Highway 29
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Keith:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Ceceilia Campbell Date: 4/19/16

Address: 5965 Frank Reeder Rd
Pensacola, FL 32524

E-mail Address: bamazac@bellsouth.net

Phone Number: 850-207-0603

Comments: Thankyou for the informative maps and the congeniel, helpful participants from Atkins agency

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 10, 2016

Ms. Ceceilia Campbell
5965 Frank Reeder Road
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Ms. Campbell:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Friday, May 06, 2016 12:15 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Beulah Beltway Project

FYI

From: me@MarkCoonrod.com [mailto:me@MarkCoonrod.com]
Sent: Friday, May 06, 2016 11:12 AM
To: dvforte@co.escambia.fl.us; Allen, Gregory S <G.Allen@atkinsglobal.com>
Cc: district5@myescambia.com
Subject: Beulah Beltway Project

Sirs,

The first step in gaining public support for a proposed project, or at least minimizing opposition to it, is providing a "clear, committed vision". A clear vision allows supporters to rally around a plan with which they agree. A commitment to that vision helps reduce criticism by assuring against imagined worst-case scenarios, which fuel anxiety and fear, leading to resistance.

When I attended the Beltway meeting on April 19th, I was looking for that "clear, committed vision". Unfortunately, it was nowhere to be found. Although I was not present during the first several minutes of the meeting, I did not observe any elected officials present. I would have expected that a proposed project of this scale and impact would have warranted attendance by multiple representatives presenting their "vision" for the future.

The Adkins representatives with whom I spoke were friendly and polite, but they did not provide any indication that there is a "clear, committed vision" concerning this project. They described their objective as providing proposed routes for a "connector" between Beulah Road/West Nine Mile Road intersection area and US Highway 29, presumably in the vicinity of the County's Commerce Park near West Quintette Road. A "connector" is not a "beltway", and the fact that this dichotomy exists is a cause for serious concern. Adkins developed 7 "alternative" connector routes, but could not provide any description of what factors led to the development of the various alternatives; nor, could they provide any insight into how the routes should or would be evaluated. With this type of uncertainty in this earliest stage, the public cannot feel assured that there is a "clear, committed vision".

The County's literature refers to this project as a "beltway". Most folks consider a "beltway" to provide a high-speed alternative route around an area of congestion along an established route, usually in the form of a 180° to 360° loop bypass around a town/city. I imagine that a "beltway" in Escambia County would be an alternative route for Interstate 10 and Highway 29 travelers. Given that Pensacola is on the coast, a "beltway" around Pensacola would necessarily pass to the north of town. The proposed "beltway" would benefit those travelling between northern Escambia County and Interstate 10 / West Nine Mile Road, but in a more traditional sense should be considered to benefit those travelling between Mobile and Tallahassee. In order to provide this typical 180° alternative route for Interstate 10 traffic around Pensacola, a "beltway" around Pensacola would necessarily extend into Santa Rosa County. At the April 19th meeting, there was absolutely no knowledge of any coordination with Santa Rosa County concerning continuing the project east of Highway 29 in Escambia County. With this apparent lack of direction, the public cannot feel assured that there is a "clear, committed vision".

The Adkins representatives displayed one poster showing various theoretical road layouts, including 2-lane interim, 4-lane urban, and 4-lane rural configurations. The main point of this display seemed to be that although the "alternative routes" are depicted as 1000 feet wide, the actual roadway would likely

DRAFT

not exceed 300 feet wide. There was no “clear, committed vision” of whether this “beltway” would be a “restricted-access” type, with access only via interchanges (like Interstate 10), a “limited-access” type, with service roads adjacent to and funneling traffic into the main roadway (like Rangeline Road in Mobile), or “general-access”, with all adjacent parcels having direct access to the main roadway (like Highway 29). The characteristics of these three types of roadways are greatly different. Each serves different purposes most efficiently, and each has differing susceptibility to increasing congestion as time passes. Being unable to specify the nature of the roadway being contemplated, it is obvious that a “clear, committed vision” does not exist.

Until a “clear, committed vision” is provided, I must voice my opposition to any further movement on this proposed “beltway”. Many people stand to be impacted by this project – they all deserve to know the intentions from the very beginning.

I would be most favorably affected by a plan for a restricted-access roadway. The small number of interchanges along this highway should coincide with crossings of other major roadways, perhaps I-10, Muscogee Road, and Jack’s Branch Road in addition to their terminal points on West Nine Mile Road and Highway 29. Crossings at other roadways should be done by elevating one roadway or other, so that no traffic lights are required. This type of design could move traffic efficiently for decades – other types of roadways with access along the length of the roadway will become increasingly congested over time. This type of roadway could also maintain the country feel of the area by creating it with restrictions such as those that exist along Kentucky’s Blue Grass Parkway. (Billboards and other advertisements are not allowed along the Parkway, preserving the natural views for travelers and adjacent property owners alike.)

Thank you for taking the time to consider my views!

Sincerely,
Mark Coonrod
(850) 393-4155

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Mark Coonrod
1500 Vert Lane
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Coonrod:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

Please allow me to address the very thoughtful comments in your e-mail of May 6, 2016.

1. *"The first step in gaining public support for a proposed project, or at least minimizing opposition to it, is providing a "clear, committed vision". A clear vision allows supporters to rally around a plan with which they agree. A commitment to that vision helps reduce criticism by assuring against imagined worst-case scenarios, which fuel anxiety and fear, leading to resistance."*

   The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008. All these planning documents were developed and approved within the parameters of a public involvement process which includes meetings and approval from local governments, public meetings, and the assistance of the Transportation Planning Organization Technical Advisory Committee and Citizen's Advisory Committee. All agendas, minutes, and planning documents can be accessed at www.wfrpc.org.

   The Escambia County Mid-West Sector Plan DSAP (2011) discusses a "Beeline Corridor" and its importance in facilitating area transportation movement projected for the year 2035, it also recognized that the corridor was already included in other regional transportation planning documents. The Sector Plan was also developed through a public involvement process. Transportation improvements planned for Midwest Escambia County are intended to:

   "a. Create a highly interconnected, multi -modal transportation system that efficiently links housing to employment and retail opportunities
   b. Develop a hierarchy of transportation corridors that would increase mobility and accessibility within the OSP while respecting existing residential development
   c. Create an interconnected and accessible pedestrian and bicycle network
   d. Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact, mixed-use and transit-oriented development patterns"
   (VHB MillerSellen, 2011)

   Exhibits from the Mid-West Sector Plan and the 2035 and 2040 LRTPs are enclosed in this response for your review. Please note as you view the LRTP exhibits that there is a corresponding phase of the beltway planned for Santa Rosa County, east of Milton.

DRAFT

5. *The Adkins representatives displayed one poster showing various theoretical road layouts, including 2-lane interim, 4-lane urban, and 4-lane rural configurations. The main point of this display seemed to be that although the "alternative routes" are depicted as 1000 feet wide, the actual roadway would likely not exceed 300 feet wide. There was no "clear, committed vision" of whether this "beltway" would be a "restricted-access" type, with access only via interchanges (like Interstate 10), a "limited-access" type, with service roads adjacent to and funneling traffic into the main roadway (like Rangeline Road in Mobile), or "general-access", with all adjacent parcels having direct access to the main roadway (like Highway 29). The characteristics of these three types of roadways are greatly different. Each serves different purposes most efficiently, and each has differing susceptibility to increasing congestion as time passes. Being unable to specify the nature of the roadway being contemplated, it is obvious that a 'clear, committed vision' does not exist.*

   It is true the actual roadway will probably not exceed 300 feet in width. The 1,000 foot corridor width allows for greater flexibility in planning the actual route within the corridor, and also allows for right-of-way for utilities that generally follow the same course as major roads.

   Part of the preliminary planning process is to not only identify corridors, but to identify the type of roadway that should be designed and constructed. This will be determined during the evaluation phase, and will likely be refined as time goes by.

   The "typical section board" you are referring to shows exactly that; typical roadway sections. These typical sections will also be refined as the project progresses.

I hope this response has provided you with the some clarity regarding this project. You can find more information about the Escambia County Optional Sector Plan on the County's web site, here: http://www.myescambia.com/business/ds/optional-sector-plan

You can learn more about the West Florida Regional Planning Council/Florida-Alabama Long-Range Transportation Plan here: http://www.wfrpc.org/wp-content/uploads/2014/08/Needs-Assessment-Report.pdf

Your comments and recommendations regarding the proposed Beulah Beltway are being considered and will be incorporated into the project documentation.

Sincerely,

David V. Forte
Project Manager

Enclosures

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Rex W Hughes III Date: 4-28-16

Address: 1999 Stout Rd Cantonment, FLa 32533

E-mail Address: Rdive59@Yahoo.com

Phone Number: 850-530-0200

Comments: My conserns are that cow devil creek will turn into a carpenter creek development. our creeks should be protected more. Not being built with development 5' within. Boundary should be 100's OF yards away. Not to Mention all the Aquifer's you will Pollute if you don't. There is 7 that I Know of Just by my house. The point is, there is only one Earth and I care about it. Please Keep this in mind, and not let the pollution continue. PS you have the Power to stop this Nonsense, so use it.

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE

OR

FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN APRIL 29, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Rex W. Hughes III
1999 Stout Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Hughes III:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Friday, May 06, 2016 1:42 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Beulah Beltway

From: Tom Conley [mailto:cedar_ridge_2011@yahoo.com]
Sent: Friday, May 06, 2016 12:21 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Beulah Beltway

Our major concern in regard to the proposed routes is avoidance of the Jacks Branch watershed area. Road contamination will ultimately flow down Jacks Branch, the Perdido River, and ultimately to the already-polluted Perdido Bay.

Proposed routes 5 & 6 appear less intrusive to residents and sensitive waterways.

The other routes will lower many more property values and come at a greater expense to the actual cost of the road. They also appear to impact a much greater watershed area.

Thank you for the opportunity to express our concern.

Tom and Becky Conley
1748 Jacks Branch Rd
Cantonment FL 32533

Sent from Yahoo Mail for iPad

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. & Mrs. Tom Conley
1748 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. & Mrs. Conley:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Wednesday, April 27, 2016 10:54 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Alternative Corridor Evaluation Study Escambia County

FYI

From: James Cannova [mailto:jcannova@vinsupport.com]
Sent: Wednesday, April 27, 2016 7:24 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: RE: Alternative Corridor Evaluation Study Escambia County

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450,
Pensacola, FL 32504
Phone: (850) 466-4113
Fax: (850) 478-0620
Email: Gregory.allen@atkinsglobal.com

Concerning proposed Beltway Routes 5 and 6

We own the property located at 222 Fargo Rd Cantonment Florida 32533. Our property encompasses 37+ acres. Proposed alternative route 6 and 5 that run adjacent to and or through our property. The east side of our property which would border alternative route 6 on the west side and alternative route 5 which is slightly further east of our property.

I would like to submit the following comments:

1. A cursory examination of this route the will pass north of Jack Branch road along Green Tree Circle will reveal a large amount wetlands either directly along or adjacent to the route. I would point out the following,
A: the 7 acre spring fed pond (fed by 5 springs) on my property located adjacent alternative route 6.
B: Approximately 10 acres of flood prone wetlands south of the pond mentioned previously.
C: a 1/2 acre spring fed pond located in the far southeast corner of my property that feeds a small creek running through the wetlands and ending in our 7 acre pond.
D: Directly to the southeast of my property and in the area marked for Alternative route 6 are 2 other spring fed ponds of approximately 1+ acre in size. One of these ponds and spring is in the direct path of Aternative route 6. Both of these spring fed ponds drain into the wetlands located on my property and then into the pond on my property.
E: Study of a U.S.G.S. topographical map will reveal the tremendous problems associated with the water drainage in this area. To be exact: water falling north of Jack branch road drains north in the direction of the wetlands and pond on my property. This water then proceeds further north thru more wetlands located on the north side of my property and continue further north about 2000 through some more wetlands and into a pond on the land north of my property. The water then proceeds on a northwesterly route eventually passing under Jack Branch road and ending in the Perdido River. The point being starting approximately 500 feet west of my property (which includes Alternative Route 6 and 7) all drain west into my land and the wetlands and pond located their. Also the land due south of us to Jack Branch road drains north into the ponds and wetlands previously mentioned. Any deforesting or clearing of this land will

DRAFT

compound the current water drainage problems. To put this in perspective the creek draining north of my property runs about 6 inches deep and about 2 feet wide on a constant basis. In the past 4 years I have lived here this creek has never run dry (Visual verification has revealed at least 9 springs in the aforementioned areas feeding this creek). During heavy rainstorms this creek water level increases exponentially with a 5 to 8 day period of time for it to return to a normal flow. Excavation in the area has revealed a hardpan at a varies depths on the properties mentioned which causes the following affect, water that does not run off to drain, will drain off horizontally after it reaches the hardpan resulting in numerous seasonal springs. The creation of the route in this area with its associated tree clearing and groundcover destruction will present long term water drainage problems by compounded existing issues and the roadbed adding additional water volume run off. To put it mildly there is a host of drainage problems and wetland destruction associated with alternative route 6 and only slightly alleviated by the more easterly alternative route 5 do the fact that it is only 500 feet or less further east in the area we are discussing.
F: My work with the county on a building placement on my property and the limitations because of flooding and wetlands has given me a in depth awareness of the water problems in this area. The massive rain storm in April of 2014 presented problems all across the county and had serious affects in the proposed route. During this storm my drainage system was overloaded. The overflow pipes filled to capacity, the bypass for the pound was overwhelmed and the dam overtopped. The proposed changed to the terrain and drainage patterns of the area would change a event like this from a disaster to a catastrophe. Considering the prospects of hurricanes and intense tropical storms any changes to topography and drainage patterns without proper study could have long term property usage affects making some of this area uninhabitable or in the least prone to constant flooding. I would suggest you discuss these problems with the county as they are intently aware of Andalusia Road and the drainage problems with that road. Any heavy rainfall floods Andalusia Rd and turns it into a small creek running right over Muscogee Rd. A road bed with standard elevation would redirect all this water east and west with catastrophic consequences.

2. I would also like to see what work has been done to offset habitat and protected species impacts. Living here has provided me with detailed information on the wildlife inhabiting my property which includes the following.

A: At least 1 pair of nesting Osprey that raise their young here every year and use my pond as their primary food source.
B: A family of Otters have their den located in the wetlands directly south of my pond
C: at least 5 species of turtles living in the ponds on our property
D: a large variety of other species can be found on our property including but not limited to bats, owls, the usual host of 4 legged creatures, along with just about every variety of snake from eastern diamond back rattlers to your regular garden snakes.
E: I am aware of the changes to the Heritage Oak governance, I brought in a tree specialist to help trim all our trees to help them flourish. I am aware of at least 6 trees on this property that require special qualifications to work on them. Just so you are aware there are trees on this property that have been here longer then most people in this county.

I bring all of these things to your attention to impress upon you the uniqueness of the local environment. Plz forward any studies or work done that would address our concerns.

Thank You for your time and Consideration

James S. Cannova
Sharon L. Eissler
222 Fargo Rd
Cantonment Florida 32533

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. James Cannova
222 Fargo Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Cannova:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Rex W Hughes III Date: 4-28-16

Address: 1999 Stout Rd Cantonment, FLa 32533

E-mail Address: Rdive59@Yahoo.com

Phone Number: 850-530-0200

Comments: My conserns are that cow devil creek will turn into a carpenter creek development. our creeks should be protected more. Not being built with development 5' within. Boundary should be 100's OF yards away. Not to Mention all the Aquifer's you will Pollute if you don't. There is 7 that I Know of Just by my house. The point is, there is only one Earth and I care about it. Please Keep this in mind, and not let the pollution continue. PS you have the Power to stop this Nonsense, so use it.

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE

OR

FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN APRIL 29, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Rex W. Hughes III
1999 Stout Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Hughes III:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting and protecting the watershed and other vulnerable environmental assets.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Gary W. Huston
Direct (850) 432-8331
Fax (850) 208-7100
ghuston@clarkpartington.com

May 5, 2016

HAND DELIVERED

Doug Underhill
Board of County Commissioners
Escambia County, Florida
221 S. Palafox Street, Suite 400
Pensacola, FL 32502

Grover C. Robinson, IV
Board of County Commissioners
Escambia County, Florida
221 S. Palafox Street, Suite 400
Pensacola, FL 32502

Steven Barry
Board of County Commissioners
Escambia County, Florida
221 S. Palafox Street, Suite 400
Pensacola, FL 32502

Lumon May
Board of County Commissioners
Escambia County, Florida
221 S. Palafox Street, Suite 400
Pensacola, FL 32502

Wilson Robertson
Board of County Commissioners
Escambia County, Florida
221 S. Palafox Street, Suite 400
Pensacola, FL 32502

DRAFT

Re: Proposed "Escambia Beltway"

Dear County Commissioners:

We represent Pensacola Rifle & Pistol Club, Inc. ("PRPC"), which owns a 140-acre tract located in the crosshairs of the proposed Escambia Beltway. PRPC does not oppose the concept of the proposed road but does oppose six of the seven routes proposed by Atkins Global.

PRPC contends that the proposed route should either connect with U.S. Highway 29 somewhere in the vicinity of Atkins' proposed "Alternative 5" or close to the County's Central Commerce Park, or farther north toward Molino in the vicinity of State Highway 97 or State Highway 99.

What is the Purpose of the Escambia Beltway?

The information released to the public does not state the intended purpose of the project. PRPC believes there are at least three plausible purposes:

1. To spur development of the western central area of Escambia County;

2. To serve as a hurricane evacuation route;

3. To connect a proposed I-10 interchange at Beulah Road with the County's Central Commerce Park and The Bluffs industrial site along the Escambia River, north of UWF.

If the Purpose is Known, the Location and Design of the Road Can Better Be Chosen

If the Escambia Beltway is intended to spur the development of those parts of Escambia County east of the Perdido River, west of U.S. Highway 29, north of I-10 and south of State Highway 97 - - in short, to facilitate the long-dormant Escambia County Mid-West Sector Plan - - the proposed road should be located consistent with the Memorandum of Understanding Between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, and DDJ Land Company, LLC (dated October 4, 2007) ("the MOU").

There are several advantages to this approach. First, pursuant to the MOU, the right-of-way will be donated by the landowners, without cost to the County. Second, the road proposed in the MOU will facilitate development of this part of the County, in a manner consistent with the Escambia County Mid-West Sector Plan. To facilitate development, curb cuts and access to the road would be generously allowed.

On the other hand, if the Escambia Beltway is intended to serve as a hurricane evacuation route, it should be designed to move as many vehicles as far north as quickly as possible. This suggests a limited access roadway connecting to U.S. Highway 29 as far north as feasible to facilitate emergency hurricane evacuations.

However, a limited access roadway would not be as conducive to facilitating early development of this part of the Escambia County, would require purchase of right-of-way at greater cost than pursuant to the MOU, and would miss the opportunity to enhance the success of the Central Commerce Park and the development of The Bluffs industrial site. Additional development of The Bluffs and the Central Commerce Park would spur job growth in Escambia County.

Finally, if the purpose of the Escambia Beltway is to link the Central Commerce Park (and eventually The Bluffs) to the proposed I-10 / Beulah Road interchange, the Beltway's connection to U.S. Highway 29 should be south of the Central Commerce Park, somewhere between Muscogee Road (on the south) and Cedar Tree Lane (on the north). This connection would enhance the appeal of the Central Commerce Park and might facilitate an eventual linkage to the Quintette Road passage through the Escambia River swamp and over the Escambia River into Santa Rosa County.

Problems With the Proposed Alternatives

As mentioned above, Atkins' Alternatives 1, 2, 3, 4 and 7 appear to ignore the MOU and, if chosen, would require the purchase of right-of-way (compared to right-of-way donation pursuant to the MOU), and would be less likely to facilitate early development of this part of the County.

DRAFT

Atkins' Alternatives 5 and 6 might be consistent with the MOU, but there is no indication that Atkins considered the MOU. In addition to the landowners' agreement to donate right-of-way, the roadway proposed in the MOU was located to avoid wetlands areas, saving higher construction costs and avoiding the environmental problems associated with wetlands. Wetlands issues associated with Atkins' Alternatives are not addressed in the information readily available to PRPC (if at all).

Also, as discussed earlier, a limited access road is less likely to spur early development activity by comparison to a collector road.

Better Alternatives

PRPC believes the public interest would better be served by a road that can be constructed at lower expense (pursuant to the MOU), that will facilitate greater tax revenues by spurring development of a presently under-utilized area of Escambia County, and that would enhance job growth by improving the Central Commerce Park's access to I-10 and, potentially, The Bluffs' access to I-10 westbound. PRPC believes that such a road should connect with U.S. Highway 29 somewhere between Muscogee Road and Cedar Tree Lane.

Very truly yours,

Gary W. Huston

Gary W. Huston

GWH/mn
cc: Gregory S. Allen, P.E.
2114 Airport Blvd., Suite 1450
Pensacola, FL 32504

A2251616.DOCX

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Gary W. Huston
125 West Romana Street, Suite 800
Pensacola, FL 32502

RE: Proposed Beulah Beltway

Dear Mr. Huston:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Carl E Wilson
19251 Horseshoe Circle
Seminole, AL
Phone (251)-487-0069
carlandgina93@yahoo.com

April 27, 2016

Gregory S. Allen, P.E:
Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.

Recently, I became aware of the intention to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. Our club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project report.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed termination points a US 29.

The map shows where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map provided by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, it's visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer

DRAFT

built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920's. In 1979 our club decided to stop leasing land and buy our own land and cut it out of what could be "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional property as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected "Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if the US 29 termination points Numbers 3, 4 and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30= year safe firearm shooting facility and protection of the safety buffers.

Please check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Carl E Wilson

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Carl E. Wilson
19251 Horseshoe Circle
Seminole, AL

RE: Proposed Beulah Beltway

Dear Mr. Wilson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Bob Sachlis <bobsachlis@gmail.com>
Sent: Thursday, April 28, 2016 6:12 AM
To: Allen, Gregory S
Subject: Proposed Escambia Beltway

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

DRAFT

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility

which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

DRAFT

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,
Bob Sachlis
9612 Coriander Court
Pensacola, FL 32514
850.554.5505

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Bob Sachlis
9612 Coriander Court
Pensacola, FL 32514

RE: Proposed Beulah Beltway

Dear Mr. Sachlis:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 9:02 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway from I-10 to US 29.

FYI

From: Alan Bint [mailto:alan0907@hotmail.com]
Sent: Wednesday, April 27, 2016 9:39 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway from I-10 to US 29.

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Sir,

Please include my comments below in the official project record for the Escambia Beltway Project from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol club (PRPC) which is located near Mathieson Road in Escambia County. The PRPC has been in this location since 1979 and we own 140 acres of land with most being used as a safety impact buffer between us and our neighbors. Florida law grandfathers us in as a shooting facility.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 termination points, which is the reason for my letter.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination point, this termination point is right on top of our club's firing range. When looking at the map supplied by MyEscambia.com our range facility which utilizes 40 acres for our 140 acre property is visible as the cleared area just to the right of the "Numbers 3 arrow" near the UDS 29 termination point. This termination point will go right through our range, which is grandfathered by the State of Florida. This 40 acres also contains...are you ready....Endangered Pitcher Plants, which are protected by the State of Florida. We have a swamp on that land containing a thriving Endangered Pitcher Plant habitat. Our club has been environmentally active all these years to protect these Pitcher Plants and I personally would hate to see your project go in and destroy them. I don't think the EPA will be very happy about that.

Number 7 directly impacts our club since it would be built using much of our safety buffer and impact area to the North. The turn of this route would also use much of our 60 acre West parcel which connects to our northern 40 acres, which provides an even larger safety zone around our firing line. This Also Takes Away Our Only Access To Our Property, to which we are Grandfathered by the State of Florida to be there and have access.

The right of way for Quintette Road, which is directly to our southern border has already been surveyed. I request that you consider using that instead. Additionally, that land which is part of the Quintette Survey is undeveloped, and has no endangered Pitcher Plants on it.

Routes further to the North, such as Numbers 1 and 2 would be more practical for a termination

DRAFT

point. However, the routes directly to the South of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

I respectfully propose that if the US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address my concerns listed above they be removed from consideration.

Sincerely,

Alan Bint
alan0907@hotmail.com
4106 Coppertree Lane
Pensacola, FL 32504
850-384-3418

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Alan Bint
4106 Coppertree Lane
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Mr. Bint:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Wednesday, April 27, 2016 5:00 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Location of Escambia Beltway Project

FYI

From: Joerg [mailto:gutzeitcorrosion@gmail.com]
Sent: Wednesday, April 27, 2016 3:30 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Location of Escambia Beltway Project

Hello, Mr. Allen,

Recently, I was made aware of intentions to build what has been called the Escambia Beltway from I-10 to US 29. I am writing as a member of the Pensacola Rifle and Pistol Club (PR&PC) located near Mathison Road in Escambia County. PR&PC has been at that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between it and its neighbors. I would like my comments to be included in the official project record.

I have seen the PDF on the project at MyEscambia.com which includes a map showing seven (7) different US 29 terminations some of which intersect at PR&PC's actual firing range. Number 7 directly impacts the club since it would be built using much of the safety/impact buffer to the north. The turn of this route would also use much of the 60-acre west parcel connecting to the northern 40 acres that provides an even wider fire-fan safety buffer. It also takes away the only access to the property. Routes farther to the north, such as Number 1 and Number 2, would be more practical for a termination point while the routes directly to the south of the firing range, such as Number 5 and Number 6, seem to have less existing development. The right of way for Quintette Road, which is directly to the south, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

PR&PC can trace its history back to the 1920s. In 1979, PR&PC decided to stop leasing and buy its own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, the club purchased additional land as a safety/impact buffer. Additionally, the northern safety buffers are conservation areas where no hunting is allowed and there are many areas identified with a variety of the protected Pitcher Plants. For over 30 years since the club established a premier location to safely shoot firearms it has hosted shooting events (including the Fiesta of Five Flags NRA Regional Pistol Match next month) that bring several hundred competitors and their families to the facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address the above concerns, they be removed from consideration as they will directly interfere with an established 30+ year safe firearm shooting facility and protective safety/impact buffers. Please check out the PR&PC website www.pensacolarifleandpistolclub.com/ for additional details.

Best regards,

Joerg Gutzeit, M.S.Chem.Eng.

DRAFT

Process Corrosion Consultants
2562 Sylte Ln
Gulf Breeze, FL 32563

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Joerg Gutzeit
2562 Sylte Lane
Gulf Breeze, FL 32563

RE: Proposed Beulah Beltway

Dear Mr. Gutzeit:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Jim Knerr <bluesteel@cox.net>
Sent: Tuesday, April 26, 2016 10:10 PM
To: Allen, Gregory S
Subject: Escambia Beltway Project -- Public Comment for the record

April 26, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

On the April 18, 2016 10 p.m. WEAR news broadcast I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Board of directors for Pensacola Rifle and Pistol Club located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently own 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen the PDF about the project on MyEscambia.com which includes a map that has seven possible US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

Numbers 3 and 4 on the map of the proposed routes intersect near their US 29 termination directly on top of our club's actual firing range. When looking at the map supplied by MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point. (See Exhibit A)

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access road to the property which is entered using Mathison Rd. (See Exhibit A)

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

DRAFT

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point for a hurricane evacuation route. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas we have identified containing a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to find out more and see what we are all about. Many come here to train for national competitions, myself included. We are an organized group doing our part to help keep Escambia County safe.

Sincerely,

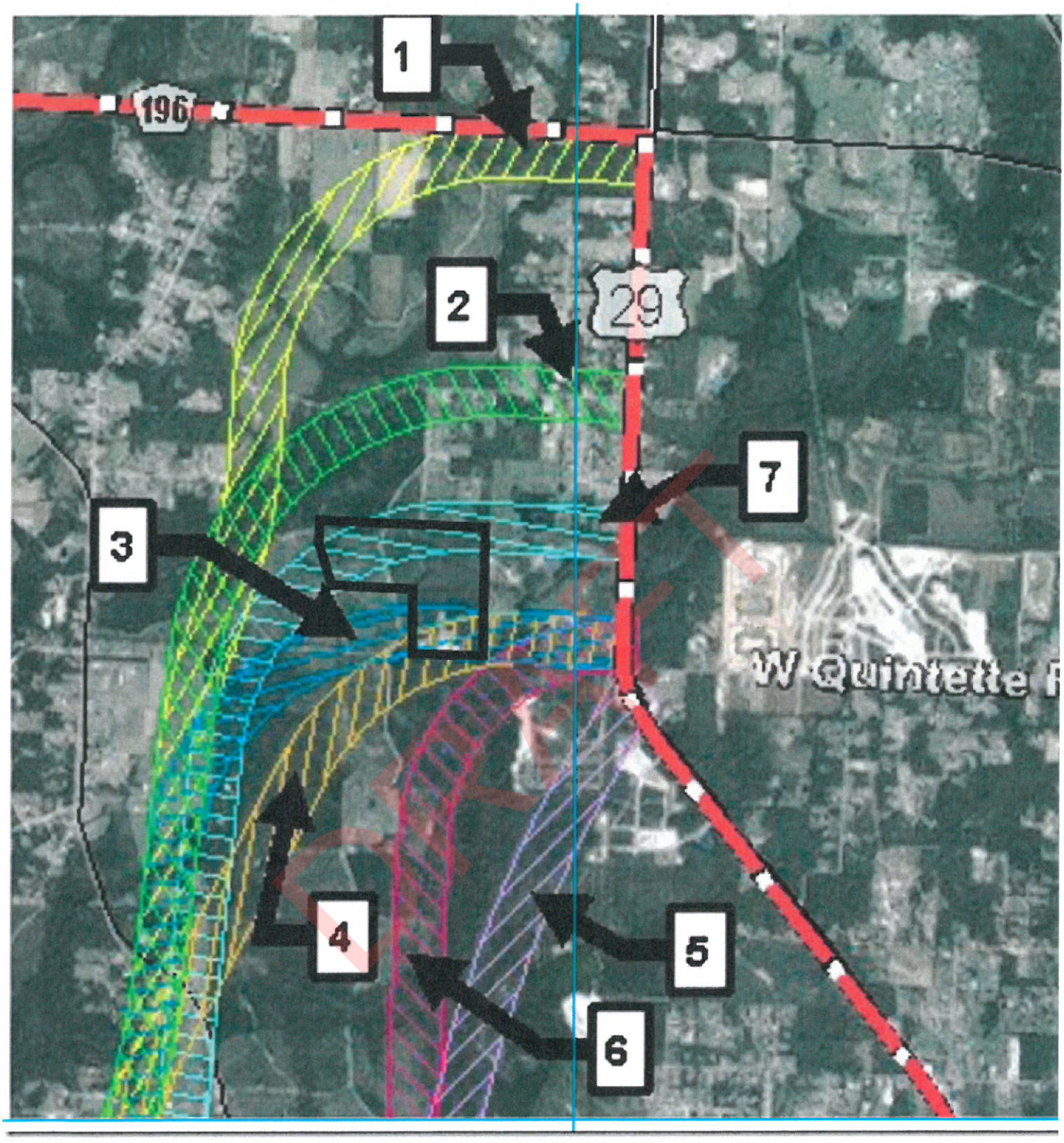
James Knerr
Board of Directors, Pensacola Rifle and Pistol Club, Inc.

1245 Palisades Rd.
Pensacola, FL 32504

850-479-3538
bluesteel@cox.net

DRAFT

Exhibit A:
All seven US 29 termination points, with Numbers 3, 4 and 7 showing drastic impact on a single land owner (indicated by the outline near the #3 arrow). Pensacola Rifle and Pistol Club's firing lines are the cleared area at the farthest point south on our property. The rest is timberland to provide a SAFETY BUFFER against encroachment.


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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. James Knerr
1245 Palisades Road
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Mr. Knerr:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

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On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a

DRAFT

termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely, Thomas Turnipseed

Tom Turnipseed
6118 Ashton Woods Cr.
Milton FL. 32570
TomTurnipseed@BellSouth.net.

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Tom Turnipseed
6118 Ashton Woods Circle
Milton, FL 32570

RE: Proposed Beulah Beltway

Dear Mr. Turnipseed:

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 7:10 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway - Public Comment

From: S Wilkenson [mailto:swilkenson@yahoo.com]
Sent: Sunday, April 24, 2016 10:20 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway - Public Comment

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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DRAFT

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Joseph Wilkenson
2601 Highway 297A
Cantonment, Florida 32533
swilkenson@yahoo.com

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Joseph Wilkenson
2601 Highway 297A
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Wilkenson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: David V. Forte <DVFORTE@co.escambia.fl.us>
Sent: Friday, April 22, 2016 3:31 PM
To: Sackman, Cheryl P; Allen, Gregory S
Cc: jack@speeddprint.com
Subject: Fwd: Escambia Beltway

Please see below! Thanks.

Sent from my iPhone

Begin forwarded message:

From: Jack Loughridge <jack@speeddprint.com>
Date: April 22, 2016 at 1:27:40 PM CDT
To: "David V. Forte" <DVFORTE@co.escambia.fl.us>
Subject: Escambia Beltway

April 22, 2016

David Forte, P.E.
Project Manager
Escambia County Engineering Dept.
3363 West Park Place
Pensacola, FL 32505

Dear Mr. David Forte, P.E.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road
in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with
most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on MyEscambia.com which includes a map that has seven different
US 29 terminations which is the reason for my letter: to help you make an informed decision
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DRAFT

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would directly impact the safety buffer built into our firing range facility.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed.
I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination
point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

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events that bring several hundred competitors and their families to our facility every year who spend
tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an
established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifl eandpistolclub.com/ to learn more.

Sincerely,

Jack Loughridge
PR&PC Board Member
Tax Payer
7203 Farmers Rd
Pensacola, FL 32526
850-982-4490

DRAFT

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Jack Loughridge
7230 Farmers Road
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Mr. Loughridge:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

April 23, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County and to which I have been a proud member for over 20 years. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

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DRAFT

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Terry Lee Board
5402 Gardenbrook Blvd
Milton, FL 32570
(850) 712-4624

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Terry Lee Board
5402 Gardenbrook Boulevard
Milton, FL 32570

RE: Proposed Beulah Beltway

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Sincerely,

David V. Forte
Project Manager

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450,
Pensacola, FL 32504
Phone: (850) 466-4113
Fax: (850) 478-0620
Email: Gregory.allen@atkinsglobal.com

SAMPLE LETTER

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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Sincerely, Donald O. Moak (PRESIDENT PRPC)

Escambia Beltway Alternative Corridor Evaluation Study.pdf

DRAFT

MSgt Donald O. Moak
3791 Wellington Rd
Pensacola, FL 32504

PENSACOLA FL 325
25 APR 2016 PM 2 L



To: Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Blvd. Suite 1450
Pensacola, Fl. 32504

3250459435

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Donald O. Moak
3791 Wellington Road
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Mr. Moak:

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David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 8:21 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway Project
Attachments: Escambia Beltway Alternative Corridor Evaluation Study.pdf

From: Linda C Love [mailto:lindaclove@mchsi.com]
Sent: Sunday, April 24, 2016 6:47 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway Project

DRAFT

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range

facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Linda C Love

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Linda C. Love
3776 Bengal Road
Gulf Breeze, FL 32563

RE: Proposed Beulah Beltway

Dear Ms. Love:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 8:21 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway Project
Attachments: Escambia Beltway Alternative Corridor Evaluation Study.pdf

FYI

From: Glenn Love [mailto:sonny@mchsi.com]
Sent: Sunday, April 24, 2016 6:39 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway Project

Dear Gregory S. Allen, P.E.:

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DRAFT

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Sincerely,

Glenn E Love

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

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3776 Bengal Road
Gulf Breeze, FL 32563

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Sincerely,

David V. Forte
Project Manager

DRAFT

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

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DRAFT

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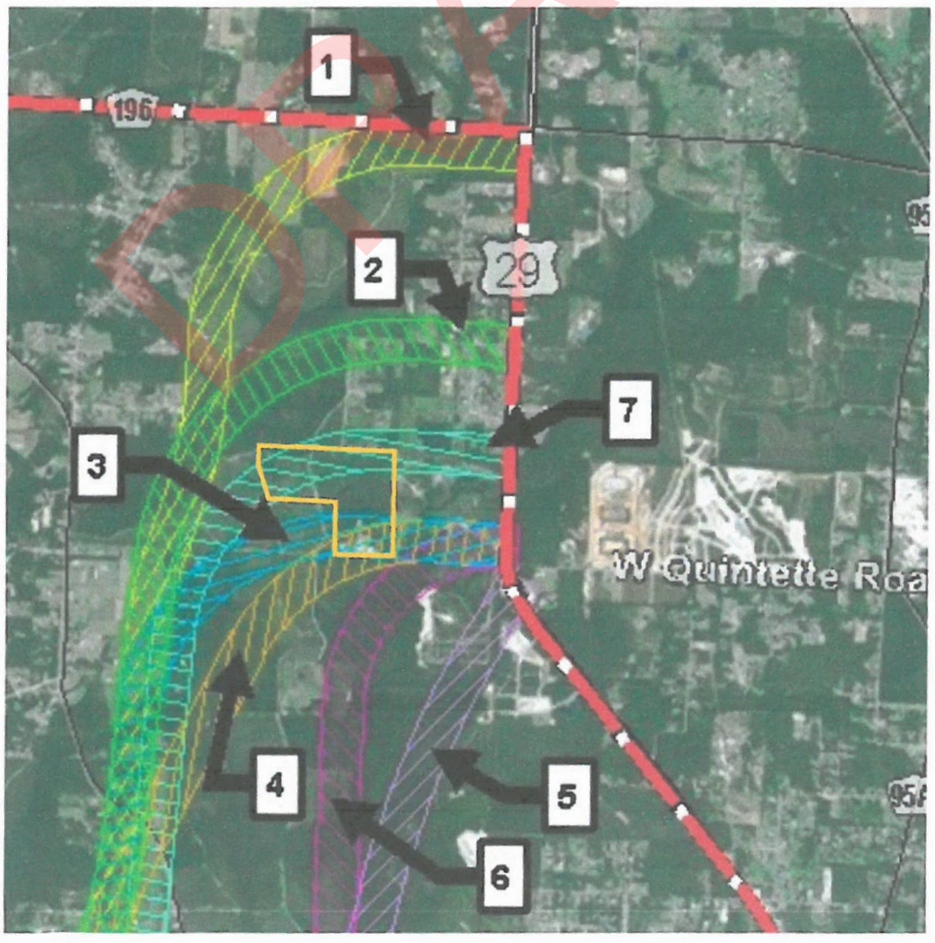
Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more.

Sincerely,

J.M. BAMFORD, PRPC Member #48
4830 ANDRADE,
PENSACOLA
FLORIDA, 32504

Exhibit A:

All seven US 29 termination points, with Numbers 3, 4 and 7 showing drastic impact on a single land owner. Pensacola Rifle and Pistol Club's firing lines are the cleared area at the farthest point south on our property. The rest is timberland to provide a SAFETY BUFFER against encroachment.



DRAFT

Mr.& Mrs. J.M. HAFFORD
Magnolia House
4830 Andrade, Pensacola, FL, 32504

PENSACOLA FL 325
26 APR 2016 PM 1 L



Gregory S. Allen, P.E.,
Atkins Project Manager,
2114 AIRPORT Boulevard, Suite 1450,
PENSACOLA, FLORIDA 32504

32504594350

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. James Bamford
4830 Andrade
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Mr. Bamford:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Bruce Larson
6309 Southridge Rd
Milton, Fl 32570-2057

April 25, 2016

Atkins Project Manager
Gregory S. Allen, P.E.
2114 Airport Blvd
Suite 1450
Pensacola, Fl 32504

Re: Proposed Highway To Connect Beulah, I-10, Highway 29

Dear Sir:

I am a member of the Pensacola Rifle and Pistol Club. Our club was established in 1945 and hosts a plethora of shooting events (both local and national) every month and year.

Quite frankly, I am opposed to proposed right of ways #3, 4, & 7, as they will decimate our club/ranges.

Sincerely,

Bruce Larson

DRAFT

LARSON

Mr. Bruce A. Larson
6309 Southridge Rd
Milton, FL 32570

PENSACOLA FL 325

25 APR 2016 PM 2 L



Atkins Project Manager
Gregory S. Allen, P.E.
2114 Airport Blvd
Suite 1450
Pensacola, FL 32504

32504594350

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Bruce Larson
6309 Southridge Road
Milton, FL 32570

RE: Proposed Beulah Beltway

Dear Mr. Larson:

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Sincerely,

David V. Forte
Project Manager

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450,
Pensacola, FL 32504
Phone: (850) 466-4113
Fax: (850) 478-0620
Email: Gregory.allen@atkinsglobal.com

SAMPLE LETTER

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

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Check out our website http://www.pensacolariffleandpistolclub.com/ to learn more about us.

Sincerely,

Sally M Mork

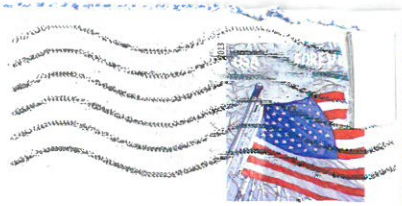
Escambia Beltway Alternative Corridor Evaluation Study.pdf

DRAFT

Ms. Sally M. Moak
3791 Wellington Rd.
Pensacola, FL 32504

PENSACOLA FL 325

25 APR 2016 PM 1 L



To: Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Blvd. Suite 1450
Pensacola, FL. 32504

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DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Sally Moak
3791 Wellington Road
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Ms. Moak:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

25 April 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Mr. Allen:

My rifle and pistol club has informed its membership that the County has intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located just south of Mathison Road in Escambia County. My club has been at that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

Please include my comments in the official project record.

The map and diagram presented during the 19 April Public Kickoff meeting and provided to the club membership shows seven route options for the proposed Beltway and their termination at US 29. Three of those seven routes directly impact our range facility and jeopardize its utility.

Route options Numbers 3 and 4 are directly on top of our firing ranges. Route option Number 7 will also impact our range operation as it includes the north safety buffer (all ranges are oriented to North). The turn of this route would also use much of our club's 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. Additionally, it also takes away our only access to the property.

Route options farther to the north, such as Numbers 1 and 2 would be more practical for a termination points at US 29. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development (as viewed with Google Earth). It is my understanding that the right of way for Quintette Road (Route options Numbers 5 & 6), which are directly to our southern border, has already been surveyed and is largely undeveloped land. I request that you consider making either of these your primary options.

The Pensacola Rifle and Pistol Club can trace its history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

DRAFT

Further, in the 30 years since we established a premier location to safely shoot firearms, we have hosted events that bring several hundred competitors and their families to our facility each year who spend tourist dollars here in Escambia County.

I propose that if Route options Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration as they will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Very Respectfully,

LtCol Michael Barrington, USMC (ret)
5824 Forest Ridge Drive
Pensacola, FL 32526
(850) 941-4485

DRAFT

MICHAEL BARRINGTON
5824 Forest Ridge Dr.
Pensacola, FL 32526-7832

PENSACOLA FL 325

26 APR 2016 PM 1 L



DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
PENSACOLA FL 32504

32504594350

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Michael Barrington
5824 Forest Ridge Road
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Mr. Barrington:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

August E. Busche
203 Alton Road
Pensacola, FL 32507

April 23, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

DRAFT

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August E. Busche

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DRAFT

August E. Busche
203 Alton Road
Pensacola, FL 32507-1201

PENSACOLA FL 325

25 APR 2016 PM 1 L



Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

3250459435O

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. August E. Busche
203 Alton Road
Pensacola, FL 32507

RE: Proposed Beulah Beltway

Dear Mr. Busche:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

DRAFT

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more.

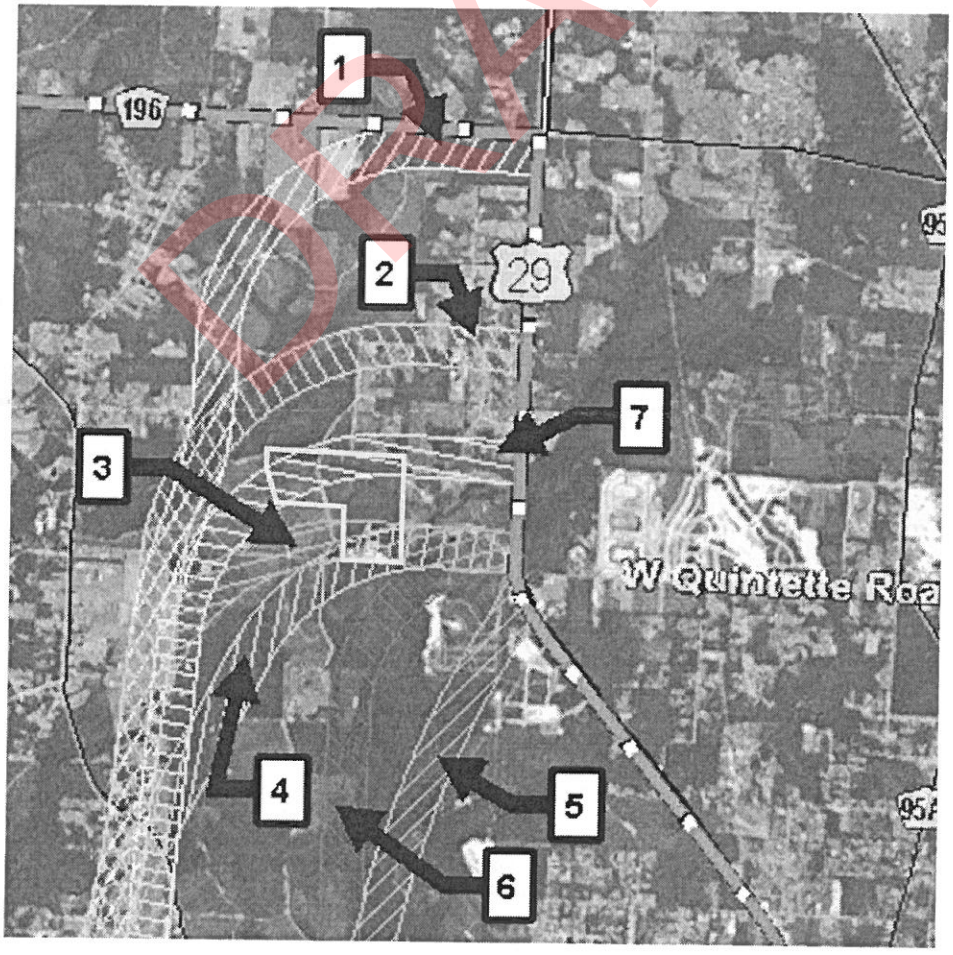
Sincerely,

Mark W. Langford, M.S.

DRAFT

Exhibit A:

All seven US 29 termination points, with Numbers 3, 4 and 7 showing drastic impact on a single land owner. Pensacola Rifle and Pistol Club's firing lines are the cleared area at the farthest point south on our property. The rest is timberland to provide a SAFETY BUFFER against encroachment.



Mark W. Laufer
3110 Cobblestone Dr., Pace, FL 32571

PENSACOLA FL 325
26 APR 2016 PM 2 L



Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

32504307588

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Mark W. Laufer
3110 Cobblestone Drive
Pace, FL 32571

RE: Proposed Beulah Beltway

Dear Mr. Laufer:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Post Office Box 526

Cantonment, FL 32533

April 27, 2016

Gregory S. Allen, P.E.

Atkins Project Manager

2114 Airport Blvd.

Suite 1450

Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

I am writing as a member of the Pensacola Rifle and Pistol Club concerning the proposed project to build a road known as the Escambia Beltway going through land belonging to the Club since the 1970's and now comprising 140 acres.

Please include my comments in the official project record.

For many years, the Club has hosted Firearm sighting-in days open to the public; various firearms safety courses and classes, such as home firearms safety and hunter safety; and high school Junior ROTC competitions with teams from Florida, Alabama, and Mississippi. The Club has planned carefully to protect our neighbors by providing buffer zones. The range itself would be destroyed by the proposed road, if Numbers 3 or 4 were to be used because they terminate on top of the actual firing range. Use of Number 7 would destroy a major buffer zone.

In the event that the club's land is confiscated, you should be aware that there is a wetlands bog on the property. It is of utmost importance that you consider the ramifications of the destruction that would ensue from road or building construction and find a well-certified and completely impartial party to do an assay of the endangered/threatened plants and animals.

Since the purchase of the property, the Pensacola Rifle and Pistol Club has been very aware of and careful to avoid plant and habitat destruction.

You are reminded that there is a fifteen –page FNIA tracking list of endangered or threatened plant and animal species and environments from the state for Escambia County.

Sincerely,

William Charles Webster

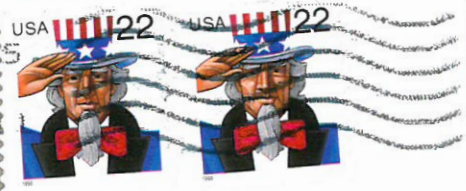
William Charles Webster

DRAFT

Mr. and Mrs. William C. Webster
PO Box 526
Cantonment, FL 32533

PENSACOLA FL 325
27 APR 20





Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Blvd.
Suite 1450
Pensacola, Florida

32504554350

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. William Charles Webster
P. O. Box 526
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Webster:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

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For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolariflеandpistolclub.com/ to learn more about us.

Sincerely,



Terry Watson

DRAFT

TERRY WATSON
9332 BELL RIDGE DRIVE
PENSACOLA, FL 32526

PENSACOLA FL 325
26 APR 2016 PM 2 L



Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

3250459435O

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Terry Watson
9332 Bell Ridge Drive
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Mr. Watson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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David V. Forte
Project Manager

DRAFT

April 25, 2016

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Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

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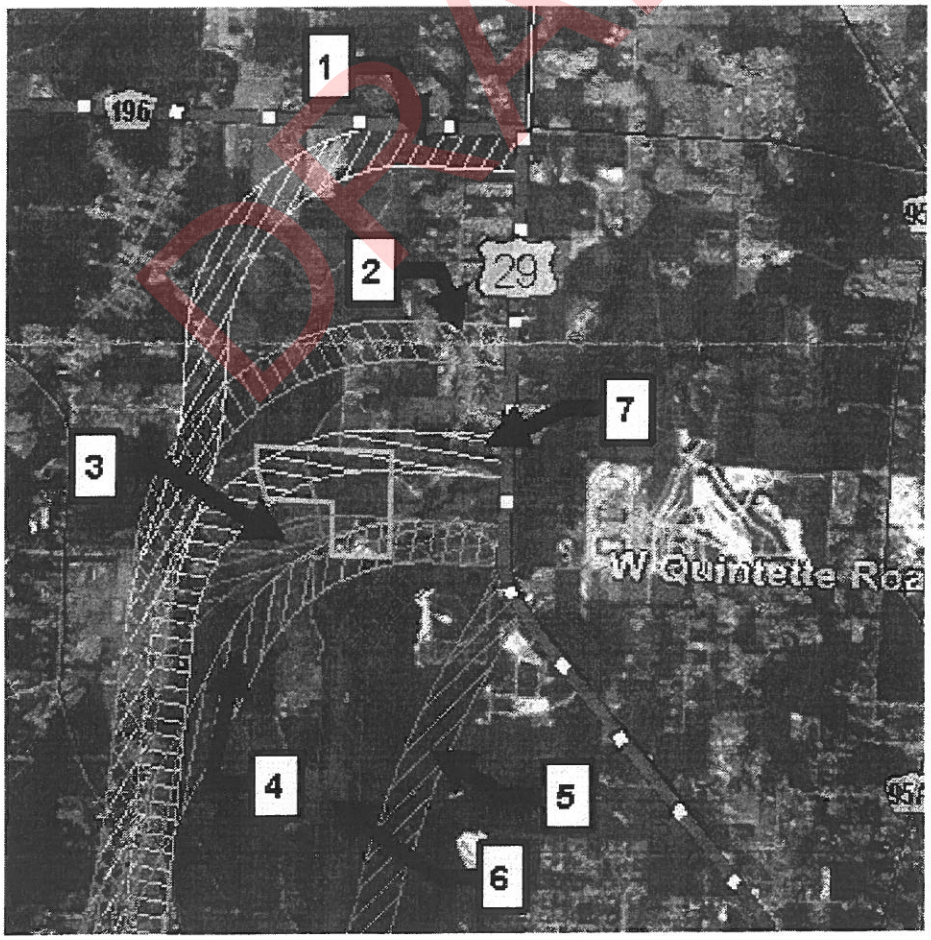
Al Taylor

AL TAYLOR
LIEUTENANT – ESCAMBIA CO. SHERIFF'S OFFICE - RETIRED
POLICE FIREARMS INSTRUCTOR (1979 - 2005) (FBI TRAINED)
U.S. MARINE CORPS – 1964 - 1968

DRAFT

Exhibit A:

All seven US 29 termination points, with Numbers 3, 4 and 7 showing drastic impact on a single land owner. Pensacola Rifle and Pistol Club's firing lines are the cleared area at the farthest point south on our property. The rest is timberland to provide a SAFETY BUFFER against encroachment.



ROBERT A. TAYLOR
7160 BELGIUM CR.
PENSACOLA, FL 32526

PENSACOLA FL 325
28 APR 2016 PM 1 L



GREGORY S. ALLEN, P.E.
ATKINS PROJECT MANAGER
2114 AIRPORT BLVD., SUITE 1450
PENSACOLA,
FLORIDA, 32504

32504594350

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Robert A. Taylor
7160 Belgium Circle
Pensacola, FL 32526

RE: Proposed Beulah Beltway

Dear Mr. Taylor:

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Sincerely,

David V. Forte
Project Manager

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

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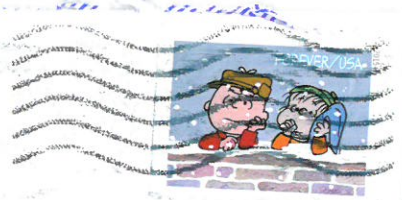
A.E. Falzone

A.E. FALZONE

DRAFT

Bert E. Falzone
6629 Schwab Dr.
Pensacola, FL 32504

PENSACOLA FL 325
28 APR 2016 PM 1 L



Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
32504594350

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. A. L. Falzone
6629 Schwab Drive
Pensacola, FL 32504

RE: Proposed Beulah Beltway

Dear Mr. Falzone:

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David V. Forte
Project Manager

DRAFT

April 28, 2016

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Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

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One last comment I would like to make is that if part of this idea is to also serve to help folks located south of I-10 to evacuate north, then Route 29 still is the main route north bound in Escambia county. This proposed "Escambia Beltway" will not serve to reduce ANY traffic on Rt. 29 north, and may actually add to it. And the problem will still exist that Century and Flomaton will still be a major "pinch point" for all of the Rt. 29 traffic trying to head away from the coast during any evacuations.

DRAFT

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

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Sincerely,

Gerald Baughman

Gerald Baughman
1017 Glades Lane
Pensacola, FL 32507

DRAFT



Mr. Gerald Baughman
1017 Glades Ln.
Pensacola, FL 32507

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Gerald Baughman
1017 Glades Lane
Pensacola, FL 32507

RE: Proposed Beulah Beltway

Dear Mr. Baughman:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out

DRAFT

of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Robert C Johnson
3464 Marcus Pointe
Pensacola FL 32505

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Robert C. Johnson
3464 Marcus Pointe
Pensacola, FL 32505

RE: Proposed Beulah Beltway

Dear Mr. Johnson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 4:27 PM
To: Sackman, Cheryl P
Cc: Sackman, Cheryl P
Subject: FW: • Escambia Beltway Project

FYI

From: Mac. [mailto:mcguire1611@yahoo.com]
Sent: Thursday, April 28, 2016 4:10 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway Project

April 28, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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DRAFT

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely, Delbert R. McGuire
159 Mirabelle circle Pensacola Fl.32514

-
-
- 1 Attachment
- No
  Preview

DRAFT

Download

Escambia Beltway Alternative Corridor Evaluation Study .pdf

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Delbert McGuire
159 Mirabelle Circlee
Pensacola, FL 32514

RE: Proposed Beulah Beltway

Dear Mr. McGuire:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Frank E. and Elizabeth J. Westmark
2025 W. Kingsfield Road
Mail: P. O. Box 575
Cantonment, FL 32533
850-937-1835

May 4, 2016

Gregory S. Allen, P.E. Atkins North America, Inc.
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

COMMENTS: PROPOSED BEULAH BELTWAY PROJECT

DRAFT

Dear Mr. Allen:

Five "Gold Stars" for the Board of County Commissioners and its planning and engineering staffs and consultants.

A high-speed beltway from a new interchange at I-10 and Beulah Road to U.S. Highway 29 north of Cantonment. Imagine that, a north-south corridor in the fastest growing area of the county. The Beulah Beltway would open up some twenty square miles of largely isolated land for more orderly growth of residential, commercial, and light industrial expansion. The kind of proactive infrastructure investment that gets us ahead of the growth curve.

The route, however, makes a difference. Options one through four follow the existing Beulah Road around the perimeter of the Perdido Landfill. The landfill appears to be run well, but it is what it is. Ugly. An eyesore that will most likely expand.

Options five, six, and seven connect to the preferred new interchange site at Isaacs Lane and traverse mostly open timberlands almost to Muscogee Road and beyond. All three provide access to isolated land available for future homes and businesses envisioned in the county's 15,000-acre Sector Plan approved by the state.

The overall project would be enhanced by widening and straightening Kingsfield Road west of Highway 97 along the section line (as preliminary engineered by Hatch Mott MacDonald) to intersect with the beltway and Beulah Road. That would complete the east-west corridor from the Escambia to the Perdido rivers, also envisioned in the Sector Plan. And it would correct severe problems with the most dangerous stretch of road in the county: narrow with tree hazards, no drainage, ninety degree curves with zero visibility, and increasing traffic, including school buses.

We strongly support the county's forward-looking infrastructure investment that will pay big dividends: (1) growth for at least a generation including industrial sites with both rail and nearby interstate highway access, and (2) provide untold millions of dollars in ad valorem taxes to fund schools, services, and more infrastructure.

The Beulah Beltway tops the list.

Sincerely,

Frank E. Westmark

Elizabeth J. Westmark

cc: Board of County Commissioners
County Administrator
Joy Blackmon, P.E., Director, Public Works
David Forte, Project Manager, Escambia Beltway Alternative Corridor Evaluation Study

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. & Mrs. Frank Westmark
P. O. Box 575
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. & Mrs. Westmark:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: ___ Date: 4/30/16

Address: ___ Ms. Elaine B. Storms
605 Bardstown St
Cantonment, FL 32533-6560

E-mail Address:

Phone Number: 850-857-6665

Comments: I vote for #1. Do as far up as possible. We will keep growing and need more and better roads. We are 10-20 years behind now; look towards our future

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN APRIL 29, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Elaine B. Storms
605 Bardstown Street
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Storms:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: James B. & Sarah A. CooK Date: 5-2-2016

Address: 13899 Beulah Rd.
Cantonment, FL. 32533

E-mail Address: sac196556@Yahoo.com

Phone Number: 850-968-2332

Comments: We live on the North end of Beulah road. Corridor 1-4 would take most of the homes on Beulah Road. But wouldn't touch the landfill. Corridor #4 looks as if it would affect the least number of homes and would be the straightest route. Please keep us informed of the changes and progress of this project.

Sincerely,
The CooK's

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr & Mrs. James Cook
13899 Beulah Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr & Mrs. Cook:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Sackman, Cheryl P
Sent: Wednesday, April 20, 2016 8:11 AM
To: 'Vince Odenbrett'
Subject: RE: Proposed highway connection, Pensacola

Thank you, sir. We will add your comments to the project record.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE

From: Vince Odenbrett [mailto:vodenbrett@gmail.com]
Sent: Wednesday, April 20, 2016 5:40 AM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>
Subject: Proposed highway connection, Pensacola

Ms. Sackman,

I applaud the idea of growth and expansion and after reviewing the proposed routes, I have nothing but praise. The roadways have naturally become over congested due to normal growth during the years and obviously Navy Federal is a welcome sight within our community.

I wish you luck in this endeavor and you have my support.

Sincerely,

Vince Odenbrett
3202 W. 9 Mile Road #4208
Pensacola, Fl. 32534
(850) 512-5483

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Vince Odenbrett
3202 W. Nine Mile Road #4208
Pensacola, FL 32534

RE: Proposed Beulah Beltway

Dear Mr. Odenbrett:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Sackman, Cheryl P
Sent: Wednesday, April 20, 2016 8:13 AM
To: 'Norstum, Dwight CIV NAVFAC SE, PWD Pensacola'
Subject: RE: New Highway

Thank you for your comments. They will be added to the project record.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE

-----Original Message-----
From: Norstum, Dwight CIV NAVFAC SE, PWD Pensacola [mailto:dwight.norstum@navy.mil]
Sent: Wednesday, April 20, 2016 7:11 AM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>
Subject: New Highway

Ms./Mrs. Sackman,
After read the article in the PNJ this morning I was wondering if you look at other options?

1. Why not take Alternative # 1 (yellow) and carry it up to Atmore? HWY 29 is a parking lot during evocations and it seems from looking at it as it currently drawn all this will be doing is creating a bottle neck in Century, We have a lot of visitors and commerce from Atmore Alabama along with residents from Florida visiting and doing business with Alabama, And I am sure you are aware of the many accidents on highway 97 a two lane rd. This would surely help that situation. Or why not even partner with Atmore and add a loop to ty into the 4 lane highway that comes in on the north side of Atmore. Yes I know this is a lot more logistics and planning but in the long run it would be well worth the effort. We are seeing that in the 4 lane highway running from I 65 down to 31 that Escambia county paid for and put in with the corporation of the Escambia county Alabama a few years ago.

2. Why not take Alternative # 5 (Purple) and carry it all the way to the Santa Rosa county line or go into partnership with Santa Rosa county and carry it all the way to the 5 way stop light at Berry hill & Chamuckla highway. There is a lot of commerce that travels up and down Quintette Rd. and this would help in relieving accidents in that area as well not to mention that area up and down Quintette Rd. is growing too.

Thank You for your time.

Respectfully,

Dwight Norstum
Engineering Technician
Public Works Pensacola
NAVFAC Southeast
Building 3560
310 John Tower Rd.
Pensacola, Fl. 32508-5217
email: dwight.norstum@navy.mil
Comm: 850.452.3131 x3049

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DSN: 542.3131 x3049
Fax: 850.452.3131 x3049
Cell: 850.449.9217

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Dwight Norstum
310 John Tower Road
Pensacola, FL 32508

RE: Proposed Beulah Beltway

Dear Mr. Norstum:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Wednesday, April 27, 2016 4:07 PM
To: Cash, Cathie
Subject: FW: Proposed North Escambia Bypass Hwy

From: David V. Forte [mailto:DVFORTE@co.escambia.fl.us]
Sent: Wednesday, April 27, 2016 2:59 PM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>; Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Fwd: Proposed North Escambia Bypass Hwy

Please include in public comments.

Sent from my iPhone

Begin forwarded message:
From: Doug <dougnjenne@gmail.com>
Date: April 27, 2016 at 2:38:55 PM CDT
To: "David V. Forte" <DVFORTE@co.escambia.fl.us>
Subject: Fwd: Proposed North Escambia Bypass Hwy

Begin forwarded message:
From: Douglas <dougmartin1@live.com>
Date: April 27, 2016 at 10:58:25 AM CDT
To: "cheryl.sackman@atkinsglobal.com" <cheryl.sackman@atkinsglobal.com>
Cc: DougnJenne <dougnjenne@gmail.com>
Subject: Re: Proposed North Escambia Bypass Hwy
Re: Proposed North Escambia Bypass Hwy

To whom it may concern:

My name is Douglas Martin, I am married with three children. We live at 86 Green Tree Circle. My home is in the direct path of path of proposed bypass route 5 and 6. I am a native of Escambia county and have been employed at Sacred Heart Hospital for 20+ years. I purchased the property on Green Tree circle along with my brother Derrick Martin (84 Green Tree Cir.) in 1998. We planned for years before building in 2004 and 2005 and plan to retire at this location. Our property is a 10 acre country setting with two large modern homes. We also have a spring fed lake that is self sustaining. The lake supports Bluegill, Bass, Catfish, Turtles, Otters and many other wildlife. There are actually four spring fed lakes at the at the intersection of our property lines with our neighbors that would be adversely effected by either proposed route 5 or 6. I understand the importance of future development and infrastructure however, we cannot destroy the plans and futures of individuals that have have given so much to this

DRAFT

community over the years . I ask that you consider the proposed routes that have the least impact on all residents regardless of cost.

It is also concerning, although the PNJ described this process as transparent, that I recieved the notice (without maps or specific proposal info) for the meeting just a couple of weeks ago and was unable to attend due to a prior engagement out of town. When we were made aware of the project by our neighbors, I had very little time to try and gather my thoughts, overlay suboptimal images and send you this letter before the deadline.

In all fairness, I would like to request that the deadline for comments be extended and we would like to be contacted as soon as proposed routes have been ruled out. It is quite a burden on my wife and myself to know that our entire future will change as a result of your decisions.

Thanks for your consideration,

Douglas R. Martin
86 Green Tree Circle
Cantonment, Florida 32533
(850) 324-6553
dougnjenne@gmail.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Douglas R. Martin
86 Green Tree Circle
Cantonment, FL 32533

RE: Proposed Beulah Beltway

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David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Kenneth Lambert Date: 05-04-2016

Address: 11616 Jacks Branch Road
Cantonment, FL. 32533

E-mail Address: KGLCHARTER11@Gmail.com

Phone Number: 850-501-3587

Comments: Opposed To This - This will affect my way of life - moved out here for the peace and quiet - cattle and farm life will be affected. Road proposal makes no Sense.

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Kenneth Lambert
1616 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Lambert:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by property owners who enjoy living in a quiet, rural community. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Chase Lambert Date: 5/5/16

Address: 1634 Jacksbranch Rd
Cantonment, FL. 32533

E-mail Address: chaselambert08@gmail.com

Phone Number: 850-637-5587

Comments: I'm opposed to this. this is going to affect my life by bringing unwanted construction and traffic around my house. I moved out here to get away from all that. I like the country life of peace and quiet. My farm will be affected by the pollution from all the cars and construction. I do not like this idea at all.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Chase Lambert
1634 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

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Sincerely,

David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: STephen-Wilson Lambert Date: 5/5/16

Address: 1634 Jacksbranch Rd
Cantonment, FL 32533

E-mail Address: Marine charter05@gmail.com

Phone Number: 850-261-9261

Comments: Im opposed to this. This construction is going to affect my life. I moved out here for the peace and quiet. My farm and cattle will be affected by the pollution and noise from all the cars and construction.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Stephen-Wilson Lambert
1634 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Lambert:

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Pam Stephens Lavonne Stephens Date: 5-6/2016

Address: 1500 Jacks Branch Rd

E-mail Address:

Phone Number: 850-377-7951

Comments:

The roadway would bring unnessary traffic. The way the road is proposed does not make sense to bring the traffic this way then back to the interstate.

Use the roads already built.

The roadway will make life here unbearable.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Pam & Lavonne Stephens
1500 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Stephens:

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David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Cindy Lambert Date: 5-6-2016

Address: 1634 Jacks Branch Rd

E-mail Address: cslambertc@msn.com

Phone Number: 850 501-9703

Comments:

When I moved out on Jacks Branch Rd I did so so my family would be raised away from traffic, busy roads and close neighbors. This roadway would disrupt the way of many people's life styles The country is not the place for a Beltway No one will use it. It will be a waste of tax payers money

Cindy L.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Cindy Lambert
1634 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Lambert:

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David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Chad Callahan Date: 5-5-16

Address: 1620 Jacks Branch Rd
Cantonment FL 32533

E-mail Address: ChadCallahan8878@aol.com

Phone Number: 850-748-3237 - (I am opposed)

Comments: The proposed plans for the Alternative Corridor shows 7 options. 1, 2, 3, 4 & 7 directly affect my residence. We have a 9,000 square foot home that was built in 2015. These options would either cut accross my driveway, over my house, or in my yard. I would appreciate it if you would not consider those as viable options.

- We would appreciate it if you would contact me directly to discuss this since it will directly affect my homestead.

Thanks Chad E Callahan.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Chad Callahan
1620 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Callahan:

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David V. Forte
Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Kathy Avery Date: 5-5-16

Address: 3456 Molino Rd
Molino, FL 32577

E-mail Address: Kavery1966@gmail.com

Phone Number: 850 587-2786

Comments: I feel as though this project effects to many residents property. The reason we live out in this area is for the ~~quiet~~ quiet Country life without all the traffic. This will be a huge impact to our area in a negative way.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Kathy Avery
3456 Molino Road
Molino, FL 32577

RE: Proposed Beulah Beltway

Dear Ms. Avery:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Ed Shehee Date: 4-27-16

Address: 1618 Jack's Branch Rd
Cantonment, Fl 32533

E-mail Address: Dred2@shehee.com

Phone Number: 478-8844 - I am opposed to the roadway

Comments: - There is a cattle ranch on this property since 2004 with Registered Longhorns. The proposals for corridors 1, 2, 3, 4, 7 would dramatically impact this farm.
- There are 2 springs on the property that would be impacted as well as the flood plains for the creek. So multiple environmental concerns.
- My family lives on adjoining property and their only access is through this property. Their property would be left with no access by many of the proposed corridors.
- Our neighborhood would be negatively impacted by noise, traffic and destroy the country lifestyle

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Dr. Ed Shehee
1618 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Dr. Shehee:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Project Manager

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Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Troy & Cheryl Key Date: 4/26/2016

Address: 1001 Jacks Branch Rd
Cantonment, FL 32533

E-mail Address: sherrykey@erec.net

Phone Number: 850-968-6119

Comments: I oppose this proposal because:

1) Map is not definitive
2) I live on a farm because I like the country & want it to stay that way
3) Will affect environment conditions of water-ways & wet lands
4) Will affect neighboring farms & family

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mrs. Cheryl Key
1001 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mrs. Key:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Troy Key Date: 4-26-2016

Address: 1001 JACKS BRANCH RD / 975 JACKS BRANCH RD
1045 JACKS BRANCH RD
CANTONMENT FL 32533

E-mail Address: Sherry Key @ EREC.Net

Phone Number: 1-850-968-6519

Comments: The MAPS AREN'T CLEAR ENOUGH TO EXPLAIN TO US COMMON PEOPLE (NOT ENOUGH LANDMARKS) (ROADS & ETC). WHAT I CAN MAKE OF THE CURRENT MAP IS THAT ALL OF MY FARM & 3 HOMESITES MAY be EFFECTED.

I / We ARE GREATELY OPPOSED.

Troy Key

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Troy Key
1001 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

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Sincerely,

David V. Forte
Project Manager

DRAFT

I am opposed to the BeulahBeltway

I would be interested in knowing more about this project before anything is started. There has not been enough public information. What information that has been provided is very vague.

I feel this would greatly affect our way of life. I would not like a major roadway running a couple thousand feet behind my back door.

I bought property and built here because of the quiet area. I do not want that to change. Do you know what it is to sit on your back porch and hear almost nothing, except an occasional bellow form a cow, or the call of a whippoorwill? Do you know what it is to look out your front window and watch deer eat acorns twenty feet from your front door? No trains, planes, sirens from ambulances or firetrucks, almost no traffic in the evenings? I do not want to listen to traffic 24 hours a day.

I would like to know how this will affect the wetlands that this could travel through, also how will the wildlife travel from one side to the other?

Please be open and honest about this, provide more information. You will not be just building a road; you will be affecting people's lives.

DRAFT

James Ward
1630 Jacks Branch Road
Cantonment FL 32533
850-968-4983

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. James Ward
1630 Jacks Branch Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. Ward:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Philip and Amy Hamilton Date: 5-3-16

Address: 1124 Muscogee Road
Cantonment, FL. 32533

E-mail Address: princemom81@aol.com

Phone Number: 850-529-8946

Comments: I oppose the plan for Beulah Beltway. This will affect residence throughout Cantonment, Beulah and Molino. It will destroy our wetlands which are irreplaceable, our neighborhood will no longer have a "country" feeling and the peace and quiet will be non existent since Navy Federal employees work 24/7/365! As for the hurricane evacuation route, this will NOT help in any way except cause more of a delay evacuating. We have I-10, and Highway 29 for evacuation routes. Residents move to these areas to get away from the city life, traffic and crime. This idea/plans are horrible and should be dismissed!!

DRAFT

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FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. & Mrs. Philip Hamilton
1124 Muscogee Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

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April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Pam Madril Date: 5-5-16

Address: 1965 Stout Rd
Cantonment, Fl 32533

E-mail Address:

Phone Number:

Comments: I am not in favor of the options given for the new roadway. Only acceptable if it will not interfere with anyone's home or property. Seems as if there is enough undeveloped property that can be used for this purpose.

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
OR
FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Pam Madril
1965 Stout Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Madril:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by property owners who enjoy living in a quiet, rural community. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: TOBIAS A. AND Deirdre G. HOBBS Date: 5/5/16

Address: 1120 MUSCOGEE ROAD
CANTONMENT FL 32533

E-mail Address: toby and dee @ BELLSOUTH. NET

Phone Number: 850-968-9900

Comments:

LET DR. SHENCE KEEP HIS PROPERTY FOR HIS ANIMALS. WE HAVE ENOUGH TRAFFIC ALREADY

DRAFT

PLEASE COMPLETE THE COMMENT SHEET AND DROP OFF AT THE MEETING BEFORE YOU LEAVE
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FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. & Mrs. Tobias Hobbs
1120 Muscogee Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Mr. & Mrs. Hobbs:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Brenda Roblin Date: May 3, 2016

Address: 3486 John Wilson Rd.
Cantonment, Fl. 32533

E-mail Address:

Phone Number: 850-503-4014

Comments: I call your proposed routes "a ROAD TO NOWHERE". It makes no sense to build a road that runs into another that is already conjested. During a hurricane you will have more people stranded in their cars instead of somewhere safe. My family has lived on this land from the 1940's on. 3 generations! Now you want to take away my inheritance and my childrens and grandchildren's. Farm land isn't just farm land! It's peoples homes and livelihoods. the Wild life will suffer too. Even if you try to relocate them. You cant get them all. Where will the bears, panthers, coyotes go? I believe your plans are destructive and will not help. I whole heartily disagree with them.

Thank you

DRAFT

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FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Brenda Roblin
3486 John Wilson Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Roblin:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: John L. Wilson Date:

Address: 405 Jones Creek Rd.
Conway, MO. 65632

E-mail Address: patchworkgma@yahoo.com

Phone Number: 417-589-2632, 417 733 1171

Comments: I own eight acres in the path of one of your planned evacuation routes. I was planning to build a home there but that is now on hold until you have made your final plans. But the most surprising fact of your map is the start and ending of the routes. You dump all the traffic on highway 29 which is congested already. This plan is way too short for moving traffic any distance. You need to start farther south and end up in Alabama on interstate 65. And my land doesn't need to be any part of it.

DRAFT

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Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. John L. Wilson
405 Jones Creek Road
Conway, MO 65632

RE: Proposed Beulah Beltway

Dear Mr. Wilson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

DRAFT

Name: ShirleyAnn Wilson Date: 4/29/2016

Address: 405 Jones Creek Rd
Conway, MO 65632

E-mail Address: patchwork gma @ Yahoo.com

Phone Number: 417-733-3586

Comments: We own eight acres and now we are retired we were planning on building on our property near family. My husband's family has been on this land for three generations and with hope it would have three more. Do you not believe in family? We see by the various proposals that there are other alternative routes.

Do you also notice there are plants & animals to take into account? Plant & animals are to be kept where they thrive.

This is not a good plan - We really wanted to leave our property to our children — are you going to stop this?

ShirleyAnn Wilson

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FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mrs. ShirleyAnn Wilson
405 Jones Creek Road
Conway, MO 65632

RE: Proposed Beulah Beltway

Dear Mrs. Wilson:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Comment Sheet
Public Kickoff Meeting
April 19, 2016

Alternative Corridor Evaluation Study
Beulah Beltway
US 90A/SR 10 (W. Nine Mile Road) to US 29/SR 95

PLEASE PRINT CLEARLY

Name: Lillian V. Scott Date: 5-1-16

Address: 3486 John Wilson Rd
Cantonment, Fl 32533

E-mail Address:

Phone Number: 850 380-5530

Comments: I highly disagree with your proposed corridors for Escambia Co. All of the routes would only serve to create a bottle neck on Hwy 29 which is already congested. If you would work with Alabama to go all the way to I65 it might make more sense than stopping mid-way.

Some of these proposed routes would also impact my family + My heirs as it would reduce the use + pleasure we now enjoy. This property has been in our family for generations + I have a trust that it is to go to my children + grandchildren at my death. We do Not want these corridors near our property. As proposed, we could still not get onto one of these limited access roads. We don't want to forget the Federally protected animals and plants in these areas.

DRAFT

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FOLD, TAPE (DO NOT STAPLE), ADD FIRST CLASS POSTAGE, AND MAIL NO LATER THAN MAY 6, 2016.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Lillian V. Scott
3486 John Wilson Road
Cantonment, FL 32533

RE: Proposed Beulah Beltway

Dear Ms. Scott:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Rodney Fortney <rodfortney@cox.net>
Sent: Friday, April 29, 2016 5:54 PM
To: Allen, Gregory S
Subject: Escambia Beltway Project

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

April 29th, 2016

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

DRAFT

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace its history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Rodney L. Fortney
Phone: (850) 398 5559
Emai: rodfortney@cox.net

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Rodney Fortney
rodfortney@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Fortney:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Mac. <mcguire1611@yahoo.com>
Sent: Thursday, April 28, 2016 4:15 PM
To: Allen, Gregory S
Subject: Escambia Beltway Project

April 28, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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DRAFT

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely, David Smith... Member-Pensacola Rifle and Pistol Club

DRAFT

-
-
- 1 Attachment
- No
  Preview

  Download

  Escambia Beltway Alternative Corridor Evaluation Study .pdf

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. David Smith
mcguire1611@yahoo.com

RE: Proposed Beulah Beltway

Dear Mr. Smith:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 1:49 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway

FYI

-----Original Message-----
From: Jeff Cropsey [mailto:jeffcropsey@aol.com]
Sent: Thursday, April 28, 2016 12:46 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway

Dear Mr. Allen,

It has come to my attention that the planning is beginning to develop a highway from I-110 into Hwy 29, in the northern section of Escambia county.

My concern is that several of the proposed connecting routes would go through or interfere with the operation of the Pensacola Rifle and Pistol Club.

Specifically proposed Routes 3 and 4 right of ways will cross the Pensacola Rifle and Pistol Club Range. Also Route 7 would use most of our 100 acre impact and safety buffer and impact access to the Pensacola Rifle and Pistol Club range access road.

The Pensacola Rifle an Pistol Club has been part of Pensacola history, recreation and safe gun practices since 1945. It has been and continues to be the site of numerous NRA sanctioned events that draw participants not only from Escambia and surrounding counties, but truly from around the country. The Club continues to be a center for training and responsible gun ownership going on over 70 years.

I strongly request that during your deliberations you consider this historic and important part of Escambia county and choose routes other than proposed routes 3, 4, and 7.

Thank you for your consideration,

Dr. Jeffrey P. Cropsey

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Dr. Jeffrey P. Cropsey
jeffcropsey@aol.com

RE: Proposed Beulah Beltway

Dear Dr. Cropsey:

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Tuesday, April 26, 2016 12:49 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Highway Construction - Escambia Beltway Project

From: Stephany & Ed [mailto:Ibadcatx@cox.net]
Sent: Tuesday, April 26, 2016 11:48 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Highway Construction - Escambia Beltway Project

April 26, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

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Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

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Routes farther to the north, such as Number 1 and Number 2 would be more practical for a

DRAFT

termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Edward A. Billman
Member #86

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Edward A. Billman
lbadcatx@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Billman:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Tuesday, April 26, 2016 12:41 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW:

FYI

-----Original Message-----
From: Reese Williams [mailto:reesewilliams@att.net]
Sent: Tuesday, April 26, 2016 9:30 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject:

April 26, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on https://urldefense.proofpoint.com/v2/url?u=http-3A__www.MyEscambia.com&d=CwIFaQ&c=cUkzcZGZt-E3UgRE832-4A&r=AE4-SD8_QlzmMBv9K2MGdOBylMYtuwP03nfuZmOE79Q&m=DnuKFioygBKltpsHQGnPjAWfwYc2TxQ7l9f5yPk_POQ&s=zrP7dPtMGHjrgTgaH-L0pm9b76H5jB_VaYU-IzBnYUg&e= which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by https://urldefense.proofpoint.com/v2/url?u=http-3A__www.MyEscambia.com&d=CwIFaQ&c=cUkzcZGZt-E3UgRE832-4A&r=AE4-SD8_QlzmMBv9K2MGdOBylMYtuwP03nfuZmOE79Q&m=DnuKFioygBKltpsHQGnPjAWfwYc2TxQ7l9f5yPk_POQ&s=zrP7dPtMGHjrgTgaH-L0pm9b76H5jB_VaYU-IzBnYUg&e= , our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point. Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been

DRAFT

surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land. Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

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Check out our website https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pensacolarifleandpistolclub.com_&d=CwIFaQ&c=cUkzcZGZt-E3UgRE832-4A&r=AE4-SD8_QlzmMBv9K2MGdOBylMYtuwP03nfuZmOE79Q&m=DnuKFioygBKltpsHQGnPjAWfwYc2TxQ7l9f5yPk_POQ&s=_K83CNNQ6EGFzj-lW7fDwVDXqeQH2PzgQdj97lxR218&e= to learn more about us.

Sincerely,

Reese Williams

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Reese Williams
reesewilliams@att.net

RE: Proposed Beulah Beltway

Dear Reese Williams:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 5:27 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Location of Escambia Beltway Project

-----Original Message-----
From: Harry Kinsley [mailto:harrykinsley@me.com]
Sent: Tuesday, April 26, 2016 8:52 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Location of Escambia Beltway Project

Sirs:
As a long time member of Pensacola Rifle and Pistol Club I find it disheartening that you have choose our range and property as the ideal place to place you new beltway. There seems to be far more other places it could go that would not hinder our use of our property nor would it make the project anymore costly or less feasible. Maybe you should look into the termination of the project being run through the industrial park south of us since it has seen very little use for the past few years. I assume the county owns the property so the cost is a no-brainer and no homes or private property would be disturbed.

Thanks Harry Kinsley

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Harry Kinsley
harrykinsley@me.com

RE: Proposed Beulah Beltway

Dear Mr. Kinsley:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Monday, April 25, 2016 9:35 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: PROPOSED US 29, I-10 CONNECTORS

From: Joseph McCown [mailto:carolejoe@cox.net]
Sent: Monday, April 25, 2016 7:35 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: PROPOSED US 29, I-10 CONNECTORS

Mr. Allen:

I looked at the maps showing possible routes for connectors between US 29, and I-10 in Escambia County. I am a member of the Pensacola Rifle and Pistol Club located in the areas that would be impacted by a number of these proposed connectors. The club is located along a line running east and west, virtually in the middle of the US 29 termination points of proposed routs 3 and 4; proposed route 7 to the north is in the down range buffer area, and also would effectively render the range unusable. The proposed rout 5 to the south of the club does not appear to impact the firing range, and offers a less convoluted path to I-10. It also appears to protect the developed Mattheson Road properties.

I realize that the good of the majority outweighs the needs of the few. However, the selection of the southern connector termination point to US 29, will not change the objective of the project, but will allow our Club to continue to function, and also preserve the Mattheson Road properties.

J.M. McCown

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Joseph McCown
carolejoe@cox.net

RE: Proposed Beulah Beltway

Dear Mr. McCown:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Monday, April 25, 2016 11:51 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway comments

FYI

-----Original Message-----
From: Dean Prestwood [mailto:dean.prestwood@gmail.com]
Sent: Monday, April 25, 2016 9:37 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway comments

Sir,

I am a member of the Pensacola Rifle and Pistol Club, which is located near Mathison Road in Escambia County. I am aware of the Beltway project that is being proposed to connect Hwy 90/ 9 Mile Road and Hwy 29.

My shooting club has been in existence since the 1920's and in 1979 was moved to the current location. This move allowed land ownership and seclusion to practice responsible firearm usage. We recently purchased additional acreage to provide a larger buffer/safety zone.

Whether the Beltway will be positive or negative is not for me to decide. However, how it is built could negate over 30 years of work and improvements. In particular, routes 3 and 4 appear to be across our actual firing range! Route 7 would use much of the buffer zone to the north of the firing range and would impact the only access road to our property.

The Quintette Road right of way that is to our South would not be in the firing lines. Routes 1 and 2 are farther to the north and would not interfere with our activities. Routes 5 and 6 are farther south and also would not interfere. Also, some areas to our immediate north have populations of protected plants and are conservation areas.

For more than 30 years we have worked to make the PRPC a location for people of all ages to safely shoot their firearms. We have hosted events that bring hundreds of competitors to our facility and our county. Shooters would have to travel a few hours to find a comparable range and their spending and tax dollars would go to other municipalities.

I respectfully request that routes 3, 4, and 7 be eliminated from consideration for this project in order to maintain the integrity of our range and the buffer zones we have added as additional safety measures.

Our website, https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pensacolarifleandpistolclub.com&d=CwIFAg&c=cUkzcZGZt-E3UgRE832-4A&r=AE4-SD8_QlzmMBv9K2MGdOBylMYtuwP03nfuZmOE79Q&m=rUI3XANc4bO2Y4YT8bcKST-ZOysNgRUEkNq-3_Zl1KY&s=xoP2RpqumsAQwQ1Yhu5OzuQWpkgOUtjsZXe-ctgcewY&e= , can be a resource of information as to who we are and how we operate.

Sincerely,
Dean Prestwood

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Dean Prestwood
dean.prestwood@gmail.com

RE: Proposed Beulah Beltway

Dear Mr. Prestwood:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 7:09 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Escambia Beltway

From: Paul Tringas [mailto:ptring1@cox.net]
Sent: Sunday, April 24, 2016 1:01 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Escambia Beltway

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

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Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Paul J. Tringas
No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7497 / Virus Database: 4556/12083 - Release Date: 04/22/16

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Paul Tringas
ptring1@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Tringas:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 7:10 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Concerns on Beltway

From: Karen Rook [mailto:karen.rook@gmail.com]
Sent: Sunday, April 24, 2016 11:31 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Concerns on Beltway

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

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Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

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DRAFT

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Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Karen Rook

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Karen Rook
karen.rook@gmail.com

RE: Proposed Beulah Beltway

Dear Ms. Rook:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:49 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Interstate 10 - US 29 Beltway Project - Right Through Our Range???
Attachments: Escambia Beltway Alternative Corridor Evaluation Study.pdf; ATT00001.htm

From: Chuck Moulis [mailto:chuckmoulis@bellsouth.net]
Sent: Saturday, April 23, 2016 8:56 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Interstate 10 - US 29 Beltway Project - Right Through Our Range???

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40

acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Charles Moulis

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Charles Moulis
chuckmoulis@bellsouth.net

RE: Proposed Beulah Beltway

Dear Mr. Moulis:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:49 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Escambia Beltway

From: Grady Stegall [mailto:e8gm@cox.net]
Sent: Saturday, April 23, 2016 8:57 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Escambia Beltway

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what

DRAFT

could be called “wilderness” at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,
William G. Stegall

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. William G. Stegall
e8gm@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Stegall:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:50 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Alternative Corridor Evaluation Study—Escambia Beltway

From: arlanb [mailto:arlanb@bellsouth.net]
Sent: Saturday, April 23, 2016 7:58 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Alternative Corridor Evaluation Study—Escambia Beltway

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

My name is Arlan Boehme and I am the Vice President of the Pensacola Rifle and Pistol Club. The Pensacola Rifle and Pistol Club is located near Mathison Road in Escambia County, and has been in that location since 1979. We currently own 140 acres of land, most of which is used as a safety/impact buffer between us and our neighbors to our north. We recently became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I would like these comments to be included in the official project record to help you make an informed decision about the proposed routes and terminations of this beltway at US 29.

I have seen a PDF about the project on www.MyEscambia.com, which includes a map with seven possible terminations on US Hwy 29. According to the map, routes numbers 3 and 4 turn east to intersect US 29; the east/west corridors of these two proposals are on top of our club's actual firing line. When looking at this map, our range facility, which utilizes only 40 acres of our 140 acres of property for actual shooting activities, is visible as the cleared area just to the right of the number 3 arrow near the US 29 termination point. Obviously, these two route proposals directly impact our club's shooting facilities.

Route number 7 also directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which provides an even wider safety buffer to our northwest. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It would also take away our only access to the property.

Routes farther to the north, such as Number 1 and Number 2, seem to be more practical for a termination point with Hwy 29 however, the routes directly to the south of our firing range facility, such as Numbers 5 and 6, seem to have less existing development. The right of way for Quintette Road, which is directly to our southern

DRAFT

border, has already been surveyed, and much of this land is undeveloped. I request that you consider using this right of way instead.

Pensacola Rifle and Pistol Club can trace its history back to the 1920s. In 1979, our club decided to stop leasing and buy our own land and cut it out of what could be called “wilderness” at that point in time. As homes began to be built nearby, we purchased additional land between their property and ours to act as a safety buffer. Additionally, our northern safety buffers are conservation areas with a variety of the protected Pitcher Plants species, and where hunting is not allowed.

For over 30 years since we established a premier location to safely shoot firearms, we have hosted many events that bring several hundred competitors and their families to our facility every year. These competitors help support tourism here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address the concerns discussed herein, that they be removed from consideration as they will directly interfere with an established, safe firearm shooting facility or its safety buffers.

Please visit our website http://www.pensacolarifleandpistolclub.com/ to learn more about us. If you have questions or concerns, I can be reached at the following address: arlanb@bellsouth.net. Thank you for your consideration.

Sincerely,
Arlan Boehme

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Arlan Boehme
arlanb@bellsouth.net

RE: Proposed Beulah Beltway

Dear Boehme:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Sackman, Cheryl P
Sent: Wednesday, April 27, 2016 8:23 AM
To: Jeremy Mcclelland
Subject: RE:

Thank you for your comments. They will be forwarded to the project manager and included in the project's official file. You can expect a formal response from the project manager within a few weeks.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE

From: Jeremy Mcclelland [mailto:jeremymcclelland72@gmail.com]
Sent: Wednesday, April 27, 2016 6:48 AM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>
Subject:

A few of the plans run right through my property. I just bought my place last year and I love where I live. I am not happy about this.

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Jeremy Mcclelland
jeremymcclelland72@gmail.com

RE: Proposed Beulah Beltway

Dear Mr. Mcclelland:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by property owners who enjoy living in a quiet, rural community. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Schoppmann, Monica <Monica.schoppmann@honeywell.com>
Sent: Tuesday, May 10, 2016 1:09 PM
To: Sackman, Cheryl P
Cc: David V. Forte; Allen, Gregory S
Subject: RE: Proposed Escambia Beltway

Thank you for the information. I did see the seven possible corridors. I live in the area of 5 of them and was curious as to when the decision would be made. It's an interesting project and should be very helpful for those of us that live in North Escambia area. It will be nice to have an easier route to the interstate.

Thank you again.

Monica

Monica Schoppmann
Administrative Assistant
Honeywell | Smart Grid Solutions

From: Sackman, Cheryl P [mailto:Cheryl.Sackman@atkinsglobal.com]
Sent: Tuesday, May 10, 2016 12:27 PM
To: Schoppmann, Monica <Monica.schoppmann@honeywell.com>
Cc: David V. Forte <DVFORTE@co.escambia.fl.us>; Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: RE: Proposed Escambia Beltway

Ms. Schoppmann, I'd like to clarify the information I sent you a few minutes ago.

We are in the process of evaluating seven possible corridors for the proposed beltway. A corridor should be selected by next spring.

Within each corridor there is the potential for several different routes. Those different alternatives within the corridor will take longer to identify and evaluate. That is why it will be years before a final route is determined, if any.

So - a corridor should be selected by Spring 2017, but a route will not be selected for several years.

Again, please don't hesitate to ask if you have additional questions.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NEW NAME

From: Sackman, Cheryl P
Sent: Tuesday, May 10, 2016 12:03 PM
To: 'Schoppmann, Monica' <Monica.schoppmann@honeywell.com>
Cc: 'David V. Forte' <DVFORTE@co.escambia.fl.us>; Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: RE: Proposed Escambia Beltway

Thank you for your inquiry, Ms. Schoppmann.

DRAFT

All work on the proposed Beulah Beltway is very, very preliminary. We are in a Project Environment and Development (PD&E) Study phase, where preliminary data (including, but not limited to: environmental factors, hydrology, cultural resources, and public opinion) is gathered, evaluated, and reviewed. It will be years before a route is chosen, if the decision is made to develop the road at all. There will be public meetings or hearings throughout the decision-making process. The PD&E study alone will take several years.

This Beulah Beltway project is also just one phase of a long-range transportation plan that has been developed by the West Florida Regional Planning Council/Florida-Alabama Transportation Planning Organization. You can learn more about area transportation planning at www.wfrpc.org/programs/fl-al-tpo.

I've attached the current schedule that was provided at the public meeting, as well as the handout. A website is in development and should go live very soon. I'll add you to our e-mail distribution list for the project and we will blast out an e-mail as soon as the site is live.

Please don't hesitate to ask if you have any further questions.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NEW NAME

From: Schoppmann, Monica [mailto:Monica.schoppmann@honeywell.com]
Sent: Tuesday, May 03, 2016 2:52 PM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>
Subject: Proposed Escambia Beltway

Good Afternoon Cheryl,

I located your email on the article about the highway on North Escambia's website. Have they chosen what route they will take with the beltway? If not, what's the proposed date & when will it be shared with the public?

Thank you for your time.

Monica

Monica Schoppmann
Administrative Assistant
Honeywell | Smart Grid Solutions
Office: 850-429-7278
Mobile: 850-449-0973
Monica.Schoppmann@Honeywell.com

DRAFT

This email and any attached files are confidential and copyright protected. If you are not the addressee, any dissemination of this communication is strictly prohibited. Unless otherwise expressly agreed in writing, nothing stated in this communication shall be legally binding.

The ultimate parent company of the Atkins Group is WS Atkins plc. Registered in England No. 1885586. Registered Office Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW. A list of wholly owned Atkins Group companies registered in the United Kingdom and locations around the world can be found at http://www.atkinsglobal.com/site-services/group-company-registration-details

Consider the environment. Please don't print this e-mail unless you really need to.

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Monica Schoppmann
monica.schoppmann@honeywell.com

RE: Proposed Beulah Beltway

Dear Ms. Schoppmann:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: nowake@att.net
Sent: Thursday, April 21, 2016 12:54 PM
To: Sackman, Cheryl P; Allen, Gregory S
Subject: Fw: Escambia Beltway ETDM project # 14059

Dear Sir,

I am sure you are used to people complaining about road projects, but it does seem that road planning is a subject that is not well developed.

With regard to the project noted above it appears to me that this is a 4 lane highway going to nowhere! Surely the south part of the road should T into Mobile highway which ultimately gives you as smooth route to downtown Pensacola. The connection to Mobile Hwy could be via Tower Bridge or Rebel Road or Beulah Road, all these being 4 laned depending on where the road strikes north.

The road as proposed now is a 4 lane triangular setup. Not very smart in my opinion.

I am not sure this is possible, but a cogent explanation of why Mobile Hwy is not included in this project would be very interesting.

Regards,

Chris King BSc MSc PhD

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Chris King
nowake@att.net

RE: Proposed Beulah Beltway

Dear Chris King:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by property owners who enjoy living in a quiet, rural community. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 7:10 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Concerns on Beltway

From: Karen Rook [mailto:karen.rook@gmail.com]
Sent: Sunday, April 24, 2016 11:31 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Concerns on Beltway

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called

DRAFT

“wilderness” at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Karen Rook

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Ms. Karen Rook
karen.rook@gmail.com

RE: Proposed Beulah Beltway

Dear Ms. Rook:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Monday, April 25, 2016 11:51 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway comments

FYI

-----Original Message-----
From: Dean Prestwood [mailto:dean.prestwood@gmail.com]
Sent: Monday, April 25, 2016 9:37 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway comments

Sir,

I am a member of the Pensacola Rifle and Pistol Club, which is located near Mathison Road in Escambia County. I am aware of the Beltway project that is being proposed to connect Hwy 90/ 9 Mile Road and Hwy 29.

My shooting club has been in existence since the 1920's and in 1979 was moved to the current location. This move allowed land ownership and seclusion to practice responsible firearm usage. We recently purchased additional acreage to provide a larger buffer/safety zone.

Whether the Beltway will be positive or negative is not for me to decide. However, how it is built could negate over 30 years of work and improvements. In particular, routes 3 and 4 appear to be across our actual firing range! Route 7 would use much of the buffer zone to the north of the firing range and would impact the only access road to our property.

The Quintette Road right of way that is to our South would not be in the firing lines. Routes 1 and 2 are farther to the north and would not interfere with our activities. Routes 5 and 6 are farther south and also would not interfere. Also, some areas to our immediate north have populations of protected plants and are conservation areas.

For more than 30 years we have worked to make the PRPC a location for people of all ages to safely shoot their firearms. We have hosted events that bring hundreds of competitors to our facility and our county. Shooters would have to travel a few hours to find a comparable range and their spending and tax dollars would go to other municipalities.

I respectfully request that routes 3, 4, and 7 be eliminated from consideration for this project in order to maintain the integrity of our range and the buffer zones we have added as additional safety measures.

Our website, https://urldefense.proofpoint.com/v2/url?u=http-3A__www.pensacolarifleandpistolclub.com&d=CwIFAg&c=cUkzcZGZt-E3UgRE832-4A&r=AE4-SD8_QlzmMBv9K2MGdOBylMYtuwP03nfuZmOE79Q&m=rUI3XANc4bO2Y4YT8bcKST-ZOysNgRUEkNq-3_Zl1KY&s=xoP2RpqumsAQwQ1Yhu5OzuQWpkgOUtjsZXe-ctgcewY&e= , can be a resource of information as to who we are and how we operate.

Sincerely,
Dean Prestwood

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Dean Prestwood
dean.prestwood@gmail.com

RE: Proposed Beulah Beltway

Dear Mr. Prestwood:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

The seven potential corridors identified early in the corridor evaluation process were selected through a land suitability GIS mapping process. Other factors, including but not limited to environmental, cultural resources, and public opinion, will be used during corridor evaluation to eliminate and refine corridor options.

Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:49 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Interstate 10 - US 29 Beltway Project - Right Through Our Range???
Attachments: Escambia Beltway Alternative Corridor Evaluation Study.pdf; ATT00001.htm

From: Chuck Moulis [mailto:chuckmoulis@bellsouth.net]
Sent: Saturday, April 23, 2016 8:56 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Interstate 10 - US 29 Beltway Project - Right Through Our Range???

DRAFT

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40

acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace it's history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Charles Moulis

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Charles Moulis
chuckmoulis@bellsouth.net

RE: Proposed Beulah Beltway

Dear Mr. Moulis:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Monday, April 25, 2016 9:35 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: PROPOSED US 29, I-10 CONNECTORS

From: Joseph McCown [mailto:carolejoe@cox.net]
Sent: Monday, April 25, 2016 7:35 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: PROPOSED US 29, I-10 CONNECTORS

Mr. Allen:

I looked at the maps showing possible routes for connectors between US 29, and I-10 in Escambia County. I am a member of the Pensacola Rifle and Pistol Club located in the areas that would be impacted by a number of these proposed connectors. The club is located along a line running east and west, virtually in the middle of the US 29 termination points of proposed routs 3 and 4; proposed route 7 to the north is in the down range buffer area, and also would effectively render the range unusable. The proposed rout 5 to the south of the club does not appear to impact the firing range, and offers a less convoluted path to I-10. It also appears to protect the developed Mattheson Road properties.

I realize that the good of the majority outweighs the needs of the few. However, the selection of the southern connector termination point to US 29, will not change the objective of the project, but will allow our Club to continue to function, and also preserve the Mattheson Road properties.

J.M. McCown

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Joseph McCown
carolejoe@cox.net

RE: Proposed Beulah Beltway

Dear Mr. McCown:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: Sackman, Cheryl P
Sent: Wednesday, April 27, 2016 8:23 AM
To: Jeremy Mcclelland
Subject: RE:

Thank you for your comments. They will be forwarded to the project manager and included in the project's official file. You can expect a formal response from the project manager within a few weeks.

Cheryl P. Sackman
Contract Specialist, Engineering

PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE

From: Jeremy Mcclelland [mailto:jeremymcclelland72@gmail.com]
Sent: Wednesday, April 27, 2016 6:48 AM
To: Sackman, Cheryl P <Cheryl.Sackman@atkinsglobal.com>
Subject:

A few of the plans run right through my property. I just bought my place last year and I love where I live. I am not happy about this.

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Jeremy Mcclelland
jeremymcclelland72@gmail.com

RE: Proposed Beulah Beltway

Dear Mr. Mcclelland:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by property owners who enjoy living in a quiet, rural community. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 5:27 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Location of Escambia Beltway Project

-----Original Message-----
From: Harry Kinsley [mailto:harrykinsley@me.com]
Sent: Tuesday, April 26, 2016 8:52 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Location of Escambia Beltway Project

Sirs:
As a long time member of Pensacola Rifle and Pistol Club I find it disheartening that you have choose our range and property as the ideal place to place you new beltway. There seems to be far more other places it could go that would not hinder our use of our property nor would it make the project anymore costly or less feasible. Maybe you should look into the termination of the project being run through the industrial park south of us since it has seen very little use for the past few years. I assume the county owns the property so the cost is a no-brainer and no homes or private property would be disturbed.

Thanks Harry Kinsley

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Harry Kinsley
harrykinsley@me.com

RE: Proposed Beulah Beltway

Dear Mr. Kinsley:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Sackman, Cheryl P

From: nowake@att.net
Sent: Thursday, April 21, 2016 12:54 PM
To: Sackman, Cheryl P; Allen, Gregory S
Subject: Fw: Escambia Beltway ETDM project # 14059

Dear Sir,

I am sure you are used to people complaining about road projects, but it does seem that road planning is a subject that is not well developed.

With regard to the project noted above it appears to me that this is a 4 lane highway going to nowhere! Surely the south part of the road should T into Mobile highway which ultimately gives you as smooth route to downtown Pensacola. The connection to Mobile Hwy could be via Tower Bridge or Rebel Road or Beulah Road, all these being 4 laned depending on where the road strikes north.

The road as proposed now is a 4 lane triangular setup. Not very smart in my opinion.

I am not sure this is possible, but a cogent explanation of why Mobile Hwy is not included in this project would be very interesting.

Regards,

Chris King BSc MSc PhD

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Chris King
nowake@att.net

RE: Proposed Beulah Beltway

Dear Chris King:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Rodney Fortney <rodfortney@cox.net>
Sent: Friday, April 29, 2016 5:54 PM
To: Allen, Gregory S
Subject: Escambia Beltway Project

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

April 29th, 2016

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

Number 7 directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which connects to our northern 40 acres which provides an even wider fire fan safety buffer. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It also takes away our only access to the property.

DRAFT

The right of way for Quintette Road, which is directly to our southern border, has already been surveyed. I request that you consider using that instead. Additionally, the land that is part of the Quintette Survey is undeveloped land.

Routes farther to the north, such as Number 1 and Number 2 would be more practical for a termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

In conclusion, Pensacola Rifle and Pistol Club can trace its history back to the 1920s. In 1979 our club decided to stop leasing and buy our own land and cut it out of what could be called "wilderness" at that point in time. As a few homes began to be built nearby, we purchased additional land as a safety buffer. Additionally, our northern safety buffers are conservation areas where no hunting is allowed and has many areas identified with a variety of the protected Pitcher Plants.

For over 30 years since we established a premier location to safely shoot firearms we have hosted events that bring several hundred competitors and their families to our facility every year who spend tourist dollars here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Rodney L. Fortney
Phone: (850) 398 5559
Emai: rodfortney@cox.net

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Rodney Fortney
rodfortney@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Fortney:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Escambia County understands and appreciates the concerns expressed by the board and members of the Pensacola Rifle & Pistol Club. It is both a challenge, and our goal, to accommodate anticipated regional growth and comply with the Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan, while respecting the heritage of the local community and the rights of current property owners.

Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Thursday, April 28, 2016 1:49 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Escambia Beltway

FYI

-----Original Message-----
From: Jeff Cropsey [mailto:jeffcropsey@aol.com]
Sent: Thursday, April 28, 2016 12:46 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Escambia Beltway

Dear Mr. Allen,

It has come to my attention that the planning is beginning to develop a highway from I-110 into Hwy 29, in the northern section of Escambia county.

My concern is that several of the proposed connecting routes would go through or interfere with the operation of the Pensacola Rifle and Pistol Club.

Specifically proposed Routes 3 and 4 right of ways will cross the Pensacola Rifle and Pistol Club Range. Also Route 7 would use most of our 100 acre impact and safety buffer and impact access to the Pensacola Rifle and Pistol Club range access road.

The Pensacola Rifle an Pistol Club has been part of Pensacola history, recreation and safe gun practices since 1945. It has been and continues to be the site of numerous NRA sanctioned events that draw participants not only from Escambia and surrounding counties, but truly from around the country. The Club continues to be a center for training and responsible gun ownership going on over 70 years.

I strongly request that during your deliberations you consider this historic and important part of Escambia county and choose routes other than proposed routes 3, 4, and 7.

Thank you for your consideration,

Dr. Jeffrey P. Cropsey

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Dr. Jeffrey P. Cropsey
jeffcropsey@aol.com

RE: Proposed Beulah Beltway

Dear Dr. Cropsey:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:50 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Alternative Corridor Evaluation Study—Escambia Beltway

From: arlanb [mailto:arlanb@bellsouth.net]
Sent: Saturday, April 23, 2016 7:58 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Alternative Corridor Evaluation Study—Escambia Beltway

April 25, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

My name is Arlan Boehme and I am the Vice President of the Pensacola Rifle and Pistol Club. The Pensacola Rifle and Pistol Club is located near Mathison Road in Escambia County, and has been in that location since 1979. We currently own 140 acres of land, most of which is used as a safety/impact buffer between us and our neighbors to our north. We recently became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I would like these comments to be included in the official project record to help you make an informed decision about the proposed routes and terminations of this beltway at US 29.

I have seen a PDF about the project on www.MyEscambia.com, which includes a map with seven possible terminations on US Hwy 29. According to the map, routes numbers 3 and 4 turn east to intersect US 29; the east/west corridors of these two proposals are on top of our club's actual firing line. When looking at this map, our range facility, which utilizes only 40 acres of our 140 acres of property for actual shooting activities, is visible as the cleared area just to the right of the number 3 arrow near the US 29 termination point. Obviously, these two route proposals directly impact our club's shooting facilities.

Route number 7 also directly impacts our club since it would be built using much of our safety/impact buffer to the north. The turn of this route would also use much of our 60 acre west parcel which provides an even wider safety buffer to our northwest. In short, Route Number 7 would directly impact the safety buffer built into our firing range facility. It would also take away our only access to the property.

Routes farther to the north, such as Number 1 and Number 2, seem to be more practical for a termination point with Hwy 29 however, the routes directly to the south of our firing range facility, such as Numbers 5 and 6, seem to have less existing development. The right of way for Quintette Road, which is directly to our southern

DRAFT

border, has already been surveyed, and much of this land is undeveloped. I request that you consider using this right of way instead.

Pensacola Rifle and Pistol Club can trace its history back to the 1920s. In 1979, our club decided to stop leasing and buy our own land and cut it out of what could be called “wilderness” at that point in time. As homes began to be built nearby, we purchased additional land between their property and ours to act as a safety buffer. Additionally, our northern safety buffers are conservation areas with a variety of the protected Pitcher Plants species, and where hunting is not allowed.

For over 30 years since we established a premier location to safely shoot firearms, we have hosted many events that bring several hundred competitors and their families to our facility every year. These competitors help support tourism here in Escambia County.

I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address the concerns discussed herein, that they be removed from consideration as they will directly interfere with an established, safe firearm shooting facility or its safety buffers.

Please visit our website http://www.pensacolarifleandpistolclub.com/ to learn more about us. If you have questions or concerns, I can be reached at the following address: arlanb@bellsouth.net. Thank you for your consideration.

Sincerely,
Arlan Boehme

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Arlan Boehme
arlanb@bellsouth.net

RE: Proposed Beulah Beltway

Dear Boehme:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

The Beulah Beltway is just one portion of a multi-phased beltway project that has long been a part of the West Florida Regional Planning Council (WFRPC) Florida-Alabama Transportation Planning Organization (FL-AL TPO) Long Range Transportation Plan (LRTP). It is specifically mentioned in the 2040 LRTP approved in November 2015, the 2035 LRTP approved in November 2010, and the FY 2009-2013 Transportation Improvement Program (TIP) document endorsed in June 2008.

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Your comments and recommendations regarding the proposed project are being considered and will be incorporated into the project documentation. We hope you will continue to monitor and provide additional comments throughout the progress of this project.

Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Tuesday, April 26, 2016 12:49 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Highway Construction - Escambia Beltway Project

From: Stephany & Ed [mailto:Ibadcatx@cox.net]
Sent: Tuesday, April 26, 2016 11:48 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Highway Construction - Escambia Beltway Project

April 26, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

Recently, I became aware of the intentions to build what has been called the Escambia Beltway from I-10 to US 29.

I am writing as a member of the Pensacola Rifle and Pistol Club which is located near Mathison Road in Escambia County. My club has been in that location since 1979 and currently owns 140 acres with most being used as a safety/impact buffer between us and our neighbors.

I would like these comments to be included in the official project record.

I have seen a PDF about the project on www.MyEscambia.com which includes a map that has seven different US 29 terminations which is the reason for my letter: to help you make an informed decision which should impact plans for three of the proposed terminations at US 29.

On the map where Numbers 3 and 4 of the proposed routes intersect near their US 29 termination is on top of our club's actual firing range. When looking at the map supplied by www.MyEscambia.com, our range facility which utilizes 40 acres of our 140 acres of property, is visible as the cleared area just to the right of the "Number 3 arrow" near the US 29 termination point.

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termination point. However, the routes directly to the south of our firing range facility such as Numbers 5 and 6 seem to have less existing development.

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I respectfully propose that if US 29 termination points Numbers 3, 4, and 7 cannot be adjusted to address these concerns that they be removed from consideration which will directly interfere with an established 30+ year safe firearm shooting facility and protection of the safety buffers.

Check out our website http://www.pensacolarifleandpistolclub.com/ to learn more about us.

Sincerely,

Edward A. Billman
Member #86

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Edward A. Billman
lbadcatx@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Billman:

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Tuesday, April 26, 2016 12:41 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW:

FYI

-----Original Message-----
From: Reese Williams [mailto:reesewilliams@att.net]
Sent: Tuesday, April 26, 2016 9:30 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject:

April 26, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

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Sincerely,

Reese Williams

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Reese Williams
reesewilliams@att.net

RE: Proposed Beulah Beltway

Dear Reese Williams:

Thank you for participating in the public kickoff of the Alternative Corridor Evaluation Study for the Beulah Beltway project in Escambia County.

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 7:09 PM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Escambia Beltway

From: Paul Tringas [mailto:ptring1@cox.net]
Sent: Sunday, April 24, 2016 1:01 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Escambia Beltway

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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DRAFT

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Sincerely,

Paul J. Tringas
No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7497 / Virus Database: 4556/12083 - Release Date: 04/22/16

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. Paul Tringas
ptring1@cox.net

RE: Proposed Beulah Beltway

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Sincerely,

David V. Forte
Project Manager

DRAFT

From: Allen, Gregory S
Sent: Sunday, April 24, 2016 12:49 AM
To: Sackman, Cheryl P
Cc: Cash, Cathie
Subject: FW: Proposed Escambia Beltway

From: Grady Stegall [mailto:e8gm@cox.net]
Sent: Saturday, April 23, 2016 8:57 PM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Subject: Proposed Escambia Beltway

Dear Gregory S. Allen, P.E.:

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Sincerely,
William G. Stegall

DRAFT

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. William G. Stegall
e8gm@cox.net

RE: Proposed Beulah Beltway

Dear Mr. Stegall:

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Sincerely,

David V. Forte
Project Manager

DRAFT

Allen, Gregory S

From: Mac. <mcguire1611@yahoo.com>
Sent: Thursday, April 28, 2016 4:15 PM
To: Allen, Gregory S
Subject: Escambia Beltway Project

April 28, 2016

Gregory S. Allen, P.E.
Atkins Project Manager
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504

Dear Gregory S. Allen, P.E.:

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Sincerely, David Smith... Member-Pensacola Rifle and Pistol Club

DRAFT

-
-
- 1 Attachment
- No
  Preview

  Download

  Escambia Beltway Alternative Corridor Evaluation Study .pdf

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

June 28, 2016

Mr. David Smith
mcguire1611@yahoo.com

RE: Proposed Beulah Beltway

Dear Mr. Smith:

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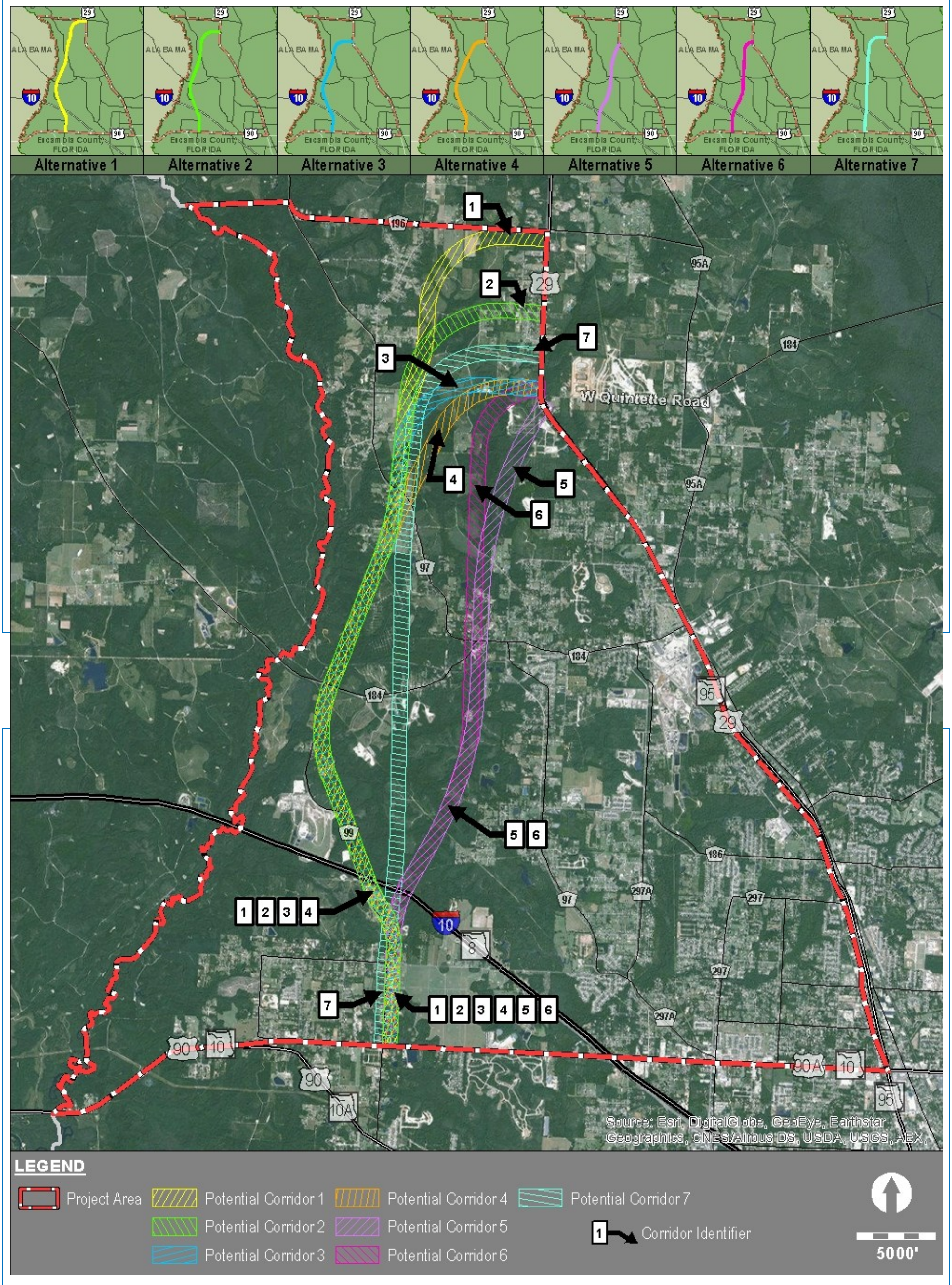
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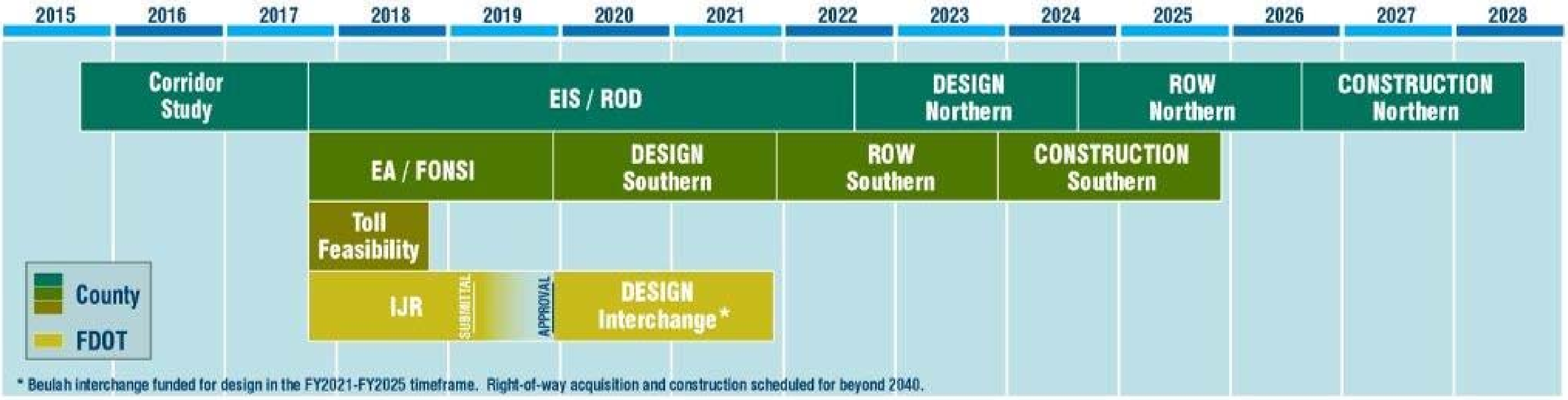
Sincerely,

David V. Forte
Project Manager

DRAFT



COMBINED CORRIDORS



* Beulah interchange funded for design in the FY2021-FY2025 timeframe. Right-of-way acquisition and construction scheduled for beyond 2040.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12076 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Scheduling of a Public Hearing to Adopt an Ordinance Relating to the Habitat Conservation Plan for Perdido Key
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Adopt an Ordinance Amending Chapter 30 of the Code of Ordinances to Establish Guidelines for Complying with Escambia County's Habitat Conservation Plan for Perdido Key - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the scheduling of a Public Hearing for May 4, 2017, at 5:32 p.m., to adopt an ordinance amending Chapter 30 of the Code of Ordinances to establish guidelines for complying with Escambia County's Habitat Conservation Plan for Perdido Key.

BACKGROUND:

In February 2004, the US Fish and Wildlife Service revised habitat boundaries for the Perdido Key beach mouse that resulted in a cumbersome federal permit process that took years to complete for Perdido Key landowners. In 2008, the Board initiated the process to obtain a Habitat Conservation Plan/Incidental Take permit to provide a more efficient permit process at the local level. The County received approval in December 2015 to authorize development on the Key as it relates to federally protected species such as nesting shore birds, sea turtles, and beach mice. The proposed amendment to Chapter 30 codifies concepts of the approved Habitat Conservation Plan.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal considerations associated with this recommendation.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy A.7.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management will coordinate, as applicable.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12081 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Proposed Annexation of Airport Area Properties
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Proposed Annexation of Airport Area Properties - Jack R. Brown, County Administrator

That the Board accept for filing with the Board's Minutes the Urban Services Report for the Annexation of Airport Owned and Adjacent Properties, regarding the proposed annexation of properties in the area of the Pensacola International Airport, provided by Eric W. Olson, City Administrator, in accordance with Chapter 171 of the Florida Statutes.

BACKGROUND:
The City of Pensacola has a request from the Pensacola International Airport to incorporate properties under its ownership into the city limits. In order to provide a clear, easily understood, and rational city boundary, additional properties have been included in the proposed annexation.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Letter from Eric W. Olson, Report and Map

PENSACOLA
THE UPSIDE of FLORIDA

OFFICE OF THE MAYOR

March 28, 2017

Jack Brown
County Administrator
Escambia County
221 Palafox Place, Suite 240
Pensacola, FL 32502

RE: Proposed Annexation of Airport Area Properties

Dear Mr. Brown,

The City of Pensacola has a request from the Pensacola International Airport to incorporate properties under its ownership into the city limits. In order to provide a clear, easily understood and rational city boundary, additional properties have been included in the proposed annexation.

F.S. 171.0413 (6) provides that an area may be annexed by ordinance without a referendum when:

1. The owners of more than 50% of the land in the area consent to annexation under §171.0413(5) governing such annexation of land, more than 70% of which land is owned by individuals, corporations, or legal entities that are not registered electors of such area, and

2. The owners of more than 50% of the parcels in the area proposed to be annexed consent to such annexation.

In accordance with Chapter 171 of the Florida Statutes, the City of Pensacola hereby files the enclosed urban services report with Escambia County regarding the proposed annexation of properties in the Airport area.

Sincerely,

Eric W. Olson
City Administrator

Encl: 1) Urban Services Report
2) Map of Proposed Annexation dated 3/8/2017

URBAN SERVICES REPORT

FOR THE ANNEXATION OF AIRPORT OWNED AND ADJACENT PROPERTIES

I. INTRODUCTION

Prior to commencing the annexation procedures under Section171.0413, the governing body of the municipality shall prepare a report as required by Section171.042 "Prerequisites to Annexation" setting forth the plans to provide urban services to any area to be annexed. This Urban Services Report is submitted in fulfillment of that statutory requirement. The following excerpt from the Florida Statutes is provided to assist in compliance.

171.042Prerequisites to annexation.
(1) Prior to commencing the annexation procedures under s. 171.0413, the governing body of the municipality shall prepare a report setting forth the plans to provide urban services to any area to be annexed, and the report shall include the following:

(a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

(b) A statement certifying that the area to be annexed meets the criteria in s. 171.043.

(c) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation. Specifically, such plans shall:

1. Provide for extending urban services except as otherwise provided herein to the area to be annexed on the date of annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation.
2. Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.
3. If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.
4. Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

II. PURPOSE

Chapter 171, Florida Statutes, which governs annexation proceedings, requires a city to prepare and file a report to the Escambia Board of County Commissioners setting forth the City of Pensacola plans to provide urban services to areas being annexed.

The purpose of this report is to explain the means by which the City of Pensacola plans to extend municipal services to the area the City proposes to annex. In addition, this report characterizes the area to be annexed thereby verifying its qualification for annexation. The report contains information compiled in conjunction with the City's operating departments and is intended to help them prepare for any extension or expansion of municipal services upon annexation. Information presented herein also allows for evaluation of the fiscal impacts of pursuing annexation of this area. This Urban Services Report is not intended as an overview of the City's annexation program; instead, it is a technical document reporting specifically on the provision of municipal services to this particular annexation area.

III. AREA PROPOSED FOR ANNEXATION

The proposed area for annexation is along an irregular area of the border of the City of Pensacola, Florida, and is referred to as "Airport Annexation Area". It provides for the incorporation of Pensacola International Airport properties and adjacent parcels.

The Airport Annexation Area is contiguous to the City and encompasses approximately 34.87 acres. When added to the City's current area of 27,604 acres (including submerged lands), the new proposed city area would be 27,639 acres.

IV. COMPLIANCE WITH STATUTORY CRITERIA – DISCUSSION

A. 171.042 Prerequisites to annexation. (1) (a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

1. Exhibit 1 indicates the existing and proposed municipal boundaries. The area is located along the western city limits around Pensacola International Airport.
2. The area has water provided by the Emerald Coast Utilities Authority (ECUA). Sewer is also provided by ECUA. No extension of mains and outfalls is anticipated.
3. Exhibit 2 depicts the existing general land use of the proposed annexation. The area has a future land use of MU-1 (mixed use). This information comes from the Escambia County online GIS services.

B. 171.042 Prerequisites to annexation. (1) (b) A statement certifying the area to be annexed meets the criteria in Section171.043.

The City of Pensacola certifies the area to be annexed meets the criteria in Florida Statutes 171.043.

1. The total area is reasonably compact and is contiguous to the municipal boundaries of the City of Pensacola on this date. No part of the area is included within the boundary of another incorporated municipality.
2. The area meets the statutory requirement of development in that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

C. 171.042 Prerequisites to annexation. (1) (C) (1) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service preformed within the municipality at the time of annexation.

1. Police Protection

Due to the irregularity in the current city limit line in this area, police protection is frequently already provided to the Airport Annexation Area by the Pensacola Police Department (PPD). Therefore, the PPD does not anticipate any additional costs with providing services to the area.

2. Fire Protection

Due to the irregularity in the current city limit line in this area, fire protection is frequently already provided to the Airport Annexation Area by the Pensacola Fire Department. Therefore, the fire department does not anticipate any additional costs with providing services to the area.

3. Parks and Recreation

The area to be annexed consists of commercial developments and commercial lots. Therefore there is no impact to the Parks and Recreation programming and level of service.

4. Solid Waste

Commercial solid waste will be handled on an individual, contract basis. Existing businesses will be able to finish out contracts before switching to the city's solid waste service.

5. Building Inspections and Permitting

The City will perform all building permit review and inspections for any new projects submitted after annexation. Projects in review or underway at the time the annexation becomes effective will continue to be reviewed and inspected by the County unless other arrangements are made and agreed to by both the City and County. Permit fees will cover any additional costs required to serve this area.

Planning

The Planning Services Division will provide all planning services after the annexation becomes effective. The City will continue to implement and enforce the County zoning code and comprehensive plan requirements relative to new development in the annexed area until the City adopts and amends the future land use designation and zoning for the annexed area.

6. Streets, Lighting, Signage and Stormwater

Public streets are present in the area. Public Works will maintain the area and make improvements to streets, lighting and stormwater as necessary.

7. Water and Sewer

Water and sewer services are currently provide by Emerald Coast Utilities Authority (ECUA), and both services will continue to be provided as they currently are.

D. 171.042 Prerequisites to annexation. (1) (c) (2) Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.

Water and sewer services are currently provide by Emerald Coast Utilities Authority (ECUA), and both services will continue to be provided as they currently are.

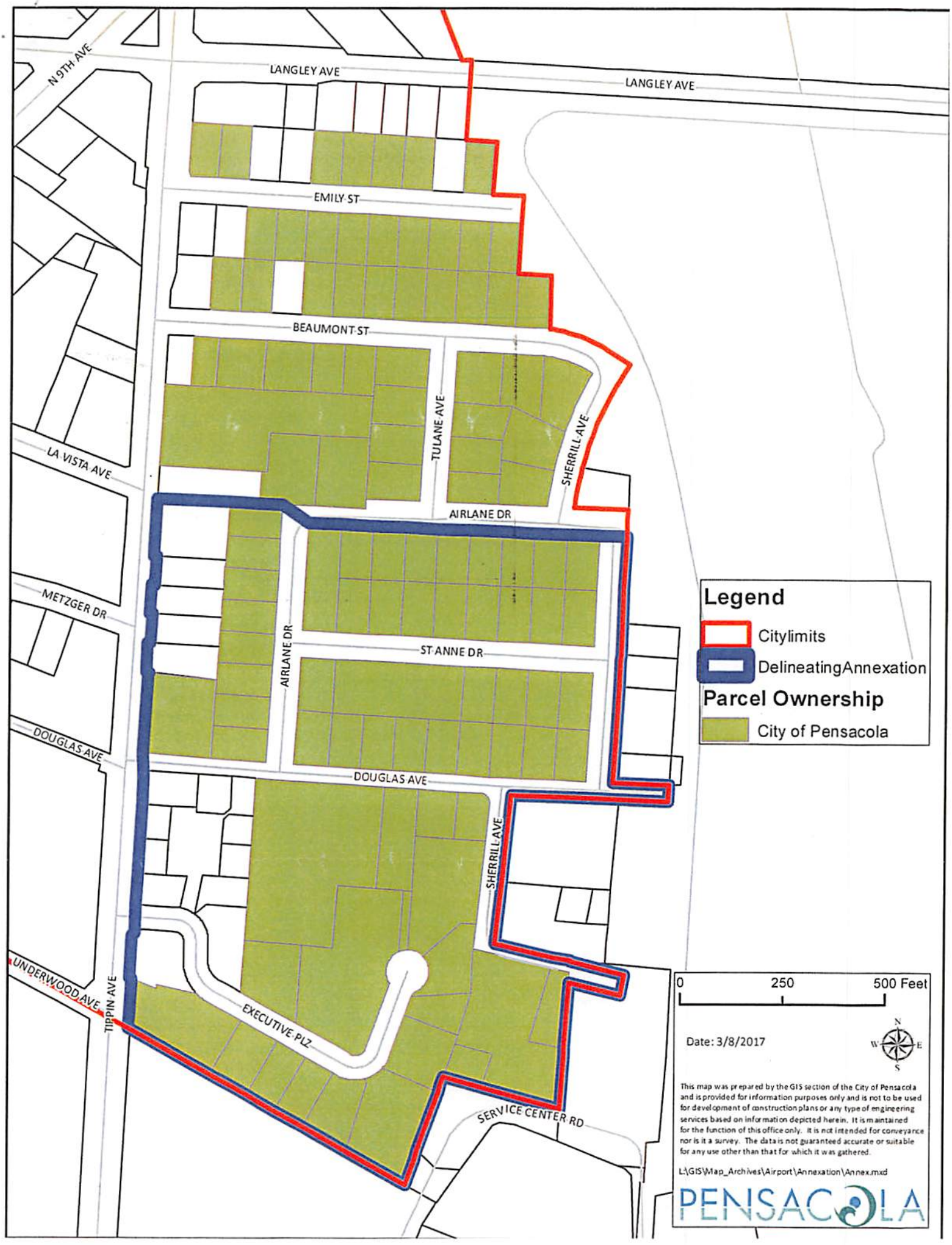
E. 171.042 Prerequisites to annexation. (1) (c) (3) If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.

No extensions are required.

F. 171.042 Prerequisites to annexation. (1) (c) (4) Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

The method of funding any required service to this newly annexed area will not differ from the methods used to fund similar service arrangements within the existing incorporated area. Funding sources for this area will remain the same as they are in the current City budget structure. Specifically, certain services such as police protection, fire service, public landscaping and planning will continue to be funded through the General Fund.

Stormwater and Solid Waste service will be funded via user fees.


N 9TH AVE
LANGLEY AVE
LANGLEY AVE
EMILY ST
BEAUMONT ST
TULANE AVE
SHERRILL AVE
LA VISTA AVE
AIRLANE DR
METZGER DR
AIRLANE DR
ST ANNE DR
DOUGLAS AVE
DOUGLAS AVE
SHERRILL AVE
UNDERWOOD AVE
TIPPIN AVE
EXECUTIVE PLZ
SERVICE CENTER RD
Legend
Citylimits
DelineatingAnnexation
Parcel Ownership
City of Pensacola
0
250
500 Feet
Date: 3/8/2017
N
W
E
S
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
L:\GIS\Map_Archives\Airport\Annexation\Annex.mxd
PENSACOLA

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12080 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Donation of a 2004 Chrysler Mini Van, Asset Number 53114, to the Pensacola Human Society
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of a 2004 Chrysler Mini Van, Asset Number 53114, to the Pensacola Humane Society - Jack R. Brown, County Administrator

That the Board take the following action concerning the donation of a 2004 Chrysler Mini Van, Asset Number 53114 to the Pensacola Humane Society:

A. Adopt the Resolution Authorizing the Conveyance of Personal Property to the Humane Society of Pensacola, Florida, Inc.; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

On June 2, 2017, the Board approved the Request for Disposition Form from the Tax Collector's Office declaring that the 2004 Chrysler Mini Van, Asset Number 53114, VIN Number 1C4GP45R75B132130, as surplus. The current approximately value is estimated to be under $1,200. The van is considered to be obsolete, with the continued use uneconomical or inefficient, and it serves no useful function for County purposes.

BUDGETARY IMPACT:

According to our Public Works Fleet Maintenance Division, the estimated book value of this van is approximately $1,200 and the cost of the necessary repair work is approximately $1,100. This van is considered to be obsolete, with the continued use inefficient, and it serves no useful function for County purposes.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, created and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the equipment will be transferred to the Pensacola Humane Society.

Attachments

Letter from Jeffery A. Keener, Pensacola Humane Society Requesting the Van

Resolution Property Donation Van Pensacola Humane Society.

Request for Disposition of Property Form

PENSACOLA
HUMANE SOCIETY

January 27, 2017

Jack Brown, Escambia County Administrator
221 South Palafox Street, Suite 420
Pensacola, Florida 32502

Dear Mr. Brown;

This letter is to enquire about the availability of a Chrysler Mini Van for donation to the Pensacola Humane Society. If it is unavailable for donation, we would consider purchasing the vehicle. The Humane Society is in desperate need of a smaller van to transport cats.

Our one cargo van is used daily for all of our transport needs. This includes a Monday through Thursday trip to the Escambia County Animal Shelter to pick up community (feral) cats and transport them to the Pensacola Humane Society Barbara Grice Spay & Neuter Clinic for surgery and then the following day return the cats to the community (TNR – Trap / Neuter / Return) and repeat the process again.

When our Shelter animals need outside veterinary services, this same van is used to transport these animals to the outside veterinary clinic. In many cases, we are unable to meet the request to have the animal to the outside veterinary clinic early in the morning because the van is being used by the community cat program.

One of our active volunteers, Jeremy Busbee, a county employee, identified the van for us yesterday. The Escambia County mini-van is currently located at Camp 5.

Your consideration of our request is greatly appreciated.

Sincerely,

Jeffrey A. Keener, Director of Development
Pensacola Humane Society
Phone: 850-898-3384
Email: jeff@pensacolahumane.org

RESOLUTION NUMBER R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY TO THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §274.05, Florida Statutes, the County is authorized to offer personal property classified as surplus to qualified private non-profit agencies; and

WHEREAS, Escambia County ("County") is the owner of certain property more particularly described as a 2004 Chrysler Mini Van (VIN# 1C4GP45R75B132130 ("Property"); and

WHEREAS, the Humane Society of Pensacola, Inc. is a private non-profit organization as defined in §273.01(3), Florida Statutes, with a principal mission of serving the citizens of Escambia County by improving the lives of companion animals in the community through advocacy, adoption, education, and sanctuary; and

WHEREAS, the Humane Society of Pensacola, Inc. has requested that the County donate the Property to it for use in support of its mission; and

WHEREAS, the Board of County Commissioners has determined that the Property is obsolete or the continued use is uneconomical or inefficient or serves no useful function for County purposes; and

WHEREAS, the Board of County Commissioners has further determined and that it is in the best interest of the County to classify the Property as surplus and donate the Property to the Humane Society of Pensacola, Inc. under the terms and conditions stated herein.

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

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

Section 2. That the Property shall be donated by the County to the Humane Society of Pensacola, Inc. for no consideration and with all other costs associated with accepting the Property being borne by the Humane Society of Pensacola, Inc.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/12/17

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Tax Collector COST CENTER NO: 520101

Cathy Yates DATE: 5/20/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Catherine M Yates Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53114	Town & Country Van	1C4GP45R75B132130	Chrysler	2005	Fair

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 5/20/2016

FROM: Escambia County Department Director (Signature):

Director (Print Name): Jennifer Miles, Chief Administrative Officer

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/2/2016

Approved by the County Commission and Recorded in the Minutes of: June 2, 2016

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12082 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/20/2017
Issue: Donation of Two Office Cubicles to the Community Action Program Committee, Inc.
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Two Office Cubicles to the Community Action Program Committee, Inc. - Jack R. Brown, County Administrator

That the Board take the following action concerning the donation of two office cubicles to the Community Action Program Committee, Inc.:

A. Adopt the Resolution authorizing the Conveyance of Personal Property to the Community Action Program Committee, Inc.; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Recently, the Clerk of the Circuit Court's Office declared surplus two Office Cubicles. The Community Action Program Committee, Inc., may the request to have the two Office Cubicles donated to them for use in their Office. Both office cubicles are considered to be obsolete and serve no useful function for County purposes.

BUDGETARY IMPACT:

The approximate value is estimated to be under $1,000.00. Both office cubicles are considered to be obsolete and serves no useful function for County purposes.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, created and approved the Resolution as to form and legal authority.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the two Office Cubicles will be transferred to the Community Action Program Committee, Inc.

Attachments

Resolution Property Donation of Cubicles

Pictures of Office Cubicles

RESOLUTION NUMBER R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY TO COMMUNITY ACTION PROGRAM COMMITTEE, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §274.05, Florida Statutes, the County is authorized to offer personal property classified as surplus to qualified private non-profit agencies; and

WHEREAS, Escambia County ("County") is the owner of certain property more particularly described as two office cubicle partitions ("Property"); and

WHEREAS, Community Action Program Committee, Inc. ("CAPC") is a private non-profit organization as defined in §273.01(3), Florida Statutes, with a principal mission of serving Escambia County by enabling citizens to achieve self-sufficiency and eradicate poverty; and

WHEREAS, CAPC has requested that the County donate the Property to it for use in support of its mission; and

WHEREAS, the Board of County Commissioners has determined that the Property is obsolete or the continued use is uneconomical or inefficient or serves no useful function for County purposes; and

WHEREAS, the Board of County Commissioners has further determined and that it is in the best interest of the County to classify the Property as surplus and donate the Property to CAPC under the terms and conditions stated herein.

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

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

Section 2. That the Property shall be donated by the County to CAPC for no consideration and with all other costs associated with accepting the Property being borne by CAPC.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

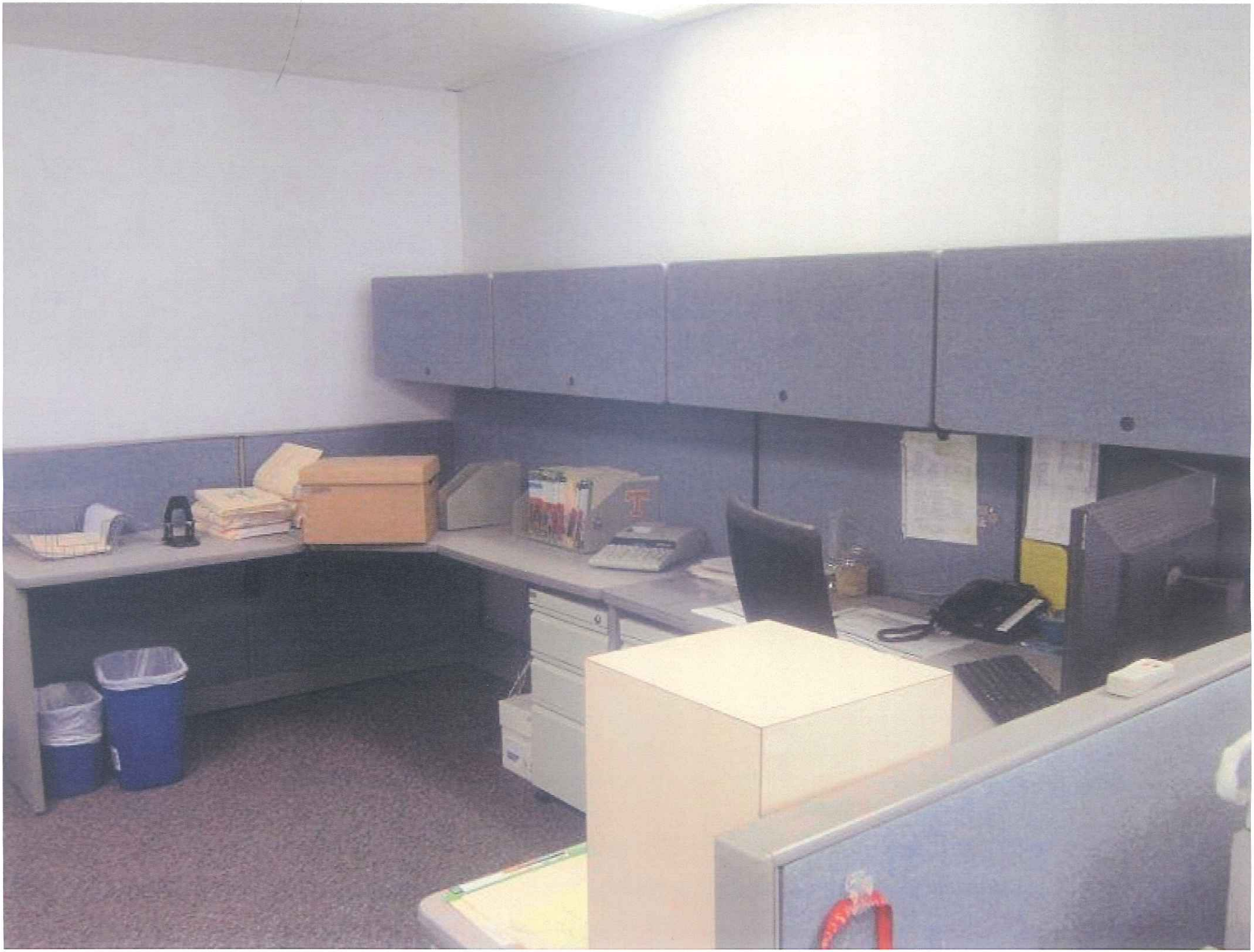
_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/12/17


DOCUMENTS
TO BE VERIFIED
4:00 RUN BOX
Mail



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12037 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following April 20, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Willie G. Gray, Jr., owner of residential property located at 3812 West Cervantes Street, Brownsville Redevelopment District, each in the amount of $5,333 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Kimberly K. Kaminski, owner of residential property located at 121 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,050 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Scott B. Keller, owner of residential property located at 317 South Valencia Street, Warrington Redevelopment District, each in the amount of $5,117 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 Vickie Jenkins, owner of

residential property located at 737 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,390 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Curtis and Elizabeth A. Hughley, owners of residential property located at 303 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,608 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

6. The Agreements between Escambia County CRA and Douglas K. and Cheryl A. Gibson, owners of residential property located at 835 Polk Avenue, Warrington Redevelopment District, each in the amount of $4,496 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new windows;

7. The Agreements between Escambia County CRA and Brittie Powers, owners of residential property located at 106 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,950 representing an in-kind match through the BarrancasTax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for electrical rewiring;

8. The Agreements between Escambia County CRA and Kim C. Horn, owner of residential property located at 221 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,040 representing an in-kind match through the Warrington Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

9. The Agreements between Escambia County CRA and Leon C., Jr. and Deborah E. Mills, owners of residential property located at 205 North Pinewood Lane, Warrington Redevelopment District, each in the amount of $5,125 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

10. The Agreements between Escambia County CRA and Gregg E. Torres, owners of residential property located at 503 Mandalay Drive, Barrancas Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to replace roof and electrical rewiring; and

11. The Agreements between Escambia County CRA and Timothy H. Gibson, owner of residential property located at 123 Southeast Kalash Road, 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; 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. Willie G. Gray, Jr., Brownsville TIF, Cost Center 370113, in the amount of $5,333
2. Kimberly K. Kaminski, Warrington TIF, Cost Center 370114, in the amount of $1,050
3. Scott B. Keller, Warrington TIF, Cost Center 370114, in the amount of $5,117
4. Vickie Jenkins, Barrancas TIF, Cost Center 370116, in the amount of $2,390
5. Curtis and Elizabeth A. Hughley, Barrancas TIF, Cost Center 370116, in the amount of $3,608
6. Douglas K. and Cheryl A. Gibson, Warrington TIF, Cost Center 370114, in the amount of $4,496
7. Brittie Powers, Barrancas TIF, Cost Center 370116, in the amount of $3,950
8. Kim C. Horn, Warrington TIF, Cost Center 370114, in the amount of $4,040
9. Leon C. Jr. and Deborah E. Mills, Warrington TIF, Cost Center 370114, in the amount of $5,125
10. Gregg E. Torres, Barrancas TIF, Cost Center 370116, in the amount of $6,000
11. Timothy H. Gibson, Warrington TIF, Cost Center 370114, in the amount of $2,050

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 these Grant awards.

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.

Attachments

Agreement_Gray_April2017
Agreement_Kaminski_April2017
Agreement_Keller_April2017
Agreement_Jenkins_April2017
Agreement_Hugley_April2017
Agreement_Gibson_April2017
Agreement_Powers_April2017
Agreement_Horn_April2017
Agreement_Mills_April2017
Agreement_Torres_April2017
Agreement_Gibson_April2017

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Willie G. Gray, Jr.** (the "Recipient"), owners of residential property located at **3812 West Cervantes Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,333**, 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 **$5,333**, which shall be comprised of a cash contribution of **$5,333**.

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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
Pensacola, Florida 32502

Recipient(s):
Willie G. Gray, Jr.
3812 West Cervantes Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Willie Gray

Willie G. Gray, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of February, 2017 by Willie G. Gray, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL DL C600-887-69-403-0 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/24/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Willie G. Gray, Jr.**
Property Address: **3812 West Cervantes Street, 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)	Address of Property	Property Reference No.
Willie G. Gray, Jr.	**3812 West Cervantes Street Pensacola, FL 32505**	**34-2S-30-0860-002-003**

Total Amount of Lien **$5,333**

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):

Willie G. Gray

Willie G. Gray, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of February, 2017 by Willie G. Gray, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL DL G600-887-69-403-0 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, 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: K. Hual Asst

Date: 2/24/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

3812 West Cervantes Street-Willie G. Gray, Jr.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kimberly K. Kaminski,** (the "Recipient"), owner of residential property located at **121 Southeast Kalash Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total 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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Kimberly K. Kaminski
121 Southeast Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Kimberly K Kaminski
Kimberly K. Kaminski, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2017 by Kimberly K. Kaminski, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Notary Seal:

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/28/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kimberly K. Kaminski**
Property Address: **121 Southeast Kalash Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Kimberly K. Kaminski	**121 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-543-025**

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 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:

Kimberly K. Kaminski

Kimberly K. Kaminski, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2017 by Kimberly K. Kaminski, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, 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: _____

Date: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Sanitary sewer connection

121 Southeast Kalash Road – Kimberly K. Kaminski

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Scott B. Keller,** (the "Recipient"), owner of residential property located at **317 South Valencia 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 has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,117**, 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 **$5,117**, which shall be comprised of a cash contribution of **$5,117**.

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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Scott B. Keller
317 South Valencia Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Scott B. Keller
Scott B. Keller, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2017 by Scott B. Keller, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

(Notarial Seal)

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title:
Date: 2/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Scott B. Keller**
Property Address: **317 South Valencia Street, 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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Scott B. Keller	**317 South Valencia Street** **Pensacola, FL 32507**	**50-2S-30-7060-006-008**

Total Amount of Lien **$5,117**

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:

Scott B. Keller

Scott B. Keller, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2017 by Scott B. Keller, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, 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: _____

Date: 2/22/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Install new windows

317 South Valencia Street – Scott B. Keller

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Vickie Jenkins** (the "Recipient"), owner of residential property located at **737 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,390**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,390** which shall be comprised of a cash contribution of **$2,390**.

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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Vickie Jenkins
737 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
Vickie Jenkins
Vickie Jenkins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of February, 2017 by Vickie Jenkins, Property Owner. She (__) is personally known to me or (✓) has produced FL DL J525-872-63-670-1 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry A. Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title:
Date: 2/14/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Vickie Jenkins**
Property Address: **737 Lakewood Road, Pensacola, Florida, 32507**

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	Address of Property	Property Reference No.
Vickie Jenkins	**737 Lakewood Road** **Pensacola, FL 32507**	**59-2S-30-1000-008-004**

Total Amount of Lien **$2,390**

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:

Vickie Jenkins

Vickie Jenkins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of February, 2017 by Vickie Jenkins, Property Owner. She (__) is personally known to me or (✓) has produced FL DL J525-872-63-670-4 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, 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: _____

Date: 2/14/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

737 Lakewood Road-Vickie Jenkins

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Curtis and Elizabeth A. Hughley** (the "Recipient's"), owners of residential property located at **303 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,608**, 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 **$3,608** which shall be comprised of a cash contribution of **$3,608**.

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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Curtis and Elizabeth A. Hughley
303 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Curtis Hughley
Curtis Hughley, Property Owner

Elizabeth A. Hughley
Elizabeth A. Hughley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of March, 2017 by Curtis Hughley, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 5-30-2018 as identification.

The foregoing instrument was acknowledged before me this 14th day of March, 2017 by Elizabeth A. Hughley, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 2-1-21 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/10/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Curtis and Elizabeth A. Hughley**
Property Address: **303 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows and Storm shutter installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Curtis Hughley &	**303 Lakewood Road**	**59-2S-30-1000-011-002**
Elizabeth A. Hughley	**Pensacola, FL 32507**	

Total Amount of Lien **$3,608**

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:

Curtis Hughley

Curtis Hughley, Property Owner

Elizabeth A. Hughley

Elizabeth A. Hughley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of March, 2017 by Curtis Hughley, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp 5-20-18 as identification.

The foregoing instrument was acknowledged before me this 14th day of March, 2017 by Elizabeth A. Hughley, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp 3-1-25 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, 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: K. Hual ACA

Date: 3/10/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Install new windows and Storm shutter installation

303 Lakewood Road-Curtis and Elizabeth A. Hughley

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Douglas K. and Cheryl A. Gibson,** (the "Recipient(s)"), owner of residential property located at **835 Polk Avenue,** 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 **$4,496**, 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 **$4,496**, which shall be comprised of a cash contribution of **$4,496.**

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 Mgr.
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Douglas K. and Cheryl A. Gibson
835 Polk Avenue
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

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Douglas K. Gibson, Property Owner

_____
Cheryl A. Gibson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of March, 2017 by Douglas K. Gibson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 16th day of March, 2017 by Cheryl A. Gibson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/14/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Douglas K. and Cheryl A. Gibson**
Property Address: **835 Polk Avenue, 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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Douglas K. and Cheryl A. Gibson	**835 Polk Avenue** **Pensacola, FL 32507**	**35-2S-31-1000-024-122**

Total Amount of Lien **$4,496**

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):

Douglas K. Gibson, Property Owner

Cheryl A. Gibson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of March, 2017 by Douglas K. Gibson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 16th day of March, 2017 by Cheryl A. Gibson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/14/17



Install new windows

835 Polk Avenue – Douglas K. and Cheryl A. Gibson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Brittie Powers** (the "Recipient"), owner of residential property located at **106 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment 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 **$3,950**, 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 **$3,950**, which shall be comprised of a cash contribution of **$3,950**.

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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
Pensacola, Florida 32502

Recipient(s):
Brittie Powers
106 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Brittie Powers

Brittie Powers, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of March, 2017 by Brittie Powers, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 4-26-19 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/21/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brittie Powers**
Property Address: **106 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring.

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.
Brittie Powers	**106 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-003-014**

Total Amount of Lien **$3,950**

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):

Brittie Powers

Brittie Powers, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of March, 2017 by Brittie Powers, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 4-26-19 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, 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: _____

Date: 3/21/17

Before



Electrical rewiring

106 Lakewood Road-Brittie Powers

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kim C. Horn,** (the "Recipient"), owner of residential property located at **221 Northwest Syrcle 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 has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$4,040**, 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 **$4,040**, which shall be comprised of a cash contribution of **$4,040**.

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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Kim C. Horn
221 Northwest Syrcle 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

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Kim C. Horn, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2017 by Kim C. Horn, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/17/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kim C. Horn**
Property Address: **221 Northwest Syrcle Drive, Pensacola, Florida, 32507**

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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Kim C. Horn	**221 Northwest Syrcle Drive Pensacola, FL 32507**	**50-2S-30-6090-222-012**

Total Amount of Lien **$4,040**

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:

Kim C. Horn, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2017 by Kim C. Horn, Property Owner. She (__) is personally known to me or (Y) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, 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: _____
Date: 3/17/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replace roof

221 Northwest Syrcle Drive – Kim C. Horn

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Leon C., Jr. and Deborah E. Mills,** (the "Recipient(s)"), owner of residential property located at **205 North Pinewood Lane,** 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 **$5,125**, 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 **$5,125**, which shall be comprised of a cash contribution of **$5,125.**

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 Mgr.
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Leon C., Jr. and Deborah E. Mills
205 North Pinewood Lane
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

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Leon C. Mills Jr.
Leon C. Mills, Jr., Property Owner

Deborah E Mills
Deborah E. Mills, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Leon C. Mills, Jr., Property Owner. He (✓) is personally known to me or (✓) has produced FL DL Exp. 1-1-19 as identification.

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Deborah E. Mills, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 5-18-20 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/22/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Leon C., Jr. and Deborah E. Mills**
Property Address: **205 North Pinewood Lane, Pensacola, Florida, 32507**

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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Leon C., Jr. and Deborah E. Mills	**205 North Pinewood Lane Pensacola, FL 32507**	**38-2S-30-1001-012-018**

Total Amount of Lien **$5,125**

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):

Leon C. Mills Jr.
Leon C. Mills, Jr., Property Owner

Deborah E Mills
Deborah E. Mills, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Leon C. Mills, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL DL 1-1-19 exp. as identification.

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Deborah E. Mills, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 5-18-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: K Lund ACA
Date: 3/22/17



Replace roof

205 North Pinewood Lane – Leon C., Jr. and Deborah E. Mills

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gregg E. Torres** (the "Recipient"), owner of residential property located at **503 Mandalay Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, 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 **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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
Pensacola, Florida 32502

Recipient(s):
Gregg E. Torres
503 Mandalay Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Gregg E. Torres, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Gregg E. Torres, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 11-17-21 as identification.

_____
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/22/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gregg E. Torres**
Property Address: **503 Mandalay Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof and Electrical rewiring.

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.
Gregg E. Torres	**503 Mandalay Drive Pensacola, FL 32507**	**59-2S-30-1000-002-005**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell 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):

Gregg E. Torres, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Gregg E. Torres, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. (1-17-21) as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

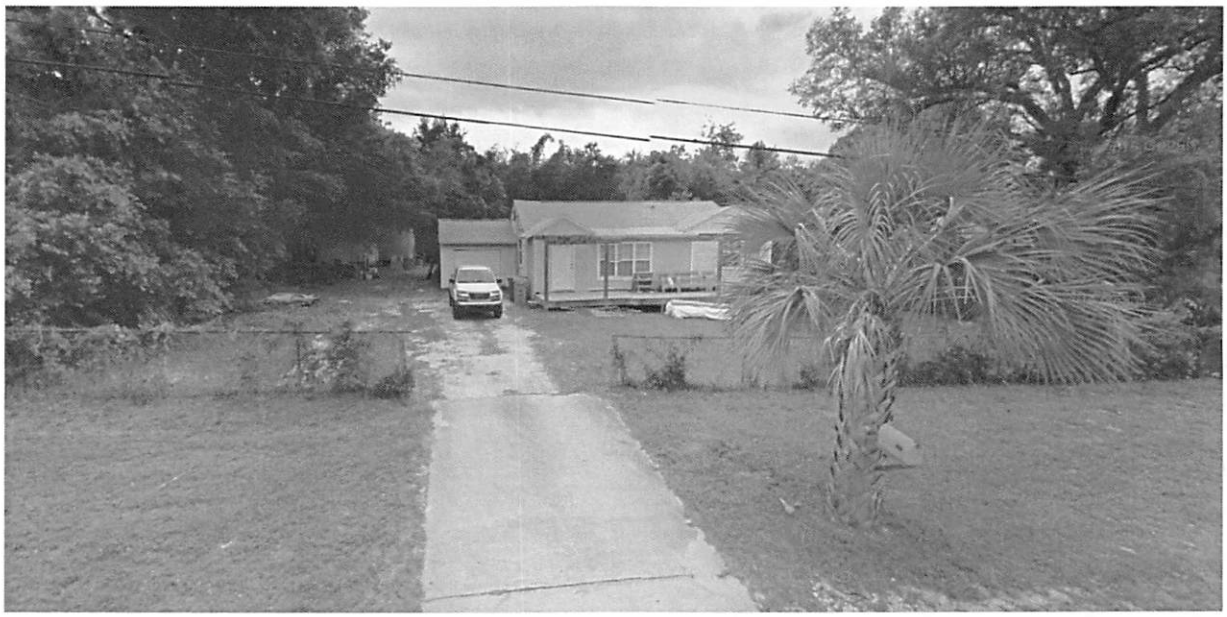
BCC Approved: _____

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: K. Hual AA
Date: 3/22/17

Before



Replace roof and Electrical rewiring

503 Mandalay Drive-Gregg E. Torres

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Timothy H. Gibson,** (the "Recipient"), owner of residential property located at **123 Southeast Kalash Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,050**, 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 **$2,050**, which shall be comprised of a cash contribution of **$2,050**.

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 **20th day** of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Timothy H. Gibson
123 Southeast Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____ 3/23/17
Timothy H. Gibson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Timothy H. Gibson, Property Owner. He (__) is personally known to me or (✓) has produced FL DL EXP. 11-10-19 as identification.

_____
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/22/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Timothy H. Gibson**
Property Address: **123 Southeast Kalash Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Timothy H. Gibson	**123 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-544-025**

Total Amount of Lien **$2,050**

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 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:

3/23/17

Timothy H. Gibson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of March, 2017 by Timothy H. Gibson, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 11-20-19 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, 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:

Date: 3/22/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Sanitary sewer connection

123 Southeast Kalash Road – Timothy H. Gibson

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12038 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Commercial Sign Grant Program Funding Agreement
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following April 20, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3015 Mobile Highway, Unit C:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and VQK Management, owner of commercial property located at 3015 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $1,635, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2011 Community Development Block Grant (CDBG), Fund 129, Cost Center 370216 and NED 2013 CDBG, Fund 129, Cost Center 370218, Object Code 58301, to install new sign; and

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

BACKGROUND:

On April 20, 2017, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and VQK Management. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the NED 2011 Community Development Block Grant (CDBG) 370216, Fund 129, Cost Center 370216 and NED 2013 (CDBG), Fund 129, Cost Center 370218, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/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(s), 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.

Attachments

Agreement_VQK Management, LLC_April 20, 2017

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **20th** day of **April 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **VQK Management, LLC,** (the "Recipient"), owner of commercial property located at **3015 Mobile Highway,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$1,635**, 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 **$1,635,** which shall be comprised of a cash contribution of **$1,635.**

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 **20th** day of **April 2017**, and the Project shall be complete on or before the **20th** day of **July 2017,** (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 the 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 as 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 as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an 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, 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
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32505

Recipient:
VQK Management, LLC
3015 Mobile Highway
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.

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: Escambia County
Board of County Commissioners

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: _____

BCC Approved: _____

For Recipient: VQK Management, LLC

_____
Viet Q. Khuu, Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of March 2017 by **Viet Q. Khuu**, Owner. He (✓) is personally known to me or (_) has produced _____ _____ as identification.

_____
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/3/17

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: **VQK Management, LLC**
Property Address: **3015 Mobile Highway, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Install new sign.

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Sign Grant

3015 Mobile Highway-VQK Management, LLC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12054 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Agreement for SHIP Housing Counseling Services
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for SHIP Housing Counseling Services - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for State Housing Initiatives Partnership (SHIP) Housing Counseling Services:

A. Approve the Agreement for SHIP Program Housing Counseling Services with Community Enterprise Investments, Inc. (CEII), in the amount of $44,018, for homebuyer classes and financial and credit counseling services; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related forms as required to implement the Agreement.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

BACKGROUND:

On November 18, 2016, Florida Housing Finance Corporation (FHFC) advised local governments of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be utilized for housing counseling services. Through Board action on December 8, 2016, Escambia County applied for $44,018 in funds from FHFC (Exhibit I). These one-time funds have been received and budgeted in the 2017 SHIP cost center.

Staff issued a request for proposals from HUD certified counseling agencies as required by the funding source (Exhibit II) to provide free homebuyer classes and financial and credit counseling services. The only two HUD approved counseling agencies in the area are CEII and Consumer Credit Counseling Services (Exhibit III). Consumer Credit Counseling Services of West Florida is no longer in operations in Pensacola. The only response received was from CEII (Exhibit IV).

The Agreement with CEII (Exhibit V) will allow for two activities: homebuyer education classes and financial and credit counseling services. CEII will provide a minimum of 30 new homebuyer education classes over the term of the agreement in addition to the classes already being provided by CEII. Additionally, CEII will offer one on one individual counseling with clients to assist them with debt reduction, cleaning up credit scores, and working toward the goal of purchasing the home. CEII anticipates working with approximately 44 clients under this activity. Pre-purchase homebuyer education classes are required of all homebuyers participating in the SHIP purchase assistance activity (down payment/closing costs) and HOME homebuyer program.

BUDGETARY IMPACT:

Funding is available from 2017 SHIP, Cost Center 370204, which was allocated via Budget Amendment at the February 2, 2017 BCC meeting.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Not applicable to this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreement required for SHIP funding.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will coordinate implementation of this Agreement with CEII.

Attachments

Ex I-12-2016 BCC mtg
Ex II-SHIP Hsg Counseling RFP
Ex III-HUD Certified Counseling Agencies
Ex IV-CEII RFP Response
Ex V-Hsg Counseling Agreement

Escambia County
Clerk's Original

12/8/2016 CAC II-11

State Housing Initiatives Partnership (SHIP) Program
Housing Counseling Funding Certification and Request

Florida Housing Finance Corporation is making funding available from the Foreclosure Counseling Program to be used as SHIP funds for the specific purpose of providing housing counseling for the following activities only:

- First-time homebuyer counseling
- Foreclosure prevention counseling
- Financial coaching
- Financial management education
- Extended financial management

Each SHIP eligible local government may request funding up to the corresponding amount detailed in **Exhibit A**. This funding will be considered as part of the 2016-2017 fiscal year and must be expended and reported in accordance with program requirements for such funding.

Request:

Escambia County/City of Pensacola requests $ 44,018 .
(local government)

Certification[1]:

I hereby certify that the funding disbursed for housing counseling will be used only for the stated purposes above and that all funding will be expended and reported as part of the 2016-2017 fiscal year annual report in accordance with program requirements.

Signature

County Administrator
Title

Jack R. Brown
Print Name

12/14/16
Date

WITNESS:

WITNESS:

Approved as to form and legal sufficiency.
By/Title:
Date: 11/23/16

[1] The certification must be signed by the chief elected official or the City/County Manager. If any other local government staff person signs the form, it must be accompanied by a signed letter from the chief elected official or City/County Manager designating the staff person as an authorized signatory.

BCC Approved 12-08-2016

THE CONDITION OF THE ORIGINAL DOCUMENT IS
REFLECTED IN THE IMAGE AND IS NOT THE FAULT
OF THE MICROFILMING PROCESS

FCP to SHIP recipients $ 3,000,000

Local Government	County Total	County Share/ City Share
ALACHUA	36,795	18,324
Gainesville		18,471
BAKER	10,000	10,000
BAY	25,145	19,945
Panama City		5,200
BRADFORD	10,000	10,000
BREVARD	79,900	44,240
Cocoa		2,605
Melbourne		11,322
Palm Bay		15,285
Titusville		6,448
BROWARD	259,310	55,440
Coconut Creek		8,039
Coral Springs		17,633
Davie		13,743
Deerfield Beach		10,891
Ft. Lauderdale		24,842
Hollywood		20,563
Lauderhill		9,880
Margate		7,935
Miramar		18,748
Pembroke Pines		22,690
Plantation		12,421
Pompano Beach		15,066
Sunrise		12,577
Tamarac		8,842
CALHOUN	10,000	10,000
CHARLOTTE	24,213	21,654
Punta Gorda		2,559
CITRUS	20,485	20,485
CLAY	29,339	29,339
COLLIER	49,377	46,572
Naples		2,805
COLUMBIA	10,233	10,233
DE SOTO	10,000	10,000
DIXIE	10,000	10,000
DUVAL	128,830	128,830
ESCAMBIA	44,018	36,407
Pensacola		7,611
FLAGLER	14,893	3,163
Palm Coast		11,730

Local Government	County Total	County Share/ City Share
FRANKLIN	10,000	10,000
GADSDEN	10,000	10,000
GILCHRIST	10,000	10,000
GLADES	10,000	10,000
GULF	10,000	10,000
HAMILTON	10,000	10,000
HARDEE	10,000	10,000
HENDRY	10,000	10,000
HERNANDO	25,611	25,611
HIGHLANDS	14,893	14,893
HILLSBOROUGH	188,245	137,362
Tampa		50,883
HOLMES	10,000	10,000
INDIAN RIVER	20,951	20,951
JACKSON	10,000	10,000
JEFFERSON	10,000	10,000
LAFAYETTE	10,000	10,000
LAKE	45,416	45,416
LEE	94,812	60,794
Cape Coral		23,712
Ft. Myers		10,306
LEON	40,989	13,899
Tallahassee		27,090
LEVY	10,000	10,000
LIBERTY	10,000	10,000
MADISON	10,000	10,000
MANATEE	50,076	42,545
Bradenton		7,531
MARION	48,911	40,547
Ocala		8,364
MARTIN	21,883	21,883
MIAMI-DADE	376,509	243,640
Hialeah		33,057
Miami		62,350
Miami Beach		13,027
Miami Gardens		15,587
North Miami		8,848
MONROE	10,932	10,932
NASSAU	11,631	11,631
OKALOOSA	27,941	24,901
Ft. Walton Beach		3,040

Local Government	County Total	County Share/ City Share
OKEECHOBEE	10,000	10,000
ORANGE	177,760	140,430
Orlando		37,330
OSCEOLA	44,484	34,875
Kissimmee		9,609
PALM BEACH	195,934	148,988
Boca Raton		12,481
Boynton Beach		10,345
Delray Beach		8,974
West Palm Beach		15,146
PASCO	69,648	69,648
PINELLAS	134,422	70,692
Clearwater		15,741
Largo		11,480
St. Petersburg		36,509
POLK	90,152	70,265
Lakeland		14,460
Winter Haven		5,427
PUTNAM	10,932	10,932
ST. JOHNS	30,970	30,970
ST. LUCIE	41,222	10,239
Ft. Pierce		6,035
Port St. Lucie		24,948
SANTA ROSA	23,747	23,747
SARASOTA	56,134	48,562
Sarasota		7,572
SEMINOLE	63,357	63,357
SUMTER	16,990	16,990
SUWANNEE	10,000	10,000
TAYLOR	10,000	10,000
UNION	10,000	10,000
VOLUSIA	72,910	51,336
Daytona Beach		9,077
Deltona		12,497
WAKULLA	10,000	10,000
WALTON	10,000	10,000
WASHINGTON	10,000	10,000
TOTAL	3,000,000	3,000,000
Total estimated appropriation		3,000,000

9/22/2016

Not Agenda Backup
12/20/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11437 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: State Housing Initiatives Partnership Program Housing Counseling Funding
From: Meredith Reeves, Division Manager
Organization: Neighborhood & Human Svcs
CAO Approval: AL for JB

RECOMMENDATION:

Recommendation Concerning State Housing Initiatives Partnership Program Housing Counseling Funding - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning State Housing Initiatives Partnership (SHIP) Program Housing Counseling Funding:

A. Authorize the County Administrator to sign the SHIP Program Housing Counseling Funding Certification and Request Form to request one time funding of $44,018 for housing counseling from Florida Housing Finance Corporation; and

B. Authorize staff to put together a Request for Proposals or Request for Letters of Interest for a HUD approved counseling agency to provide housing counseling.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

BACKGROUND:

On November 18, 2016, Florida Housing Finance Corporation (FHFC) advised local governments of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be utilized for housing counseling services. Escambia County is eligible for $44,018 in funds and must submit a Funding Certification and Request form (Exhibit I) to FHFC by December 31, 2016 to receive funds.

In 2013, this funding was originally restricted to help prevent homeowners from going into foreclosure and to provide education to at-risk homeowners. As part of the housing bill passed by the 2016 Legislature and signed by the Governor, language related to the FCP program allows FHFC to expand the types of counseling that can be provided to homeowners and prospective homebuyers. Some of the new activities now eligible

under FCP include housing counseling (primarily pre-purchase counseling) via the SHIP Program. This funding may be used for: first time homebuyer counseling, foreclosure prevention counseling, financial coaching, financial management education, and extended financial management.

Staff will initiate a separate RFP or RLI for a HUD approved counseling agency to provide first time homebuyer counseling as associated financial management education.

BUDGETARY IMPACT:

This one time funding must be requested from FHFC. Funding will be appropriated in the 2017 SHIP budget through a separate budget amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Certification form.

PERSONNEL:

No impact to Neighborhood Enterprise Division (NED) staff. Staff will intitiate a Request for Proposals (RFP) or Request for Letters of Interest (RLI) from HUD approved agencies for housing counseling services.

POLICY/REQUIREMENT FOR BOARD ACTION:

Approval of this recommendation will allow the County access to this one-time funding opportunity.

IMPLEMENTATION/COORDINATION:

NED staff will submit the form to FHFC by the appropriate deadline and assemble a RFP or RLI as appropriate.

Attachments

Ex I-Funding Cert Request Form

Exhibit I

State Housing Initiatives Partnership (SHIP) Program
Housing Counseling Funding Certification and Request

Florida Housing Finance Corporation is making funding available from the Foreclosure Counseling Program to be used as SHIP funds for the specific purpose of providing housing counseling for the following activities only:

- First-time homebuyer counseling
- Foreclosure prevention counseling
- Financial coaching
- Financial management education
- Extended financial management

Each SHIP eligible local government may request funding up to the corresponding amount detailed in **Exhibit A**. This funding will be considered as part of the 2016-2017 fiscal year and must be expended and reported in accordance with program requirements for such funding.

Request:

Escambia County/City of Pensacola requests $ 44,018 .
(local government)

Certification[1]:

I hereby certify that the funding disbursed for housing counseling will be used only for the stated purposes above and that all funding will be expended and reported as part of the 2016-2017 fiscal year annual report in accordance with program requirements.

_____	County Administrator
Signature	Title
Jack R. Brown	_____
Print Name	Date
WITNESS: _____	Approved as to form and legal sufficiency.
WITNESS: _____	By/Title: _____
	Date: 11/23/16

[1] The certification must be signed by the chief elected official or the City/County Manager. If any other local government staff person signs the form, it must be accompanied by a signed letter from the chief elected official or City/County Manager designating the staff person as an authorized signatory.

Escambia County
State Housing Initiatives Partnership (SHIP) Program
Request for Proposals

Overview

In November 2016, Florida Housing Finance Corporation (FHFC) advised participating SHIP jurisdictions of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be used for housing counseling services. Escambia County is eligible for $44,018 in funds, and on December 8, 2016, the Escambia County Board of County Commissioners approved submitting a Funding Certification and Request form to FHFC for the funds.

Due to the housing bill passed by the 2016 legislature, allowable activities have been expanded as well as the availability of the funds to SHIP jurisdictions. Funding may be utilized for first time homebuyer counseling, foreclosure prevention counseling, financial coaching, financial management education, and extended financial management. If not administered directly by the local government, these activities must be carried out by HUD approved counseling agencies.

Escambia County and the City of Pensacola, through an interlocal agreement, jointly administer a first time homebuyer program utilizing SHIP funding. Homebuyers participating in the program are required to take an eight hour pre-purchase education class from a HUD certified counseling agency prior to closing on their home.

Scope of Work

Escambia County seeks a proposal from a HUD certified counseling agency to provide the following services:

1. *Eight hour First time homebuyer pre-purchase classes.* The homebuyer classes must be available as an in-person class within Escambia County and offered for free to interested homebuyers. Proposed classes must be new classes in addition to classes already offered by the agency. Agency to propose a fee for each class offered. Goal to provide a minimum of 15 new classes.

2. *Credit counseling/financial coaching.* One on one counseling to assist applicants with working toward the goal of purchasing a home by working on cleaning up credit, debt reduction plan, etc. Agency to propose a fee for each session with client. Please specify rate for initial intake of applicant and duration (i.e., one hour) and rate and duration for follow-up counseling sessions. Goal to assist a minimum of 10 clients.

No funding may be used for direct assistance to a client.

Funding provided by State Housing Initiatives Partnership (SHIP) Program and must abide by all program guidelines. The current Escambia/Pensacola Local Housing Assistance Plan is available at http://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/plans-and-reports .

DELIVERABLES:

1. Homebuyer classes. Copy of curriculum offered, dates/times of classes to be offered, and sign in sheets

2. Financial Coaching. Verification of initial client intake and subsequent one on one meetings.

No income verifications or set asides are required through this allocation, but agency is expected to collect income category (30% AMI, 50% AMI, 80% AMI, 120% AMI, etc) as reported by client. Other outcomes such as increase in credit score, purchase of home in Escambia County, etc to be reported.

A formal agreement will be entered with the agency to be approved by the Board of County Commissioners. Payments on a monthly basis unless specified or requested otherwise. All funds must be expended by June 30, 2019.

AUDIT REQUIREMENTS:

Agencies that expend a total amount of state financial assistance equal to or in excess of $750,000 in a fiscal year must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

Submission Information:

Proposals due by Friday, March 17, 2017:

Meredith Reeves, Division Manager
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
Phone: 850.595.4968
Email: mareeves@myescambia.com

Meredith Reeves

From: Meredith Reeves
Sent: Friday, March 10, 2017 5:29 PM
To: 'counselor@cccsmobile.org'
Subject: RFP SHIP housing counseling
Attachments: SHIP housing counseling services RFP.pdf

Good evening,
Attached is an RFP for SHIP housing counseling from HUD approved agencies. Please don't hesitate to contact to let me know if you have questions.
Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

Meredith Reeves

From: Meredith Reeves
Sent: Friday, March 10, 2017 5:27 PM
To: 'Percy Goodman'; ' (pdenagall@ceii-cdc.org)'
Subject: RE: RFP SHIP housing counseling
Attachments: SHIP housing counseling services RFP.pdf

Apologies. I forgot the attachment.

Thank you,
Meredith

From: Meredith Reeves
Sent: Friday, March 10, 2017 5:23 PM
To: 'Percy Goodman'; (pdenagall@ceii-cdc.org)
Subject: RFP SHIP housing counseling

Percy and Preston,
Please see RFP for SHIP housing counseling from HUD approved counseling agencies. Please don't hesitate to let me know if you have any questions.

Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

THURSDAY, DECEMBER 15, 2016

EXHIBIT III

HUD.GOV
U.S. Department of Housing and Urban Development
Secretary Julián Castro

HUD Approved Housing Counseling Agencies

GO BACK

This listing is current as of 12/14/2016.

Click here to narrow your search.

Printer Friendly Version.

Agencies located in FLORIDA

Agency Name	Phone, Toll-Free, Fax Number, Email, Website, Agency ID	Address	Counseling Services	Languages	Parent Organization
CCCS OF WEST FL - MAIN OFFICE	Phone: 850-434-0268-203 Toll-free: 850-434-0268 Fax: 850-432-5078 E-mail: lrogers@cccswfl.org Website: www.cccswfl.org Agency ID: 80058	14 Palafox Place PENSACOLA, Florida 32502-5628	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops	- English	NATIONAL FOUNDATION FOR CREDIT COUNSELING, INC.
COMMUNITY ENTERPRISE INVESTMENTS, INCORPORATED	Phone: 850-595-6234-206 Toll-free: 888-605-2505 Fax: 850-595-6264 E-mail: feggleton@ceii-cdc.org- Website: www.ceii-cdc.org Agency ID: 81196	302 North Barcelona St PENSACOLA, Florida 32501-4806	- Financial Management/Budget Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops	- English	

You can narrow your search within this state by using one or more of the following search criteria and clicking the "Search" button. To choose another state please click on the "Go Back" link at the top of this page.

Agency Name:
Specific City: pensacola
Specific Zip:
Counseling Service:
Language:
Parent Organization:
Designation: ☑ Faith Based ☑ Colonias ☑ Migrant Workers
Search

Download Adobe Acrobat Reader to view PDF files located on this site.

EXHIBIT IV

March 16, 2017

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola Florida 32502

Re: SHIP Counseling and Homebuyer Education Contract Request

Dear Ms. Reeves:

Attached are the original Saturday Eight Hour Class Scheduled Homebuyer Education Classes offered through Community Enterprise Investments, Inc. The schedule for the two additional classes requested by SHIP is attached. Included are the dates for a Friday week day eight- hour course. The weeknight scheduled for Tuesday and Thursday nights are broken in four hour intervals to complete the required eight- hour class.

I am proposing the following costs projections for our services.

1. Conduct two (2) eight hour classes at a rate of $700.00 per course. The two eight hour classes will total 24 classes per year. We will provide 22 class sessions for the remainder of 2017.
2. Counsel SHIP clients needing credit counseling in preparation for Home ownership at a later date. Projecting at least 44 clients at a rate of $150.00 – per initial client intake; $75.00 for each follow-up session with client.
3. Community Enterprise Investments, Inc. will provide a copy of curriculum offered, dates/times of classes to be offered, and sign in sheets.
4. Community Enterprise Investments, Inc. provide verification of initial client intake and subsequent one on one meetings with clients as required.

These costs are preliminary and are submitted for your review. After your review, we can change to meet your needs for submission to your Board.

Thank you for your time and consideration.

Preston Denagall, Jr.
Housing Counselor
Community Enterprise Investments, Inc

Friday Eight Hour -- Class Schedule
Tuesday – Thursday Four Hour Classes

Friday 8 Hour Class 8:00 AM TO 4:00 PM	Tuesday 4 Hour Class 4:00 PM to 8:00 PM	Thursday 4 Hour Class 4:00 PM to 8:00 PM
February 17, 2017	February 21, 2017	February 23, 2017
March 17, 2017	March 28, 2017	March 30, 2017
April 28, 2017	April 11, 2017	April 13, 2017
May 19, 2017	May 23, 2017	May 25, 2017
June 16, 2017	June 27, 2017	June 29, 2017
July 29, 2017	July 25, 2017	July 27, 2017
August 18, 2017	August 29, 2017	August 31, 2017
September 8, 2017	September 19, 2017	September 21, 2017
October 20, 2017	October 17, 2017	October 19, 2017
November 10, 2017	November 28, 2017	November 30, 2017
December 22, 2017	December 19, 2017	December 21, 2017

EXHIBIT V

AGREEMENT RELATING TO HOUSING COUNSELING SERVICES

THIS AGREEMENT is made and entered into this 20th day of APRIL, 2017, by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (**"County"**), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a Florida not for profit corporation (FEI/EIN Number 59-1586520), hereinafter referred to as ("Agency"), whose principal address is 302 N. Barcelona Street, Pensacola, FL 32501 for the sole purpose of providing State Housing Initiatives Partnership ("SHIP") Program funds (CSFA #40.901) to finance SHIP eligible housing counseling activities ("Project") in Escambia County.

W I T N E S S E T H:

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida, including homebuyer activities; and

WHEREAS, in accordance with the SHIP Program requirements, the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and

WHEREAS, the County has received a special funding allocation from Florida Housing Finance Corporation (FHFC) to finance SHIP eligible housing counseling activities; and

WHEREAS, the County and Agency desire to enter an agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED), a division of the Escambia County Neighborhood & Human Services Department.

1.1 The contract managers, who shall be responsible for the coordination and administration of this Agreement, are hereby designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022 x 3
E-Mail: mareeves@myescambia.com

Contract Manager for Agency: Percy L. Goodman, Jr., Acting Executive Director
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234
E-mail: pgoodman@ceii-cdc.org

ARTICLE II
Scope of Services

2. Agency agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 Agency shall provide housing counseling activities as authorized by FHFC, including homebuyer pre-purchase classes and credit counseling/financial coaching.

ARTICLE III
Funding

3. The County agrees to make available an amount not to exceed **$44,018.00** payable solely from available SHIP Program funds toward the costs associated with implementing the project.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. Agency shall provide the County (NED) with a Monthly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement.

4.1 Agency shall use the form of Monthly Report that has been approved by the County as described in **EXHIBIT II**.

4.2 The Monthly Report obligation shall survive termination of this Agreement and continue until all information concerning the Project has been received by the County (NED).

4.3 This Monthly Report is due on the 10th day of the first month, unless an alternative schedule is agreed upon by the parties. The monthly report shall include all Project activities undertaken during the previous month.

4.4 Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

ARTICLE V
Indemnification

5. Agency shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Agency shall hold harmless Escambia County and the City of Pensacola, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 Agency is a non-profit corporation incorporated under the laws of the State of Florida and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. Agency agrees that the County's sole responsibility under this Agreement is to provide SHIP Program funding for eligible homebuyer counseling activities.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **20th day of APRIL, 2017, and shall terminate on June 30, 2019,** unless canceled sooner with or without cause, by agreement of the Contract Managers giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the County Contract Manager agrees that Agency has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County then the County may terminate this contract effective immediately without incurring any penalty and shall be responsible for payment of those commitments made through the date of termination.

6.2 Agency shall be subject to a performance review by the County, or a designated representative thereof, at six (6) month intervals based upon the effective date of this Agreement. If necessary, a written performance report shall be provided by the County to the Agency at the six (6) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Agency to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

ARTICLE VII
Accountability

7. Agency records and accounts related to the performance of this Agreement shall be maintained for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

ARTICLE VIII
Nepotism

8. Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

ARTICLE XI
Uniform Requirements

11. Agency shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to Agency in its entirety as certified in **EXHIBIT III** of this Agreement. Agency agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

ARTICLE XII
Procurement

12. Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including small, minority

and women owned enterprises.

ARTICLE XIII
General Provisions

13. Agency accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Agency agrees:

13.1 That all SHIP Program funds provided through this Agreement shall be used solely in support of eligible housing counseling activities.

13.2 That Project activities shall be governed by Florida Administrative Code (FAC) 67-37, and amendments thereto.

ARTICLE XIV
Audit Requirements

14. Agencies that expend a total amount of state assistance equal to or in excess of $750,000 in a fiscal year 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 Chapter 10.550 (local government entities) or 10.650 (nonprofit and for profit organizations), Rules of the Auditor General. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or 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 $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

ARTICLE XV
Understanding of Terms

15. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Agency and County or in accordance with the provisions contained in this document.

15.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

15.5
Public Records. The Agency 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. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency 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 Agency seven days written notice, during which period the Agency still fails to allow access to such documents, terminate the contract. In such case, the Agency shall not be entitled to receive any further payment.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
D.B. Underhill, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: April 20, 2017

By:_____
Deputy Clerk

COMMUNITY ENTERPRISE INVESTMENTS, INC., a Florida not for profit corporation

WITNESSED:

By: _____
Percy L. Goodman, Jr. Acting Executive Director

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Percy L. Goodman, Jr., Acting Executive Director of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

(Notary Seal must be affixed)

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/3/17

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF Housing Counseling Services

1. PURPOSE

The purpose of this Agreement is to provide housing counseling services via a HUD certified counseling agency to include first time homebuyer counseling and credit counseling/financial coaching to Escambia County citizens or, in the case of homebuyers, those wishing to purchase a home in Escambia County.

No income verifications or set asides are required through this allocation, but Agency is expected to collect income data as self-reported by the client. The current income limits are provided in Section 5 of this Exhibit. The County shall annually provide updated income eligibility guidelines for use by the Agency and its Contract Manager in carrying out the requirements of this Agreement.

2. SCOPE OF SERVICES AND OBJECTIVES

Agency shall provide the following services:

ACTIVITY A: *Eight (8) hour first time homebuyer pre-purchase classes.* The homebuyer classes must be available as an in-person class within Escambia County and offered for free to interested homebuyers. This agreement is expected to provide new classes to the public. A minimum of thirty (30) first time homebuyer classes must be provided during the term of this Agreement.

ACTIVITY B: *Credit counseling/financial coaching.* Individual credit counseling/financial coaching sessions to assist applicants with working toward the goal of purchasing a home by establishing or improving credit, creating a debt reduction plan, etc.

No funding may be used for direct assistance to a client.

This Agreement presumes that Project activities will proceed generally in accordance with SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37 as well as the County's Local Housing Assistance Plan. Agency shall comply with the specific requirements and objectives of the funding as offered by FHFC via National Mortgage Settlement funds through the Foreclosure Counseling Program.

3. BUDGET

The County agrees to make SHIP funds available to the Agency for the cost of implementing the Project. Such funds are allocated from **Escambia/Pensacola SHIP Program** funds in the amount of **$44,018.00**. For first time homebuyer pre-purchase classes, funds will be provided at a rate of $700 per class. For individual credit counseling/financial coaching sessions, funds will be provided at a rate of $150 per initial client intake session and $75 for each follow-up session. Minimal funds (not to exceed $500) may be provided for supplies such as paper, postage, etc. in support of this activity and will be provided on a reimbursable basis.

The proposed budget is as follows:

ACTIVITY	UNITS	TOTAL BUDGET
HOMEBUYER CLASSES	30	$21,000
CREDIT COUNSELING/FINANCIAL COACHING (INITIAL INTAKE @ $150 PER CLIENT)	44	$6,600
CREDIT COUNSELING/FINANCIAL COACHING (FOLLOW UP SESSION @ $75 PER CLIENT)	215	$16,125
SUPPLIES:		$293
GRAND TOTAL:		**$44,018**

Funds may be moved between line items upon written request from the Agency Contract Manager to the County Contract Manager.

4. PAYMENT SCHEDULE AND PROCEDURE

A. Payment will be made upon proof of the following performance requirements in accordance with each activity:

1. ACTIVITY A: HOMEBUYER CLASS
    a. Copy of class curriculum (initial submission and any subsequent revisions)
    b. Provision of dates/times classes to be offered each calendar year. 2017 class dates to be provided no later than 30 days after BCC approval of this agreement. 2018 class dates to be provided by November 15, 2017. 2019 class dates (if any) to be provided by November 15, 2018.
    c. Dated sign-in sheets for each class.

2. ACTITIVY B: CREDIT COUNSELING/FINANCIAL COACHING
    a. Verification of initial client intake and subsequent individual follow-up sessions.
    b. File notes regarding client progress toward credit score improvements, debt reduction, home purchase, etc.
    c. Initial income level as self-reported by client (to be collected at intake)

B. Payment requests shall be processed not more frequently than monthly. Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment to Agency.

5. PROJECT EVALUATION, MONITORING AND REVIEW

The Project will be monitored continuously based upon the documentation submitted by the Agency. Additionally, the County will conduct a performance evaluation at six (6) month intervals as provided in paragraph 6.2 of the Agreement. The Agency shall provide Project related information to the County Contract Manager to assist with her review and will be responsible for compliance with the terms of this Agreement. Agency must annually provide verification of its status as a HUD certified counseling agency.

6. INCOME LIMITS

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS

2016 INCOME GUIDELINES
(SHIP Effective Date: March 28, 2016)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	$12,550	$20,900	$33,400	$50,160
2	16,020	23,850	38,200	57,240
3	20,160	26,850	42,950	64,440
4	24,300	29,800	47,700	71,520
5	28,440	32,200	51,550	77,280
6	32,580	34,600	55,350	83,040
7	36,730	37,000	59,150	88,800
8	39,350*	39,350	63,000	94,440

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD

EXHIBIT II
Monthly Status and Financial Report
(Sample Format)
MONTHLY STATUS REPORT
REPORT # _____

TO:	**ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION**
FROM:	
DATE:	
PROJECT:	
MONTH:	

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN provided this quarter.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE WITH HOMEBUYER COUNSELING AND THE HOMEBUYER CLASSES OFFERED.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

_____

MONTHLY FINANCIAL REPORT

PROJECT:	
CONTRACT YR:	
MONTH:	
CONTRACT AMOUNT:	**$**

EXPENDITURES: **COST**

_____

_____

_____

_____

_____

Total expenditures this period **$** _____

Remaining contract amount **$** _____

Balance end of this reporting period **$** _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

EXHIBIT III

CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37,** and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at: http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=14

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at: http://www.floridahousing.org/HousingPartners/LocalGovernments/

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

COMMUNITY ENTERPRISE INVESTMENTS, INC.

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12029 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Reallocation of Capital Improvement Program Funds
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Michael E. Rhodes, Parks and Recreation Director

That the Board approve the reallocation of funds from the Capital Improvement Program from the following projects to fund other priority projects, totaling $640,000, as follows:

FROM:

Description	District	Amount
Park Development	All	$490,000
Playgrounds	All	$150,000

TO:

Description	District	Amount	Description of Project
Brosnaham Athletic Park	5	$200,000	Transferring funds to correct negative balance in this project, i.e. to cover repairs, maintenance, operating costs, etc. through the end of this fiscal year.
Extension Services - Stefani Road	5	$125,000	Installation of walking track to enhance outdoor amenities at this location.
Brownsville Community Center	2	$150,000	Installation of playground equipment and outdoor amenities at this location.
Beulah Regional Park	1	$125,000	Installation of restroom facility to enhance existing amenities at this location.
Carver Park	5	$30,000	Transferring funds to correct negative balance in project.

Park Trash Pickup	All	$10,000	Transferring funds to correct negative balance in project.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

BACKGROUND:

Escambia County Parks and Recreation staff requests the Board's approval to transfer $640,000 from the following projects to the projects as described below:
FROM:

Description	District	Amount
Park Development	All	$490,000
Playgrounds	All	$150,000

TO:

Description	District	Amount	Description of Project
Brosnaham Athletic Park	5	$200,000	Transferring funds to correct negative balance in this project, i.e. to cover repair, maintenance, operating costs, etc. through the end of this fiscal year.
Extension Services - Stefani Road	5	$125,000	Installation of walking track to enhance outdoor amenities at this location.
Brownsville Community Center	2	$150,000	Installation of playground equipment and outdoor amenities at this location.
Beulah Regional Park	2	$125,000	Installation of restroom facility to enhance existing amenities at this location.
Carver Park	5	$30,000	Transferring funds to correct negative balance in project.
Park Trash Pickup	All	$10,000	Transferring funds to correct negative balance in project.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 350229.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, a budget amendment will be sent to the Office of Management and Budget for processing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11936 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Fire Rescue Position Reallocation
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Three Relief Positions to Three Full-time Line Battalion Chiefs Positions - Michael D. Weaver, Public Safety Department Director

That the Board authorize the reallocation of three part-time relief positions to three full-time Battalion Chiefs for the Escambia County Fire Rescue Division within the Public Safety Department.

[Funding Source: Fund:143, Fire Protection Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In 2001 Fire Rescue (Fire) had three line Battalion Chiefs and a total of forty-eight Firefighters. Today Fire has grown to 153 line Firefighters and remain with only three line Battalion Chiefs. Statistics for the last two years illustrates that our Battalion Chiefs response times to emergency incidents is over ten minutes 31% of the time. It's paramount that we reduce their primary response area to get them to these scenes in a more timely fashion. Fires become increasingly challenging if they are not brought under control within the first 5 to 8 minutes. The Battalion Chiefs are the proper individuals to command these incidents. The Battalion Chiefs are the ones with the advanced education, training and experience to establish proper tactics and strategies for these operations.

Although these positions were not planned or funded in the 2016-2017 Fire Rescue's Budget, the projections indicate that with the reallocations of three part-time positions, that there will be sufficient funds in the existing budget to cover the cost of the Battalion Chiefs through the end of the Fiscal Year.

BUDGETARY IMPACT:

Funding for the three Battalion Chiefs is available in the current year's budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
BCC approval is required for new staff positions.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12048 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia Conty for Interruptible Natural Gas Service
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

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

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

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 18-15); and

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

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

BACKGROUND:

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail, Sheriff Administration Building, Sheriff Special Investigation/Evidence Storage Building, Old Sheriff's Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility.

This new Agreement replaces the existing Interruptible Natural Gas Service Agreement that was approved by the Board on April 7, 2016 between the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas. This new Agreement includes an increase in the Fuel Charge for gas. The Fuel Charge is increasing from $2.595 (+1.52% compression fee) per MMBTU to $3.145 (+1.52% compression fee) per MMBTU. The Usage Charge under this contract will remain the same at $2.73 per MMBTU. This will result in a $0.559 per MMBTU increase from the previous contract.

This agreement will commence once it has been fully executed by all parties and continue through March 31, 2018. The County's new rate will be $5.923 per MCF (thousand cubic feet). Without a contract in place, these accounts would be classified as GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are $16.31 per MCF and $18.52 per MCF, respectively.

The previous year's natural gas consumption for all County strip rate accounts averaged 137 MCFs per day. Based on that consumption and with the increased Fuel Charge, there is an estimated increase of approximately $27,953 for the term of this new strip rate contract. However, without being on the contracted strip rate, the County would pay the aforementioned GC-1 and GC-2 rates for these accounts. By renewing the strip rate contract with Pensacola Energy, the County can expect an estimated $574,657 in cost avoidance.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the contract. The contract involves coordination between Facilities Management and Pensacola Energy.

Attachments

Natural Gas Service Agreement

AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE

THIS NATURAL GAS SERVICE AGREEMENT is made this _____ day of _____ 2017 by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City"), and **Escambia County,** a political subdivision of the State of Florida with a business address of 221 Palafox Place, Pensacola, Florida 32502, and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service on an interruptible basis to the Customer's premises located at the following addresses: 2935 North "L" Street; 1700 West Leonard Street; 357 South Baylen Street; and 201 South Palafox Street; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 18-15) hereunto, attached as **Exhibit "A"** hereto and incorporated by reference herein; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council, including any annual CPI adjustments as part of the City's rate calculation; and

WHEREAS, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is in the best financial interests of the City that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Recitals** – The recitals above are true and correct and are hereby incorporated into this agreement.

2. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** - The Customer agrees to pay a two hundred dollar ($200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
3. **Fuel Charge** - For all gas consumed, the Customer agrees to pay a fuel charge at an index price of three dollars and one hundred forty-five cents ($3.145) per MMBTU of City's delivered natural gas plus 1.52% for compression (compression is a fee charged by Pensacola Energy's supplier).
4. **Usage Charge** - For all gas consumed, the Customer agrees to pay a total usage charge of two dollars and seventy three cents ($2.73) per MMBTU, which shall include ninety-two cents ($0.92) for local transportation, plus an average pipeline transportation fee of one dollar and seventy-four cents ($1.74), plus a margin on the contracted cost of natural gas of seven cents ($0.07). Such average pipeline transportation fee shall be subject to change or increase within the term of this Agreement pursuant to pipeline tariff changes. Should the average pipeline transportation fee change within the term of this Agreement, City shall provide written notification to Customer of such change or increase, and the new transportation fee shall be applied in the current invoicing to Customer. The total usage charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
5. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of seventy-five (75) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis, the Customer may be charged for that minimum amount of gas.
6. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Natural Gas" at any time for up to ten (10) days, and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of

use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount

7. **Meters and Measurements** - a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.

   (b) Title to meters identified and described in "**Exhibit B**," attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and to the extent permitted by law, further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

8. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve (12) month period or some

other mutually agreeable time period.

9. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to City, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services, and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
10. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
11. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
12. **Liability** – The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no

control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 6 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 7(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – The following shall be deemed to be a breach of this Agreement by Customer: if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 6; if the Customer shall default on payments for gas delivered; or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of said conditions which may subsequently occur.
16. **Rate Adjustment**– All gas rates and charges, including City Rate Schedule GAF, are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance.
17. **Term of Contract** - The term of this contract is twelve (12) months: April 1, 2017 to March 31,

2018. The City or Customer may terminate this agreement without cause upon thirty (30) days prior written notice.

18. **Notices** - (a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given When made in writing and delivered by hand or mail as follows: City of Pensacola, Pensacola Energy, P.O. Box 12910, Pensacola, Florida 32521, and to the Customer at 221 Palafox Place, Pensacola Florida 32502, postage prepaid if delivery is by mail.

    (b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing and delivered by hand or mail as provided by subparagraph (a) above to the person or one of the persons identified and described in "**Exhibit C,**" attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions** - (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written and that this agreement supersedes all prior oral or written agreements.

    (b) It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

    (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.

    (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

    (e) The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

(f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.

(g) This Agreement and the Exhibits (**Exhibits A, B, C**) attached hereto are made a part hereof and constitute the contract documents.

(h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(i) The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption for disclosure exist. Notwithstanding any provision to the contrary, it is expressly agreed that Customer's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

(j) Invoice payment terms: net 30 days. Customer agrees it shall make its best efforts to pay City within thirty (30) days of receipt and approval of the City'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, Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CUSTOMER

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date: _____

BCC Approval: _____

Attest: _____
Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency
By: _____
Title _____
Date 3/28/17

CITY OF PENSACOLA, FLORIDA

_____
Mayor, Ashton J. Hayward, III

_____
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Exhibit A

City Rate Schedule GAF, Almost Firm Service

Ordinance No. 18-15

(12) Service Classification: GAF, Almost Firm Service.

(12a) Availability. Available to any consumer using the City's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) Contract Volume. Not less than seventy-five (75) Mcf per day.

(12c) Customer charge. Two hundred dollars ($200.00) fixed monthly charge, plus

(12d) GAF distribution charge. One dollar and seventy-four cents ($1.74) for annual pipeline transportation fees plus ninety-two cents ($0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus a seven cent ($0.07) margin on the contracted cost of natural gas.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

Meter Number: 79644	Account Number: 56080250
Meter Number: 96063	Account Number: 52121610
Meter Number: 112033	Account Number: 70383086
Meter Number: 53875	Account Number: 70346751

Exhibit C

Notification Schedule

Billing:

1. AdamThompson: 850-595-3190
2. David Wheeler: 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management: 850-595-3185

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12052 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Budget Amendment #106 - Funding for Temporary Community Redevelopment Agency Workers
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #106 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #106, Community Redevelopment Agency (CRA) Fund (151), in the amount of $100,967, to provide funding for seven temporary CRA Workers to be used for various enhanced duties such as rights-of-way mowing and weed/litter control services in the Brownsville, Englewood, and Palafox Districts. The temporary CRA Workers are expected to start during the month of May 2017 and work through September 30, 2017.

BACKGROUND:

On April 20, 2017, it is anticipated the Board will approve hiring 7 temporary CRA Workers for mowing rights-of-way and weed/litter control services in the CRA districts of Brownsville, Palafox, and Englewood. Funds are being allocated from Fund 151 Reserves to cover the salaries and to provide funding for maintenance of mowers, edgers, and other equipment used to perform these services.

BUDGETARY IMPACT:

This amendment will increase Fund 151 personnel funds by $77,967 and operating funds by $23,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This Board action funds 7 temporary CRA Worker positions for enhanced mowing and maintenance activities within the designated CRA Areas from May 2017 through September 30, 2017.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#106

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
106

Approval Authorities	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From:
Fund 151/Community Redevelopment Fund/CRA
Fund/Department

Account Title	Project Number	Fund/Cost Center	Account Code	Amount
Reserves / Brownsville		151/370113	59801	38,748
Reserves / Palafox		151/370115	59801	29,241
Reserves / Englewood		151/370117	59801	32,978
Total				**$100,967**

Transfer To:
Fund 151/Community Redevelopment Fund/CRA
Fund/Department

Account Title	Project Number	Fund/Cost Center	Account Code	Amount
Salaries		151/370113	51201	29,921
Repair & Maintenance		151/370113	54601	3,070
Repair & Maintenance		151/370113	54601	5,757
Salaries		151/370115	51201	22,580
Repair & Maintenance		151/370115	54601	2,317
Repair & Maintenance		151/370115	54601	4,344
Salaries		151/370117	51201	25,466
Repair & Maintenance		151/370117	54601	2,613
Repair & Maintenance		151/370117	54601	4,899
Total				**$100,967**

Detailed Justification:
Funds are being reallocated to hire 7 temporary maintenance workers for summer work within the County CRA TIF Districts of Brownsville, Palafox, and Englewood. Along with salaries, Repair & Maintenance funds are needed for mowers, weed eaters, edgers, vans, etc.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.04.06 16:36:40 -05'00'

Budget Analyst **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12030 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Supplemental Budget Amendment #114 - BP Promotional Fund Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #114 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Other Grants and Projects Fund (110) in the amount of $7,008, to recognize the remaining balance of the BP Promotional Fund Grant for the marketing initiative to promote "Naturally EscaRosa" by expanding and updating the promotional banners, billboards, and the smartphone app, which puts the trail map and contact information at the fingertips of visitors.

BACKGROUND:

Escambia County Extension Services was awarded funding for the BP Promotional Fund Grant to promote the "Naturally EscaRosa" Project. Remaining funds were not budgeted in the current fiscal year and need to be recognized to complete the marketing initiative of promoting "Naturally EscaRosa" by expanding and updating the promotional banners, billboards, and the smartphone app, which puts the trail map and contact information at the fingertips of visitors.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $7,008.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#114

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

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 funding for the BP Promotional Fund Grant to promote "Naturally EscaRosa", and these remaining 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, 2017:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
BP Promotional Fund Grant	110	334516	7,008
Total			**7,008**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/221202	54801	6,000
Operating Supplies	110/221202	55201	1,008
Total			**7,008**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

D. B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.04.06 16:46:50 -05'00'

OMB Approved

Supplemental Budget Amendment #114

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12041 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Renewal of Contract PD 14-15.040 for Dredging of Lafitte Cove Canal
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension for PD 14-15.040, for the Dredging of Lafitte Cove Canal - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contract PD 14-15.040 for the Dredging of Lafitte Cove Canal:

A. Approve the second 12-month Contract Extension, effective April 24, 2017, to Coastal Reef Builders, Inc.; and

B. Authorize the Chairman, or designee, to sign all related documents.

[Funding: Fund 175, "Transportation Trust Fund," Cost Center 211602, Object Code 54601, $65,000. The Santa Rosa Island Authority reimburses the County for the dredging activity]

BACKGROUND:

The Public Works Department currently manages the dredging activities, with a dredging contractor to perform the necessary dredges (4 month intervals) each year. The proposed dredging schedule is set for February, June, and October of each year within the contractual length of schedule. The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal. The area to be dredged is approximately a 50’ x 95’ area to - 5.0 Mean Low Water at the entrance of the canal, per the Army Corps of Engineers (ACOE) permit. The contractor is to transport and discharge the dredged materials to the upland discharge site, which is the vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of the Little Sabine Inlet. Santa Rosa Island Authority (SRIA) will reimburse Escambia County for the cost of this dredging.

The Board approved Contract PD 14-15 Dredging of Lafitte Cove Canal on April 23,

2015. The original Contract term allowed a contract extension renewal option for two 12-month periods; this approval would exercise the second extension of this contract with an expiration date of April 23, 2018. During Fall 2017, Public Works Staff will begin the contractor solicitation process for a new contract to commence April 24, 2018.

BUDGETARY IMPACT:

Funds are available from Fund 175 "Transportation Trust Fund", Cost Center 211602, Object Code 54601, $65,000.

Santa Rosa Island Authority (SRIA) will reimburse Escambia County for the cost of this dredging.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue Contract renewal and Purchase Order upon approval.

Attachments

Board Approval - 04/23/15

Executed Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

21. Awarding Contract PD 14-15.029, for Artificial Reef Construction, to Panhandle Underwater Maintenance and Salvage, LLC, and approving the Agreement for Artificial Reef Construction between Escambia County and Panhandle Underwater Maintenance and Salvage, LLC, in the amount of $79,400 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 220102, Object Code 56301, Project Number #10NE0808).

22. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 14-15.040, for Dredging of Lafitte Cove Canal, to Coastal Reef Builders, Inc., and approving the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., in the amount of $65,000 (Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601).

23. Dropping the recommendation that the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing a parcel of real property (with office building), located at 114 East Gregory Street, from Jenkins & Matthews, LLC, which could be utilized by the Escambia County Corrections Department for various divisions and related functions (funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 114, Misdemeanor Probation).

AGREEMENT FOR DREDGING OF LAFITTE COVE CANAL
PD 14-15.040

THIS AGREEMENT is made this 23rd day of April, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Coastal Reef Builders, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3375830, whose principal address is 40 Audusson Avenue, Pensacola, Florida 32507.

WITNESSETH:

WHEREAS, on February 23, 2015, the County issued an Invitation to Bid (PD 14-15.040) seeking a contractor to dredge the entryway of Lafitte Cove Canal; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of providing such dredging 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 as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

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 initial term. The total duration of this agreement shall not exceed the duration of three (3) 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 dredging of Lafitte Cove Canal, Specification No. P.D. 14-15.040, 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 dredging services in accordance with the Contractor's Bid Form, dated March 26, 2015, provided as part of the Contractor's Proposal, 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 and equipment 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 for cause or convenience by the 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 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) Watercraft Liability Coverage- Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

(d) Pollution/Environmental Impairment Liability Coverage- Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

(e) Florida statutory Workers' Compensation insurance- The Workers' Compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoreman and Harborworkers Act coverage and Jones Act coverage. In lieu of Jones Act coverage, Contractor may provide Marine Protection and Indemnity coverage with crew endorsement.

(f) 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.

(g) 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.

(h) 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: Coastal Reef Builders, Inc.
Attention: Kenneth D. Minnick
40 Audusson Avenue
Pensacola, Florida 32507

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, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, License and Taxes.

a) County shall pay for and procure the permits required for the Work from Florida Department of Environmental Protection and the Army Corps of Engineers. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

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

By: _____
Steven Barry, Chairman

Date: 5/26/2015

BCC Approved: 04-23-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

CONTRACTOR:
COASTAL REEF BUILDERS, INC.

By: Kenneth D. Minnick, President

ATTEST:

By: _____
Corporate Secretary

Date: 5/19/15

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/9/15

EXHIBIT A

Scope of Services
For Dredging of
Lafitte Cove Canal
Pensacola Beach, FL

I. Purpose

Escambia County is seeking the services of a licensed dredging contractor to dredge the entryway of Lafitte Cove Canal. The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary, for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal (See attached ACOE permit for exact dredge area). The estimated amount per dredge is approximately 500 cubic yards. The dredged material is to be transported to an upland site located south of the Pensacola Beach Blvd. Water Towers (See attached Dredge Site and Dredge Transport Site Maps). With County approval, the contractor is to dredge the canal entryway within the permitted area a maximum of three times per year (4 month intervals). The months in which to dredge will be determined at time of contractor selection; however, the anticipated months are February, June, and October of each year within the contractual length of service.

II. Description of Work Activities

The contractor shall perform the following activities:

1. Dredging – The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal three times per year. The contractor is to contact the County Project Manager (PM) no less than 10 calendar days prior to beginning work for formal, written approval.

2. Transport and Discharge – The contractor is to transport and discharge the dredged materials to the pre-determined upland discharge site (vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of the Little Sabine Inlet).

3. Invoice – As stated above, the contractor is to receive written approval from the County PM prior to conducting each dredging activity, list the days for which the dredging is to occur, perform the work, and then submit an accurate invoice to the County PM for payment of work completed.

III. Length of Services

Services to be rendered by the contractor, as herein described, will commence immediately upon receiving the Notice to Proceed (NTP) from the County. The contract is established for three years from the Notice to Proceed with annual evaluations to occur no less than 365



calendar days from NTP submittal, or to occur after the final yearly dredge is completed. The evaluations will allow the County and the contractor to discuss the work performed, negotiate future costs, e.g. fuel, and other items deemed necessary for discussion.

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2010-00357 (NW-HMM)

July 11, 2012

Lafitte Cove Homeowners Association
c/o Thomas Almon, President
230 Le Starboard Drive
Pensacola Beach, FL 32561

Dear Mr. Almon:

Your application for a Department of the Army permit received on March 7, 2012, has been assigned number SAJ-2010-00357 (NW-HMM). A review of the information and drawings provided shows the proposed work is to mechanically dredge approximately 1200 cubic yards of material from a 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal. The dredged material will be placed in a hopper barge and transported to a self-contained upland dredge material disposal cell located at Brown's Marine with no return water to waters of the United States. The project is located at the Lafitte Cove Canal entrance on Pensacola Beach in Section 28, Township 02 South, Range 26 West, in Escambia County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 35. In addition, project specific conditions have been enclosed. This verification is valid until **July 11, 2014**. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The website address is as follows:

http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for this NWP. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this authorization:

1. All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Permittee shall reference *the above permit number* on all submittals.

2. Immediately upon completion of the work authorized, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

3. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized.

5. The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

6. The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, which also applies to Gulf and shortnose sturgeon.

7. The area to be dredged shall not exceed the dimensions and depths indicated on the permit drawings.

8. The dredged material shall be mechanically dredged and placed into a hopper barge without return water to waters of the United States. The dredged material will be transported to a self-contained upland dredge material disposal cell at Brown's Marine. The self-contained upland dredged material disposal cell will be stabilized utilizing appropriate BMPs to contain and prevent the re-introduction of dredged material and associated effluent into waters of the United States. No discharge of dredged material or effluent to waters of the United States shall be allowed during the dredging operation.

9. No building or fill materials, tools or other equipment shall be stockpiled within the waters of the United States.

10. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

11. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work in the vicinity shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist. The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist, SHPO and the Corps.

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency

Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the Internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Holly Millsap by the letterhead address, by email at Holly.M.Millsap@usace.army.mil or by telephone at 850-470-9823.

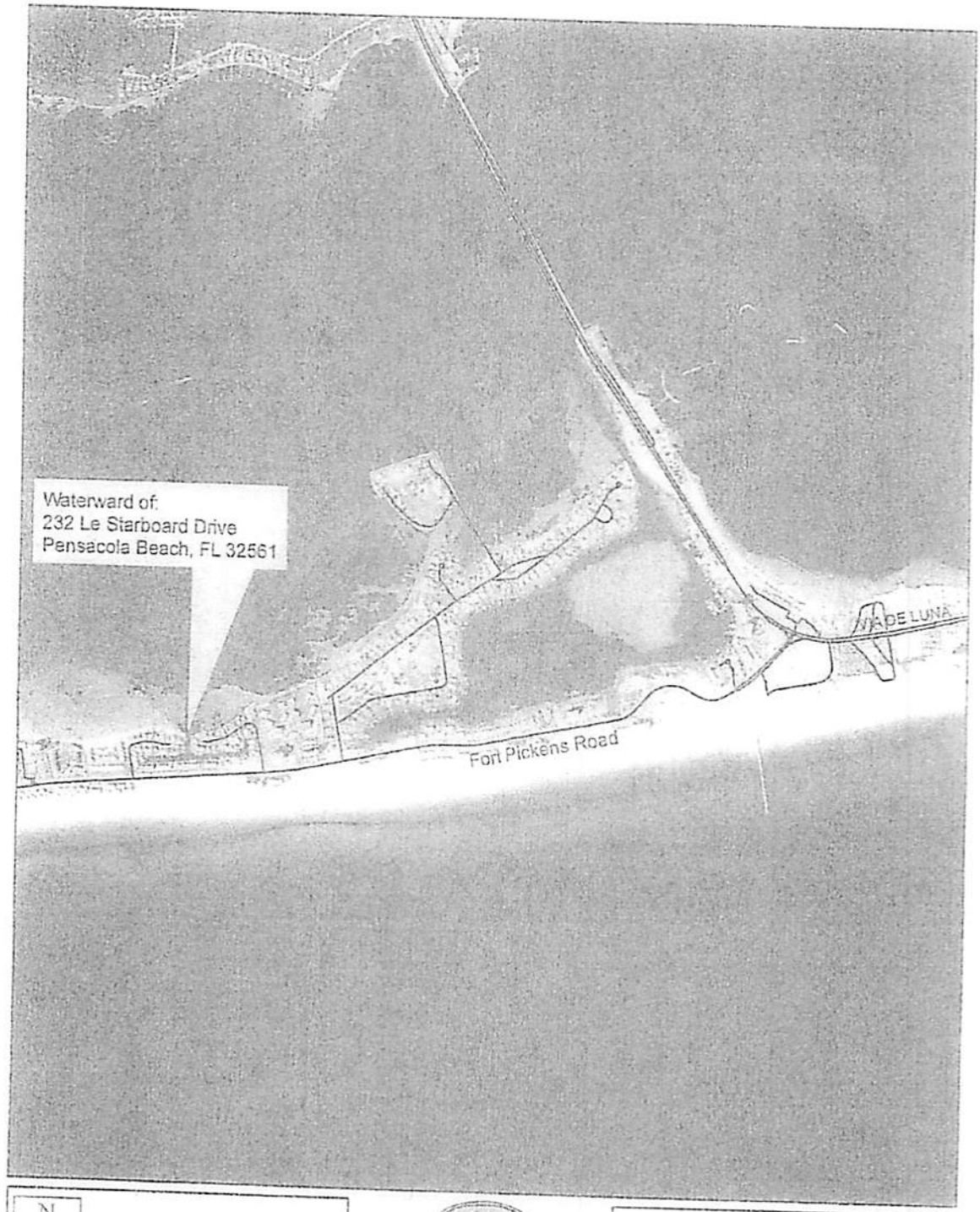
Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://per2.nwp.usace.army.mil/survey.html and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,

Holly Millsap
Project Manager

Enclosures:
Permit Drawings
General Conditions
Turtle/Sawfish Conditions
Manatee Conditions
Self-Certification Statement of Compliance
Department of the Army Permit Transfer Request

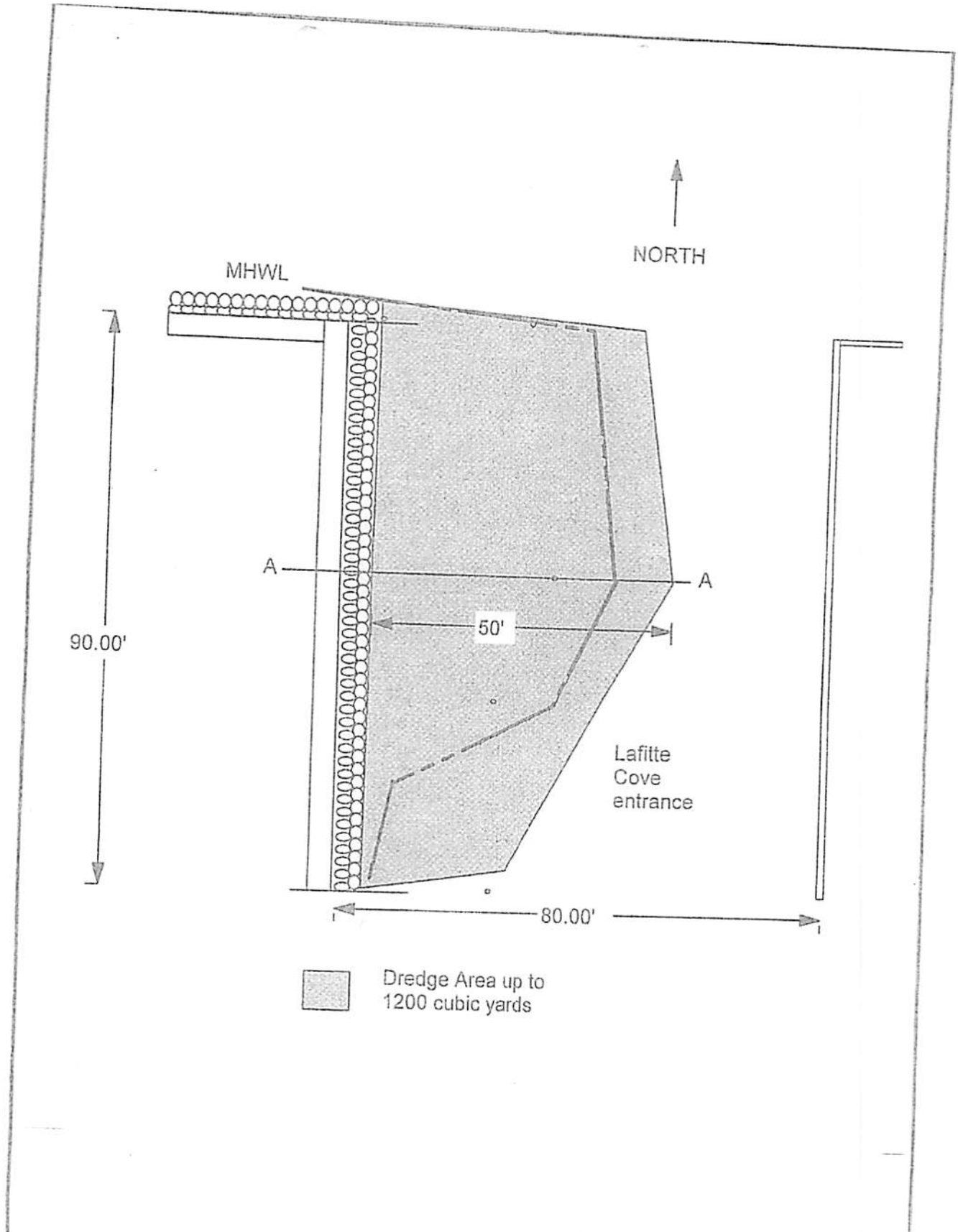
Copy/ies Furnished:
Bosso, Dentzau, & Imhof, Inc., Agent
CESAJ-RD-PE



ROSSO, DENTZAU & IMHOF, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FLORIDA 32501
(850)434-1035

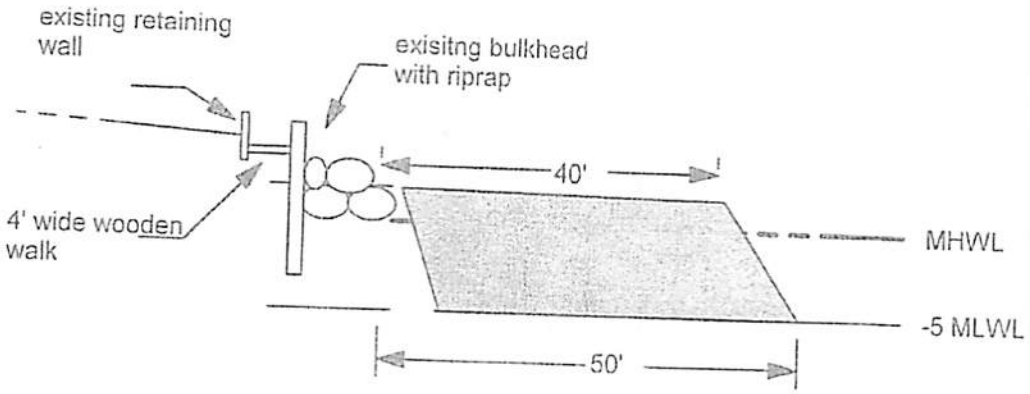
Location Map
Lafitte Cove Entrance
March 7, 2012

Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012



Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012
Page: 3 of 6

Laffite Cove	Plan View
Man-made canal Escambia County	Scale: 1" = 20' 16-Dec-10



Dredge area up to 1200 cubic yards

Vertical 1" = 10'
Horizontal 1" = 20'

Applicant: Lafitte Cove HOA
File: 2010-00357 (NW-HMM)
Date: 11 July 2012
Page: 4 of 6

Laffite Cove	Cross section
	Scale: V: 1" = 10'
Man-made canal	H: 1" = 20'
Escambia County	16-Dec-10

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **date identified in the letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

THESE CONDITIONS APPLY TO GULF AND SHORTNOSE STURGEON

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.

[Conditions "c" and "f" have been omitted as they are not applicable in Escambia County.]

SELF-CERTIFICATION STATEMENT OF COMPLIANCE
Permit Number: NW-35
Application Number: SAJ-2010-00357 (NW-HMM)

Permittee's Name & Address (please print or type):_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.):_____

_____

Acreage or Square Feet of Impacts to Waters of the United States:

_____

Describe Mitigation completed (if applicable):_____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

_____

****

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit with the exception of the deviations described above. Any deviations are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: NW-35
Application Number: SAJ-2010-00357 (NW-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, FL 32502.

_____ _____
(TRANSFEREE-SIGNATURE) (SUBDIVISION)

_____ _____ _____
(DATE) (LOT) (BLOCK)

_____
(NAME-PRINTED)

_____
(STREET ADDRESS)

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)



N
W E
S

Lafitte Cove Canal Dredge Site

ESCAMBIA COUNTY FLORIDA

Printed:Feb 09, 2015



N
W E
S

Dredge Material Transport Site

ESCAMBIA COUNTY FLORIDA

Printed:Feb 09, 2015

BID FORM
Specification Number PD 14-15.040
Dredging of Lafitte Cove Canal

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: MARCH 24, 2015

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Dredging of Lafitte Cove Canal 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:

	COST Per Cubic Yard
Cubic Yard Dredged and Delivered to Specific Site	$ 40.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number P95000083882

Occupational License No. 35960

Florida DBPR Contractor's License, Certification and/or Registration No. MS2003

Type of Contractor's License, Certification and/or Registration MARINE

Expiration Date: 09/30/2015

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox ___

Will your company accept Escambia County Purchasing Cards? Yes ___ No X.

Will your company accept Escambia County Direct Payment Vouchers? Yes X No ___.

County Permits/Fees required for this project:

Permit	Cost
NA	

Bidder: COASTAL REEF BUILDERS, INC.

By: KENNETH D. MINNICH

Signature: Kenneth D Minnich

Title: PRESIDENT

Address: 40 ALDERSON AVENUE
PENSACOLA, FL 32507

Person to contact concerning this bid:
KENNETH D. MINNICH
Phone/Toll Free/Fax # 850-232-3253

E-Mail Address: CRBI@earthlink.net
Home Page Address: _____

Person to contact for emergency service:
KENNETH D MINNICH
Phone/Cell Pager #: 850-232-3253

Person to contact for disaster service:
KENNETH D MINNICH
Home Address: 7915 HOLGATE ROAD
PENSACOLA, FL 32514
Home Phone/Cell/Pager #: 850-473-5575
850-232-3253

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of Five (5%) of bid.

EXHIBIT
tabbies
B

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12051 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: US Dept of Interior, National Park Service Contract Award
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the U.S. Department of Interior, National Park Service Award/Contract - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to execute the U.S. Department of Interior, National Park Service Award/Contract, Number P17PC00146, to reimburse Escambia County up to $163,382.47.

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

[Funding: Fund 001, General Fund, Cost Center 330801, SRI Public Safety]

BACKGROUND:

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

BUDGETARY IMPACT:

The contract totals $163,382.47 (projected cost to be verified by and negotiated with NPS).

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristen Hual approved the award contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require contracts be approved by it.

IMPLEMENTATION/COORDINATION:

David Greenwood, Chief of Water Safety, will oversee implementation of the contract.

Attachments

Award Contract
Performance Work Statement

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 | 9

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
P17PC00146	See Block 20C	0040320500

5. ISSUED BY	CODE	PSW	6. ADMINISTERED BY (If other than Item 5)	CODE	SW1
NPS, SER - West MABO 2680 Natchez Trace Parkway Tupelo MS 38804			DOI, NPS, SER - GUIS Admin. Office 1801 Gulf Breeze Parkway Contracting Officer 850-934-2614 Gulf Breeze FL 32563 SCD-C		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	8. DELIVERY	
COUNTY OF ESCAMBIA Attn: Public Safety Director 850-471-6411 221 PALAFOX PL STE 140 PENSACOLA FL 32502-5833	☐ FOB ORIGIN ☒ OTHER (See below)	
	9. DISCOUNT FOR PROMPT PAYMENT	
	PP01	
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM 12
CODE 0070173838	FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	0009060345	12. PAYMENT WILL BE MADE BY	CODE	IPP INV
NPS, Gulf Islands NS 1801 Gulf Breeze Parkway Headquarters Chief Ranger 850-232-2018 cell Gulf Breeze FL 32563-5008			Invoice Processing Platform System US Department of Treasury http://www.ipp.gov		

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10 U.S.C. 2304 (c) ( ) ☒ 41 U.S.C. 3304 (a) (5)	01

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
	15G. TOTAL AMOUNT OF CONTRACT ▶				$163,382.47

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1-2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	Attach	X	J	LIST OF ATTACHMENTS	9
X	D	PACKAGING AND MARKING	3			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	3				
X	G	CONTRACT ADMINISTRATION DATA	3-4		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	4		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *copies to issuing office.*) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ SEALED-BID AWARD (*Contractor is not required to sign this document.*) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
D.B. Underhill, Chairman	Evans Ward

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY _____ *(Signature of the Contracting Officer)*	

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Previous edition is NOT usable

STANDARD FORM 26 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY _____ DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/7/17

NAME OF OFFEROR OR CONTRACTOR

COUNTY OF ESCAMBIA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Single firm-fixed price contract with local government. Pursuant to FAR Subpart 31.6, allowability of costs determined by CO IAW OMB Uniform Guidance at 2 CFR part 200, subpart E and appendices V and VII. | The scope of this contract [interlocal agreement; authorized by Florida Statue 163.01(10)(b)], the Escambia County Public Safety Director will provide lifeguard services at Langdon Beach, Johnson Beach, and Opal Beach during the operating hours of 9:30 a.m. till 6:30 p.m. daily commencing one week prior to Memorial Day weekend through Labor Day in a manner to comply with all performance Requirements set forth in the Performance Work Statement (attach herein). Work shall include, but not limited to: - Minimum of three (3) lifeguards working eight (8) hours each at Johnson Beach - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Langdon Beach - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Opal Beach - Deliverable: End of season report due 10/31/17 Invoice Review Required: Y Delivery: 10/31/2017 Account Assignm: K G/L Account: 6100.252R0 Business Area: P000 Commitment Item: 252R00 Cost Center: PPSEGUISP0 Functional Area: PPMPRHS1Z.Y00000 Fund: 177P103601 Fund Center: PPSEGUISP0 PR Acct Assign: 01 FOB: Destination Period of Performance: 05/20/2017 to 09/04/2017				
00010	GUIS Lifeguard Services FL FY17 R5326170011 Obligated Amount: $163,382.47				163,382.47
	NPS Points of Contact: Andre Ward, Contracting Officer (CO) 850.934.2614 andre_ward@nps.gov Dede Mladucky, Chief Ranger (PM) 850.934.2615 deanna_mladucky@nps.gov The total amount of award: $163,382.47. The obligation for this award is shown in box 15G.				

A - Solicitation/Contract Form 3
Clauses 3
B - Supplies or Services/Prices 3
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C - Description/Specifications 3
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D - Packaging and Marking 3
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List of Documents, Exhibits, and Other Attachments 9
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A - Solicitation/Contract Form

Clauses

B - Supplies or Services/Prices

Clauses

C - Description/Specifications

Clauses

D - Packaging and Marking

Clauses

E - Inspection and Acceptance

Clauses

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

F - Deliveries or Performance

Clauses

52.242-15 Stop-Work Order. (AUG 1989)

G - Contract Administration Data

Clauses

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [Upload Vendor's locally produced Invoice itemized by services rendered and accepted, less any deductions provided in this contract]:

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

H - Special Contract Requirements

Clauses

I - Contract Clauses

Clauses

52.202-1 Definitions. (NOV 2013)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (MAY 2014)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-13 System for Award Management Maintenance. (OCT 2016)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.215-2 Audit and Records - Negotiation. (OCT 2010) - Alternate II (AUG 2016)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

52.222-21 Prohibition of segregated facilities. (APR 2015)

52.222-26 Equal Opportunity. (SEP 2016) - Alternate I (FEB 1999)

Notice. The following terms of this clause are waived for this contract:

The requirements of E.O. 11246 in any contract with a State or local government (or any agency, instrumentality, or subdivision thereof) shall not be applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

(a) *Definitions*. As used in this clause-

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *www.dol.gov/ofccp/LGBT/LGBT_FAQs.html*.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at *www.dol.gov/ofccp/LGBT/LGBT_FAQs.html*.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of

individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

52.222-35 Equal Opportunity for Veterans. (OCT 2015) - Alternate I (JUL 2014)

Notice: The following term(s) of this clause are waived for this contract:

The requirements of the clause at 52.222-35, Equal Opportunity for Veterans, in any contract with a State or local government (or any agency, instrumentality, or subdivision) do not apply to any agency, instrumentality, or subdivision of that government that does not participate in work on or under the contract.

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014) - Alternate I (JUL 2014)

Notice: The following term(s) of this clause are waived for this contract:

The requirements of the clause at 52.222-36, Equal Opportunity for Workers with Disabilities, in any contract with a State or local government (or any agency, instrumentality, or subdivision) shall not apply to any agency, instrumentality, or subdivision of that government that does not participate in work on or under the contract.

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans. (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.227-14 Rights in Data-General. (MAY 2014)

52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)

52.232-1 Payments. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-25 Prompt Payment. (JAN 2017)

52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)

52.244-6 Subcontracts for Commercial Items. (JAN 2017)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browsefar OR http://farsite.hill.af.mil/

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
01	A05 P17PC00146 Performance Work Statement (PWS)	03/30/2017

Clauses

County of Escambia
Performance Work Statement: FY 2017

Introduction

This contract is for the County of Escambia to provide lifeguard coverage for the period of one week before the Friday of Memorial Day Weekend, (Memorial Day falls on the last Monday of May), through Labor Day, (which falls on the first Monday of September), from 9:30 a.m. till 6:30 p.m. The one-year contract is for the period of May 20, 2017 through Labor Day of September 2017.

Background

The U.S. Department of the Interior, National Park Service (NPS) and the County of Escambia, a political subdivision of the State of Florida, by and through its Public Safety Department (ECPSD) manage approximately thirty (30) consecutive miles of public beaches within Escambia County, Florida. The ECPSD manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and the associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and ECPSD continuously responded to and provided assistance to each other on a daily basis for water related emergencies. The NPS and ECPSD both hired, trained, and supervised lifeguard staff. As a result the NPS and ECPSD competed for the same applicant pool, conducted separate trainings that meet the same certification standards, and provided separate program management and staff supervision

Scope

The ECPSD and NPS desire to form a mutually beneficial and highly efficient working relationship that will provide for a seamless beach safety program for the public that will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. This contract will enhance the safety of beach users in Escambia County, Florida and within the Florida District of Gulf Islands National Seashore (GUIS).

Applicable Directives

Florida Recreational Use Statute

FLORIDA STATUTES
TITLE XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE
CHAPTER 375 OUTDOOR RECREATION AND CONSERVATION

375.251 Limitation on liability of persons making available to public certain areas for recreational purposes without charge.

(1) The purpose of this act is to encourage persons to make available to the public land, water areas and park areas for outdoor recreational purposes by limiting their liability to persons going thereon and to third persons who may be damaged by the acts or omissions of persons going thereon.

(2)(a) An owner or lessee who provides the public with a park area or other land for outdoor recreational purposes owes no duty of care to keep that park area or land safe for entry or use by others, or to give warning to persons entering or going on that park area or land of any hazardous conditions, structures, or activities thereon. An owner or lessee who provides the public with a park area or other land for outdoor recreational purposes shall not by providing that park area or land:

1. Be presumed to extend any assurance that such park area or land is safe for any purpose,

2. Incur any duty of care toward a person who goes on that park area or land, or

3. Become liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on that park area or land.

(b) This section shall not apply if there is any charge made or usually made for entering or using such park area or land, or any part thereof, or if any commercial or other activity, whereby profit is derived from the patronage of the general public, is conducted on such park area or land, or any part thereof.

(3)(a) An owner of land or water area leased to the state for outdoor recreational purposes owes no duty of care to keep that land or water area safe for entry or use by others, or to give warning to persons entering or going on that land or water of any hazardous conditions, structures, or activities thereon. An owner who leases land or water area to the state for outdoor recreational purposes shall not by giving such lease:

1. Be presumed to extend any assurance that such land or water area is safe for any purpose,

2. Incur any duty of care toward a person who goes on the leased land or water area, or

3. Become liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the leased land or water area.

(b) The foregoing applies whether the person going on the leased land or water area is an invitee, licensee, trespasser, or otherwise.

(4) This act does not relieve any person of liability which would otherwise exist for deliberate, willful or malicious injury to persons or property. The provisions hereof shall not be deemed to create or increase the liability of any person.

(5) The term "outdoor recreational purposes" as used in this act shall include, but not necessarily be limited to, hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure

driving, nature study, water skiing, motorcycling, and visiting historical, archaeological, scenic, or scientific sites.

Performance Requirements

1. ECPSD will provide lifeguard services at Langdon Beach, Johnson Beach, and Opal Beach daily from one week before the Friday of Memorial Day Weekend, (Memorial Day falls on the last Monday of May), through Labor Day, (which falls on the first Monday of September), from 9:30 a.m. till 6:30 p.m. consistent with Pensacola Beach operating hours.
    - Minimum of three (3) lifeguards working eight (8) hours each at Johnson Beach
    - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Langdon Beach
    - Minimum of two (2) lifeguards working eight (8) hours each and one (1) lifeguard working four (4) hours at Opal Beach
    - If services cannot be provided then notifications will be made to the GUIS Chief Ranger by 9:30 a.m.

2. Provide extended shift coverage at Opal Beach, Langdon Beach, and Johnson Beach consistent with Pensacola Beach operating procedures at the discretion of the ECPSD Director, as needed to address crowds remaining after 6:30 p.m.

3. When there are insufficient lifeguard resources to provide lifeguard services the ECPSD Director shall determine the appropriate locations for providing lifeguard services and advise the GUIS designated lifeguard liaison.

4. Post the daily surf condition flags on the lifeguard towers so visitors can clearly see the surf condition flag. Surf condition flags will also be placed at the two campground boardwalks located near Langdon Beach. Lifeguards will change beach condition flags when weather and/or surf deem necessary. Lifeguards will notify the following offices of surf condition flag status at the beginning of the shift (10:00 a.m.) and when flag conditions change consistent with Pensacola Beach notification procedures.

    A. **Langdon Beach** – contact:
        - Ft. Pickens Entrance Station
        - Naval Live Oaks Visitor Center
        - Ft. Pickens campground registration office
        - Gulf Breeze Communications Center
        - Escambia County Communications Center

    B. **Johnson Beach** – contact:
        1. Perdido Key Entrance Station
        2. Naval Live Oaks Visitor Center
        3. Gulf Breeze Communications Center

4. Escambia County Communications Center

C. **Opal Beach** – contact:
   1. Naval Live Oaks Visitor Center
   2. Gulf Breeze Communications Center
   3. Escambia County Communications Center

Lifeguards will also notify the Fort Pickens and Perdido Key entrance stations at the end of shift (6:30 p.m.) on what surf condition flags should be flown after hours at the entrance stations (yellow flag or red flag).

5. Designate lifeguarded areas at Opal, Langdon, and Johnson Beach at the beginning of the shift (10:00 a.m.) by erecting two white PVC poles with the appropriate surf condition flag attached, placed in line with the back of the lifeguard tower 100 yards east and 100 yards west of the tower. The PVC poles and flags will be removed and stored at the end of each shift.

6. If available, at the discretion of the ECPSD Director or designee, respond to all water related emergency responses at unguarded beaches within the Fort Pickens, Santa Rosa and Perdido Key Areas of GUIS. If unavailable, request response from Pensacola Beach Fire/Rescue.

7. Park lifeguard trucks in the designated parking spots in the parking lots located behind the lifeguard tower when lifeguards are on duty.

8. ECPSD will not utilize any vehicles on the beaches of GUIS unless responding to an emergency. When used for emergency response, vehicles will travel on park roads to the closest designated beach access point and then travel along the beach to the point of the emergency, staying within ten feet of the high tide line. Responding lifeguards will use judgment to avoid beach visitors; the safest and most expedient route of emergency travel may require deviating beyond the high tide line corridor for short distances to avoid beach visitors. Response speeds will never exceed that which would prevent controlled steering and braking to avoid visitors, wildlife, erosion cuts in the shoreline, or unexpected hazards. Lifeguards will avoid making sharp turns that create furrows or berms on the beach.

9. Hire, train, and supervise personnel in the conduct of these lifeguard services. Lifeguards and supervisors will be ECPSD employees acting within the scope of ECPSD policies and guidelines and ECPSD open-water lifesaving operational policies and guidelines. ECPSD will be responsible for employee compensation based on the ECPSD lifeguard pay scale. ECPSD will be responsible for employee injury reporting and workers' compensation based upon ECPSD's policy and procedures. All matters relating to hiring, training, employing and supervising lifeguard are within the sole discretion of the ECPSD Director.

10. All ECPSD lifeguards are subject to being assigned at the discretion of the ECPSD Director or designee, to any of the three designated lifeguarded beaches of the Florida

District of GUIS located within Escambia County, Florida at the discretion of the ECPSD Director.

11. The ECPSD Director or designee will work closely with the GUIS designated liaison for lifeguard operations within GUIS regarding park closures due to natural disasters, storm events, moving lifeguard towers and equipment, emergency response, storage, for the purchase of equipment and supplies, and other operational issues.

12. Provide training and any training materials, equipment, supplies and certifications for:
    - ECPSD Open water lifesaving course;
    - Escambia County Emergency Medical Responder Course certificate or National Registry Emergency Responder (First Responder) or equivalent certification;
    - CPR/AED certification; and

    The number of hours for training, the training materials and the training methods shall be determined at the discretion of the ECPSD Director.

13. Provide ECPSD radios for radio communications with Escambia County Communications Center.

14. Have the Escambia County Communications Center notify the Gulf Breeze Communications Center at 850-934-4050 and request park ranger response for any emergencies that ECPSD responds to within GUIS. (e.g.: assist with EMS calls; double red flag and visitors in the water; fights; public intoxication; violent or unruly visitors; a crime has been reported to a lifeguard; a visitor refuses to comply with the rules and has ignored repeated warnings such as boaters in swimming area, fishing in designated swimming area, glass on beach).

15. Provide an end of the season report to GUIS by October 31 showing the numbers of swimmers in trouble, water rescues, search and recovery/rescues, and EMS calls (broken down into first-aid, basic life support, and advanced life support) that occurred within GUIS.

16. Contact the Gulf Breeze Communications Center at 850-934-4050, to relay visitor reports of injured/deceased wildlife or nesting sea turtles. When possible, obtain and convey details such as location, type of animal, whether injured or deceased.

17. ECPSD will not charge NPS-GUIS for hours not worked.

Information Requirements

None.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12028 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Florida Department of Environmental Protection Agreement No. G0448 for Pensacola Bay Living Shoreline
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Environmental Protection Agreement No. G0448 for the Planning, Engineering Design and Permitting of the Pensacola Bay Living Shoreline Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. G0448 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Pensacola Bay Living Shoreline Project:

A. Approve the DEP Agreement No. G0448, in the amount of $217,499.38, for the planning, engineering design and permitting of the Pensacola Bay Living Shoreline Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

Note: There is no County match required under the Agreement.

[Funding: 118, Gulf Coast Restoration Fund, new Cost Center to be determined at time of Supplemental Budget Amendment]

BACKGROUND:

Living Shoreline Projects provide hard substrate for oyster colonization, and they provide good nursery habitat for commercially and recreationally important finfish and shellfish. Other benefits include improved water quality and clarity, and reducing shoreline erosion without the use of seawalls. The Pensacola Bay Living Shoreline Project will provide over 20,000 linear feet of rock and oyster reef breakwater to protect over 200 acres of

new emergent marsh and submerged aquatic vegetation (SAV) habitat. The project will be constructed along the western shore of Pensacola Bay to include White Island and NAS Pensacola. This project has been coordinated with NAS Pensacola, and they have submitted a letter of support. Funds from this Grant Agreement will be used for planning, engineering design, and permitting.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and provided legal sign-off on the DEP Agreement No. G0448.

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with FDEP and other entities to implement the terms of the Agreement.

Attachments

FDEP G0448-PNS Bay LivingShoreline

DEP AGREEMENT NO. G0448

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
DEEPWATER HORIZON PROGRAM
GRANT AGREEMENT
PURSUANT TO
GULF COAST ECOSYSTEM RESTORATION COUNCIL GRANT AWARD(S)

In July 2012, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act, Public Law 112-141, codified at 33 United States Code 1321 (U.S.C.) (hereinafter referred to as the "RESTORE Act") established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council") and made funds available for the restoration and protection of the Gulf Coast Region through a new trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the "Trust Fund"). The Trust Fund contains eighty percent (80%) of the administrative and civil penalties paid by the responsible parties after July 6, 2012, under the Federal Water Pollution Control Act in connection with the *Deepwater Horizon* oil spill. The RESTORE Act outlines a structure by which funds can be utilized to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The RESTORE Council administers a portion of the Trust Fund known as the Council-Selected Restoration Component.

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide federal financial assistance for the Pensacola Bay Living Shoreline – Phase 1 (Planning) project (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, pursuant to the RESTORE Act and as a RESTORE Council member, the State of Florida, through the Department, is the recipient of federal financial assistance from the RESTORE Council through federal Financial Assistance Award No. GNTCP17FL0040 for the purposes of restoring and protecting the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands and economy of the Gulf Coast region using the best available science; and

WHEREAS, pursuant to clauses (i) and (ii) of 33 United States Code (U.S.C.) 1321(t)(1)(B), as listed on the RESTORE Council's approved Funded Priorities List, the Grantee is a subrecipient of RESTORE Act funds in order to implement one or more of the seven (7) objectives listed in the RESTORE Council's Comprehensive Plan: 1) Restore, Enhance and Protect Habitats, 2) Restore, Improve, and Protect Water Resources, 3) Protect and Restore Living Coastal and Marine Resources, 4) Restore and Enhance Natural Processes and Shorelines, 5) Promote Community Resilience, 6) Promote Natural Resource Stewardship and Environmental Education, and 7) Improve Science-Based Decision-Making Processes; and

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply

nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both Parties and shall remain in effect until March 31, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the RESTORE Council and/or the Florida Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $217,499.38 for completion of the work described in **Attachment A**. The Parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form** in accordance with the schedule in **Attachment A**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than thirty (30) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent thirty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall

be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

i. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in, 2 CFR Part 200, Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A.** Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs and uniform administrative requirements for Federal Programs can be found under 2 CFR 200 and 2 CFR 5900, at http://www.ecfr.gov/.

F. For the purchase of goods or services costing more than $2,500 and less than $35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over $35,000 and less than the current

federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR§200.320(c)-(f).

G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures
Hospital	2 CFR Part 200 and 45 CFR Part 75

H. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

I. The table below identifies the funding supporting this Agreement. RESTORE grants providing the funds are listed by the Federal Award Identification Number (FAIN), followed by the Florida Accountability Contract Tracking System (FACTS) identification numbers in parentheses, and the Catalog of Federal Domestic Assistance (CFDA) number and program title.

FAIN (FACTS)	CFDA	Program Title	Funding Amount
GNTCP17FL0040 (RST01)	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$217,499.38
		Total Funding:	$217,499.38

J. Because of the federal funds awarded under this Agreement, the Grantee 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 end 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, which is 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 Department to comply with this requirement.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of federal funding and grants from the RESTORE Council. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment D, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in **Attachment A**. One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A**. The Grantee's final report shall include an accounting of all Project expenses. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

> "This [report/video/etc.] was prepared by [Grantee] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

E. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee 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. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial

disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the RESTORE Council or the Department.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Agreement.

iv. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and RESTORE Council regulations (or in the case of the Department, recommend such a proceeding be initiated by the RESTORE Council).

v. Withhold further awards for the Project or program.

vi. Take other remedies that may be legally available.

vii. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance

In addition to the remedies available in the paragraphs above, the Grantee is subject to the RESTORE Act-specific remedies for noncompliance outlined in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**, attached hereto and a made a part hereof.

D. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. During the term of this Agreement and for five (5) years following Agreement completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), the Florida Department of Environmental Protection, the State, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

B. The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), the Florida Department of Environmental Protection, the State, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and

their subcontractors corresponding to the duration of their records retention obligation for this award.

C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

D. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

E. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

F. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in paragraph 17, to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee

shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors, with the exception of procurement threshold amounts, which are provided in paragraph 3.F., of this Agreement.

C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or other Federal department, agency, or instrumentality without the Department's prior written approval.

D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

E. In accordance with 2 CFR §200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The RESTORE Council encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organizations as the Small Business Administration (https://www.sba.gov) and the Minority Business Development Agency (MBDA) within the Department of Commerce (http://www.mbda.gov).

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

The Grantee agrees to comply with, and include in subcontracts and subgrants, the following provisions:

A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made

pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, 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 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.

C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

E. If this Agreement is for more than $100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment F, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than $100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

F. 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 State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

A. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. Commencement of Project activities may be subject to an environmental review or a determination of categorical exclusion under NEPA. The RESTORE Council maintains an Environmental Compliance Library (https://www.restorethegulf.gov/funded-priorities-list), which includes the RESTORE Council's NEPA Procedures and other environmental compliance documents as warranted to demonstrate the appropriate level of NEPA review for those projects, programs or activities approved on the Funded Priorities List. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

16. **NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below.

Lisa M. Robertson, or Successor	
Florida Department of Environmental Protection	
Deepwater Horizon Program	
3900 Commonwealth Boulevard, MS #240	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2177
Fax No.:	(844) 273-0184
E-mail Address:	Lisa.robertson@dep.state.fl.us

The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) at the time of execution for this Agreement is identified below.

Taylor "Chips" Kirschenfeld, or Successor	
Department of Natural Resources Management	
Escambia County Board of County Commissioners	
221 Palafox Place	
Pensacola, Florida 32502	
Telephone No.:	(850) 595-4988
Fax No.:	(850) 595-4431
E-mail Address:	jtkirsche@myescambia.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager ***prior to*** performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the

Agreement. The Grantee shall notify the Department's Grant Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

Pursuant to 2 CFR §200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement. **Attachment G, Property Reporting Form,** is not applicable and shall be intentionally excluded.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment H, Quality Assurance Requirements for Contracts and Grants**. Any terms and conditions of the Agreement and **Attachment A** that vary from those contained in **Attachment H**, shall have precedence. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

D. Grantee must identify any products that may be used or adapted for use by visually-impaired, hearing-impaired or other physically-impaired individuals.

24. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 180), the Grantee agrees and certifies 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 contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

25. COPYRIGHT, PATENT AND TRADEMARK:

The RESTORE Council and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

B. Any right or copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.

C. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

26. CONTRACT PROVISIONS AND REGULATIONS:

By accepting the RESTORE grant funds listed in paragraph 3.I of this Agreement, the Grantee agrees to comply with, and include in subcontracts and subcontracts issued as a result of this Agreement, the provisions contained in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**. Copies of these federal awards are available through FACTS (https://facts.fldfs.com), using the Grant Award ID (if known) search box, and searching by the FACTS identification number(s) provided in paragraph 3.I of this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

27. SPECIAL AWARD CONDITIONS:

In addition to the contract provisions and regulations provided in paragraph 26, above, the Grantee is subject to certain Special Award Conditions attached to the RESTORE Council Financial Assistance Award.

A. **Oil Spill Liability Trust Fund – Non-Duplicative Use of RESTORE Act funds.** The Project approved under this Agreement cannot be funded by any other funding source, including without limitation the Oil Spill Liability Trust Fund. Funding for any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012, is not authorized.

B. **Environmental Compliance Planning Coordination.** During the permitting phase of this planning Project, the Grantee shall coordinate and consult with the relevant state and federal regulatory agencies to ensure effective and concurrent compliance with all potentially applicable environmental laws, including the National Environmental Policy Act, Clean Water Act, Endangered Special Act, Magnuson-Stevens Act, Coastal Zone Management Act, and other laws and requirements. Documentation of early coordination and consultations must be provided to the Department.

C. **Observational Data Management and Delivery.**

i. Data Sharing: All data compiled, collected, or created under this Federal award must be provided to the Department on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, excepts where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must by sufficiently documented, using open metadata standards, to enable users to independently read and under the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support service-oriented architecture to maximize sharing and reuse of structured data. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

ii. Timeliness: Data must be provided to the Department on a yearly basis, and the public must be given access to data no later than two (2) years after the data are first collected and verified, or two (2) years after the original end date of the period of performance set out in

the Federal award agreement (not including any extensions or follow-on funding), whichever first occurs.

iii. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [Grantee name] under Award No. [FAIN] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

iv. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Department when making future award decisions.

v. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

28. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

29. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

30. PUBLIC RECORDS ACCESS:

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at** ombudsman@dep.state.fl.us **or at the mailing address below.**

Department of Environment Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

31. **TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its

subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

32. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

33. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

34. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Signature of Person Authorized to Sign

D. B. Underhill, Chairman
Print Name and Title

Date: _____

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

_____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

_____
Print Name and Title

Date: _____

Lisa M. Robertson
Lisa M. Robertson, DEP Grant Manager

FEID No.: 56-6000598

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Disclosure of Lobbying Activities (2 Pages)
Attachment	G	*Attachment Intentionally Excluded*
Attachment	H	Quality Assurance Requirements for Contracts and Grants (6 Pages)
Attachment	I	RESTORE Council Financial Assistance Standard Terms and Conditions (55 Pages)
Attachment	J	Regulations (1 Page)

Approved as to form and legal sufficiency.
By/Title:
Date: 3/29/17

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Pensacola Bay Living Shorline – Phase 1 (Planning)

PROJECT LOCATION The Pensacola Bay, located in northwestern Florida in Escambia and Santa Rosa counties, is approximately thirteen (13) miles long and two and a half (2.5) miles wide and lies behind the barrier beach of Santa Rosa Island. This Project is the first phase of a multi-phase living shoreline project that will eventually include three (3) sites: White Island in northwestern Pensacola Bay, southward alond the eastern shore of Naval Air Station (NAS) Pensacola, and along the eroded southern shore of NAS Pensacola across from Pensacola Pass. See Figure 1. Project Site.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmetal Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Secretary of the U.S. Department of Agriculture serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement on or more of the seven (7) objectives set by the RESTORE Council:
(1) Restore, Enhance and Protect Habitats
(2) Restore, Improve, and Protect Water Resources
(3) Protect and Restore Living Coastal and Marine Resources
(4) Restore and Enhance Natural Processes and Shorelines
(5) Promote Community Resilience
(6) Promote Natural Resource Stewardship and Environmental Education
(7) Improve Science-Based Decision-Making Processes

PROJECT DESCRIPTION: This Project is the first phase of a multi-phase living shoreline project that totals 24,800 linear feet of rock and oyster reef breakwater and 205 acres of emergent marsh and submerged aquatic vegetation (SAV) habitat. This component of the Project will provide funding for planning, engineering, design, environmental compliance and permitting for three (3) sites: White Island in northwestern Pensacola Bay, southward along the eastern shore of Naval Air Station (NAS) Pensacola, and along the eroded southern shore of NAS Pensacola across from Pensacola Pass. The primary RESTORE Council goal addressed by this Project is to restore, enhance and protect habitats, but the Project will also restore, improve, and protect water resources.

Living shorelines provide good substrate for oyster larvae to settle and colonize, and they provide good nursery habitat for commercially and recreationally important finfish and shellfish. Other benefits include improved water quality and clarity, and reducing shoreline erosion without the use of seawalls.

Escambia County (Grantee) will oversee Project planning, designing, and securing of permits for future creation of the living shoreline. Specific tasks associated with this Project include surveying, data gathering and analysis, field assessments, planning, engineering, creation of final design, development of a monitoring plan, and working with the appropriate federal, state, and local authorities to obtail all applicable permits needed to complete environmental compliance. The Grantee will use a competitively procured contractor to complete these activities.

TASKS and DELIVERABLES:
Task 1: Engineering and Design
Task Description: The Grantee will competitively procure a qualified contractor to provide architectural and engineering (A&E) services. Work requiring a professional license will be performed by professionals licensed in the

State of Florida to provide the required services. Selection of the contractor will be completed in accordance with the Grantee's purchasing policies and procedures for A&E services.

Once selected, the contractor will provide the required A&E services, including: surveying, bathymetry, data gathering and analysis, fields assessments, development of construction plans and specifications, engineering and creation of the final design (100%) based on sound engineering principles. The contractor will submit the construction plans, specifications, and final design to the Grantee for approval.

Deliverables: The Grantee will submit electronic copies of the final, 100% completed and approved final design, which should include the approved construction plans and specifications, and an electronic copy of the executed subcontract prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Monitoring Plan
Task Description: The Grantee has committed to a long-term monitoring and adaptive management plan to minimize risk and uncertainities to ensure Project success. The Grantee, in coordination with its contractor, will develop a monitoring plan for all three (3) living shorelines included in the Project. The Grantee's monitoring plan(s) must be developed in accordance with the quality assurance requirements set forth by the Department (paragraph 22 of this Agreement). The Grantee will prepare, submit, and receive approval on its monitoring plan prior to commencement of any monitoring associated with the Project. The Grantee will use the format provided by the Department's Grant Manager, if applicable.
Deliverable 2a: Monitoring plan draft submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the monitoring plan draft to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the monitoring plan draft for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure Project effectiveness, and provide comments to the Grantee as needed prior to final monitoring plan submittal.

Deliverable 2b: Final Department-approved monitoring plan submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final monitoring plan to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final monitoring plan to ensure that draft comments have been incorporated and the final monitoring plan is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the final monitoring plan, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of each deliverable.

Task 3: Permitting
Task Description: The Grantee, in coordination with its contractor, will ensure that all necessary permits, approvals and authorizations are obtained to ensure full environmental compliance. Authorization for the living shoreline construction may include, but not be limited to, permits from both the U.S. Army Corps of Engineers and the Department.

The Grantee will continue working with regulartory agencies throughout the Project to secure all required authorization as needed and to ensure that environmental compliance in maintained through the life of the Project.

The Grantee has already completed the RESTORE Council's Categorical Exclusion Determination Form to comply with the National Environmental Policy Act (NEPA) as required. Documentation of NEPA Categorical Exclusion status is available on the RESTORE Council's Environmental Compliance Library (https://www.restorethegulf.gov/funded-priorities-list).

Deliverable: Copies of issued permits.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Engineering and Design	Upon Execution	9/30/18	9/30/18
2	Monitoring Plan	10/1/17	3/31/18	3/31/18
2a	Draft	10/1/17	2/28/18	2/28/18
2b	Final	10/1/17	3/31/18	3/31/18
3	Permitting	10/1/17	9/30/18	Upon Completion

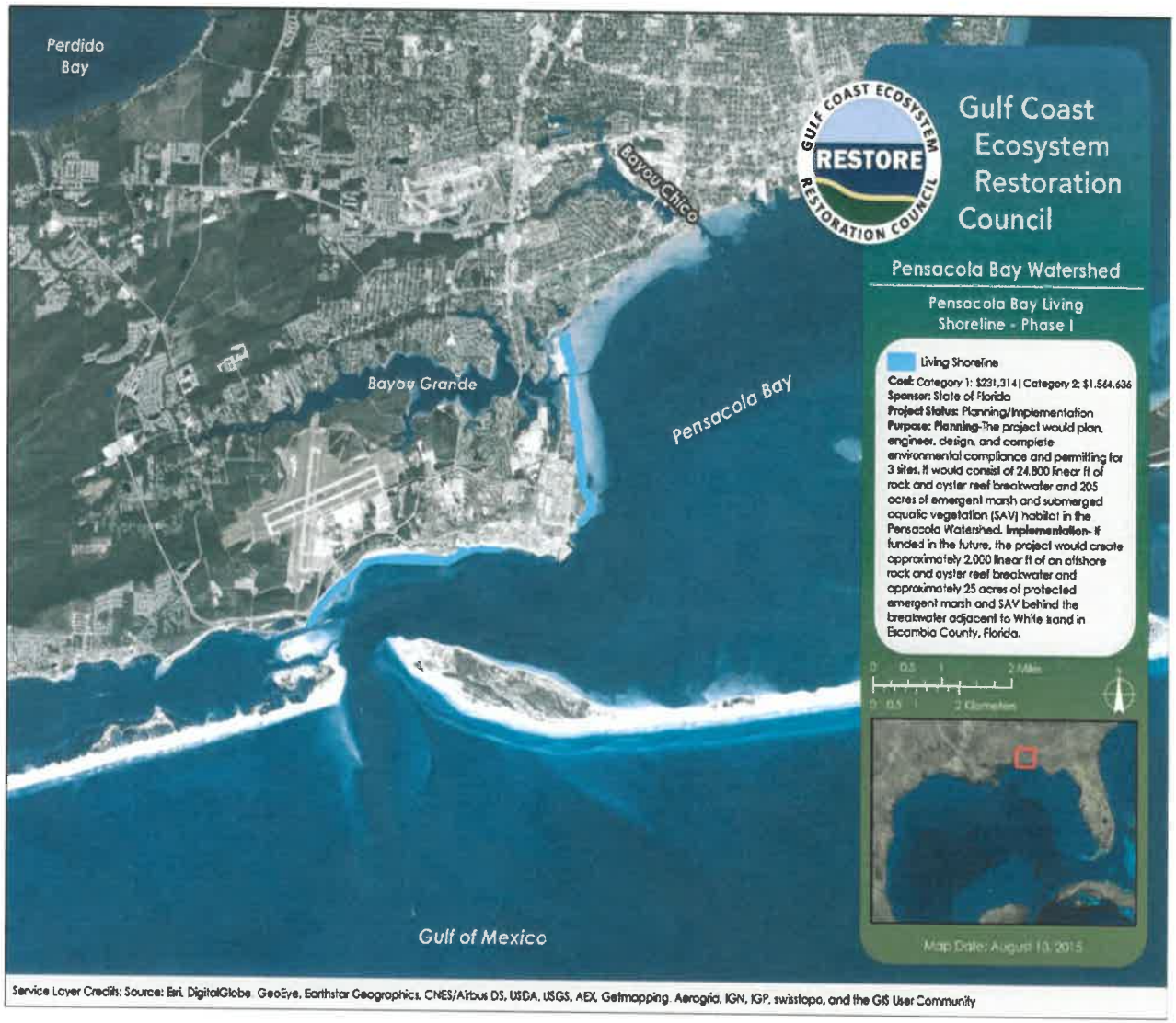
BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	$182,499.38
	Total for Task 1:	**$182,499.38**
2	Contractual Services (Subcontractor)	$20,000.00
	Total for Task 2:	**$20,000.00**
3	Contractual Services (Subcontractor)	$15,000.00
	Total for Task 3:	**$15,000.00**
	Total Project Budget:	**$217,499.38**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services (Subcontractor) Total	**$217,499.38**
Total:	**$217,499.38**

Figure 1. Project Site



ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: G0448 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Fringe Benefits	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Indirect Cost	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Contractual Services (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Land Acquisition	**$N/A**	**$N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____ _____

Grantee's Grant Manager Signature | Grantee's Fiscal Agent Signature

_____ _____

Print Name | Print Name

_____ _____

Telephone Number | Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	G0448		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0448 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Print Name and Title

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) 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, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$217,499.38	087125

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$217,499.38	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H
Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. **GENERAL REQUIREMENTS AND DEFINITIONS**
   a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.
2. **REQUIREMENTS FOR LABORATORIES**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
   f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
   g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall

report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. **FIELD ACTIVITIES**
   a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
   b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
      (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
      (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
   b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.
   c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
   d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
   e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.

g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
    - Laboratory sample identification (ID) and associated Field ID
    - Analytical/test method
    - Parameter/analyte name
    - Analytical result (including dilution factor)
    - Result unit
    - Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
    - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
    - Date and time of sample preparation (if applicable)
    - Date and time of sample analysis
    - Results of laboratory verification of field preservation of received samples
    - Sample matrix
    - DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
    - MDL, Limit of Detection (LOD) or other defined limit of detection
    - PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
    - Field and laboratory QC blank results:
        - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
        - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
    - Results for field duplicates (or replicates)
    - Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
        - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
        - Results of surrogate spike analyses
        - Results of laboratory control samples (LCS)
        - Results of calibration verifications
        - Acceptance criteria used to evaluate each reported quality control measure
j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
    - Site name and location information
    - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
    - Date and time of sample collection
    - Sample collection depth, if applicable
    - Sample collection method identified by the DEP SOP number, where applicable
    - If performed, indicate samples that were filtered
    - Field test measurement results:
        - DEP SOP number (FT-series), where applicable
        - Parameter name

- Result
- Result unit
- Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.

- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

1. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified below.
   (i) Data shall be reported electronically using the following format(s): **PDF, Esri Shapefile or Esri Geodatabase, MS Excel**

5. **AUDITS**
   a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
   b. PLANNING REVIEW AUDITS –
      (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.
      (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
   c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
   d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
      (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
      (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.

(iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. **QA PLAN**
   a. The contractor shall submit the contract QA plan identified below to the DEP contract manager no later than 120 days ***prior to the commencement of field and laboratory activities***. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager. The document shall be submitted as a
      (i) The contractor shall prepare a QA plan that shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02, Section 1, Sampling and Analysis Plan.
   b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
   c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days of receipt of any revisions.
   d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
   e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).
   f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to:
      - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
      - Using only the protocols approved in the QA plan; and
      - Using only the equipment approved in the QA plan.
   g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be:
      (i) Provided as amended sections of the current contract QA plan; or
      (ii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**
   a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
      (i) Reports of planning review audits as specified in item 5.b. above.
      (ii) Statements of usability as specified in item 5.d. above.
      (iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**
   a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
      (i) Immediate termination of the contract.
      (ii) Withheld payment for the affected activities.

(iii) Contract suspension until the requirement(s) has been met.
(iv) A request to refund already disbursed payments.
(v) A request to redo work affected by the non-compliant activity.
(vi) Other remedies available to the Department.

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ATTACHMENT I

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

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RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

1. Activities and Accomplishments:

   i. Summarize activities undertaken during the reporting period;
   ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
   iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
   iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

2. Adaptive Management:

   i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
   ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, "Non-Compliance with Award Provisions" below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a "Federal Financial Report" (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. The revision results from changes in the scope or the objective of the project or program;
   ii. The need arises for additional Federal funds to complete the project; or
   iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

   i. Change in the scope or the objective of the project or program;
   ii. Change in a key person specified in the application or the Federal award;
   iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
   iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
   v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
   vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
   vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

   1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

   2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

   1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

   2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards," as well as any other provisions required by law or regulations.

b. For recipients that are <u>not</u> States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards."

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

   1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

   2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

   3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

   4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

   5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

   6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.,* an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

   1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

   2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

   3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

   4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. 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.

7. 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 (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

a. Provisions applicable to a non-Federal entity that is a private entity.
   1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the award.
   2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      i. In the subrecipient's preceding fiscal year, the subrecipient received—
         (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
   2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
      i. To the non-Federal entity.
      ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 C.F.R. part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]

   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:

      (A) A Governmental organization, which is a State, local government, or Indian Tribe;

      (B) A foreign public entity;

      (C) A domestic or foreign nonprofit organization;

      (D) A domestic or foreign for-profit organization; and

      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

   iv. Subaward:

      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.

      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).

      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

   v. Subrecipient means an entity that:

      (A) Receives a subaward from you under this award; and

      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ATTACHMENT J
REGULATIONS

Formal regulations concerning administrative procedures for Gulf Coast Ecosystem Restoration Council grants appear in Title 2 of the Code of Federal Regulations (CFR) Part 200. Other Federal regulations may also impact grant programs. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
Office of Management and Budget Circulars	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
2 CFR Part 200, Subpart F	Audit Requirements
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR 200.450	Lobbying. The Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published at 54 Federal Register (FR) 52306 and "New Restrictions on Lobbying" published at 55 FR 6736.
2 CFR 180	Nonprocurement Debarment and Suspension Regulations
Other Federal Regulations	
40 U.S.C. 1101 *et seq.*	Procurement processes for architectural and engineering services, effective October 1, 2014.
41 U.S.C. § 4712	Effective December 14, 2016, the Pilot Program for Enhancement of Whistleblower Protections, was extended to all Federal agencies and made permanent (National Defense Authorization Act for Fiscal Year 2017; and Public Law No. 114-261). All provisions and requirements initially implemented under the Pilot Program are now permanent provisions and requirements under any contracts or grants funded by a Federal agency.
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11949 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Local Agency Program (LAP) Agreement - Construction of CR 293 (Bauer Road) Paved Shoulders Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement for Construction of Five Foot Wide Paved Shoulders Along Both Sides of CR 293 (Bauer Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of five foot wide paved shoulders along both sides of CR 293 (Bauer Road), between CR 292A (Gulf Beach Highway) and SR 292 (Sorrento Road):

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County, in the amount of $428,381, for the construction of five foot wide paved shoulders along Bauer Road, which will be reimbursed to the County; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

Ranked number 10 in the 2016 - 2020 Florida - Alabama Transportation Planning Organization's Transportation Alternatives Program Priorities, the project listed above, construction of five foot wide paved shoulders along both sides of CR 293 (Bauer Road) between CR 292A (Gulf Beach Highway) and SR 292 (Sorrento Road), has been programmed for construction in this fiscal year of the FDOT Five-Year Work Program.

Meeting in regular session on November 3, 2016, Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to

as the Department and/or FDOT) entered into a LAP Agreement for the design of the project, which established that the maximum amount of funds that FDOT would reimburse the County for design of this project was $38,593. The cost of design, which is currently underway, and expected to be complete by the end of Spring 2017, totals $40,315, which exceeds the Department's reimbursable amount, making the County responsible for the remaining portion of $1,722.

This LAP Agreement between the County and FDOT establishes funding from FDOT in the amount of $428,381 for the construction phase of the project.

Upon completion of design, and the execution of the LAP Agreement for Construction, the County will begin the construction solicitation process.

BUDGETARY IMPACT:

The Department will reimburse the County up to $428,381 for expenses related to the construction of this project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Escambia County Public Works staff will coordinate with FDOT staff during procurement of construction contracts.

Attachments

BCC action 11.03.16
LAP for Bauer Rd for Design
LAP Agreement
Resolution

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued



2. Awarding a Purchase Order to CPC Office Technologies, in the amount of $30,129.36, for the multi-year lease and installation of copying and printing equipment for the Office of the Trial Court Administrator, which encompasses offices in Escambia, Santa Rosa, Okaloosa, and Walton Counties (Funding: Fund 115, Article V Court Administration; Cost Centers 410503, 410515, and 410516; Object Code 54401).

3. See Page 45.



4. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County to design paved shoulders along Bauer Road, between County Road (CR) 292A (Gulf Beach Highway), and State Road 292 (Sorrento Road) (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210116, Object Code 56301, Project #16EN3441):

   A. Approving the State of Florida Department of Transportation LAP Supplemental Agreement between FDOT and Escambia County for CR 293 (Bauer Road); and

   B. Adopting the Resolution *(R2016-147)* authorizing the Chairman to sign the LAP Supplemental Agreement.



5. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc., per the terms and conditions of PD 15-16.100, Detroit Boulevard Intersection Improvements at Pine Forest Road, for a lump sum of $483,265.95 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Code 13EN2523/14EN2658).

6. See Page 45.

7. See Page 46.

8. See Page 46.

9. See Page 46.

The Executed FDOT LAP Supplemental Agreement for CR 293 (Bauer Road) is shown on Pages 34-38.

Escambia County
Clerk's Original

11/3/2016 CAR II-4

Date: 11/10/2016 Verified By: S. Carew

RESOLUTION NUMBER R2016-147

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF PAVED SHOULDERS ALONG BAUER ROAD FROM CR 292A GULF BEACH HIGHWAY TO SR 292 SORRENTO ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 2015, Escambia County, Florida (hereinafter referred to as the "County") entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (hereinafter referred to as the "FDOT") wherein the FDOT agreed to fund the total cost for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola, Florida (FPN 437085-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, the FDOT has agreed to increase the amount of funding for the Project; and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the FDOT; and

WHEREAS, the estimated total Project cost is now $40,315.00 (forty thousand three hundred fifteen dollars), which is the maximum participation by the FDOT; and

WHEREAS, any expenses in excess of the total cost 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. 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 hereby supports the proposed Project for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT in developing and managing this Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the FDOT and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 3rd day of November 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Date Executed
11/3/2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:
Date: 10/6/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11141 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/03/2016
Issue: CR 293 (Bauer Road) Supplemental Local Agency Program (LAP) Agreement
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement between the Florida Department of Transportation and Escambia County for County Road 293 (Bauer Road) Paved Shoulder Design - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County to design paved shoulders along Bauer Road between (County Road) 292A (Gulf Beach Highway) and (State Road) 292 (Sorrento Road):

A. Approve the State of Florida Department of Transportation LAP Supplemental Agreement between FDOT and Escambia County for CR 293 (Bauer Road); and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

[Funding Source: Fund 352, "LOST III," Cost Center 210116, Object Code 56301, Project #16EN3441]

BACKGROUND:

The purpose of this Agreement is to enter into a supplemental Local Agency Program (LAP) between Escambia County and the FDOT regarding funding an additional $1,722.00 for the design of five-foot paved shoulders along CR 293 (Bauer Road) from CR 292A (Gulf Beach Highway) and SR 292 (Sorrento Road).

The original agreement executed by FDOT and Escambia County was for a project total of $38,593. The negotiated fee for the design work came to $40,315.00. The difference will be funded by FDOT through this supplemental agreement.

A separate submittal for construction funding was submitted to FDOT in the Spring of 2016.

BUDGETARY IMPACT:

FDOT will reimburse the County $40,315 for expenses related to the design of the project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 352, "LOST III", Cost Center 210116, Object Code 56301, Project #16EN3441.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the Agreement, County Public Works staff will coordinate with FDOT staff during the design process.

Attachments

Design Agreement
Supplemental Agreement
2016 Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC– 08/15
Page 1 of 15

FPN: 437085-1-38-01 Fund: TALU FLAIR Approp: _____
Federal No: 9044-031-C Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 48 (Escambia) Contract No: GQ729 Vendor No: F596000598174
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 15 day of December, 2015 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. R2015-146 dated the 5th day of November, 2015 a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of the Bauer Road Paved Shoulder Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

A. The total cost of the Project is $ 38,593.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $38,593.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. **Requisitions and Payments:**

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the 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 include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. **Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. **Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. **Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. **Contracts of the Agency:**

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. **Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. **Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. **Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. 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.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. **Indemnification and Insurance:**

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance 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 $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Miscellaneous Provisions:**

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and 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.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. **Exhibits**

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

By: _____

Name: Steven Barry
Title: Chairman

Date Executed 11/10/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BCC Approved 11-05-2015

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Legal Review: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/16/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC - 08/15
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437085-1-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.306 Miles

PROJECT DESCRIPTION: The design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola..

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency SpeCifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four")Specifications; or Divisions II and III of the FOOT Standard Speciftcations for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by December 31, 2016
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A
e) Construction contract to be let by N/A
f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
PROGRAM MANGEMENT
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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 437085-1-38-01
Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY: 2016	$38,593.00	$0.00	$0.00	$38,593.00
FY: 2017	$0.00	$0.00	$0.00	$0.00
FY: 2018	$0.00	$0.00	$0.00	$0.00
Total Design Cost	$38,593.00	$0.00	$0.00	$38,593.00
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY:				
FY:				
FY:				
FY:				
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY:				
FY:				
FY:				
Total CEI Cost				
FY:				
FY:				
FY:				
Total Project Costs	$38,593.00	$0.00	$0.00	$38,593.00
TOTAL COST OF THE PROJECT	$38,593.00	$0.00	$0.00	$38,593.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
SPECIFICATIONS AND ESTIMATES
1/15
Page 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$38,593.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Escambia County
Clerk's Original

11/5/2015 CAL II-19

RESOLUTION NUMBER R2015-146

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN PAVED SHOULDERS ALONG BOTH SIDES OF BAUER ROAD FROM CR 292A GULF BEACH HIGHWAY TO SR 292 SORRENTO ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Date: 11/12/2015 Verified By:

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road (FPID 437085-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $38,593 (thirty-eight thousand and five hundred ninety-three dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost 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. 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 hereby supports the proposed Project for paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing and managing this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 5th day of November 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Date Executed
11/10/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:
Date: 10/16/15

CLERK & COMPTROLLER ESCAMBIA COUNTY FLORIDA

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: November 12, 2015

TO: PG364DC@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0729

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0729 Contract Type: Method of Procurement:
Vendor Name: ESCAMBIA COUNTY
Vendor ID: VF596000598174
Beginning date of this Agmt: 12/07/15
Ending date of this Agmt: 12/31/16

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		
55 033040345	*AF	*780000	* 38593.00	*43708513801	*215	*20.205
2016		*55100100		*088849/16		
0001		*00	*	*0001/04		

TOTAL AMOUNT: *$ 38,593.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/08/2015

525-010-32
PROGRAM MANAGEMENT
01/15

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 437085-1-38-01 CONTRACT NO. G0729

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on December 15, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Bauer Road Paved Shoulder Project Length 1.306 Miles

Termini From County Road 292A (Gulf Beach Highway) to State Road 292 (Sorrento Road)

Description of Work:
This project is for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola.

Reason for Supplement and supporting engineering and/or cost analysis:
The County negotiated with the top ranked firm and the final negotiated amount was higher than programmed. The Department reviewed the man hour estimate and has agreed to participate in the additional amount needed to fund design.

525-010-32
PROGRAM MANAGEMENT
01/15

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 437085-1-38-01 CONTRACT NO. G0729

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY: 2016	$38,593.00	$0.00	$38,593.00	$0.00	$38,593.00
FY: 2017	$0.00	$1,722.00	$1,722.00	$0.00	$1,722.00
FY: 2018	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2021	$0.00	$0.00	$0.00	$0.00	$0.00
Total Design Cost	$38,593.00	$1,722.00	$40,315.00	$0.00	$40,315.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Construction Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Engineering and Inspection (CEI)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total CEI Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Total Construction & CEI Costs	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL COST OF THE PROJECT	**$38,593.00**	**$1,722.00**	**$40,315.00**	**$0.00**	**$40,315.00**

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 437085-1-38-01 CONTRACT NO. G0729

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Board of County Commissioners
Escambia County, Florida

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Attest:_____
Name:
Title:

Date:_____

Legal Review:

_____ _____

See attached Encumbrance Form for date of funding approval by Comptroller.

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 10/5/16

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF PAVED SHOULDERS ALONG BAUER ROAD FROM CR 292A GULF BEACH HIGHWAY TO SR 292 SORRENTO ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 2015, Escambia County, Florida (hereinafter referred to as the "County") entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (hereinafter referred to as the "FDOT") wherein the FDOT agreed to fund the total cost for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola, Florida (FPN 437085-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, the FDOT has agreed to increase the amount of funding for the Project; and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the FDOT; and

WHEREAS, the estimated total Project cost is now $40,315.00 (forty thousand three hundred fifteen dollars), which is the maximum participation by the FDOT; and

WHEREAS, any expenses in excess of the total cost 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. 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 hereby supports the proposed Project for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT in developing and managing this Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the FDOT and the County.

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

_____
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: 10/26/16

Escambia County
Clerk's Original

11/3/2016 CAR II-H

525-010-32
PROGRAM MANAGEMENT
01/16

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM** **SUPPLEMENTAL** **AGREEMENT**	FPN 437085-1-38-01 CONTRACT NO. G0729

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on December 15, 2015 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Bauer Road Paved Shoulder Project Length 1.306 Miles

Termini From County Road 292A (Gulf Beach Highway) to State Road 292 (Sorrento Road)

Description of Work:
This project is for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola.

Reason for Supplement and supporting engineering and/or cost analysis:
The County negotiated with the top ranked firm and the final negotiated amount was higher than programmed. The Department reviewed the man hour estimate and has agreed to participate in the additional amount needed to fund design.

Verified By: [signature]
Date: 11/10/2016

525-010-32
PROGRAM MANAGEMENT
01/15

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 437085-1-38-01
DUNS NO. 80-939-7102		CONTRACT NO. G0729

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY: 2016	$38,593.00	$0.00	$38,593.00	$0.00	$38,593.00
FY: 2017	$0.00	$1,722.00	$1,722.00	$0.00	$1,722.00
FY: 2018	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2021	$0.00	$0.00	$0.00	$0.00	$0.00
Total Design Cost	$38,593.00	$1,722.00	$40,315.00	$0.00	$40,315.00
Right-of-Way					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Construction Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Engineering and Inspection (CEI)					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total CEI Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Total Construction & CEI Costs	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL COST OF THE PROJECT	**$38,593.00**	**$1,722.00**	**$40,315.00**	**$0.00**	**$40,315.00**

525-010-32
PROGRAM MANAGEMENT
01/15

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 437085-1-38-01 CONTRACT NO. G0729

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Board of County Commissioners
Escambia County, Florida

Grover C. Robinson, IV, Chairman

Date Executed 11/3/2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Attest: _____
Name:
Title:

Date: 11/2/16

Legal Review:

_____

_____

See attached Encumbrance Form for date of funding approval by Comptroller.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/31/16

BCC Approved 11-03-2016

Escambia County
Clerk's Original

11/3/2016 CAR II-4

Date: 11/10/2016 Verified By: L. Carver

RESOLUTION NUMBER R2016-147

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF PAVED SHOULDERS ALONG BAUER ROAD FROM CR 292A GULF BEACH HIGHWAY TO SR 292 SORRENTO ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 2015, Escambia County, Florida (hereinafter referred to as the "County") entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (hereinafter referred to as the "FDOT") wherein the FDOT agreed to fund the total cost for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road in Pensacola, Florida (FPN 437085-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, the FDOT has agreed to increase the amount of funding for the Project; and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the FDOT; and

WHEREAS, the estimated total Project cost is now $40,315.00 (forty thousand three hundred fifteen dollars), which is the maximum participation by the FDOT; and

WHEREAS, any expenses in excess of the total cost 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. 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 hereby supports the proposed Project for the design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT in developing and managing this Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the FDOT and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 3rd day of November 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Date Executed
11/3/2016

ATTEST: Pam Childers
Clerk of the Circuit Court

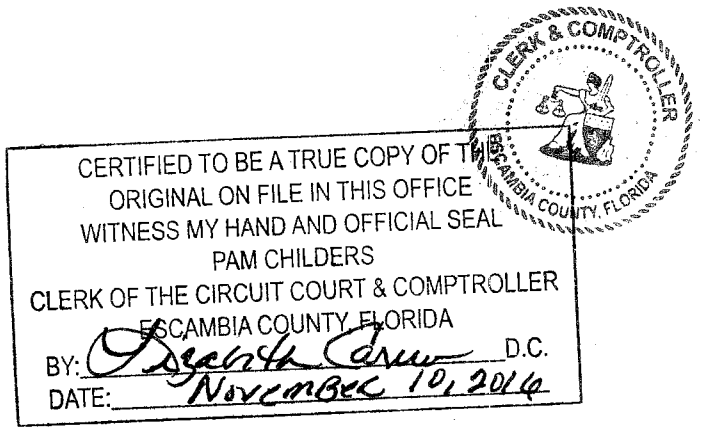
By: Elizabeth Carver
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 10/6/16


CLERK & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
CERTIFIED TO BE A TRUE COPY OF TH
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: November 10, 2016

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 437085-1-58-01 Fund: TALU FLAIR Approp: _____
Federal No: 9044-034-C Org Code: _____ FLAIR Obj: _____

FPN: 437085-1-68-01 Fund: TALU FLAIR Approp: _____
Federal No: 9044-034-C Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No:(48) Escambia Contract No: _____ Vendor No: F596000598154
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of Bauer Road Paved Shoulder Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before March 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   A. The total cost of the Project is $ 428,381. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

   B. The Department agrees to participate in the Project cost up to the maximum amount of $428,381 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

   C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the 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 include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, 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 Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. 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.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance 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 $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and 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.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Board of County Commissioners
Escambia County, Florida

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Legal Review:
_____ ACA 3/16/17

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437085-1-58-01 & 437085-1-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.306 Miles

PROJECT DESCRIPTION:

Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road. 5 foot paved shoulders along both sides of Bauer Road (CR 293) in Escambia County. The project includes the widening of the roadway, stormwater conveyance system, drainage swales, headwall constuction, potable water line adjustments, installation of guardrail, box culvert installation, asphalt and concrete driveway connections with culvert construction, maintenacne of traffic, stormwater pollution prevention, sidding, shoulder work, pavement striping, and mailbox replacement. The project is approximately 1.29 miles and begins at Sorrento Road (SR 292) and ends at Gulf Beach Highway (CR 292A). This project connects existing paved shoulders on Gulf Beach Highway and will terminate at the entrance to Grand Lagoon State Park.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Speciftcations for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by May 31, 2017.
f) Construction to be completed by March 31, 2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 437085-1-58-01 & 437085-1-68-01
Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total PD&E Cost				
Design - 38 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Design Cost				
Right-of-Way - 48 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Right-of-Way Cost				
Construction-58 FY: 2017	$382,079	$0.00	$0.00	$382,079
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00
Total Construction Cost	$382,079	$0.00	$0.00	$382,079
Construction Engineering and Inspection (CEI) - 68 FY: 2017	$46,302	$0.00	$0.00	$46,302
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
Total CEI Cost	$46,302	$0.00	$0.00	$46,302
Operations – 88 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Operations Costs				
TOTAL COST OF THE PROJECT	$428,381	$0.00	$0.00	$428,381

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

   The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$428,381.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT FIVE FOOT PAVED SHOULDERS ALONG BOTH SIDES OF BAUER ROAD (CR 293) FROM GULF BEACH HIGHWAY (CR 292A) TO SORRENTO ROAD (SR 292); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement FPN 437085-1-58-01 and FPN 437085-1-68-01, the cost to construct five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292) (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292); and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $428,381.00 (four hundred twenty-eight thousand three hundred eighty-one dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost 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. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 3/10/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12044 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Supplemental Budget Amendment #118 - LAP Agreement for Construction of Paved Shoulders Along Bauer Road
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #118 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #118, Local Option Sales Tax III, (LOST) Fund (352), in the amount of $428,381, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for construction of five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292).

BACKGROUND:
On May 25, 2017, it is anticipated the Board will approved an LAP agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292). Project costs will be reimbursed in the amount of $428,381 , which is the amount being appropriated with this amendment.

BUDGETARY IMPACT:
This amendment will increase Fund 352 by $428,381.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#118

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2017-

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 will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for the construction of five foot paved shoulders along both sides of Bauer Road (CR 293) from Gulf Beach Highway (CR 292A) to Sorrento Road (SR 292), 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, 2017:

Local Options Sales Tax III	352		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
LAP-Bauer Rd Paved Shoulders	352	334496	$428,381
Total			$428,381

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210116	56301/16EN3441	$428,381
Total			$428,381

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.04.06 15:02:14 -05'00'

OMB Approved

Supplemental Budget Amendment
#118

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12096 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/20/2017
Issue: Correcting the Funding Source for Eleanor Johnson's DansArtery to Present the "Art of Dance-What's Hidden in the Figures"
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Correcting the Funding Source for Eleanor Johnson, DansArtery to Present the "Art of Dance-What's Hidden in the Figures" and "Roots, Rhythm, and Movement" - Commissioner Lumon May, District 3

That the Board amend it's action of April 6, 2017, approving to fund $1,500 for Eleanor Johnson's DansArtery to present the "Art of Dance-What's Hidden in the Figures" a Lecture Demonstration and "Roots, Rhythm, and Movement," from Commissioner Lumon May's 4th Cent TDT money to reflect that the $1,500 will come from Commissioner May's Discretionary Money since DansArtery isn't a 501(c)(3) corporation as originally thought, and approve a Purchase Order to be issued for this purpose.

[Funding: Fund 001 General, Cost Center 110101, Object Code 58201 Discretionary Money]

BACKGROUND:

On April 6, 2017, the Board approved Commissioner May's request to fund Eleanor Johnson's DansArtery in the amount of $1,500 to present the "Art of Dance-What's Hidden in the Figures" A Lecture Demonstration and "Roots, Rhythm, and Movement" to celebrate Black History in Downtown Pensacola from his 4th Cent TDT Money. However, DansArtery is not a 501(c)(3) organization so the funding source needs to be changed to Commissioner May's discretionary money.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2016-2017 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

Attachments

BCC Minutes April 6, 2017

ITEMS ADDED TO THE AGENDA – COMMISSIONER MAY – Continued

2. Recommendation: That the Board consider funding $1,500 to Eleanor Johnson's DansArtery to present the "Art of Dance-What's Hidden in the Figures," a Lecture Demonstration and "Roots, Rhythm, and Movement," from Commissioner Lumon J. May's 4th Cent TDT *(Tourist Development Tax)* money, and approve a Purchase Order to be issued for this purpose (Funding: 4th Cent Tourist Development Tax, Fund 108, Cost Center 360105, Object Code 58201).

   Approved 5-0

3. Recommendation: That the Board consider funding $1,000 for the Progressive Black Women Coalition, Inc., to fund their 2017 Rites of Passage Program, from Commissioner Lumon J. May's 4th Cent TDT *(Tourist Development Tax)* money, and approve a Purchase Order to be issued for this purpose (Funding: 4th Cent Tourist Development Tax Fund 108, Cost Center 360105, Object Code 58201).

   Approved 5-0

4. Recommendation: That the Board consider funding $1,000 for the Sisters Anointed to Lead Together, Inc., to host their 2nd Annual High Tea-A Mother's Day Extravaganza, from Commissioner Luman May's 4th Cent TDT *(Tourist Development Tax)* money, and approve a Purchase Order to be issued for this purpose (Funding: 4th Cent Tourist Development Tax Fund 108, Cost Center 360105, Object Code 58201)

   Approved 5-0

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board consider funding $1,000 to the Pillars of Promise in support of the planning, design work, and construction of the "Blake Doyle Skate Park," from Commissioner Jeffrey W. Bergosh's discretionary money, and approve a Purchase Order for this purpose (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

   Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12027 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/20/2017
Issue: Acquisition of Real Property For The Bristol Park - Ashbury Hills Area Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of Escambia County Code of Ordinances and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve or deny the following action regarding the acquisition of real property for the Bristol Park - Ashbury Hills Area Project:

A. Authorize the purchase of the following parcel in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value)
Musick, Kathy R.	10070 Bristol Park Road	0.6532 Acres	$227,000

B. Approve the Contract for Sale and Purchase for the acquisition of real property for the Bristol Park - Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

D. Authorize 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 without further action of the Board.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (of which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

BUDGETARY IMPACT:

Fund 352 “LOST III”, Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent for these purchases are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract - Musick
Aerial Map - Musick
Summary Appraisal - County Provided
Dec 8 BCC Mins

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Kathy R. Musick, a single woman, whose address is 10070 Bristol Park Road, Cantonment, Florida 32533 ("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 described in Exhibit A, together with all structures, fixtures, and improvements (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 _____, 2017.

2. PURCHASE PRICE; PAYMENT. The purchase price is Two Hundred Twenty-Seven Thousand Dollars ($227,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller' sole remedy under the Contract and Seller have no right of specific performance. If Seller fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from 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:
Kathy R. Musick
10070 Bristol Park Road
Cantonment, Florida 32533

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 Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the

provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from 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

D. B. Underhill, Chairman

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: S. West, Asst. County Atty.
Date: March 29, 2017

SELLER:

J. William
Witness

Terry W. Williams
Print Name

Bernie W Manning
Witness

Bernie W Manning
Print Name

Kathy R. Musick
Kathy R. Musick

Date: 3/24/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 day of March, 2017, by Kathy R. Musick,. She (__) is personally known to me, (✓) produced current Florida Driver License as identification.

Bernie W Manning
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

Exhibit "A"

Lot 4, Block C, Bristol Park, Unit II, a subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida according to plat recorded in Plat Book 14, Page 20, of the Public Records of said County.

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

10070 Bristol Park Road

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16154Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 10070 Bristol Park Road | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Kathy R. Musick | County Escambia
Legal Description Lt 4, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 7494, P 1395
Assessor's Parcel # 03-1S-31-1500-004-003 | Tax Year 2015 | R.E. Taxes $ 1,623.00
Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Current market value determination
Lender/Client Escambia County, Engineering Dept | Address 3363 W. Park Place, Pensacola, FL 32505
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [X] Yes [ ] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS); Listed for $229,000 on 2/5/2016; Sold 3/16/2016 for $220,000.

CONTRACT

I [ ] did [X] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
N/A

Contract Price $ N/A | Date of Contract N/A | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	60 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north, Beulah Road to west							500 High	55	Commercial	15 %
								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject neighborhood have been stable to slightly increasing during the last 24 to 30 months. This is supported by per unit price indications from closed sales transactions.

SITE

Dimensions Undetermined | Area 0.6532 Acres | Shape Wedge | View Interior
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] No | FEMA Flood Zone undetermined | FEMA Map # 12033C0290G | FEMA Map Date 9/29/2006
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 28 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/Unknown	Floors Lam&CT/Gd
# of Stories 1		[ ] Full Basement [ ] Partial Basement	Exterior Walls Masonry/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1997		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[X] Garage # of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck WdDk [X] Porch	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[ ] Pool [X] Other Sprinkler	[ ] Att. [ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 9 Rooms | 4 Bedrooms | 2 Bath(s) | 2,490 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Granite countertops, bullnose corners, high ceiling in living room/kitchen, ceiling fans, plant ledges, some crown molding, yard building.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe.

Uniform Residential Appraisal Report

SEM
File No. 16154Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 217,000 to $ 223,000 .

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	10070 Bristol Park Road Cantonment	655 Mohegan Circle Cantonment		2513 Marple Way Cantonment		697 Mohegan Circle Cantonment	
Proximity to Subject		3.5 miles north		0.75 mile north		3.5 miles north	
Sale Price	$ N/A		$ 233,500		$ 227,500		$ 247,500
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 98.11 sq. ft.		$ 90.85 sq. ft.		$ 95.19 sq. ft.	
Data Source(s)	Inspection	Closed MLS #497491		Closed MLS #479911		Closed MLS #492059	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional None	Conventional None		VA None		VA None	
Date of Sale/Time	N/A	07/29/2016		07/24/2015		07/12/2016	
Location	Bristol Park	Indian Lake		Glenmoor Trail		Indian Lake	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.6532 Acres	0.47 Acres		0.30 Acres		0.23 Acres	
View	Interior	Interior		Interior		Interior	
Design (Style)	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	19+/- Years	+/-3 Years		+/-13 Years		+/-4 Years	
Condition	Good	Very Good	-9,500	Good		Very Good	-9,500
Above Grade Room Count (Total / Bdrms. / Baths)	9 / 4 / 2	8 / 4 / 3	-3,000	8 / 4 / 3	-3,000	8 / 4 / 2.5	-1,500
Gross Living Area 55.23	2,490 sq. ft.	2,380 sq. ft.	6,100	2,504 sq. ft.	-800	2,600 sq. ft.	-6,100
Basement & Finished Rooms Below Grade	0 / 0	0 / 0		0 / 0		0 / 0	
Functional Utility	Typical	Typical		Typical		Typical	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		2 Car Garage	
Porch/Patio/Deck	Porch, Wd Deck	Porch,Cvrd Patio	-1,500	ScrnPorch,Patio	-1,500	Porch, Patio	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	Fence,Sprinkler	Fence, Sprnklr		Fence, Sprnklr		PrtFence,Sprnklr	1,000
Other	Yard Bldg	None	1,500	None	1,500	Yard Bldg	
Net Adjustment (Total)		☐ + ☒ -	$ 6,400	☐ + ☒ -	$ 3,800	☐ + ☒ -	$ 16,100
Adjusted Sale Price of Comparables		Net Adj. -2.7% Gross Adj. 9.3%	$ 227,100	Net Adj. -1.7% Gross Adj. 3.0%	$ 223,700	Net Adj. -6.5% Gross Adj. 7.3%	$ 231,400

SALES COMPARISON APPROACH

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Buyer, public records, PARMLS, Metro Market Trends

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Public records, PARMLS, Metro Market Trends

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	03/16/2016			
Price of Prior Sale/Transfer	$220,000			
Data Source(s)	Buyer, public records			
Effective Date of Data Source(s)	Current			

Analysis of prior sale or transfer history of the subject property and comparable sales The current buyer purchased the subject on March 16, 2016, in fully renovated condition for $220,000.

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 227,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 227,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

See Attached Addendum

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 227,000 **as of** October 21, 2016 **, which is the date of inspection and the effective date of this appraisal.**

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

   A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

   C. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

   E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

   F. Authorize staff to prepare contracts for consideration and final approval by the Board.

   Approved 5-0, Items A through F

   Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12090 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/20/2017
Issue: Escambia County Wind Speed Line Designations
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Discussion Concerning the Proposed Designation of Escambia County Wind Speed Lines - Tim Tolbert, Building Services Department Director.

BACKGROUND:

The Escambia County Wind Speed Line Designations Item was referred from the April 13, 2017, Committee of the Whole Workshop to be discussed at the April 20, 2017, Board of County Commissioners Regular Meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

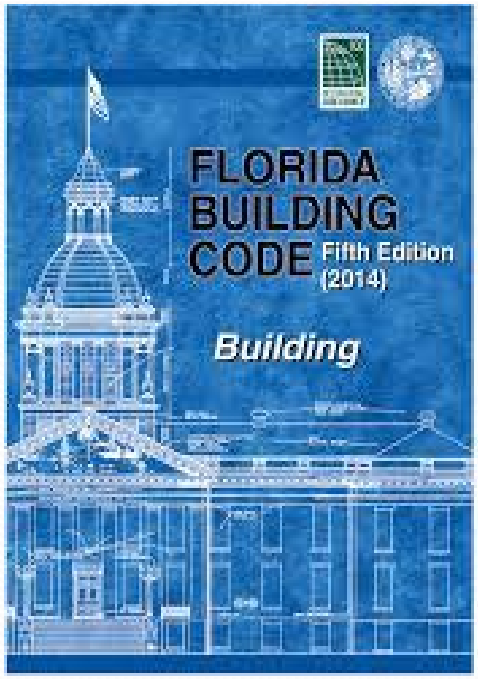
Wind Speed Line Designation - Slide Presentation
Proposed Wind Speed Lines - Category I

Proposed Wind Speed Lines - Category II & III

Proposed Wind Speed Lines - Category II & III - Health Facilities

Escambia County
Wind Speed Line Designation

Wind Speed Maps for Escambia County



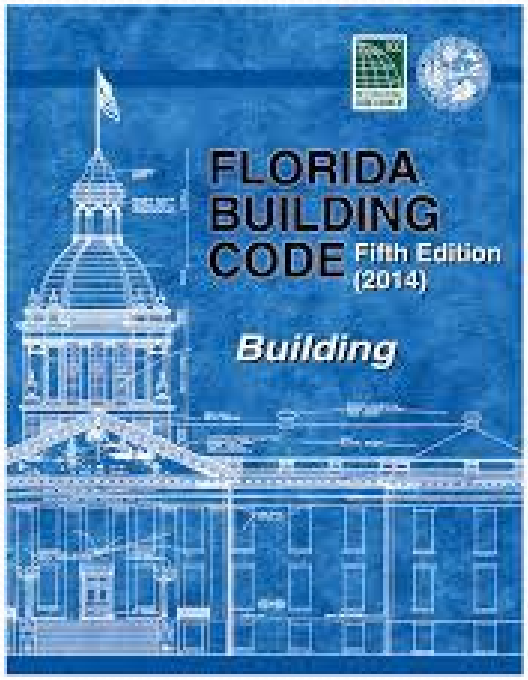
5th edition 2014 Florida Building Code (FBC) Section 1609 establishes wind resistance requirements for buildings and structures

FBC section 1609 changed in the 2010 (FBC) and remains in the current 2014 (FBC)

Earlier method: (V_{asd} nominal design wind speed)

Current method: (V_{ult} ultimate design wind speed)

Wind Speed Maps for Escambia County



FBC section 1609.3 requires local jurisdictions to establish <u>exact locations of wind speed lines by ordinance</u> using physical landmarks such as roads, rivers, canals and alike.

Wind Speed Maps for Escambia County

The 2014 Florida Building Code (FBC) contains 3 different wind speed maps. Each map is based on different risk categories.

Risk categories are related to degree of hazard to human life depending on a structures use or function.

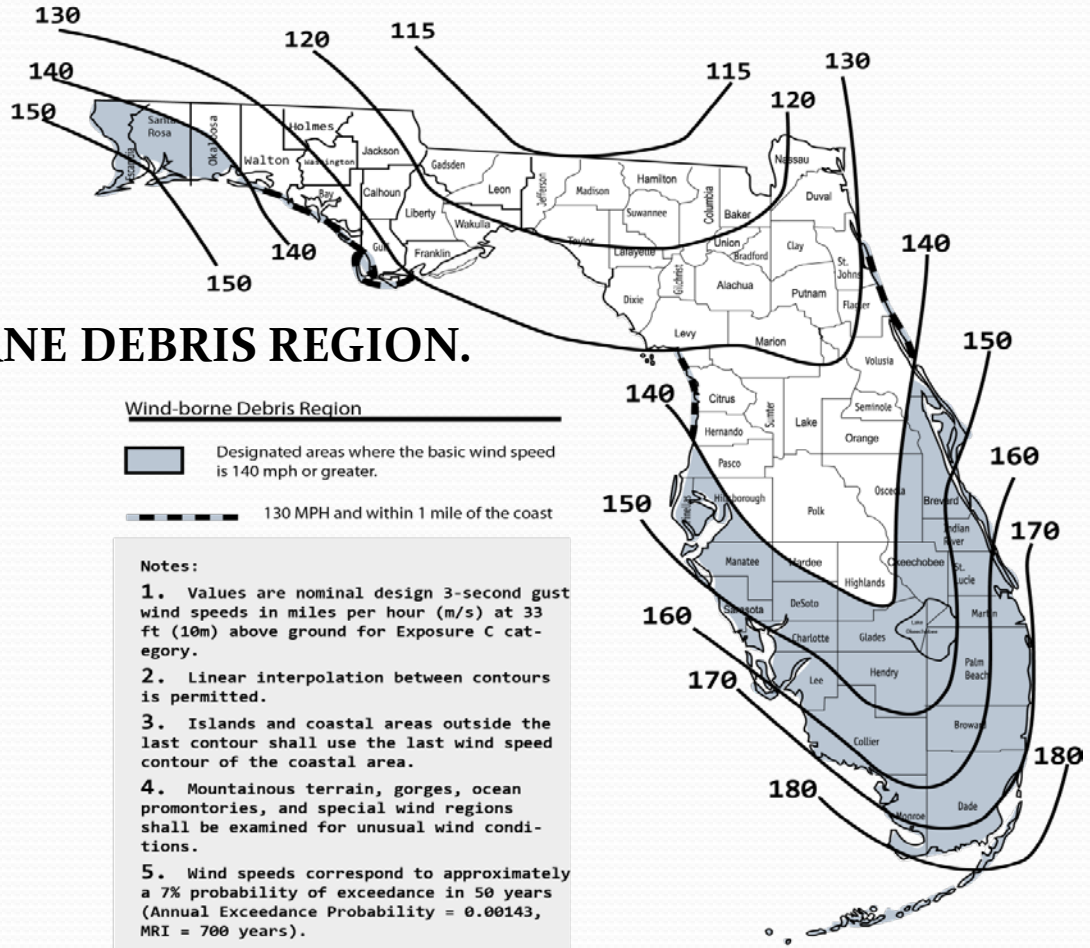
Category I Buildings – Agricultural Building, Temporary Facilities, Screen Enclosures and similar structures. (Low level of hazard to human occupants)

Category II Building – Single Family Homes, Office Buildings, Retail Stores and other similar buildings or facilities. (Moderate level of hazard to human occupants)

Category III Buildings – Public Assembly Buildings with 300 or more, Elementary Schools, Nursing homes 50 or more, Correctional Facilities and other similar buildings or facilities. (High level of hazard to human occupants)

Category IV Buildings – Buildings and Structures designated as essential such as: Hospitals, Fire, Ambulance and Police Stations, Structures for Power Generation and Potable Water operations. (High level of hazard to human occupants)

Wind Speed Maps for Escambia County



WIND-BORNE DEBRIS REGION.

Wind-borne Debris Region

Designated areas where the basic wind speed is 140 mph or greater.

130 MPH and within 1 mile of the coast

Notes:

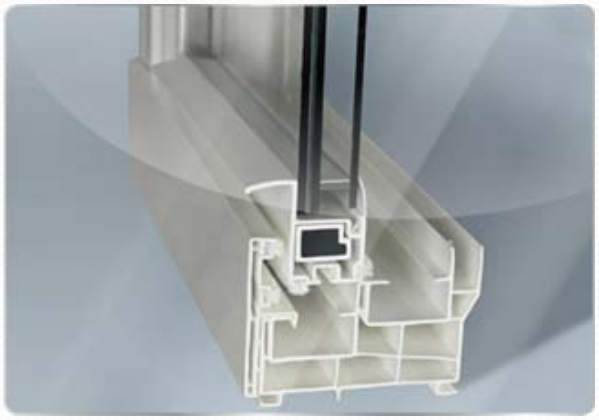
1. Values are nominal design 3-second gust wind speeds in miles per hour (m/s) at 33 ft (10m) above ground for Exposure C category.
2. Linear interpolation between contours is permitted.
3. Islands and coastal areas outside the last contour shall use the last wind speed contour of the coastal area.
4. Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.
5. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (Annual Exceedance Probability = 0.00143, MRI = 700 years).

Figure 1609A Wind-Borne Debris Region, Category II and III
Buildings and Structures except health care facilities

Wind Speed Maps for Escambia County

1609.1.2 Protection of openings.

In *wind-borne debris regions, glazing in buildings shall be impact resistant or protected* with an impact-resistant covering meeting the requirements of an *approved impact-resistant standard*





Wind Speed Maps for Escambia County

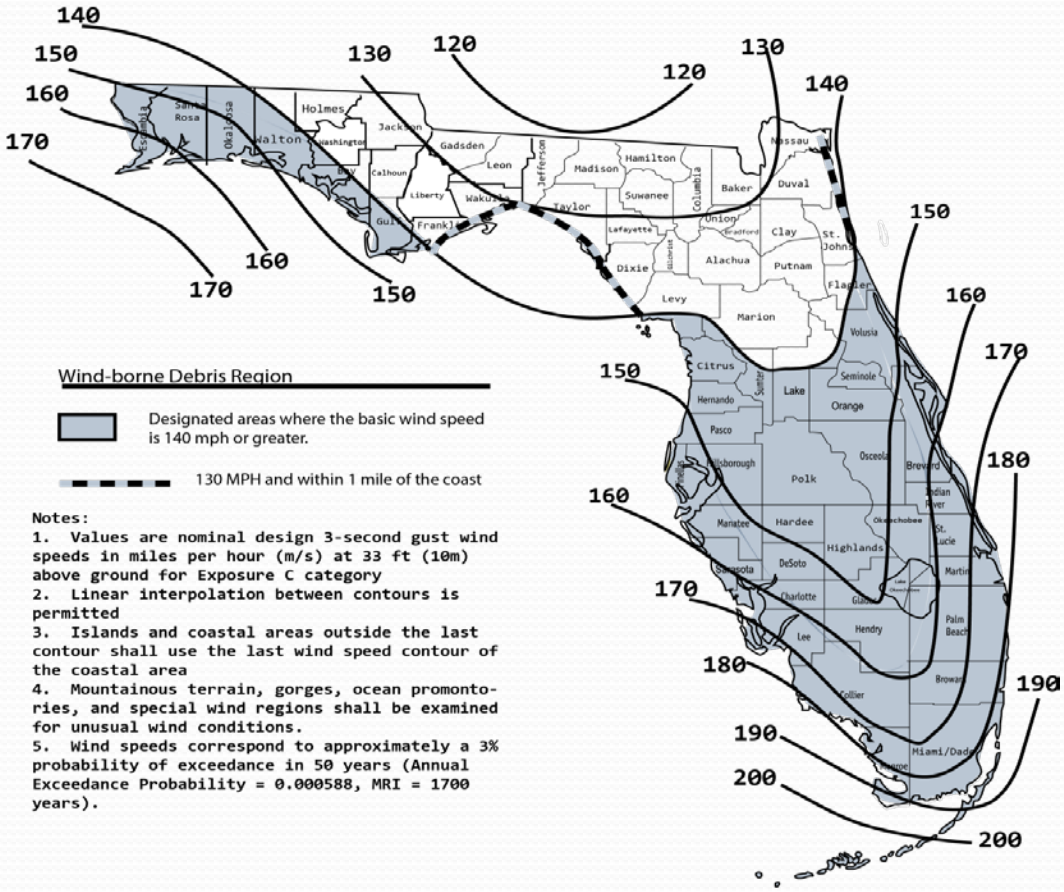
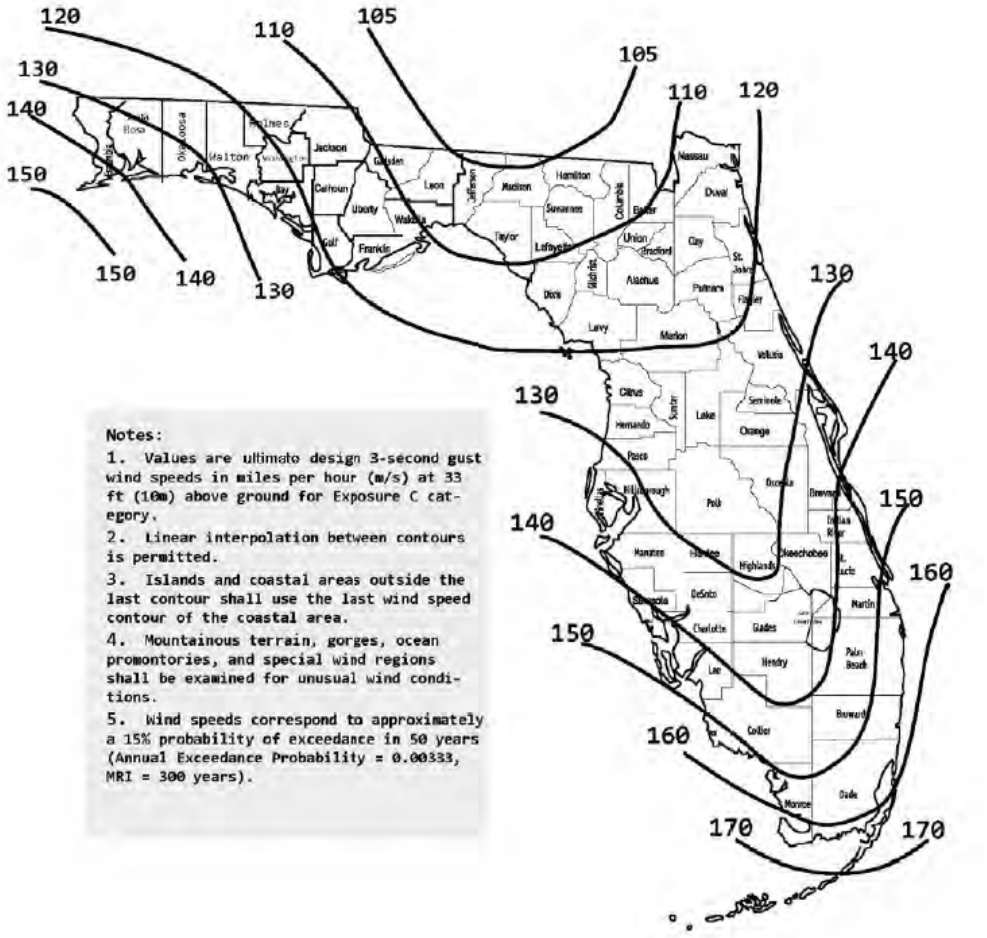


Figure 1609B Risk Category IV Buildings and Structures and Category III healthcare facilities

Wind Speed Maps for Escambia County



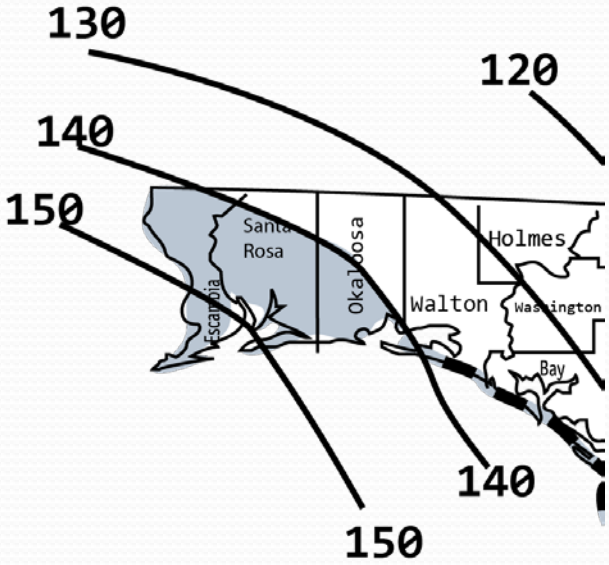
Notes:

1. Values are ultimate design 3-second gust wind speeds in miles per hour (m/s) at 33 ft (10m) above ground for Exposure C category.
2. Linear interpolation between contours is permitted.
3. Islands and coastal areas outside the last contour shall use the last wind speed contour of the coastal area.
4. Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.
5. Wind speeds correspond to approximately a 15% probability of exceedance in 50 years (Annual Exceedance Probability = 0.00333, MRI = 300 years).

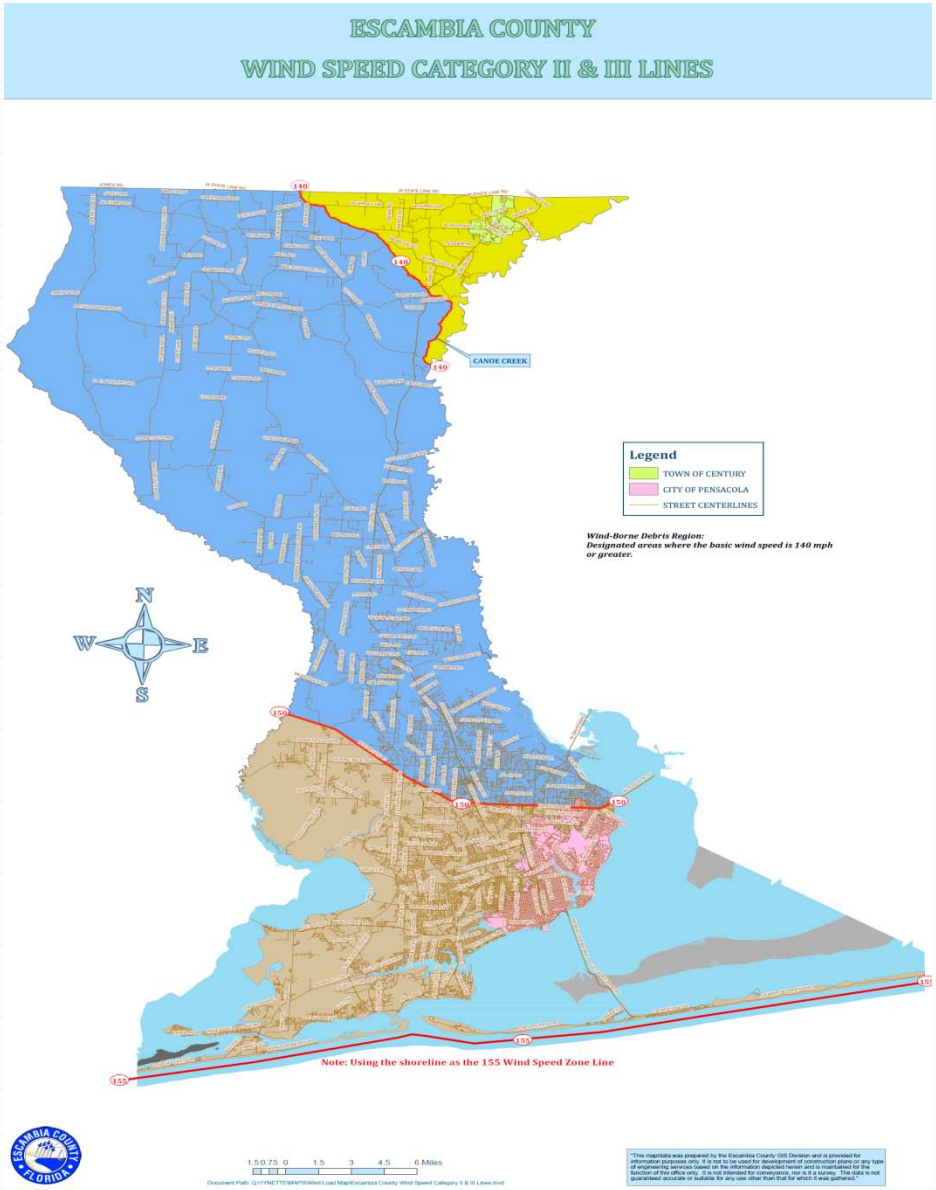
FIGURE 1609C
ULTIMATE DESIGN WIND SPEEDS, V_{ULT}, FOR RISK CATEGORY I BUILDINGS AND OTHER STRUCTURES

Wind Speed Maps for Escambia County

Category II & III Single Family Homes, Office Buildings, Retail Stores, Assembly Occupancies and other similar buildings.
Excluding Healthcare facilities

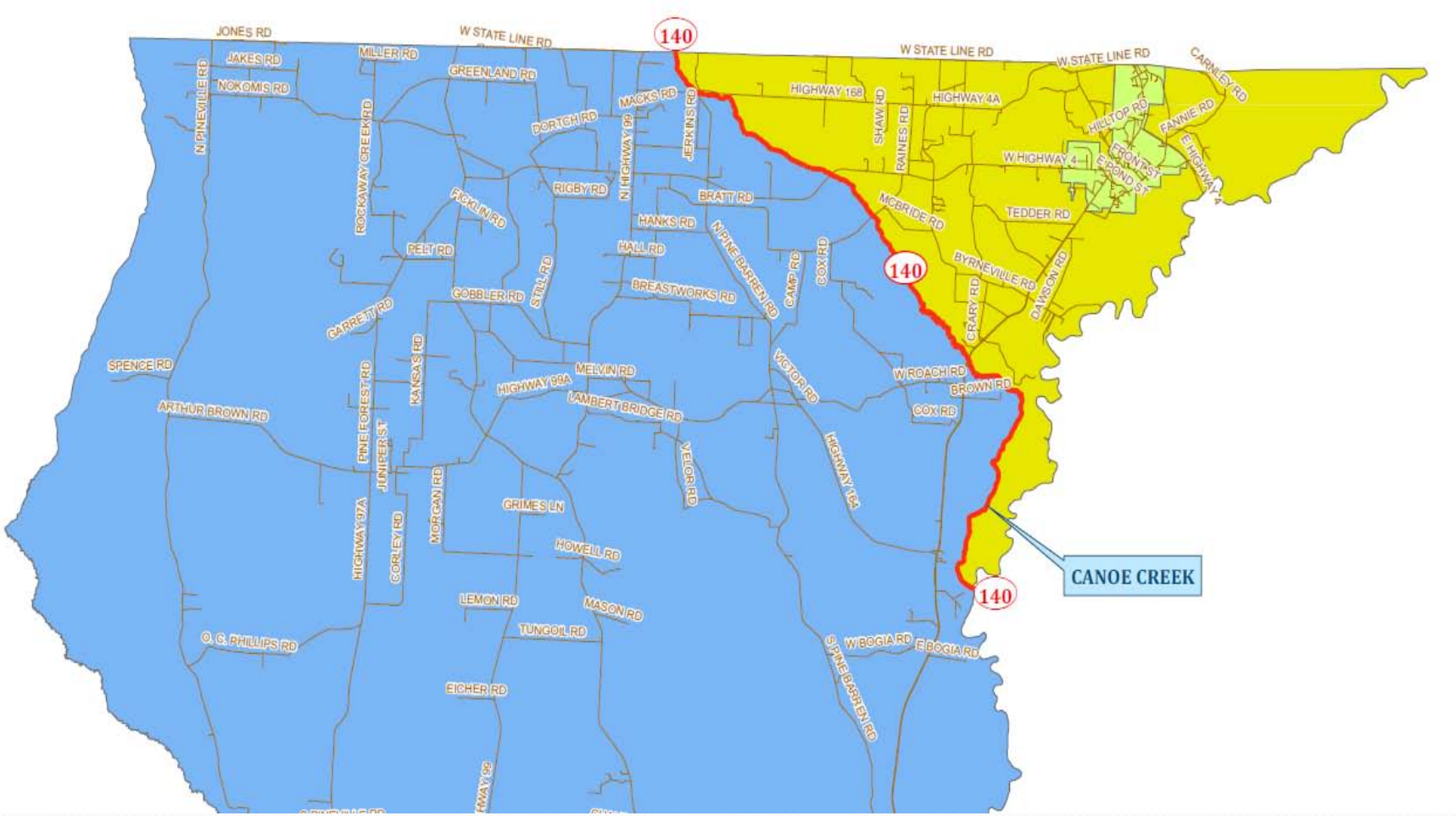


Wind Speed Maps for Escambia County



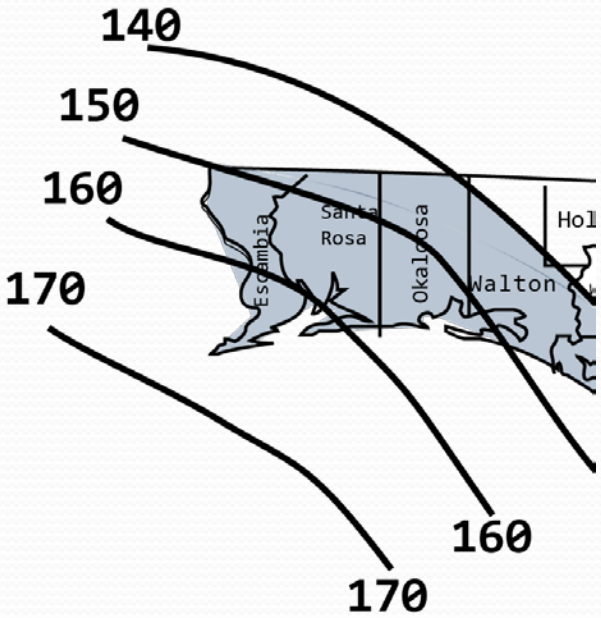
Wind Speed Maps for Escambia County

WIND-BORNE DEBRIS REGION

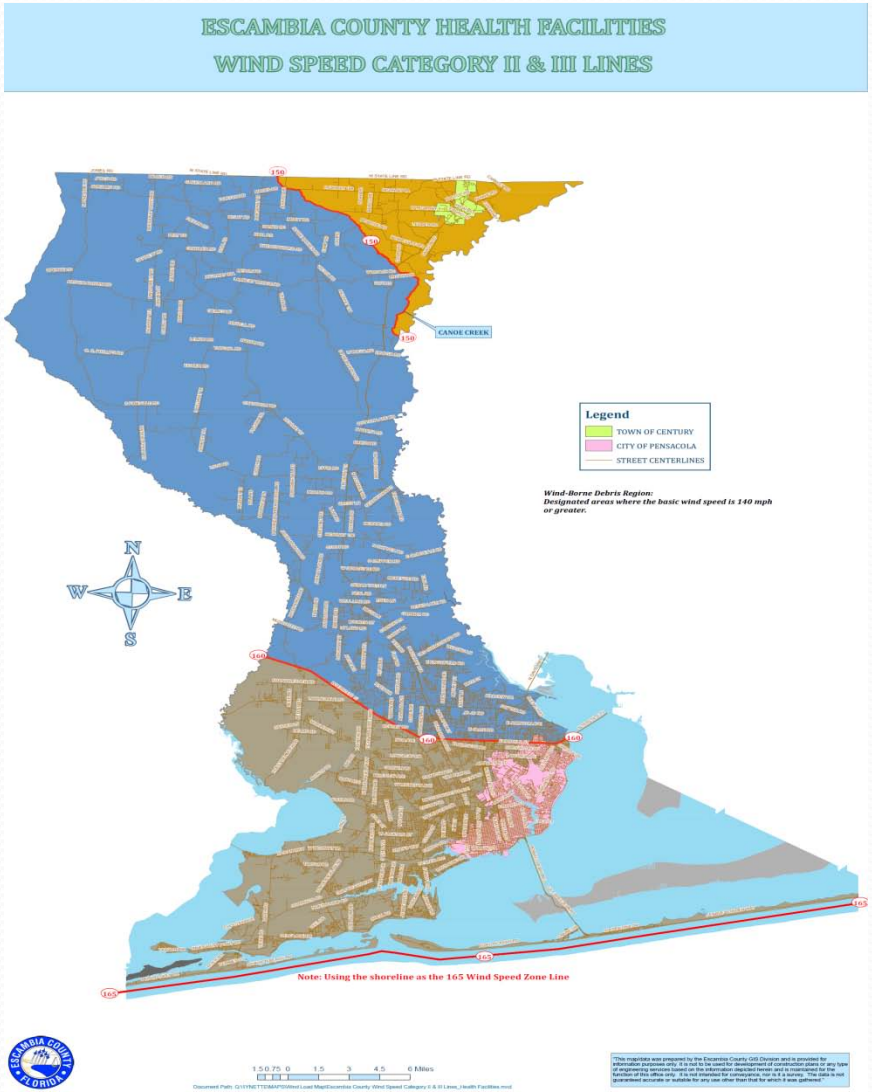


Wind Speed Maps for Escambia County

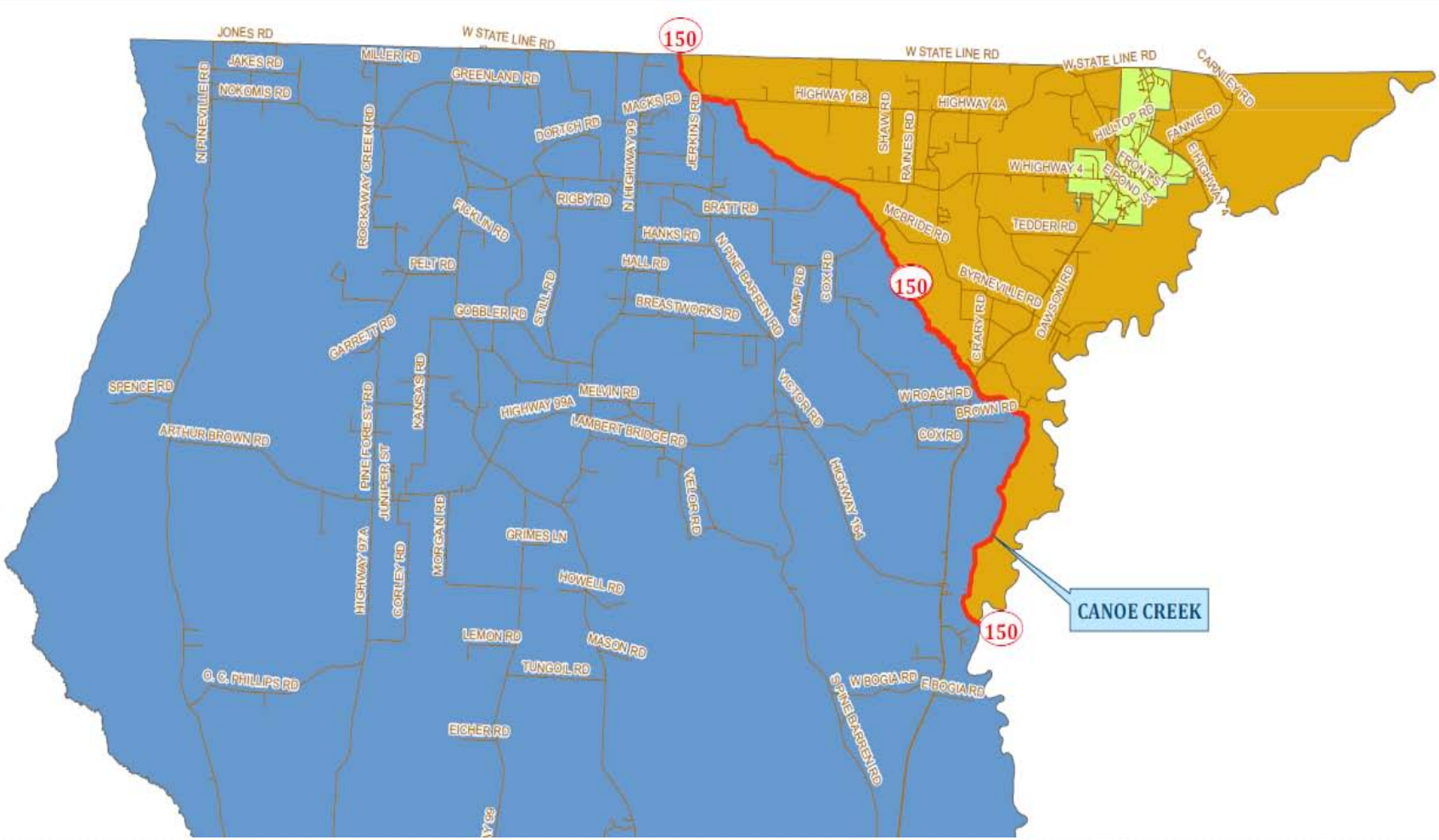
Category III & VI



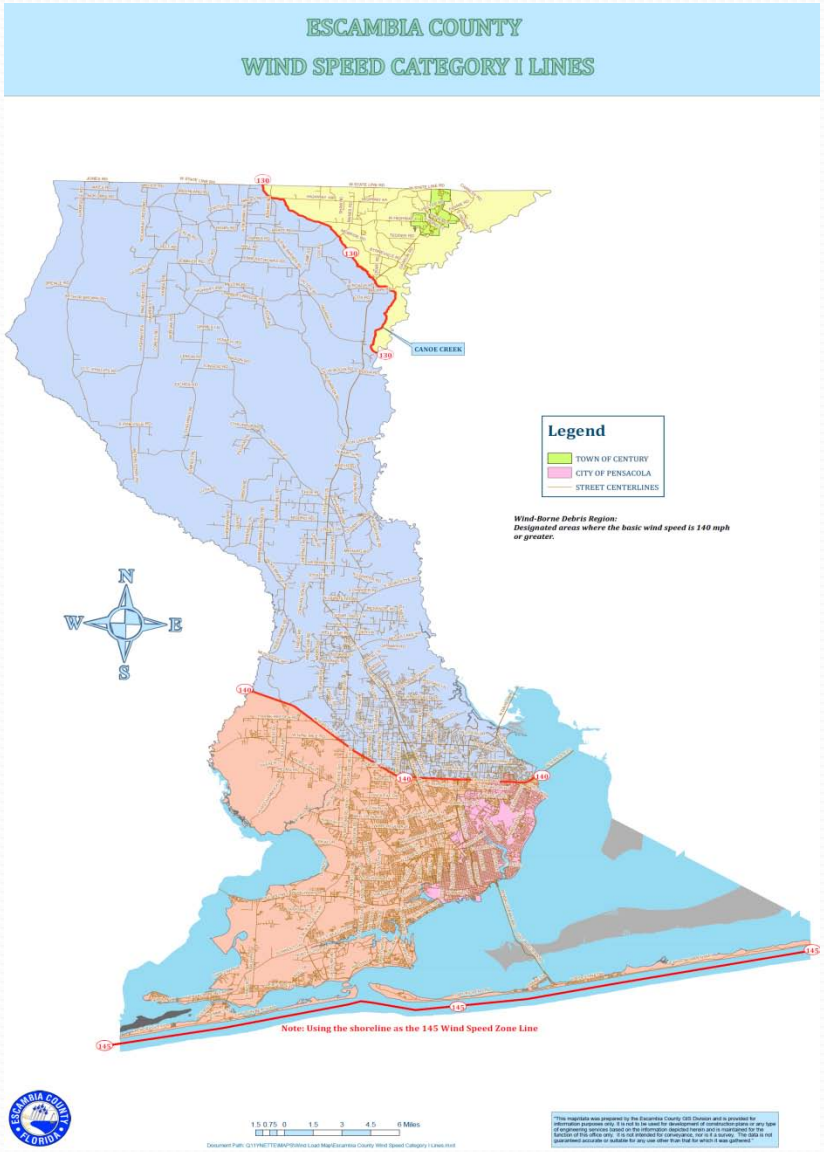
Wind Speed Maps for Escambia County



Wind Speed Maps for Escambia County



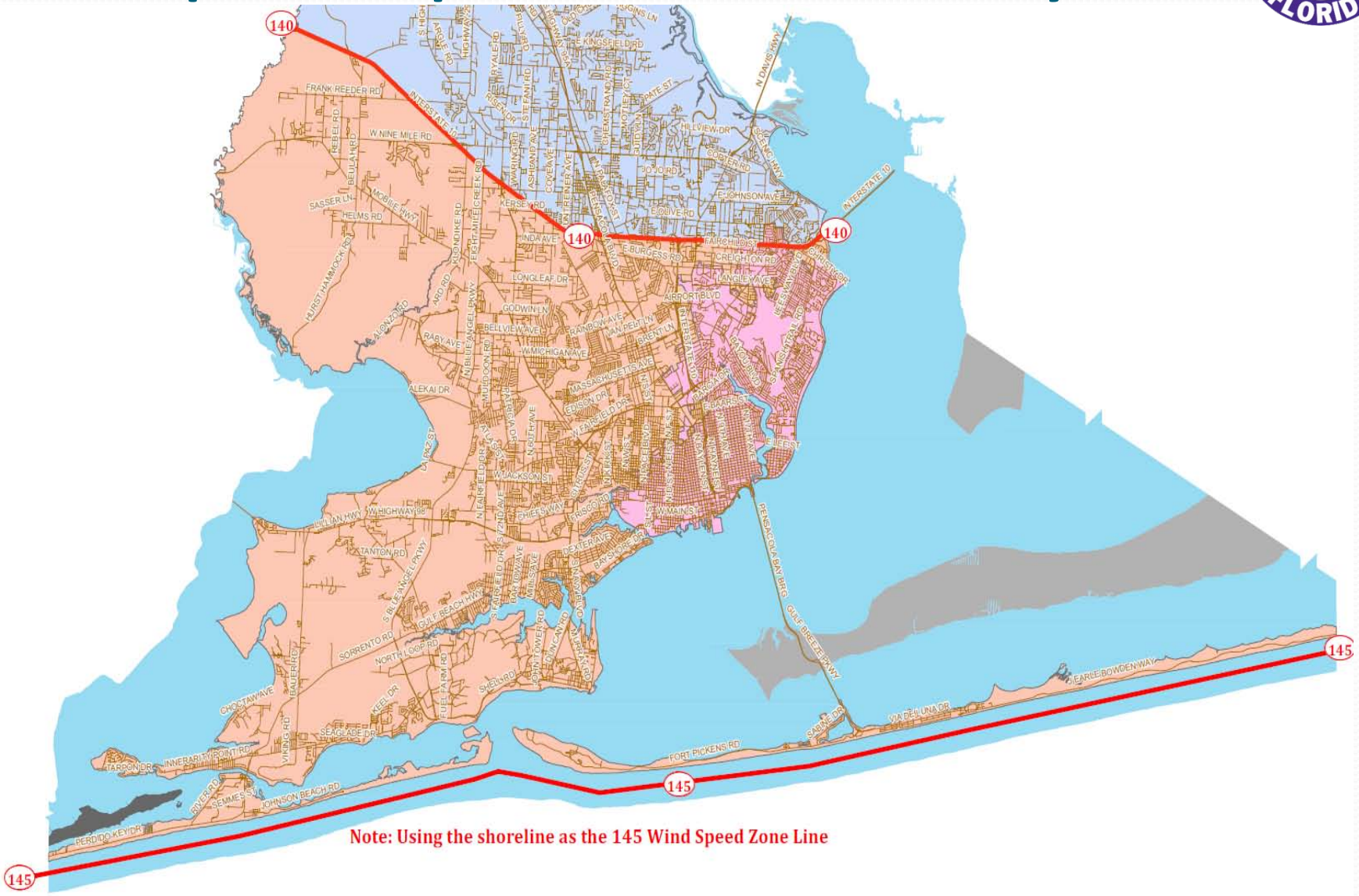
Wind Speed Maps for Escambia County



Wind Speed Maps for Escambia County



Wind Speed Maps for Escambia County



Wind Speed Maps for Escambia County

Design Pressure differences

City	V ASCE 7-05/2007 FBC	V ASCE 7-10 (est.)	Percent Difference in Comparable Design Pressures	
			Exp B Inland	Exp D[2,3] Coastal
Pensacola	140	155	-27%	-12%
Tampa	123	145	-17%	0%
Orlando	110	135	-10%	NA
Miami-Dade[1]	146	175	-14%[1]	+3%
Broward[1]	140	170	-12%[1]	+6%
Tallahassee	110	118	-31%	NA
Gainesville	100	125	-7%	NA
Jacksonville	120	125	-35%	-22%

Wind Speed Maps for Escambia County

The Saffir-Simpson hurricane wind scale establishes 5 strength categories for hurricanes

Saffir-Simpson Hurricane Scale wind speeds are not the same as wind speeds for structural design in the Florida Building Code.

Strength	Sustained Wind Speed (mph)*	Gust Wind Speed (mph)**	Pressure (millibar)
Category 1	74-95	89-116	>980
Category 2	96-110	117-134	965-979
Category 3	111-130	135-159	945-964
Category 4	131-155	160-189	920-944
Category 5	>155	>189	<920

* 1-minute sustained over open water

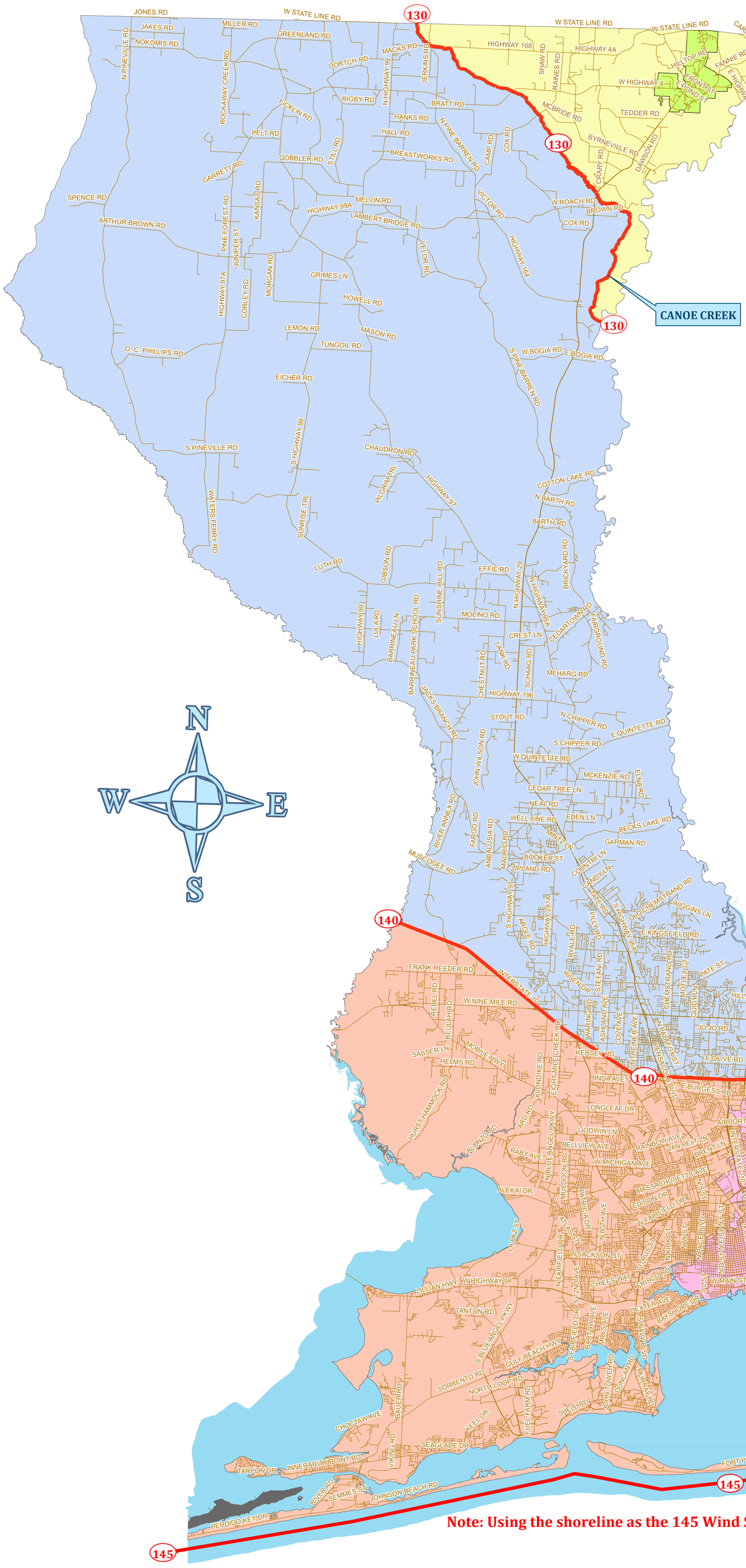
** 3-second gust over open water



Questions?

ESCAMBIA COUNTY

WIND SPEED CATEGORY I LINES



Legend

- TOWN OF CENTURY
- CITY OF PENSACOLA
- STREET CENTERLINES

Wind-Borne Debris Region:
Designated areas where the basic wind speed is 140 mph or greater.

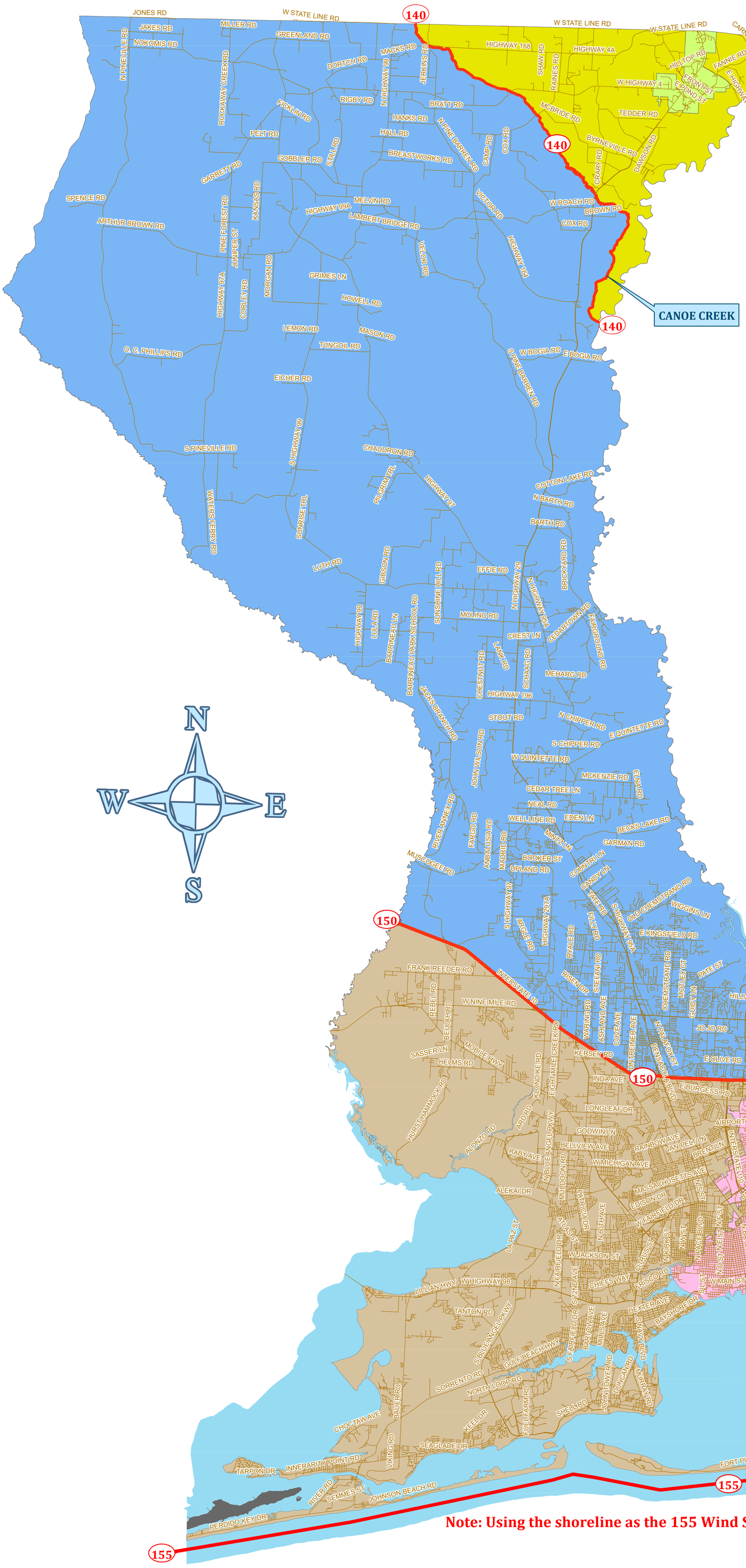
1.5 0.75 0 1.5 3 4.5 6 Miles

Document Path: Q:\1YNETTE\MAPS\Wind Load Map\Escambia County Wind Speed Category I Lines.mxd

"This map/data was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

ESCAMBIA COUNTY

WIND SPEED CATEGORY II & III LINES



Legend

- TOWN OF CENTURY
- CITY OF PENSACOLA
- STREET CENTERLINES

Wind-Borne Debris Region:
Designated areas where the basic wind speed is 140 mph or greater.

Note: Using the shoreline as the 155 Wind Speed Zone Line

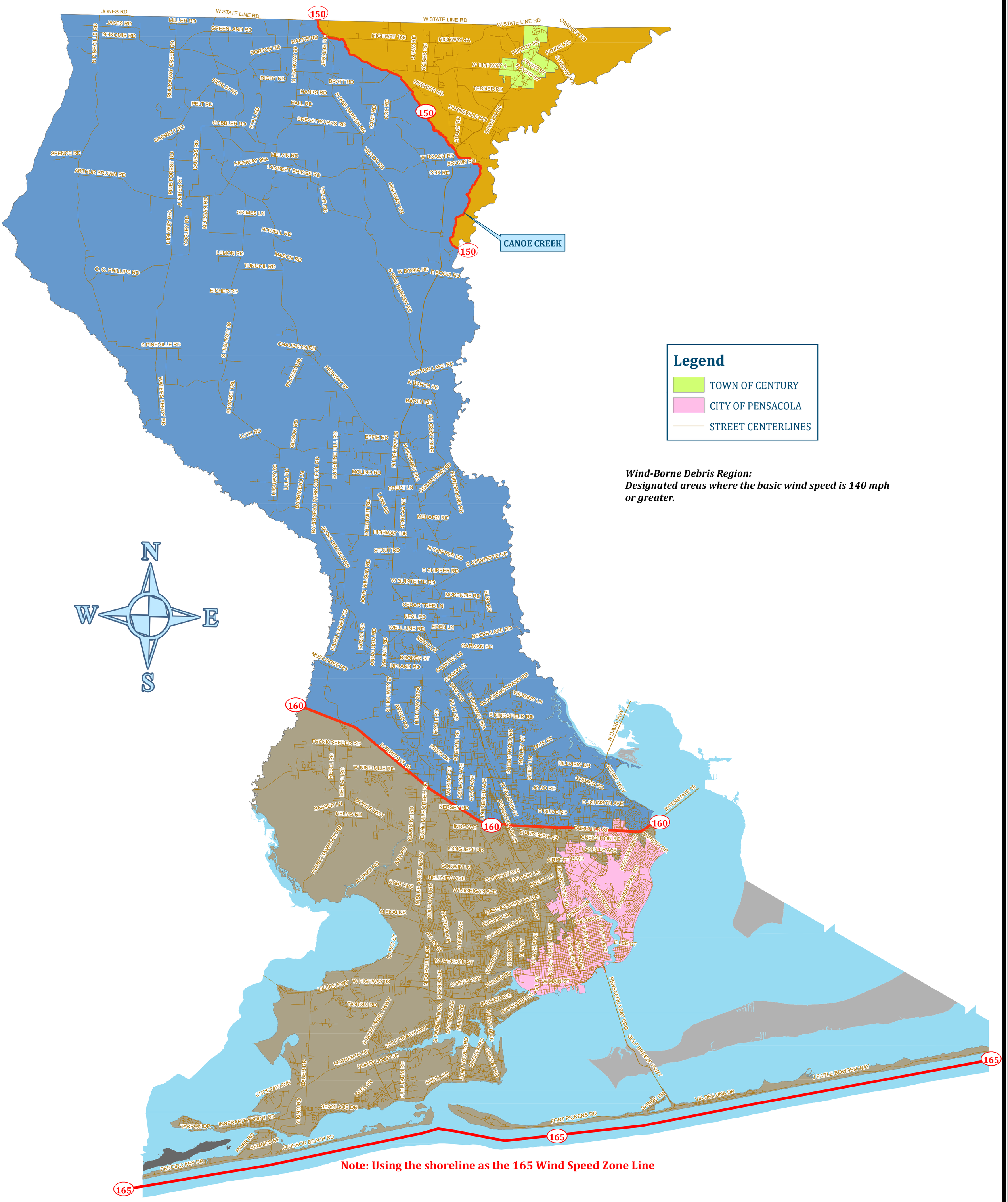
1.5 0.75 0 1.5 3 4.5 6 Miles

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ESCAMBIA COUNTY HEALTH FACILITIES

WIND SPEED CATEGORY II & III LINES



Legend

- TOWN OF CENTURY
- CITY OF PENSACOLA
- STREET CENTERLINES

Wind-Borne Debris Region:
Designated areas where the basic wind speed is 140 mph or greater.

Note: Using the shoreline as the 165 Wind Speed Zone Line

1.5 0.75 0 1.5 3 4.5 6 Miles

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"This map/data was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12091 **County Administrator's Report** **12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/20/2017
Issue: Revised County Vehicle Policy
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Discussion Concerning Revising the County Vehicle Policy - Joy D. Blackmon, P.E., Public Works Department Director

BACKGROUND:
The "Revised County Vehicle Policy" item was referred from the April 13, 2017, Committee of the Whole Workshop to be discussed at the April 20, 2017, Board of County Commissioners Regular Meeting.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Vehicle Policy 2

Board of County Commissioners
Escambia County, Florida

Title:	Vehicle Policy, Section II, Part B.23
Date Adopted:	July 24, 2003
Effective Date:	October 15, 2009, as amended
Reference:	
Policy Amended:	August 2, 2007; September 18, 2008, March 5, 2009, October 15, 2009

A. PURPOSE:

To establish a uniform and comprehensive policy for the acquisition, assignment, and use of vehicles owned and titled by the Escambia County Board of County Commissioners (BCC). Compliance with the provisions of this policy will ensure adequate and safe transportation for the performance of official business in the most cost-effective and efficient manner possible. This policy is not intended to be all encompassing. Issues not addressed in this policy may be governed by other means; however, no ~~Bureau~~ Department/Division policy/procedure may be less restrictive than this policy.

B. SCOPE:

This policy applies to all motorized passenger and service vehicles, as well as equipment operated both on and/or off the roadway, for which the BCC has responsibility, whether by ownership, lease, or rental agreement.

C. ORGANIZATION:

Vehicles are assigned to multiple Bureaus within Escambia County and, once assigned, are the sole responsibility of the ~~Bureau Chief~~ Department/Division Director. Maintenance, security, and daily operations of those vehicles are subject to local policies and procedures established by that ~~Bureau Chief~~ Department/Division Director, to be superseded only by policies under the signature of the County Administrator, the BCC, or other State or Federal law.

D. RESPONSIBILITIES:

1. ~~Bureau Chief~~ Department/Division Directors shall:

   a. Be ultimately responsible for the safe operation, assignment, and efficient utilization of assigned vehicles.

   b. Designate positions, which shall be eligible to operate a County vehicle, and submit those names, upon request, to Risk Management for annual Driver License checks.

c. Designate those positions within their organization, which will require possession of a valid Driver License to perform the essential functions of that job, taking prompt corrective action in the event the license is suspended.
d. Include all vehicle costs (less fuel and insurance) in the annual budget submission, in keeping with current budget guidance.

2. ~~Bureau Chief~~ Department/Division Directors with heavy equipment for Fleet vehicles shall:

a. Establish and enforce sound written policies and procedures governing the functions of key control, physical security, inventory management or other areas as may be required.

b. Monitor the program of scheduled maintenance for all vehicles, as established by the servicing maintenance facility or agency.

c. Provide and plan for the replacement of key equipment during periods of unscheduled maintenance to ensure sufficient operating capability of the ~~Bureau~~ Department/Division .

3. Human Resources shall:

a. Perform a Driver License check for all candidates for employment whose position requires a valid Driver License.

b. Promptly inform the necessary ~~Bureau~~ Department/Division if a candidate fails to meet minimum Driver License standards established by BCC policy.

c. Provide administration of the Board's Vehicle Policy.

4. Risk Management shall:

a. Perform annual Driver License checks on all employees submitted by the ~~Bureau~~ Department/Division whom the ~~Bureau Chief~~ Department/Division Director has determined must possess a valid Driver License as a function of their job.

b. Promptly inform the appropriate ~~Bureau~~ Department/Division of any employee who has failed to meet the minimum standards, as established by BCC policy, at any time since the previous check.

c. Maintain the record of all Driver License checks for a period of time consistent with County policy, State Statute, or other governing agency.

5. Public Works ~~Bureau~~ Department/Roads ~~& Bridges~~ Division shall:

a. Obtain license plates, property numbers, registration, and title for newly acquired vehicles.

b. Ensure current Accident/Insurance Identification cards are distributed to all County vehicles.

6. Vehicle Operators shall:

a. Be a County employee or contracted employee. Exceptions will be made only by the County Administrator or delegated authority.

b. Possess and maintain a valid Driver License approved for the appropriate class vehicle.

c. Maintain job-related driving certifications as may be required.

d. Adhere and conform to all traffic laws and be responsible for any citations issued by law enforcement authorities.

e. Use County vehicles only in the performance of County business and prohibit personal use of the vehicle except for approved commuting and for de minimis personal use.

f. Use County facilities for fuel, oil, and related services whenever possible.

g. Follow established accident-reporting procedures.

E. GENERAL

1. Purchasing and Replacement of Vehicles

a. The planned purchase of all vehicles and equipment shall be included and approved during the annual budget process. If an unbudgeted requirement exists, i.e. replacement of a damaged vehicle, the Budget Office shall be contacted to coordinate a budget amendment. Once approved, the ~~Bureau Chief~~ Department/Division Director shall submit a purchase requisition to the Purchasing Office to execute the purchase.

A task force, i.e., the Vehicle Review Committee, shall be established by the County Administrator to work in cooperation with the Purchasing Office to review and establish procedures for fleet acquisition and makeup, fuel usage, and vehicle replacement for Escambia County.

Prior to a planned vehicle purchase, all ~~Bureau~~ Department/Divisions shall consult the Vehicle Review Committee to discuss and determine the appropriate size, type, and fuel requirements of requested vehicles. This process is intended to promote the conformity of the County Fleet and produce an increase in fuel efficiency and vehicle utilization.

b. In order to purchase County vehicles and equipment in a more efficient and cost-effective manner, the criteria (Attachment 1) attached to this policy shall be employed by all County ~~Bureau~~ Department/Divisions when considering replacements for County vehicles or equipment. These criteria are intended to serve as methodology for need analysis when a vehicle replacement is requested, and to downsize vehicles when appropriate. In certain categories, sub-compacts and/or compacts shall replace full size units. Vehicles which primarily transport only one driver shall be downsized to smaller fuel efficient units at the time of replacement. The State Contract shall be utilized as a pricing guideline.

The County shall convert to alternate fuels when documented evidence confirms that savings will be realized by such a conversion.

c. If a vehicle is declared “Surplus” because it has exceeded its usable life due to age and/or mileage, or because the ~~Bureau~~ Department/Division has lost the authorization for that vehicle, it will be processed for disposal or sale per County policy. If it is determined that the vehicle remains a useable asset to the County, it may be reassigned to another ~~Bureau~~ Department/Division at the discretion of the County Administrator.

2. Assignment of Vehicles

Vehicles are approved for assignment to ~~Bureau~~ Department/Divisions at the discretion of the County Administrator, based on operational need as well as budgetary limitations. The ~~Bureau Chief~~ Department/Division Director may further assign a vehicle to primary use by a specific employee or it may remain as a "General Use" vehicle. The timeframe for which a vehicle is assigned may fall into one of three categories:

a. 24-Hour Assignment

1. An employee may be granted full-time use of a County vehicle provided that use is for County business only. Vehicles may be taken home if an employee is routinely subject to being "called out" on County business after normal duty hours. At no time will that vehicle be used for anything other than County business. For a vehicle to be permitted this assignment, full justification must be presented by the ~~Bureau Chief~~ Department/Division Director to the County Administrator for initial approval and then for renewal of the authorization at the beginning of each new fiscal year.

2. Based on availability and at the discretion/approval of the County Administrator, certain ~~Bureau Chief~~ Department/Division Directors or Division Managers in the Senior Management Service may be authorized a vehicle for daily County business. The provisions of paragraph E.2.b. "Duty-Only Assignment," below would apply. Furthermore, a ~~Bureau Chief~~ Department/Division Director or Division Manager may be permitted, with the approval of the County Administrator, to take a County vehicle to their Escambia County (EC) residence if they are subject to call-out. In this case, or any other exception, the other provisions of this policy remain applicable, including that which restricts the use of a vehicle to legitimate County business.

b. Duty-Only Assignment

In this category, vehicles are to be used during duty hours only, or for emergency use. Vehicles will be parked at the end of the work period at their designated work site on County property and/or an approved County parking site. If the designated work site is at a location other than the main office or regular parking site, the ~~Bureau Chief~~ Department/Division Director must certify in writing to the Human Resources Division Manager, with a copy to the Payroll Department, that the alternate work site location is commensurate with his/her geographic work zone and area of responsibility.

c. On-Call Assignment

Some employees are required to be "on-call" during non-duty hours. This category will apply to those who periodically "rotate" after-hour duties with other employees. During any non-duty time throughout their period of assignment as "on-call" employee, they may park their County vehicle at their Escambia County residence. ~~Bureau Chief~~ Department/Division Directors and Division Managers will ensure that those employees performing "on-call" duty are managed by a roster, with that roster being posted prominently and conspicuously. During periods in which these employees are not "on-call," the vehicle will be returned to County property.

3. Maintenance and Support

Regular maintenance, as well as unscheduled maintenance and associated support, will be conducted to the greatest extent possible at County or contracted facilities and agencies. ~~Bureau Chief~~ Department/Division Directors will ensure non-fleet vehicles such as sedans and light trucks are serviced and maintained in accordance with the manufacturer's specifications.

4. Personal Vehicles

Personal vehicles used in the performance of official County business require approval in advance by the ~~Bureau Chief~~ Department/Division Director, or designee. The employee may then submit a voucher in accordance with BCC and the Clerk of Circuit Court policy for reimbursement of allowable expenses. Employees who receive car allowances as compensation for use of their personal vehicles to conduct County business are required to maintain, at their expense, an insurance limit of $100,000 per person/$300,000 per accident or occurrence. ~~Bureau~~ Department/Divisions are responsible for verifying proof of insurance each year and submitting a copy to Risk Management.

5. Rental Vehicles

a. Rental vehicles shall be operated only by the renter and authorized driver as defined by the Rental Agreement.

b. The Collision Damage Waiver shall be included with the purchase of the Rental Agreement.

c. The renter and authorized driver as defined by the Rental Agreement shall maintain, on their personal auto policy, an insurance limit of $100,000 per person/$300,000 per accident or occurrence.

6. Use of County Vehicles

a. County vehicles will be utilized for County business only. They shall be operated only by County employees or contracted employees. Persons not employed by nor contracted by the County are not to be passengers of County vehicles unless approved in advance by the County Administrator or designee.

b. Incidental stops and de minimis personal use, e.g. fueling, restroom stops, lunch breaks, etc, may be necessary outside the course of County business. It is understood that these may occur from time to time, however, they should be for only short periods of time, along the normal route expected of that vehicle, and not account for mileage above that normally expected. *The Global Positioning System (GPS) installed on County vehicles shall be utilized in monitoring the activities of County vehicles/equipment, including location. Department Directors or their designee(s) will determine the geographical boundaries (Geo-fences) necessary for the location monitoring process in their respective areas of operation and ensure compliance.* Abuse of this provision may be interpreted as a misuse of County property and the employee will be subject to disciplinary action in accordance with County policy.

c. ***Engine Idling-*** *Except as otherwise provided in this subsection, an employee shall not idle the gasoline or diesel engine of a vehicle or equipment more than 10 consecutive minutes. The provisions of this section do not apply to the following vehicles/equipment:*

- *Emergency Vehicles—— Many of these vehicles have a large amount of auxiliary equipment charging and when electrical shore lines are unavailable extended idling is required to insure that the equipment is functional while not depleting the vehicles batteries. The following are examples of when these vehicles will be required to idle for extended periods of time: emergency scenes, training evolutions, to maintain an appropriate temperature for patient care in ambulances, ~~while in emergency mode or training situations.~~*
- *Vehicles observing manufacturer's recommendations for warm-up and shut down of heavy trucks/equipment.*
- *Vehicles traveling or stationary on a public right of way performing road maintenance in locations that warrant operation of safety lighting for long periods.*
- *Vehicles which must operate auxiliary equipment to perform a specific task for which it is designed—such as Asphalt Patch trucks, Aerial Lift trucks, Grapple trucks, Roll-Offs, etc.*
- *Vehicles in cue for loading and unloading of materials.*
- *Vehicles used to repair or maintain other motor vehicles, i.e., service trucks, tow trucks.*
- *Vehicles which must use peripheral electronics powered by the vehicle charging system for extended periods in the normal course of operations.*
- *Vehicles which must idle as a necessary part of maintenance, repairs or diagnostic procedures performed at a repair facility.*

Department Directors or their designee(s) shall monitor their respective vehicles/equipment through the GPS system and utilize reporting processes to ensure compliance with provisions of this policy.

d. ***Excess Speed-*** *Vehicle operators are to be aware of posted speed limits along travel routes and shall not exceed the posted speed by more than five (5) MPH for a period longer than three (3) minutes. If the flow of traffic is more than five (5) miles per hour over posted speed limit, vehicle operator should drive in "slow lane" while traveling to destination.*

e. The use of tobacco products of any kind in a County vehicle or equipment is prohibited. This prohibition includes cigarettes, cigars, and pipes as well as non-smoking materials such as chewing tobacco, snuff, etc.

f. Seatbelts will be used by the driver and all passengers when the vehicle is in operation.

7. Identification of County Vehicles

All County vehicles and equipment, except certain law enforcement vehicles and/or those designated by County Administrator, will be marked in a manner so as to readily identify them as property of Escambia County. Vehicles will utilize the appropriate license plate provided by the County. The Escambia County logo, as well as the property number, will be affixed to an outside surface of the vehicle in a manner to be prominently visible. ~~Bureau Chief~~ Department/Division Directors will determine, based on the vehicle type, the most effective locations to display these items. Magnetic or other removable markings are unauthorized and will not be used.

8. Security

   a. The security of County vehicles must be maintained at all times. When unoccupied, a vehicle will be secured by whatever means possible, depending on the vehicle or equipment type. If the vehicle has locking doors, they must be locked when the vehicle is unattended. Emergency and law enforcement vehicles are exempted, providing the ~~Bureau~~ Department/Division places alternative security measures in place which do not hamper operational requirements.

   b. Equipment and vehicles, which cannot be secured by means of a locking door, must be secured or rendered non-operative by some other means. Prime targets have been equipment operating on the roadside, in sand pits, or at road construction sites. If it is impractical to relocate heavy equipment to County property at the end of a work day, it will be moved to an approved area considered by the ~~Bureau Chief~~ Department/Division Director to be secure, i.e. lighted, observed, etc.

9. Overnight Parking

   a. The preferred site for parking all County vehicles shall be the employee's assigned work site. An employee's assigned work site may be remote and removed from the normal site for their classification/job series.

b. The County has designated and approved three other County sites that are available if unsafe conditions exist at the primary work site. The three approved sites are:

- Extension Services on Stefani Road
- Escambia County Sheriff's Substation on Gulf Beach Highway
- Downtown Garage on Baylen Street

c. Vehicles shall be parked and secured in accordance with Board Policy and IRS Regulations.

d. Unsafe conditions exist if, under the facts and circumstances, a reasonable person would consider the area unsafe. Factors to be considered as an indication whether it is unsafe is the history of crime, vandalism, and extreme flooding in the geographic area surrounding the employee's workplace.

e. Authorization to park a County vehicle overnight at one of the alternate sites (see E.9.b "Overnight Parking" above) may be requested via the ~~Bureau Chief~~ Department/Division Director through Human Resources, for recommendation, and forwarded to the County Administrator for a final determination.

AUTOMOBILES , LIGHT & HEAVY TRUCKS *CRITERIA FOR REPLACEMENT*		
CRITERIA:	**Autos/Light Trucks**	**Heavy Trucks**
Model Year	5 Years	5 Years
Mileage	75,000	100,000
Repair Cost	2/3 – Acquisition Cost	2/3 Acquisition Costs
SHORT LIST:		
Excessive repairs must exceed 2/3 acquisition cost.		
Must meet one (1) additional criterion.		
FINAL LIST:		
Vehicles will be evaluated on the basis of a graduated point scale. Any vehicle that meets or exceeds		
all of the above criteria will receive two (2) bonus points		
AGE:	**MILEAGE: (Percentage in excess of maximum/75,000)**	
5-7 Years =1 Point	0 – 10% = 1 point	
8-10 Years = 2 Points	11 – 20% = 2 points	
More than 10 Years = 3 Points	More than 21% = 3 points	
REPAIR COST: (Percentage in excess of 2/3 Acquisition Cost		
0 – 14% = 4 Points		
15 – 21% = 8 Points		
More than 30% = 12 Points		
POINT SCALE:		
0 – 7 Points – Minimum required for consideration.		
8 – 10 Points – Should be replaced.		
More than 10 Points – Priority Replacement		
EXAMPLE:		
Model: 1993 Ford R-10 Ranger	Age – 15 years = 3 Point	
Mileage: 85,350	Mileage – 14% = 2 Points (85,350-75,000=10,350/75,000)	
Repair Cost: $5,283	Repair Cost – 3% = 4 Points	
Acquisition Cost: $7,728	($5,283-$5,116=$167/$5,116=3%)	
2/3 Acquisition Cost: $5,116	Bonus Points (Met all criteria elements) = 2 Points	
	Total Points:11 Points (Priority Replacement)	

ATTACHMENT 1

Title:	Vehicle Policy, Section II, Part B.23 Appendix I – Public Safety
Date Adopted:	July 24, 2003
Effective Date:	October 15, 2009, as amended
Reference:	
Appendix Amended:	August 2, 2007, October 15, 2009

I. General

The following provisions are set forth to amend/clarify the BCC Vehicle Policy and are applicable only to Public Safety ~~Bureau~~ Department, its employees and vehicles and equipment assigned to that ~~Bureau~~ Department.

II. Use of County Vehicles

A. Due to the nature and mission of the Public Safety ~~Bureau~~ Department, vehicles operating on legitimate health or safety-related calls from that ~~Bureau~~ Department or upon the direction of a law enforcement authority, may travel beyond the boundaries of Escambia County without prior approval

B. All employees and approved volunteers/auxiliary personnel operating County vehicles such as ambulances, fire trucks or other similar emergency service vehicles will be current and qualified as an Emergency Vehicle Operations Course (EVOC) operator before assuming duties as an operator.

C. Auxiliary employees of the Emergency Medical Service (EMS) Division will abide by the terms and provisions of the Auxiliary Program as managed by the ~~Bureau Chief~~ Department/Division Director for Public Safety

D. During times of disaster, emergency, patient transfer or humanitarian assistance, it may be permissible for a non-County employee to ride in an emergency-service vehicle. Examples may include a family member during patient transport, or the transportation of a person, for valid reason, during hurricane relief efforts. The ~~Bureau Chief~~ Department/Division Director may approve these categorically in advance by written policy or procedure.

Title:	Vehicle Policy, Section II, Part B.23 Appendix II –Taxation for Personal Use
Date Adopted:	August 2, 2007
Effective Date:	October 15, 2009, as amended
Reference:	
Appendix Amended:	October 15, 2009

I. General

The following provisions are set forth to amend/clarify the BCC Vehicle Policy and are applicable only to the taxation of personal use of County vehicles. All BCC employees are subject to this policy except firefighters and sworn/certified law enforcement personnel.

II. Taxation for Personal Use of County Vehicles

A. See IRS Publication 15-B for the current calendar year for personal tax rates. The tax rate is based upon the employee's W-4 on file in the Payroll Department.

B. There is no taxable income associated with de minimis personal use of a County vehicle. This use would be defined as fuel stops, meal breaks while in transit, restroom breaks, and incidental use that has so little value that accounting for it would be unreasonable or administratively impractical.

C. All employees that receive a vehicle allowance shall complete a form entitled, Agreement for Vehicle Allowance, prior to receiving a payment of the allowance. Reimbursement for in-County travel and use of County fuel pumping stations are not allowed.

D. All employees that are assigned and drive a County vehicle on a regular basis shall complete a monthly log of all miles driven with a special denotation of any personal miles. A copy of this log shall be transmitted to the Payroll Department at the end of every month. There shall be no exceptions.

E. During a Declaration of an Emergency, the County Administrator may approve the suspension of some of the Policy provisions, but there may still be IRS tax consequences associated with vehicle use and fuel.

III. Computation of Imputed Income and Tax Methods

A. There are three provisions in the Vehicle Policy that could mandate imputed income for employees: 1. A vehicle is assigned to an employee and the employee has personal use of the vehicle. 2. An employee may have a vehicle available to them. 3. An employee receives a vehicle allowance.

B. Employees with an assigned vehicle shall receive imputed income and have tax withheld for use of a County vehicle. The Fair Market Value (FMV) is based upon the amount it would cost to purchase the assigned vehicle from a third party. The FMV is applied to a table provided by the IRS to calculate imputed income. Fuel is also taxed at 5.5% or the current rate set forth in IRS Publication 15-B, if greater, for all miles driven as based upon the odometer reading.

C. Vehicles that are not assigned, but are used by ~~Bureau~~ Department employees should record miles driven as directed by the ~~Bureau Chief~~ Department/Division Director. Should the employee's use of these vehicles be for a personal purpose, then these miles shall be forwarded to the Payroll Department along with all appropriate employee information and these miles will be taxed at the standard mileage rate set forth in IRS Publication 15-B for the current calendar year.

D. County Administrator, County Attorney, ~~Bureau Chief~~ Department/Division Directors, or Deputy ~~Bureau Chief~~ Department/Division Directors that receive a vehicle allowance in lieu of an assigned vehicle shall have the entire amount included as taxable income.

E. The mileage logs, maintenance records, and the vehicle are subject to audit by the Clerk of of the Court and the IRS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12094 **County Administrator's Report** **12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/20/2017
Issue: Leaders Library Card Challenge
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Leaders Library Card Challenge - Todd Humble, Library Services Department Director

That the Board authorize the creation of the new Library Card type “STUDENT CARD," the transfer $5,000 from reserves to the current Fiscal Year budget, and accept the Urban Library Council’s Leaders Library Card Challenge by signing the “commitment letter”.

BACKGROUND:

As of April 6, 2017, sixty (60) communities in the United States have taken the Urban Libraries Council Challenge to issue every K-12 student a public library card.

BUDGETARY IMPACT:

This amendment will not change the total amount in Library Fund (113), but does allocate library reserves to the current Fiscal Year budget. $5,000 is requested from library reserves to Fund 113/110501 – 54701.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Authorize "student card" creation with limited rules.

IMPLEMENTATION/COORDINATION:

Data file will be requested from school district for immediate creation of approximately 40,000 new student cards. Cards will be ordered and sorted for delivery to students in May 2017.

Attachments

The Leaders Library Card Challenge
Board Action Request
Other Libraries in Florida Taking the Challenge

URBAN LIBRARIES COUNCIL

The Leaders Library Card Challenge
Commitment Letter

INSTITUTE of Museum and Library SERVICES

April 2017

Count us in! We are committed to working together as part of The Leaders Library Card Challenge to ensure that every K-12 student in *Escambia County, Florida* has a library card and knows how to use it to access the learning resources available at their public libraries.

We look forward to strengthening our partnership to widen access to essential learning resources, begin to close achievement gaps, and build a foundation for sustained collaboration to improve education outcomes for all students in our community.

Sincerely,

D.B. Underhill, Chairman of Board of County Commissioners, date
Escambia County Board of County Commissioners

Malcolm Thomas

Malcolm Thomas, Superintendent of Schools, date
Escambia County School District

West Florida Public Libraries
Escambia County, FL

Todd J. Humble, Director of Library Services, date
Escambia County, Library Services Department
West Florida Public Libraries



To insure students always have access to our electronic resources, West Florida Public Libraries requests a new class of library card be created for the students of Escambia County Public Schools, Escambia County Homeschoolers, and other Escambia County K-12 educational institutions that wish to partner with us.

STUDENT CARD:

- Checkout limit to three (3) books (includes print and audio).
- No application and no parent/guardian signature required.
- No fines or fees are accessed.
- Student cards will be reactivated at the start of each school year for eligible students still in Escambia County schools.
- Students may also possess a juvenile resident card with parent/guardian signature for expanded materials access, but with our standard fines and fees structure.

Action request: Authorize the creation of the new Library Card type "STUDENT CARD", transfer $5,000 from reserves to the current Fiscal Year budget, and to accept the Urban Library Council's Leaders Library Card Challenge by signing the "commitment letter".

Fiscal Impact: This amendment will not change the total amount in Library Fund (113), but does allocate library reserves to the current Fiscal Year budget. $5,000 requested from library reserves to 113/110501 – 54701.

Future plans:

In order to insure new students entering into Escambia County Public Schools will have prompt access to the Escambia County Library Services at West Florida Public Libraries a future MOU for weekly additions will be sought. The school district stated that they have new students join the district rolls daily with as many as 5,000 new and unique students added from the start of a school year until the end.

As of April 6, 2017, sixty (60) communities in the United States have taken the Urban Libraries Council Challenge to issue every K-12 student a public library card. The attached report "Stepping up to the ConnectED Library Challenge" documents the efforts of these first 60 communities.

Orange County is currently the only nationally recognized Florida community to have met this challenge with Duval County known to be working towards this honor.

The deadline for the attached and required three-signature commitment letter is no later than April 28, 2017. There is no cost to receive this National recognition, just the simple commitment to work together for the betterment of our community.

To keep Escambia County's effort as a documentable Florida first, West Florida Public Libraries will issue physical library cards to all K-12 public school students. Another feature we will work towards thru a future MOU is that as new students enroll in Escambia County Public Schools each week the West Florida Public Libraries will issue these new enrollees a physical card as well. This initial implementation will utilize public record directory information.

The Jacksonville Public Library created the following rules for their student cards issued in partnership with Duvall County Public Schools. Duval County Public Schools has been sending specific grade levels to Jacksonville libraries as a fieldtrip as part of their commitment.

Student Card

All Duval County Public Schools (DCPS) students (Kindergarten through 12th Grade) will receive a student card account associated with their student ID through a partnership between JPL and DCPS. No physical card is issued with this type of account. The Student Card provides the following:

- Checkout limit of 3 books (includes print and audio)
- Access to all electronic and digital collections through the library's website
- May have a juvenile resident card in addition to the student card account
- No application and no parent/guardian signature required
- No fines or fees are assessed
- Account is activated for one school year and reactivated at the start of each school year for eligible students

Use of Library computers.

- Students may have a Juvenile Resident Card, in addition to the Student Card, following the standard application process.
- No application and no parent/guardian signature required on the Student Card.
- No fines or fees are assessed on the Student Card.
- Account is activated for one school year and reactivated at the start of each school year for eligible students

Orange County Library System created an online only Virtual Library Card as their student card:

- Card holder must be:
  - 17 years or younger
  - Resident of Orange County (*including* city of Winter Park and city of Maitland)
- Does not require parent/guardian signature