

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.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – July 26, 2012 – 5:30 p.m.

Governmental Complex – 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 to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation extending support and appreciation to Corporal Daniel Palmer, United States Marine Corps, for his service and sacrifice to his country, and joining the community in welcoming home Corporal Palmer, his wife, and two children;

B. Adopt the Proclamation proclaiming Saturday, July 28, 2012, as "Educate Yourself with the ADA Day" in Escambia County and extending greetings and best wishes to all observing the "Educate Yourself with the ADA" Celebration on Saturday, July 28, 2012;

C. Ratify the Proclamation dated July 9, 2012, extending a warm welcome to Imperial Potentate Alan Madsen upon the occasion of his visit to Escambia County, Florida; and

D. Ratify the Proclamation dated July 11, 2012, recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

7. Retirement Proclamations.

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

A. The Proclamation commending and congratulating Jorja L. Hardy, Human Resources Associate I, Solid Waste Management Department, on her retirement after 16 years of service;

B. The Proclamation commending and congratulating Paul B. Hybart, Field Supervisor, Solid Waste Management Department, on his retirement after 25 years of service;

C. The Proclamation commending and congratulating Vernon D. Kelly, Facilities Maintenance Program Manager, Public Works Department, on his retirement after 6 years of service;

D. The Proclamation commending and congratulating Rebecca M. Meadows, Office Support Assistant, Public Works Department, on her retirement after 44 years of service; and

E. The Proclamation commending and congratulating Linda P. Stewart, Criminal Justice Specialist II, Corrections Department, on her retirement after 27 years of service.

8. Written Communication:
 - A. May 11, 2012 - Communication from Richard Sjolander requesting waiver of penalties and interest, in the amount of \$1,319.45, accrued from failure to pay the MSBU Assessments on 110 Ariola Drive for the period of years following the purchase of the leasehold on the property in 2005.
 - B. July 2, 2012 - Email communication from John Davis requesting relief on the interest accumulation on two years (2009 and 2010) of unpaid MSBU Assessments on the property located at 810 Rio Vista Drive.
9. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

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.

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate three unnamed rights-of-way in National Land Sales Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate three unnamed rights-of-way in the National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West (approximately 152,175 square feet, or 3.49 acres), as petitioned by Terry M. Oswald:

- A. Approve the Petition to Vacate;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Terry M. Oswald owns property lying within or abutting the boundaries of the National Land Sales Subdivision as recorded in Plat Deed Book 102 at Page 600, and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West, as recorded in Plat Deed Book 85, at Page 220, of the public records of Escambia County, Florida. The National Land Sales Subdivision and the Subdivision of a Portion of Section 1, Township, 1 South, Range 32 West are located north of State Highway 90A (West Nine Mile Road) and west of Tower Ridge Road in the Beulah area. The petitioner is requesting that the Board vacate any interest the County has in two 30-foot-wide rights-of-way and one 15-foot-wide right-of-way of varying lengths (approximately 152,175 square feet, or 3.49 acres), abutting or lying within the boundaries of Petitioner's property.

11. 5:32 p.m. Public Hearing concerning adoption of a new Rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach).

Recommendation: That the Board take the following action concerning a new Rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach):

A. Adopt the Resolution establishing the new assessment methodology in the Santa Rosa Island MSBU and replacing the methodology established in Resolution R98-201, as follows:

- Maintaining the current residential rate of \$210.62 plus \$1.50 Per Parcel or \$212.12/Unit
- Commercial "Amusement" Category at \$0.0363/Sq Ft. plus \$1.50 Per Parcel
- Commercial "Bank" Category at \$0.128/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Church/Civic" Category at \$0.185/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Hotel/Motel" Category at \$0.065/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Office" Category at \$0.067/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Restaurant" Category at \$0.705/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Retail Center" Category at \$0.320/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Service Station" Category at \$0.128/Sq Ft. plus \$1.50 Per Parcel
- Commercial "Supermarket" Category at \$0.128/Sq. Ft. plus \$1.50 Per Parcel

B. Approve that the new rates will be effective October 1, 2012.

12. 5:33 p.m. Public Hearing concerning adoption of a Rate Resolution amending the Santa Rosa Island Fire Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach).

Recommendation: That the Board adopt the Resolution keeping the Fire MSBU at the current rates, as established in Resolution R2003-79, and making the following change:

- In the zero assessment category, removing the minimum criterion of property less than 875 square feet effective October 1, 2012
- Maintaining the residential rate of \$201.38/Unit
- Maintaining the Commercial rate of \$0.0726/Sq. Ft.
- Maintaining the Unimproved Property rate of \$63.84/Per Parcel plus \$0.03/Acre

13. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sunset Oaks Subdivision Street Lighting MSBU.

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

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

14. 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
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date July 20, 2012, in the amount of \$2,310,725.61;

B. The following two Disbursement of Funds:

(1) July 5, 2012, to July 11, 2012, in the amount of \$5,298,586.09; and

(2) July 12, 2012, to July 18, 2012, in the amount of \$3,492,775.38;

C. Budget Comparison Reports for nine (9) months, or 75%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of June 30, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of June 30, 2012; and

(3) General Fund, graph of two-year comparison of actual revenue vs. actual expenditures as of June 30, 2012; and

D. The Investment Report for the month ended June 30, 2012.

2. Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$464,650.11 in accounts receivable that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

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

That the Board accept, for filing with the Board's Minutes, two certified proofs of publication for advertisements published in The Escambia Sun-Press, LLC, on July 5, 2012, for unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller for cash bonds and overpayments, as provided to the Clerk to the Board's Office on July 10, 2012.

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

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

A. Approve the Minutes of the Regular Board Meeting held July 12, 2012;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 12, 2012; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 19, 2012.

GROWTH MANAGEMENT REPORT

1. I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 9, 2012

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on July 9, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-12 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.

Case No.:	Z-2012-12
Location:	Hanks Rd
Property Reference No.:	14-5N-31-2301-000-000
Property Size:	7.01 (+/-) acres
From:	P, Public District
To:	VAG-1, Villages Agriculture District
FLU Category:	REC, Recreational
Commissioner District:	5
Requested by:	Kale Schneider
Planning Board Recommendation:	Tabled to date uncertain
Speakers:	

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 9, 2012 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment (SSA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

4. 5:47 p.m. A Public Hearing Concerning the Review of a Large Scale Comprehensive Plan Amendment

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department Of Economic Opportunity (DEO), Comprehensive Plan Amendment (CPA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, August 9, 2012

A. 5:48 p.m. - A Public Hearing - Repeal and Replace Comprehensive Plan Ordinance 2012-18

B. 5:49 p.m. - A Public hearing - Comprehensive Plan Text Amendment (OBJ FLU 5)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning CRA Meeting Minutes May 17, 2012, and June 28, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the May 17, 2012, and June 28, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

2. Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

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

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

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department for two items of equipment, which are described and listed on the Disposition Forms, with reason for disposition stated. The items are to be declared surplus and/or properly disposed.

5. Recommendation Concerning Scheduling and Advertising the First of Two Public Hearings Considering an Ordinance to the Land Development Code - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two Public Hearings on August 9, 2012, at 5:31 p.m., to consider an Ordinance to the Land Development Code (LDC); amending Article 2 "Administration," to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District; amending Article 3 "Definitions," to add a definition for "overlay district;" and amending Article 6 "Zoning Districts," to delete the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district; and create the Warrington, Barrancas, Brownsville, Englewood and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amend the Scenic Highway Overlay District by simply relocating it within the Ordinance for clarity purposes.

6. Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. Delete the definition of "safety-sensitive position" in Section B.1.a;
2. Add the definition of "mandatory-testing" in Section B.1.a;
3. Change the period of time from "two (2) years" to "12 months" in Section D.1.c.;
4. Change the definition of "reasonable suspicion" in Section D.3.c.(1)-(6);
5. Add "Special Risk Job Classification Employees" in Section H.3.a.(1) and (3);
6. Add "Non-Special Risk Job Classification Employees" in Section H.3.b.(2); and
7. Replace, throughout the Policy, the wording "safety-sensitive" with "mandatory-testing"; and

B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices; and

C. Adopt the revised Policy.

7. Recommendation Concerning the Timeline for the Land Development Code (LDC) Rewrite - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board of County Commissioners review and approve the timeline for the Land Development Code (LDC) rewrite, as specified below:

Full Draft to LDC Advisory Committee	Wednesday August 15, 2012
Evaluations and Recommendation sent back to staff	Monday, October 1, 2012
*Revised Draft sent back to LDC Advisory Committee	Wednesday, October 31, 2012
Final Revision sent back from LDC Advisory Committee	Monday, November 5, 2012

***Contingent upon how extensive the recommendations are from the LDC Advisory Committee, staff will need a minimum of 30 working days to review, evaluate, and make the changes that are deemed necessary.**

8. Recommendation Concerning West Florida Public Library Long Range Plan One-Year Extension for Fiscal Year 2012-2013 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the one-year extension for Fiscal Year 2012-2013 of the five-year West Florida Public Library Long Range Plan, allowing the Library to operate under a current plan for State of Florida funding requirements while the recently-formed Blue Ribbon Task Force Committee completes the next five-year long range plan in 2013.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Grand Opening of the Marie K. Young Community Center and Park - Commissioner Marie K. Young, District 3

That the Board approve \$1,000 to provide refreshments for the Grand Opening of the Marie K. Young Community Center and Park on August 17, 2012.

2. Recommendation Concerning Supplemental Budget Amendment #199 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #199, Transportation Trust Fund (175) in the amount of \$25,282, to recognize insurance proceeds received for fire damage to a barn at the Roads Division, and to appropriate these funds back into the Roads Division Cost Center.

3. Recommendation Concerning Supplemental Budget Amendment #204 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Other Grants and Projects Fund (110) in the amount of \$39,651, to recognize proceeds from a State of Florida Division of Emergency Management (FDEM) Federally-Funded Subgrant Agreement, and to appropriate these funds for the purpose of enhancing the security at the Public Safety Facility Campus.

4. Recommendation Concerning Star Lake-Belle Meadow Group Resurfacing – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.038, “Star Lake-Belle Meadow Group Resurfacing”, to Roads, Inc., of NWF, for a total amount of \$1,176,708.09.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

5. Recommendation Concerning Conveyance of Real Property Located at 2615 North 6th Avenue to A.M.R. at Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to A.M.R. at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Declare surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

B. Adopt the Resolution authorizing the conveyance of this property to A.M.R. at Pensacola, Inc.;

C. Approve the sale price of \$1,257.90, plus closing costs for the 2615 North 6th Avenue property; and

D. Authorize the Chairman to execute the Resolution and all documents related to the sale.

6. Recommendation Concerning the Purchase of Cisco Data Center and Network Infrastructure Equipment - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of Cisco data center and network infrastructure equipment including server hardware, video teleconferencing equipment, network switch replacements and upgrades, and Voice over IP (Voice over Internet Protocol) telephone components, in the amount of \$395,834.07, from Technology Integration Group, formerly Wavenet Technologies, Inc., by piggybacking off the State of Florida Contracts #250-000-09-1, #880-000-09-1, #730-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

[Funding: Fund 001, General Fund, Cost Centers 270102, 270103]

7. Recommendation Concerning the Purchase of Real Property Located at 3826 and 3828 Frontera Circle from Javed Ashraf - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of two parcels of real property (totaling approximately 0.08 acres), located at 3826 and 3828 Frontera Circle, from Javed Ashraf:

A. Authorize the purchase of two parcels of real property (totaling approximately 0.08 acres) from Javed Ashraf for the negotiated amount of \$15,000 for each parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of two parcels of real property (totaling approximately 0.08 acres), located at 3826 and 3828 Frontera Circle; and

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

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

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to slum conditions and severe blight. Escambia County has conducted multiple refuse 'clean-sweeps' through the neighborhood. There have been numerous code violations with current outstanding liens, and the neighborhood is a focal point for rampant illegal activities. Meeting in regular session on August 18, 2011, the Board approved, as part of a Community Revitalization Plan, a Recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within this neighborhood. The two parcels specified within this Recommendation are part of this plan.

8. Recommendation Concerning Crescent Lake Neighborhood Enhancement Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Crescent Lake Neighborhood Enhancement Plan:

A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) Policy requirements; and

B. Approve implementation of the Neighborhood Enhancement Plan, which includes installation of traffic calming devices at the following locations:

1. Clearwater Avenue, from Michigan Avenue to Artesian Way – 3 tables;
2. Glass Drive, from Michigan Avenue to Rainbow Avenue – 4 tables; and
3. Empire Drive, from Michigan Avenue to Rainbow Avenue – 3 tables.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

The Crescent Lake Neighborhood Watch Group requested that County Traffic staff resolve traffic issues within the Crescent Lake area. Residents primarily targeted the issues of speeding, cut-through traffic, and vehicles running stop signs within the subdivision. Community meetings were held with County staff and neighborhood residents to develop a proposed Neighborhood Enhancement Plan, which incorporates the installation of ten, strategically-placed traffic calming measures throughout the Crescent Lake area.

9. Recommendation Concerning Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for the Southwest Escambia County Sports Complex Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for the Southwest Escambia County Sports Complex Project, Contract PD 10-11.029:

A. Approve Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 10-11.029), for the Southwest Escambia County Sports Complex Project, to revise Contract retainage provisions to stipulate that at the County's discretion, 5% of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 352, "LOST III", Cost Center 350228, Object Code 56301, Project #08PR0102 and Fund 352, "LOST III", Cost Center 350235, Object Code 56301, Project #11PR1172]

Meeting in regular session on April 21, 2011, the Board awarded the bid and Contract for PD 10-11.029, construction of the Southwest Escambia County Sports Complex ("Project") to Panhandle Grading & Paving, Inc. Following this action, the County and Panhandle Grading & Paving, Inc., mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10% retainage to be held through 100% completion of the Project. This Project is on approximately 200 acres on Bauer Road and will house multiple lighted baseball, softball, soccer, and football fields, an open play area, walking trails, playground, covered pavilions, and ample parking.

The intent of this Recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10% to 5% over the duration of the Project. The 5% retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of the contractor's work. It should also be noted that this Project is covered by a 100% Performance and Payment Bond.

10. Recommendation Concerning Group Dental Contractual Services and Claims - Ron Sorrells, Human Resources Department Director

That the Board takes the following action concerning PD 02-03.61, Group Dental Contractual Services and Claims:

A. Approve extending the Delta Dental Insurance Company Contract for one year from October 1, 2012, through September 30, 2013, to provide dental insurance contractual and claims service, with no increase in administrative service fees or benefits. The annual premium amount is not to exceed \$70,000 for administrative services and \$600,000 for claims;

B. Approve Amendment #3 to the Dental Administration Services Contract between Delta Dental Insurance Company and Escambia County, which changes the verbiage to state that an employee can receive two cleanings anytime during a calendar year versus two cleanings during a year as long as they are six months apart, along with adding an additional cleaning for pregnancies; and

C. Authorize the County Administrator to sign Amendment #3.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Codes 53101 & 53401]

11. Recommendation Concerning the Flexible Benefits Plan Administrative Services - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Flexible Benefits Plan Administrative Services:

A. Approve the Agreement for Group Flexible Benefits Plan with Lockard & Williams to provide Flexible Benefits Plan Administrative Services, from October 1, 2012, through September 29, 2013. The cost is reduced from \$3.85 per participant, per month, to \$3.50 per participant, per month; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: 501, Internal Service Fund, Cost Center 150107, Object Code 53101]

12. Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance, Long Term Disability Insurance, and Life Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Award a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2012, to September 30, 2013, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare, and Group Rx for retirees who are Medicare-eligible;

B. Approve the employee and retiree health insurance premiums. Attachment 1 shows premiums reflecting a \$20 discount for employees who do not smoke; Attachment 2 shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

C. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA coverage and pay a one-time start-up fee of \$22 for each new employee who enrolls in the HSA; the \$600 deposit will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost is included in the total cost estimate;

D. Approve the Disability Insurance Renewal letter for an extension with Madison National Life Insurance (Madison National Life Insurance is the carrier and National Insurance Services administers the plan) for Voluntary Long Term Disability Insurance at the current rate until October 1, 2014;

E. Approve a one-year extension with The Standard Insurance Company with no premium increase until September 30, 2013; and

F. Authorize the County Administrator to sign the Employer Application, the 2012 Medicare Renewal Contract for Blue Cross Blue Shield of Florida, and the National Insurance Services letter of renewal.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108 (Medical) 150110 (Life), Object Code 54501]

13. Recommendation Concerning Commercial Sign Grant Funding Agreement for 847 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 26, 2012, 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 Funding Agreement for the property located at 847 North Navy Boulevard:

A. Approving the Commercial Sign Grant Funding Agreement between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$945, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for repainting the overhang and sign pole; and

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

14. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 847 North Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following July 26, 2012, 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 Facade Grant Funding and Lien Agreements for the property located at 847 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,261, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior and replacing a wooden door; and

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

15. Recommendation Concerning a Change Order to Cameron-Cole for 603 West Romana Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #16, to install 12 to 17 In-situ Bioreactors (ISBR), relating to the Contamination Remediation System at the former Escambia County Mosquito Control Facility at 603 Romana Street, as specified in the Remedial Action Plan related to the Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection.

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$85,876.29
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street
Contract:	PD 06-07.038
PO No.:	291405-16
CO No.:	16
Original Award Amount:	\$59,218.82
Cumulative Amount of Change Orders through CO #16	\$643,115.57
New Contract Total:	\$702,334.39

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI), 2007 CDBG, Cost Center 220555, Object Code 53101, in the amount of \$43,407.11, and NEFI 2011 CDBG, Cost Center 220439, Object Code 53101, in the amount of \$42,469.18]

16. Recommendation Concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management Federally-Funded Subgrant Agreement, Contract Number 12-DS-40-01-27-01-XXX:

A. Approve the Contract allocating Grant funding, in the amount of \$39,651, for the period September 1, 2008, through November 30, 2012, to install a security fence around the rear perimeter of the Public Safety Facility;

B. Authorize the Chairman or Vice-Chairman to sign the Grant Contract; and

C. Authorize the County Administrator to execute any subsequent documentation in support of the implementation of this Grant.

[Funding: Fund 110, Other Grants and Projects, Cost Center to be assigned]

17. Recommendation Concerning the Change Order #1 to Tanktek, Inc., dba EnviroTek, for Completion of the Beulah Landfill Remedial Action Plan (RAP), and Emergency Repairs, as a Result of the June 9, 2012, Rain Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Purchase Order 121134, to Tanktek, Inc., dba EnviroTek, in the amount of \$144,509.82, to complete the Beulah Landfill Remedial Action Plan (RAP), from the Florida Department of Environmental Protection (FDEP), and emergency repairs incurred as a result of the June 9, 2012, Rain Event:

Department:	Solid Waste Management	
Division:	Waste Services	
Type:	Addition	
Amount:	\$144,509.82	
Vendor:	Tanktek, Inc., dba EnviroTek	
Project Name:	Beulah Landfill Remedial Action Plan Phase I	
Contract:	PD 11-12.008	
PO:	121134	
Change Order No.:	121134-1	
Original Award Amount:		\$186,012.00
Cumulative Amount of Change Orders through this CO:		\$144,509.82
New P.O. Total:		\$330,521.82

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601, Repairs and Maintenance]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Authorization of Overtime Pay for John S. Dosh

That the Board adopt the attached resolution authorizing overtime pay for John S. Dosh for time worked on behalf of Suwannee County following Tropical Storm Debby.

15. Items added to the agenda.
16. Announcements.
17. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2968

Proclamations 6.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Adoption/Ratification of Proclamations

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

- A. Adopt the Proclamation extending support and appreciation to Corporal Daniel Palmer, United States Marine Corps, for his service and sacrifice to his country, and joining the community in welcoming home Corporal Palmer, his wife, and two children;
- B. Adopt the Proclamation proclaiming Saturday, July 28, 2012, as "Educate Yourself with the ADA Day" in Escambia County and extending greetings and best wishes to all observing the "Educate Yourself with the ADA" Celebration on Saturday, July 28, 2012;
- C. Ratify the Proclamation dated July 9, 2012, extending a warm welcome to Imperial Potentate Alan Madsen upon the occasion of his visit to Escambia County, Florida; and
- D. Ratify the Proclamation dated July 11, 2012, recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

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

PROCLAMATION

WHEREAS, in 2008 Daniel Palmer left the family masonry business in Milton to join the military. He was 22 years old and chose the Marines because he heard they were tough; and

WHEREAS, two years after joining the United States Marine Corps, Corporal Daniel Palmer was sent to the battlefield in Afghanistan to serve his country; and

WHEREAS, on March 20, 2010, Corporal Daniel Palmer stepped on an improvised explosive device in the Afghan city of Kes and suffered extensive combat-related injuries. Explosives were blown all the way up his right side. His right foot was gone and his eardrum was perforated, to name a few of his injuries; and

WHEREAS, even though he was in shock, Corporal Palmer's first thoughts were to protect his troops; and

WHEREAS, Corporal Daniel Palmer has endured more than a year of medical rehabilitation at Bethesda and Walter Reed Hospitals. He has a long road to recovery, but he believes there's a reason he's on this journey; and

WHEREAS, Corporal Daniel Palmer is a true American hero. He and his family are returning home to Santa Rosa County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its support and appreciation to Corporal Daniel Palmer, United States Marine Corps, for his service and sacrifice to his country, and joins the community in welcoming home Corporal Palmer, his wife, and two children.

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

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: *Ernie Lee Magaha
Clerk of the Circuit Court*

Deputy Clerk

Dated: July 26, 2012

PROCLAMATION

WHEREAS, the Americans with Disabilities Act (ADA) was passed 22 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

WHEREAS, Escambia County, Florida, affirms the principles of equality and inclusion for persons with disabilities, as set forth in the State of Florida's Constitution, Article I, Section II, and as is embodied in the ADA, the laws of the State of Florida and the Ordinances of Escambia County; and

WHEREAS, numerous organizations in Escambia County and Northwest Florida work with constituents and communities to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA; and

WHEREAS, July 28, 2012, "Educate Yourself with the ADA" will celebrate the passage and accomplishments of this historic civil rights act, at 9:00 a.m., at the University of West Florida Student Commons Auditorium, in Pensacola, Florida.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Saturday July 28, 2012, as

"Educate Yourself with the ADA Day"

in Escambia County and extends greetings and best wishes to all observing the "Educate Yourself with the ADA" Celebration on Saturday, July 28, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson IV, District Four

Kevin W. White, District Five

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Deputy Clerk

Adopted: July 26, 2012

PROCLAMATION

WHEREAS, in July during the 2012 Imperial Session held in Charlotte, North Carolina, Alan W. Madsen was elected Imperial Potentate of Shriners International, making him the highest-ranking Shriner in the world; and

WHEREAS, Imperial Potentate Madsen was raised to a Master Mason in Charlotte, North Carolina. He is also a member of the Charlotte York Rite and Scottish Rite bodies. He joined Oasis Shriners in 1981, was appointed to the Oasis Divan in 1992, and served as the Potentate in 2000. He is a member of the Oasis Marching Patrol, the Royal Order of Jesters, and the Order of Quetzalcoatl; and

WHEREAS, Imperial Potentate Madsen currently serves as Chairman of the Revenue Cycle Committee for Third Party Pay and serves on the Research East-West Shrine Game, Investments, Information Services, and Special Projects/Fundraising Committees; and

WHEREAS, Imperial Potentate Madsen has served on numerous committees for Shriners Hospitals for Children. He has also served as Chairman of Educational Seminars, Fraternal Strategic Planning, Salaried Personnel and Retirement, and the Shrine Futures Study; and

WHEREAS, Imperial Potentate Madsen is a Certified Personnel Consultant. He serves on the Advisory Board for Branch Bank & Trust Corporation and has been a member of several professional and civic organizations.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Imperial Potentate Alan Madsen upon the occasion of his visit to Escambia County, Florida.

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



Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV
District Four

Kevin W. White, District Five

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Doris Harris
Deputy Clerk

PROCLAMATION

WHEREAS, for 66 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and

WHEREAS, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and

WHEREAS, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and

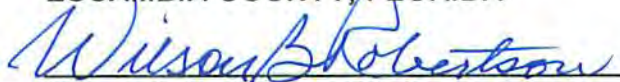
WHEREAS, since inception the "Blue Angels" have performed for more than 500 million fans; and

WHEREAS, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and

WHEREAS, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

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



Wilson B. Robertson, Chairman
District One

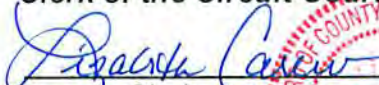
Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**


Deputy Clerk

Dated: July 11, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2945

Proclamations 7.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Adoption of Retirement Proclamations

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

- A. The Proclamation commending and congratulating Jorja L. Hardy, Human Resources Associate I, Solid Waste Management Department, on her retirement after 16 years of service;
- B. The Proclamation commending and congratulating Paul B. Hybart, Field Supervisor, Solid Waste Management Department, on his retirement after 25 years of service;
- C. The Proclamation commending and congratulating Vernon D. Kelly, Facilities Maintenance Program Manager, Public Works Department, on his retirement after 6 years of service;
- D. The Proclamation commending and congratulating Rebecca M. Meadows, Office Support Assistant, Public Works Department, on her retirement after 44 years of service; and
- E. The Proclamation commending and congratulating Linda P. Stewart, Criminal Justice Specialist II, Corrections Department, on her retirement after 27 years of service.

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

Retirement Proclamations 072612

PROCLAMATION

WHEREAS, Jorja L. Hardy worked as a County employee very faithfully for 16 years, retiring as a Human Resources Associate 1 with the Solid Waste Management Department;

WHEREAS, she came to Escambia County in 1995 from Eagle Travel, where she was employed as a Full Charge Bookkeeper of Quality Control;

WHEREAS, Jorja began her career with Escambia County as an Accounting Clerk, advanced to Dispatch Clerk, and most recently served in the position of Human Resources Associate 1 with the Solid Waste Management Department;

WHEREAS, she served on various committees, including but not limited to: Wellness, Benefits, Annual Leave Donation and Sick Leave, keeping abreast of the issues and changes affecting her fellow employees; and

WHEREAS, she participated in process improvement for the development of various administrative tasks for the good of the County, and has been an example of exceptional customer service.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Jorja L. Hardy for 16 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 26, 2012

PROCLAMATION

WHEREAS, Paul B. Hybart worked as a County employee very faithfully for 25 years, retiring as a Field Supervisor with the Solid Waste Management Department;

WHEREAS, he came to work for Escambia County after having been self-employed as a Heavy Equipment Mechanic for Hybart's Truck Repair;

WHEREAS, he began employment with Escambia County in January 1987 as a Temporary Diesel Mechanic and advanced to a Full Time Diesel Mechanic seven months later;

WHEREAS, Paul was instrumental in the transformation of the Material Recovery Facility from a dual stream to a single stream recycling facility;

WHEREAS, the utilization of his mechanical skills, and the implementation of his often original ideas have proven to be of great significance and benefit to the operation of the Material Recovery Facility; and

WHEREAS, his light-hearted humor oftentimes sent a breeze of laughter for all to enjoy and will be missed by those who have had the opportunity to work with him.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Paul B. Hybart for 25 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 26, 2012

PROCLAMATION

WHEREAS, Vernon D. Kelly worked as a County employee very faithfully for 6 years, retiring as a Program Manager, Facilities Maintenance with the Public Works Department, Facilities Maintenance Branch.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Vernon D. Kelly for 6 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 26, 2012

PROCLAMATION

WHEREAS, Rebecca M. Meadows worked as a County employee very faithfully for 44 years, retiring as an Office Assistant with the Public Works Department, Infrastructure Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to f Rebecca M. Meadows for 44 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 26, 2012

PROCLAMATION

WHEREAS, Linda P. Stewart worked as a County employee very faithfully for 27 years, retiring as a Criminal Justice Specialist II with the Corrections Department, Community Corrections Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Linda P. Stewart for 27 years of faithful and dedicated service as a County employee.

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

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: July 26, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2884

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Written Communication - Richard & Elsa Sjolander

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

May 11, 2012 - Communication from Richard Sjolander requesting waiver of penalties and interest, in the amount of \$1,319.45, accrued from failure to pay the MSBU Assessments on 110 Ariola Drive for the period of years following the purchase of the leasehold on the property in 2005.

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

Written Communication Request - Sjolander



RECEIVED
MAY 15 2012
County Administrator's Office

Richard & Elsa Sjolander
1421 N. Baylen St.
Pensacola, Fl 32501
Tel. 850 435-8382
Fax. 850 435-8382 (press send/fax after call is received)
Cell: 850 529-2058
Email: Richard.Sjolander@gmail.com

May 11, 2012

C. Randy Oliver, Escambia County Administrator
221 Palafox Place, Suite 420
Pensacola, Fl. 32502

Dear Mr. Oliver:

REQUEST FOR WAIVER OF PENALTIES AND INTEREST ON DELINQUENT MSBU ASSESSMENTS

I am writing this letter to request waiver of penalties and interest that accrued from my failure to pay the MSBU Assessments on 110 Ariola drive for period of years following my purchase of the leasehold on this property in 2005. More specifically I request the waiver of penalties and interest for

the years:	Interest	Penalties
2006-2007	\$372.15	\$40.00
2007-2008	\$297.72	\$40.00
2008-2009	\$223.29	\$41.00
2009-2010	\$148.86	\$41.00
2010-2011	\$74.43	\$41.00
Subtotal	\$1,116.45	\$203

TOTAL
Waiver Request: \$1,319.45

The reason for this request for relief is the fact that I have not received any MSBU bills since my purchase of the lease from a MS. Beverly A. Seiple on April 18, 2005. My first awareness of due or delinquent MSBU assessments came via a letter from the Board of County Commissioners here in Escambia County dated April 3, 2012 (attachment 1). This letter informed me that the county was preparing a lawsuit to recover the outstanding amount of the liens on my property. I immediately contacted the county to find out what the problem was, April 5, 2012, and was informed that there was a series of liens on my leasehold for the above referenced years (attachment 2). These charges were paid on the same date (attachment 3).

Subsequent review of the liens shows that the liens were placed on the Estate of Avie Hatton at the address of 1212 Poppy Ave, Pensacola, FL 32507. I can only assume that the bills for the MSBU Assessments were also sent to this person at the above mentioned address. They were not sent to me

Ms. Avie H. Hatton and her husband are listed on the SRIA Residential Lease as the original Leaseholders on a document dated March 10, 1952. The 1212 Poppy Ave. address is the one listed on the original lease. I am unaware of how long she was the leaseholder, but found through an internet search that she died on July 6, 1981.

I contacted Ms. Jayne Bell, Director of Administration at the SRIA and was told that the SRIA handles the tax roll data base for Escambia County and sends updates every year before Labor Day to the Escambia County Budget Office, which handles the MSBU assessments. She has copies of notes that the data base was sent to the county signed of by 2 county employees from 2005. She told me that that 2005 data base correctly showed me as the leaseholder for the property known as 110 Ariola. And, that the data bases for the years following 2005 also show me as the leaseholder of the property. The SRIA sends me bills for my lease fee on this property each year and these are paid in full, as are my newly instituted property taxes.

The only bill that has not been received and paid by me is the MSBU assessment. This leads me to the conclusion that there must have occurred some error in communication between the SRIA and the County Budget Office. My failure to pay my MSBU assessment in a timely fashion was due to extraordinary circumstances.

Therefore, I am appealing to you for relief from the penalties and interest as enumerated above in the amount of \$1,319.45 to be sent to me at: 1421 N. Baylen St., Pensacola, Fl. 32501.

With Regards,



Richard Sjolander

P.C.: Mr. Grover Robinson, IV, County Commissioner, District 4

Attachments:

- (1) Letter from from the Board of County Commissioners here in Escambia County dated April 3, 2012
- (2) Liens on my leasehold for the above referenced years
- (3) Charges for delinquent annual MSBU assessments paid on April 5, 2012

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

**221 PALAFOX PLACE
PENSACOLA, FLORIDA 32502**



*WP rec'd
plus on
4-4-12*

Date: April 3, 2012

To: Richard J. & Elsa M. Sjolander
1421 N. Baylen Street
Pensacola, FL 32501

Richard J. & Elsa M. Sjolander
110 Ariola Drive
Pensacola Beach, FL 32561

Re: Tax Account Number 99-0000-611

Please note that the real property corresponding to the above-referenced tax account number is encumbered by at least one unpaid Municipal Services Benefit Unit (MSBU) special assessment lien. Shortly, Escambia County will begin preparing a lawsuit to recover the outstanding amount of these liens. In the course of preparing the lawsuit, Escambia County will incur significant costs, which may be added to the amount of these liens. You may avoid these costs by paying off the liens as soon as possible.

You can obtain payment information from the Clerk of the Court, Official Records Department, 221 Palafox Place, Suite 110, Pensacola, FL 32502; telephone (850) 595-3930.

595-4960

Attachment #2

NOTICE OF LIEN
SANTA ROSA ISLAND MSBU

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-611
PRRF NO. 282S26-1800-006-014

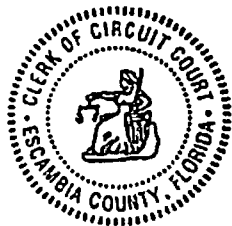
RE: HATTON AVIE EST OF
1212 POPPY AVE
PENSACOLA FL
32507

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 2006-2007 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

LT 6 BLK 14 VILLA PRIMERA
PB 2 P 78
OR 1370 P 980 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, 2007, 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.



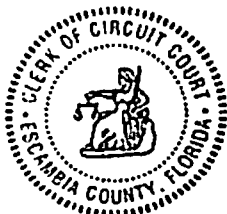
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FL

By: 
Deputy Clerk

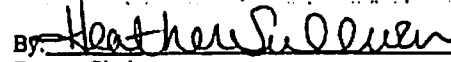
STATE OF FLORIDA
COUNTY OF ESCAMBIA

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 10th day of June, A.D., 2007.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk

NOTICE OF LIEN
SANTA ROSA ISLAND MSBU

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO.: 99-0000-611
PRRF NO.: 282526-1800-006-014

RE: HATTON AVIE EST OF
1212 POPPY AVE
PENSACOLA FL 32507

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 2007-2008 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

LT 6 BLK 14 VILLA PRIMERA
PB 2 P 78 OR 1370 P 980 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, 2008, 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 3rd day of June, A.D., 2008.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk

**NOTICE OF LIEN
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-611
PRRF NO. 282S26-1800-006-014

RE: HATTON AVIE EST OF
1212 POPPY AVE
PENSACOLA FL
32507

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 2008-2009 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

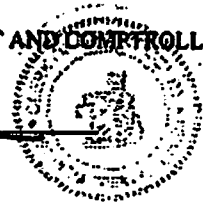
LT 6 BLK 14 VILLA PRIMERA
PB 2 P 78
OR 1370 P 980 SHEET 9

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ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FL

By: 
Deputy Clerk



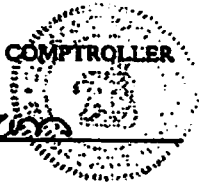
STATE OF FLORIDA
COUNTY OF ESCAMBIA

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 2nd day of June, A.D., 2009.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk



**NOTICE OF LIEN
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-611
PRRF NO. 282526-1800-006-014

RE: HATTON AVIE EST OF
1212 POPPY AVE
PENSACOLA FL 32507

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**LT 6 BLK 14 VILLA PRIMERA PB 2 P 78
OR 1370 P 980 SHEET 9**

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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 2nd day of June, A.D., 2010.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk



**NOTICE OF LIEN
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-611
PRRF NO. 282526-1800-006-014

RE: HATTON AVIE EST OF
1212 POPPY AVE
PENSACOLA FL 32507

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 2010-2011 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

**LT 6 BLK 14 VILLA PRIMERA
PB 2 P 78 OR 1370 P 980 SHEET 9**

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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 15th day of June, A.D., 2011.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

By: 
Deputy Clerk

Attachment #3



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 99-0000-611 Instrument: 2007054946

*M SBII
Taxes
w/ Penalties
Pd. 4-5-12*

1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009

Year Of Lien

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
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: Page:

Foreclosure

Original Principal Date Of Payoff

Year	Original Principal	Months Accrued from 04/01/2007	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
2007	\$413.5	60	\$372.15	\$6.00	\$10.00	\$10.00	\$7.00	\$7.00	\$825.65



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 99-0000-611 Instrument: 2008042324

Year Of Lien

- 1998
- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2009

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
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: Page:

Foreclosure

Original Principal Date Of Payoff

Year	Original Principal	Months Accrued from 04/01/2008	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
2008	\$413.5	48	\$297.72	\$6.00	\$10.00	\$10.00	\$7.00	\$7.00	\$751.22



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 99-0000-611 Instrument: 2009036508

Year Of Lien

- 1998
- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2009

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
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: Page:

Foreclosure

Original Principal Date Of Payoff

Year	Original Principal	Months Accrued from 04/01/2009	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
2009	\$413.5	36	\$223.29	\$7.00	\$10.00	\$10.00	\$7.00	\$7.00	\$677.79



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 990000611 Instrument: 2010035281

Year Of Lien

- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008
- 2009
- 2010

**OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
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: Page:

Foreclosure

Original Principal Date Of Payoff

Year	Original Principal	Months Accrued from 04/01/2010	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
2010	\$413.50	24	\$148.86	\$7.00	\$10.00	\$10.00	\$7.00	\$7.00	\$603.36



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS**

Account: 99-0000-611 Instrument: 2011036869

Year Of Lien
 2000
 2001
 2002
 2003
 2004
 2005
 2006
 2007
 2008
 2009
 2010
 2011

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Ernie Lee Magaha,
 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: 6726 Page: 1321

Foreclosure

Original Principal \$413.50 Date Of Payoff 04/05/2012

Year	Original Principal	Months Accrued from 04/01/2011	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
2011	\$413.50	12	\$74.43	\$7.00	\$10.00	\$10.00	\$7.00	\$7.00	\$528.93



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2926

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Written Communication - John Davis

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

July 2, 2012 - Email communication from John Davis requesting relief on the interest accumulation on two years (2009 and 2010) of unpaid MSBU Assessments on the property located at 810 Rio Vista Drive.

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

Written Communication Request - John Davis

Judy H. Witterstaeter

From: John Davis [jdavis1080@hotmail.com]
Sent: Monday, July 02, 2012 10:50 AM
To: Judy H. Witterstaeter
Subject: John Davis MSBU issue
Attachments: John Davis.doc

Dear Ms. Witterstaeter,

Please review my request to appear before the board asking for assistance in reducing the amount of interest accumulated due to my MSBU tax issue.

Best regards,

John Davis
850-384-5275

John Davis
810 Rio Vista Dr.
Pensacola Beach, FL 32561

To Whom It May Concern:

I am a full time resident of Pensacola Beach, FL, Escambia County. My property is 810 Rio Vista Dr, Pensacola Beach. I have lived here since 2004.

After paying my 2012 Municipal Services Benefit Units tax, I was informed by the clerk that I had 2 outstanding years where the tax was not paid. I was also informed that there were 2 liens on my property for these unpaid taxes.

First year: 2009 with an outstanding bill + Interest = \$690.20 as of June 2012.

Second year: 2010 with an outstanding bill + Interest = 615.77 as of June 1012.

I did my research and it appears in both cases that I attempted to either send in the payment and it was not credited, or, it was never processed due to no fault of my own. My only information is that in both cases, my bill is missing the payment slip, and I have non cleared check numbers about the same time as the bill was due.

I have full intention of paying the tax and have paid all of my taxes before, and after. I also have paid my controversial property tax to the county. Therefore showing I have no poor intent to not pay the tax.

Both bills have accumulated a significant amount of interest and fees. I want to get these paid as quickly as I can. I am asking for some reprieve on the interest accumulation and would like to request to the board a reduction of interest to the equivalent of 1 year past the due date. The original bills were \$420.00 each. Paying both bills to the full extent will be very difficult on my limited budget. If I had known the bills were not credited, I would have taken care of this immediately. The county never informed me that my property was under a lien until I discovered it by accident.

Any assistance would be appreciated.

Yours truly,

John Davis

Judy H. Witterstaeter

From: Amy L. Lovoy
Sent: Thursday, July 05, 2012 8:17 AM
To: Judy H. Witterstaeter
Subject: RE: John Davis MSBU issue

Sorry, on this one. I won't be much help. It looks like he was correctly assessed and correctly billed. I can't find any errors by the County, SRIA or the Tax Collector. This one was on him.

From: Judy H. Witterstaeter
Sent: Tuesday, July 03, 2012 5:11 PM
To: Amy L. Lovoy
Subject: FW: John Davis MSBU issue

Hi, Amy,

Attached is the letter from John Davis requesting to appear before the Board concerning forgiveness of interest on unpaid MSBU taxes accrued against his property located at 810 Rio Vista Drive, Pensacola Beach.

Per our phone conversation today, please review and advise if, under the Board's Policy, I should place this item under Written Communication on an upcoming BCC Meeting. I told him the earliest opening on the Agenda would be July 26, 2012.

Thanks!

Judy
X4917

From: John Davis [<mailto:jdavis1080@hotmail.com>]
Sent: Monday, July 02, 2012 10:50 AM
To: Judy H. Witterstaeter
Subject: John Davis MSBU issue

Dear Ms. Witterstaeter,

Please review my request to appear before the board asking for assistance in reducing the amount of interest accumulated due to my MSBU tax issue.

Best regards,

John Davis
850-384-5275



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2897

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: 5:31 p.m. Public Hearing – Vacate Three Unnamed Rights-of-Way in National Land Sales Subdivision

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate three unnamed rights-of-way in National Land Sales Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate three unnamed rights-of-way in the National Land Sales Subdivision and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West (approximately 152,175 square feet, or 3.49 acres), as petitioned by Terry M. Oswald:

- A. Approve the Petition to Vacate;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Terry M. Oswald owns property lying within or abutting the boundaries of the National Land Sales Subdivision as recorded in Plat Deed Book 102 at Page 600, and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West, as recorded in Plat Deed Book 85, at Page 220, of the public records of Escambia County, Florida. The National Land Sales Subdivision and the Subdivision of a Portion of Section 1, Township, 1 South, Range 32 West are located north of State Highway 90A (West Nine Mile Road) and west of Tower Ridge Road in the Beulah area. The petitioner is requesting that the Board vacate any interest the County has in two 30-foot-wide rights-of-way and one 15-foot-wide right-of-way of varying lengths (approximately 152,175 square feet, or 3.49 acres), abutting or lying within the boundaries of Petitioner's property.

BACKGROUND:

Terry M. Oswald owns property lying within or abutting the boundaries of the National Land Sales Subdivision as recorded in Plat Deed Book 102, at Page 600, and a Subdivision of a Portion of Section 1, Township 1 South, Range 32 West, as recorded in Plat Deed Book 85, at Page 220, of the public records of Escambia County, Florida. The National Land Sales Subdivision and the Subdivision of a Portion of Section 1, Township, 1 South, Range 32 West are located north of State Highway 90A (West Nine Mile Road) and west of Tower Ridge Road in the Beulah area. The petitioner is requesting that the Board vacate any interest the County has in two 30-foot-wide rights-of-way and one 15-foot-wide right-of-way of varying lengths (approximately 152,175 square feet, or 3.49 acres), abutting or lying within the boundaries of Petitioner's property.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and delivered to the Petitioner, who will have them recorded in the public records and will have notices published.

Staff has been in contact with Terry M. Oswald, Petitioner. It is the responsibility of the Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat DB 85 Page 220

Plat DB 102 Page 600

Aerial Map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

Road right-of-way

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Larry M. Oswald
presently own(s) do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

" see attached "

2. That the Petitioner(s), Larry M. Oswald
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 1
Township 1S Range 32 West and recorded in Deed Book 103 Page 600
of the public records of Escambia County, Florida. Deed Book 85 Page 220

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Terry M. Oswald
Petitioner(s) Name

9650 Mobile Hwy.
Street Address

Pensacola FL 32526
City State

944-2320
Phone Number

Agent's Name

Agent's Phone Number

April 19, 2012
Date:

**PROPERTY TO BE VACATED, ABANDONED, CLOSED, AND DISCLAIMED BY
ESCAMBIA COUNTY FLORIDA**

All right, title and interest of Escambia County, Florida, in the following two un-named road rights-of-way as shown on the National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of Escambia County, Florida:

All of that certain 30-foot wide un-named road right-of-way running north to south and bordered on the west by Lots 1 to 7 inclusive, Block 5 of said subdivision and bordered on the east by the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

And also:

All of that certain 15- foot wide un-named road right-of-way running east to west along the south boundary line of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as shown on said National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of said County; being further described as follows: begin at the southwest corner of said Section 1; thence go east along the south line of said Section 1 a distance of 2450 feet for the terminus of said description.

And also:

All right, title and interest of Escambia County, Florida, in the following un-named road right-of-way as shown on the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

All of that certain 30- foot wide un-named road right-of-way running north to south and bordered on the west by Lots 21 through 30 inclusive and bordered on the east by Lots 11 through 20 inclusive as shown on the said platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County.

HOLD/HARMLESS AGREEMENT

WHEREAS, TERRY M. OSWALD
hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

See Attachment

2. Petitioner(s), hereby covenant(s) and agree(s) that She has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Rhela Ranson
Witness
Rhela Ranson
Print or type name
Judith Cantrell
Witness
Judith Cantrell
Print or type name

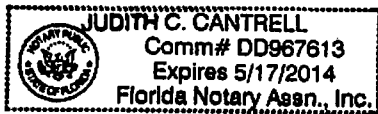
Terry M. Oswald
Petitioner(s)
Terry M Oswald
Print or type name(s)
Date: April 19, 2012

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of April, 2012, by Terry M Oswald. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Judith C Cantrell
Notary Public
Judith C Cantrell
Print or type name

(Notary Seal must be affixed)



Commission Expires: _____
Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Wilson B. Robertson Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

**PROPERTY TO BE VACATED, ABANDONED, CLOSED, AND DISCLAIMED BY
ESCAMBIA COUNTY FLORIDA**

All right, title and interest of Escambia County, Florida, in the following two un-named road rights-of-way as shown on the National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of Escambia County, Florida:

All of that certain 30-foot wide un-named road right-of-way running north to south and bordered on the west by Lots 1 to 7 inclusive, Block 5 of said subdivision and bordered on the east by the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

And also:

All of that certain 15- foot wide un-named road right-of-way running east to west along the south boundary line of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as shown on said National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of said County; being further described as follows: begin at the southwest corner of said Section 1; thence go east along the south line of said Section 1 a distance of 2450 feet for the terminus of said description.

And also:

All right, title and interest of Escambia County, Florida, in the following un-named road right-of-way as shown on the platted subdivision of a portion of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as recorded in Plat Deed Book 85 at Page 220 of the public records of said County:

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RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, TERRY M. OSWALD
ha___ petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

" See Attachment "

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), Terry M. Oswald,
ha___ caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at _____ on _____
_____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

"see attached"

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Wilson B. Robertson Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

**PROPERTY TO BE VACATED, ABANDONED, CLOSED, AND DISCLAIMED BY
ESCAMBIA COUNTY FLORIDA**

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NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on _____, A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

SEE ATTACHED

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

**PROPERTY TO BE VACATED, ABANDONED, CLOSED, AND DISCLAIMED BY
ESCAMBIA COUNTY FLORIDA**

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And also:

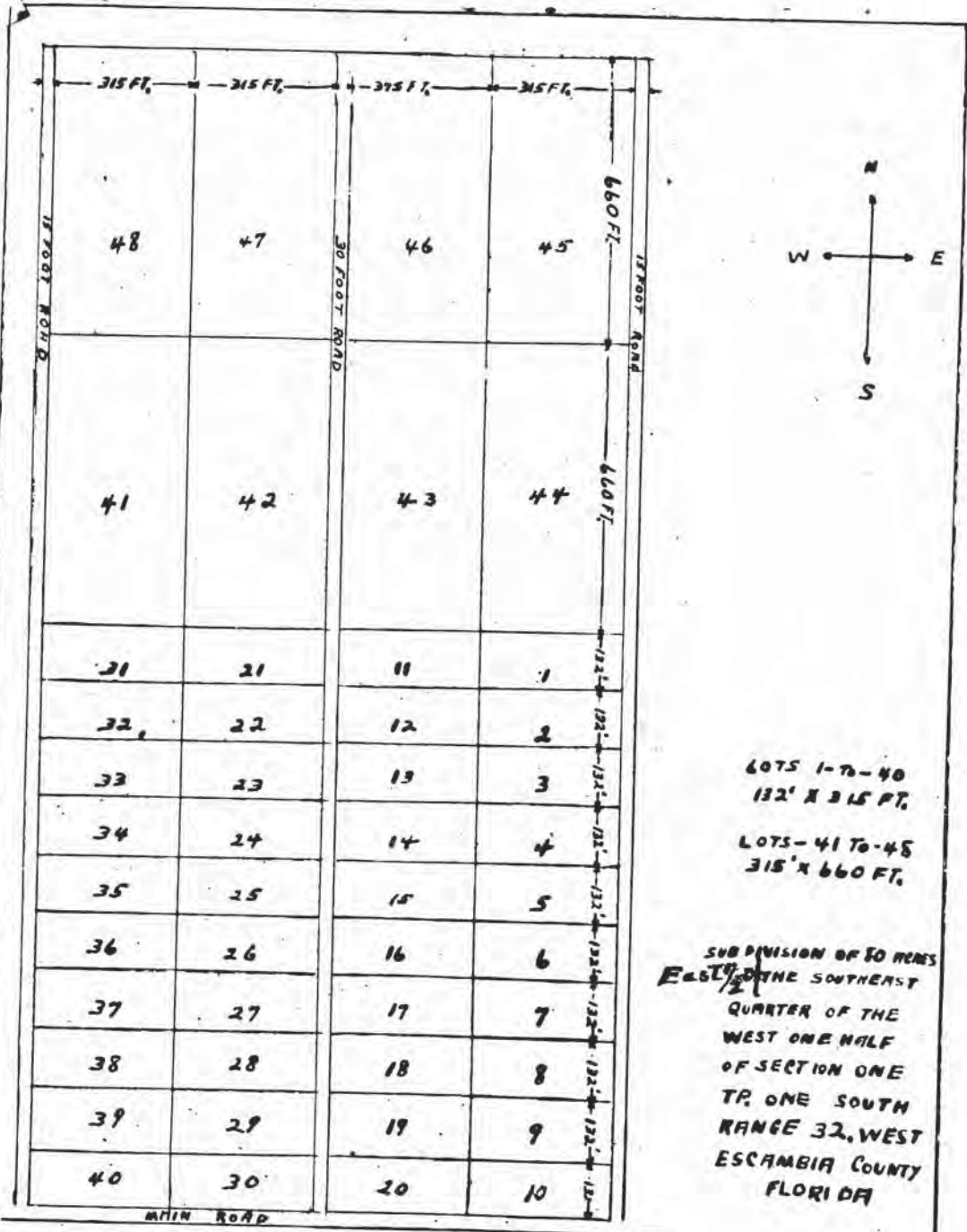
All of that certain 15- foot wide un-named road right-of-way running east to west along the south boundary line of Section 1, Township 1 South, Range 32 West, Escambia County, Florida as shown on said National Land Sales Subdivision plat as recorded Plat Deed Book 102 at page 600 of the public records of said County; being further described as follows: begin at the southwest corner of said Section 1; thence go east along the south line of said Section 1 a distance of 2450 feet for the terminus of said description.

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**SUBDIVISION OF A PORTION OF SECTION 1,
TOWNSHIP, 1 SOUTH, RANGE 32 WEST
PLAT DEED BOOK 85 PAGE 220**



LOTS 1-7-40
132' X 315 FT.
LOTS-41 TO-45
315' X 660 FT.

SUBDIVISION OF 10 ACRES
EAST 1/2 OF THE SOUTHEAST
QUARTER OF THE
WEST ONE HALF
OF SECTION ONE
TR. ONE SOUTH
RANGE 32, WEST
ESCAMBIA COUNTY
FLORIDA

Reproduction of Map record in
DEED BOOK 85 AT PAGE 220

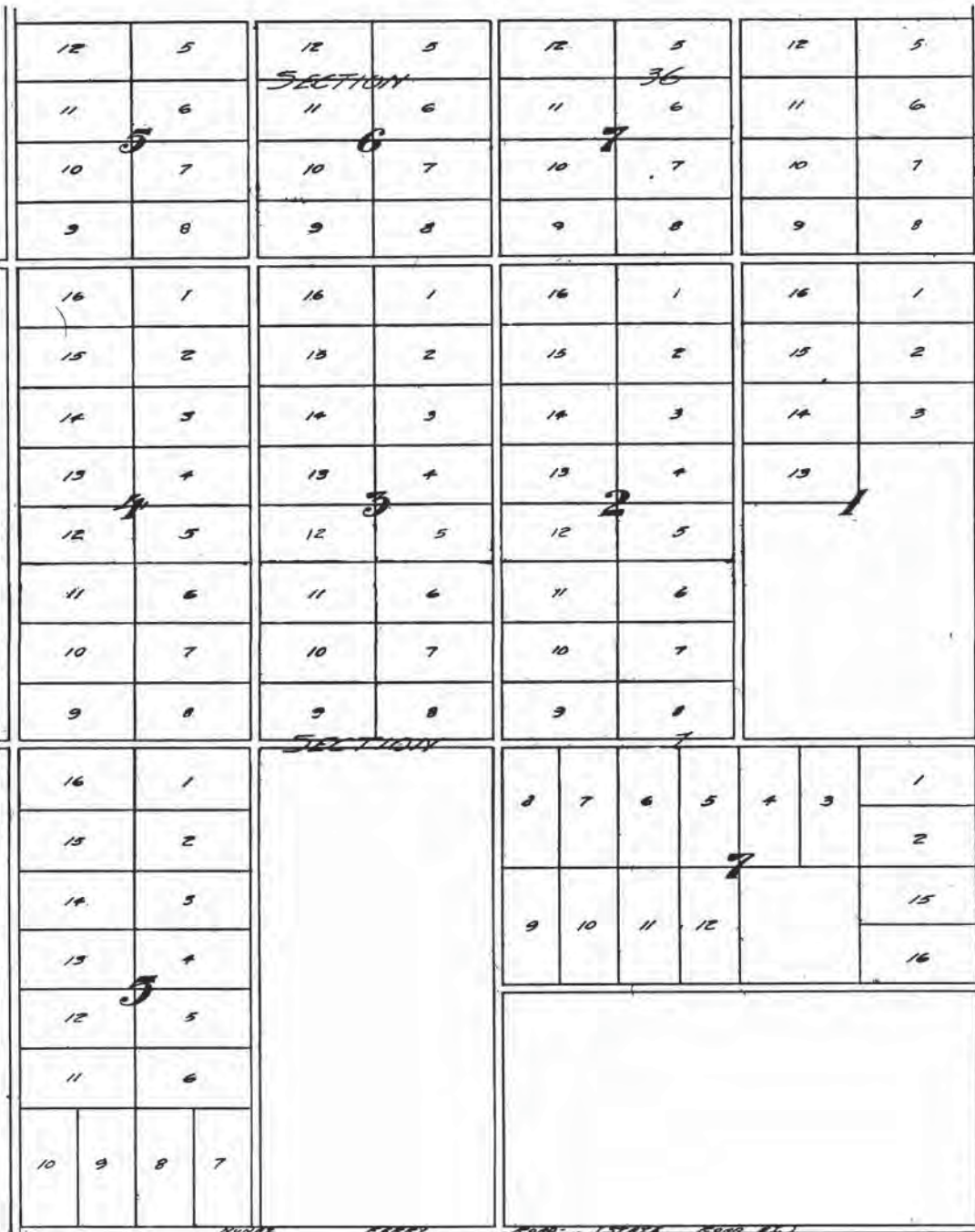
Joe A. Blowers
Clerk Circuit Court
Date: March 15, 1963

Scale:

By W.J. OWEN, AND C.W. MILLER.

WFO - 4415

The National Land Sales Company's Subdivision of
SECTION 1 TOWNSHIP 1 SOUTH RANGE 32 WEST
 And The South 160 Acres of
SECTION 36 TOWNSHIP 1 NORTH RANGE 32 WEST
ESCAMBIA COUNTY, FLORIDA.
Pensacola, Fla. Frank Jarrett
November, 1926. Civil Engineer.
 Scale 1"=400'

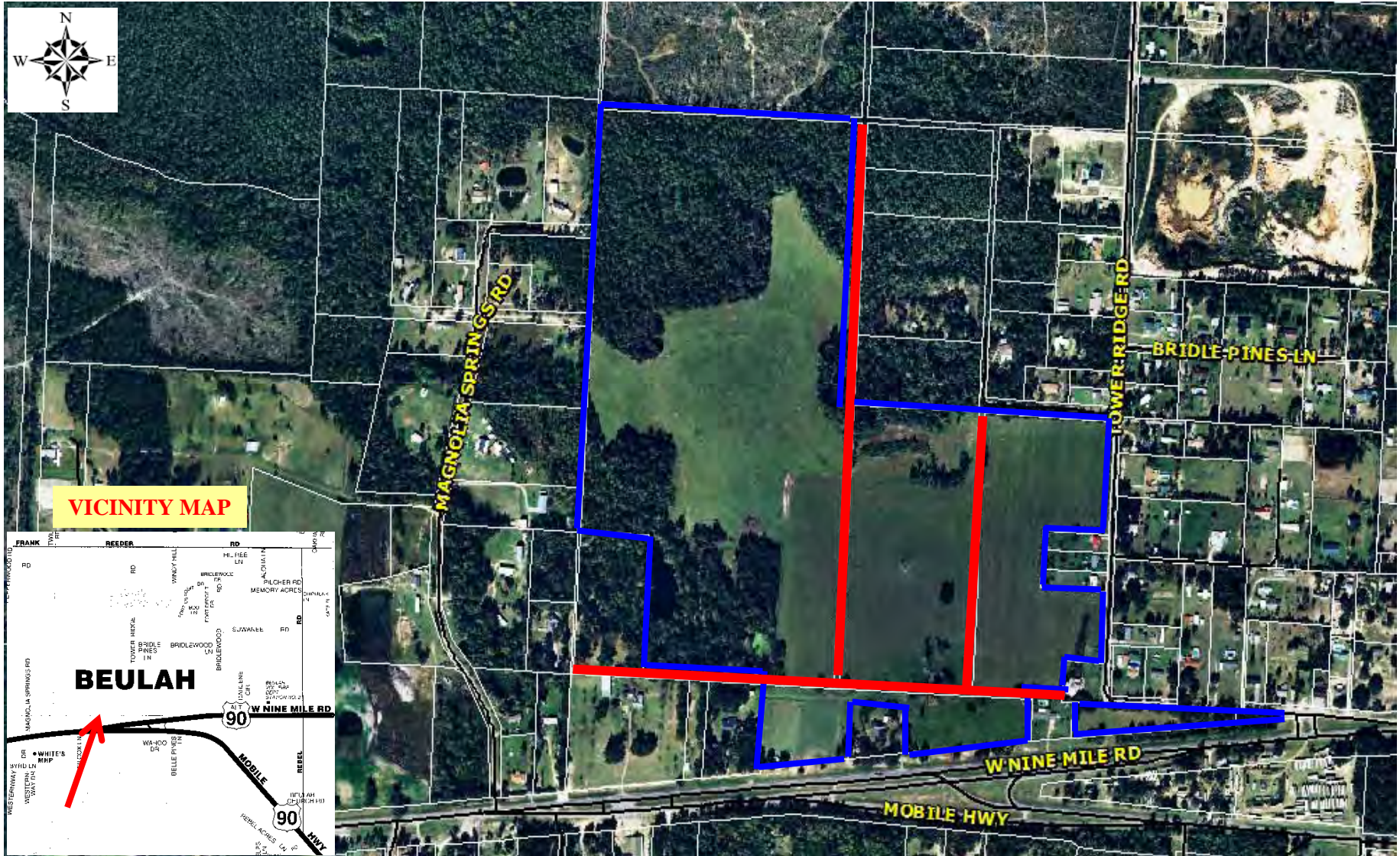


Lots are 5 Acres Less Roadways.

Reproduction of Map record in
DEED BOOK 102 AT PAGE 600
Geo. A. Blinn
 Clerk Circuit Court
 Date March 15, 1903
 Scale:

PORTION OF RIGHTS-OF-WAY TO BE VACATED AS SHOWN ON PLATS RECORDED IN PLAT DEED BOOK 85 AT PAGE 220 AND PLAT DEED BOOK 102 AT PAGE 600

Petitioners: Terry M. Oswald



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 02/22/12 DISTRICT 1

- Portion of Rights-of-Way to be vacated as shown on the Plats as recorded in Plat Deed Book 85 at Page 220 and Plat Deed Book 102 at Page 600
- Petitioner's Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2943

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: 5:32 p.m. Public Hearing - Rate Resolution - Santa Rosa Island MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing concerning adoption of a new Rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach).

Recommendation: That the Board take the following action concerning a new Rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach):

A. Adopt the Resolution establishing the new assessment methodology in the Santa Rosa Island MSBU and replacing the methodology established in Resolution R98-201, as follows:

- Maintaining the current residential rate of \$210.62 plus \$1.50 Per Parcel or \$212.12/Unit
- Commercial "Amusement" Category at \$0.0363/Sq Ft. plus \$1.50 Per Parcel
- Commercial "Bank" Category at \$0.128/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Church/Civic" Category at \$0.185/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Hotel/Motel" Category at \$0.065/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Office" Category at \$0.067/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Restaurant" Category at \$0.705/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Retail Center" Category at \$0.320/Sq. Ft. plus \$1.50 Per Parcel
- Commercial "Service Station" Category at \$0.128/Sq Ft. plus \$1.50 Per Parcel
- Commercial "Supermarket" Category at \$0.128/Sq. Ft. plus \$1.50 Per Parcel

B. Approve that the new rates will be effective October 1, 2012.

BACKGROUND:

There will be no change in the residential rates of \$212.12 per unit as is currently levied on the Santa Rosa Island MSBU. Commercial rates will be based on a square footage assessment per commercial business category type replacing the "trip" category methodology as is currently established under Rate Resolution R98-201. The new methodology and rate resolution is designed to generate the same amount of revenue as was generated under the previous resolution. We will be using the Escambia County Property Appraiser's Data moving forward and no longer using the lease data provided by the Santa Rosa Island Authority for billing purposes. We will also move to using the uniform method of collection for beach properties and

generating a single bill instead of two. This Resolution assists with funding the Sheriffs Substation and the \$1.50 per parcel assessment provides mosquito control on Pensacola Beach.

BUDGETARY IMPACT:

No budgetary change.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Rate Resolution has been approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once this Resolution is adopted by the Board, the County will send, via first class mail, a notice to every affected property owner on the Santa Rosa Island. This notice will tell the property owner the specific affect to their property, and provide the date, time, and place of the public hearing to adopt the MSBU assessment roll should they wish to attend and provide input on this subject.

On September 11, 2012, the Board will meet to consider approving the final assessment roll at a public hearing. Once the assessment roll is approved, the Tax Collector will include this new rate on the regular property tax bill.

Attachments

Island MSBU Resolution

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, FIXING AND ESTABLISHING THE ASSESSED SERVICE COST, APPORTIONMENT METHOD, AND ANNUAL ASSESSMENT IMPOSED WITHIN EACH ASSESSMENT CATEGORY FOR FISCAL YEAR 2012-13 FOR THE SANTA ROSA ISLAND MUNICIPAL SERVICES BENEFIT UNIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida, (the "Board"), on April 4, 1989, enacted the Santa Rosa Island Assessment Ordinance, Escambia County Ordinance No. 89-11, (the "Ordinance"), to impose annual assessments against improved Leaseholds within portions of Santa Rosa Island included within the Santa Rosa Island Municipal Services Benefit Unit, (the "Unit"); and

WHEREAS, Section 7.B. of the Ordinance authorizes the Board to adopt a rate resolution each year establishing the annual assessments proposed to be imposed in the ensuing fiscal year against each lot or parcel within the Unit ; and

WHEREAS, this Resolution is intended by the Board to constitute the rate resolution for fiscal year 2012/13 pursuant to Section 7.B. of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA.

SECTION 1. This Rate Resolution is adopted pursuant to the provisions of the Ordinance and constitutes the tentative rate resolution for County Fiscal Year 2012-13 within the meaning of Section 7 of the Ordinance.

SECTION 2. When used in this Resolution, terms shall have the same meaning as defined in Section 2 of the Ordinance, unless the context clearly indicates otherwise.

SECTION 3. For the annual Assessments proposed to be imposed for County Fiscal Year 2012-13, the Assessment Date as defined in the Ordinance shall be October 1, 2012.

SECTION 4. In order to impose the Annual Assessments under the provisions of the Ordinance, the Board hereby fixes and establishes the Assessed Services, the Assessment Categories and the Assessed Service Cost and the Apportionment Method within such Assessment Categories for each Assessed Service to be funded by Annual Assessments. This Board action is taken in implementation of Section 7 of the Ordinance.

SECTION 5. **ASSESSED SERVICES**

(a) “**County Sheriff**” shall mean the service, activities and functions performed by uniformed deputies of the Escambia County Sheriff’s Department within the Unit, the operations of the Sheriff’s Substation located therein and administrative expenses related to the providing of these services, and the expenses incurred by the County or the Tax Collector in the formation of the Unit and the imposition and collection of the Annual Assessment for these services.

(b) “**County Mosquito Control**” shall mean the management, control or eradication of Arthropods, as that term is defined by Section 388.011, Florida Statutes, which is performed by the County within the Unit and administrative expenses related to providing of this service, and the expenses incurred by the County or the Tax Collector in the formation of the Unit and the imposition and collection of the Annual Assessment for these services.

SECTION 6. **ASSESSMENT CATEGORIES**

For the purpose of calculating the amount of Annual Assessments proposed to be imposed against improved Leaseholds under the Ordinance, the following Assessment Categories are hereof fixed, established and further defined in Appendix A.

(a) **Residential**

(1) **"Single-Family Detached House"** means a building(s) on an individual lot except a detached house on a lot less than 50 feet wide, such as zero lot line home, which is designed for occupancy by a single family or individual and includes all properties with a Department of Revenue (DOR) code of "1, 2, and 7" as classified by the Property Appraiser.

(2) **"Multi-Family Dwelling Unit"** shall mean a building(s) or a portion of a building(s), regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family or individual, which units are not customarily offered for rent for less than one day, and shall include apartments and condominiums as herein defined and includes all properties with a Department of Revenue (DOR) code of "3, 8 and 28" as classified by the Property Appraiser.

(3) **"Condominium"** shall mean a single-family or time-sharing ownership unit(s) that has a least one other similar unit within the same building structure. "Condominiums" includes all fee-simple or titled multi-unit structures, including townhouses and duplexes. "Condominiums" shall include Single-Family Detached Homes on lots less than 50 feet wide, such as zero-lot line homes and includes all properties with a Department of Revenue (DOR) code of "4" as classified by the Property Appraiser.

(b) **Commercial**

(1) **"Amusement"** shall mean a park(s) containing amusement rides, water slides or wading pools, refreshment stands, bars/nightclubs, tourist attractions, theaters, campsites, race tracks and golfing facilities and includes all properties with a Department of Revenue (DOR) code of "31-38" as classified by the Property Appraiser.

(2) **“Bank”** shall mean a financial institution(s) in a free standing building with its own parking lot(s) or drive-in windows and includes all properties with a Department of Revenue (DOR) code of “23” as classified by the Property Appraiser.

(3) **“Church/Civic”** shall mean a structure(s) used primarily by a group of individuals for the practice of religion or the profession of faith, civic and social clubs and includes all properties with a Department of Revenue (DOR) code of “71 and 77” as classified by the Property Appraiser.

(4) **“Hotel/Motel”** shall mean a structure for lodging, primarily providing sleeping accommodations, but also facilities such as restaurants, cocktail lounges, meeting and banquet rooms and other retail and service shops, which caters to the tourist and convention business and are located within the structure and includes all properties with a Department of Revenue (DOR) code of “39” as classified by the Property Appraiser.

(5) **“Office”** shall mean a building(s) housing one or more tenants where the affairs of a business, manufacturing/commercial or industrial organization, professional person or firm are conducted including retirement/rest homes, mortuary/cemeteries, hospitals and schools, cultural facilities, and charitable organizations and includes all properties with a Department of Revenue (DOR) code of “5, 6, 17-20, 24, 25, 41, 42, 44, 45, 47-49, 72-76, 78, 79 and 85” as classified by the Property Appraiser.

(6) **“Restaurant”** shall mean an eating place(s) with indoor service and places for customers to sit while consuming their meals or refreshment stands of a temporary or permanent nature and includes all properties with a Department of Revenue (DOR) code of “21-22” as classified by the Property Appraiser.

(7) **“Retail Shop”** shall mean a store(s) or shop(s) which sell goods, limited assortment of food, food preparation and wrapping materials, household cleaning and servicing items products or materials to the public, place(s) which provides for the washing or cleaning of articles of clothing, regardless if such services are provided by the customer themselves or by an employee of the establishment and/or fuel for motor vehicles and includes all properties with a Department of Revenue (DOR) code of “11-13, 15, 16, 27, 29, 30, 43, and 46” as classified by the Property Appraiser.

(8) **“Service Station”** shall mean a structure(s) primarily designed for dispensing fuel to motor vehicles, and may also provide maintenance and repair services and includes all properties with a Department of Revenue (DOR) code of “26” as classified by the Property Appraiser.

(9) **“Supermarket”** shall mean a retail store(s) selling an assortment of food, food preparation and wrapping materials and household cleaning and servicing items, but are usually open less than 14 hours per day and includes all properties with a Department of Revenue (DOR) code of “14” as classified by the Property Appraiser.

SECTION 7. ASSESSED SERVICE COST AND APPORTIONMENT METHOD

(a) The formula to be used to fairly and reasonably apportion budgeted costs for Sheriff and Mosquito Control protection services among special benefited lands on Santa Rosa Island shall be based on the average of the cost of service necessary to provide Sheriff's protection and Mosquito Control service in each of the categories of real property located on Santa Rosa Island. The cost to be allocated to the categories of real property located on Santa Rosa Island shall be based on the total funding

requirement for providing service to each category on Santa Rosa Island for fiscal year 2012/2013 in accordance with the Board's legislative findings.

(b) The following Assessed Service Cost and Apportionment Method are hereby established and fixed for the indicated Assessed Service:

County Sheriff (Residential)

- (1) Residential Assessed Service Cost: \$751,116.92
- (2) Apportionment Method: \$210.62 base rate for single and multiple family residential leaseholds as established in Appendix A.

County Sheriff (Commercial)

- (1) Commercial Assessed Service Cost: \$159,109.76
- (2) Apportionment Method: Cost per square foot based on commercial property category as established in Appendix A.

County Mosquito Control

- (1) Assessed Service Cost: \$5,338.50
- (2) Apportionment Method: \$1.50 per each parcel of Improved Property.

SECTION 8. There is hereby proposed to be imposed on the Assessment Date established in the Resolution against each lot or parcel that is the subject of a Residential or Commercial Leasehold an Annual Assessment equal to that established and fixed under this Section for the specified Assessment Categories. The rate established in this section is the aggregate cost under the Apportionment Method established in Section 7 for all Assessed Services subject to such Apportionment Method multiplied by the rate established for the applicable Assessment Category in Appendix A. The Parcel assessment for the County Mosquito Control portion of the

administrative expense relative to the applicable Assessment Category under the Apportionment Method is provided for as an Assessed Service in Section 7.

Fiscal Year 2012-13 Special Assessments

<u>Assessment Category</u>	<u>Base Rate</u>	<u>Parcel Rate</u>	<u>Annual Assessment</u>
<u>Residential</u>			
Single Family Detached House	\$210.62	\$1.50	\$212.12/Unit
Multi-Family Dwelling Unit	\$210.62	\$1.50	\$212.12/Unit

<u>Assessment Category</u>	<u>Cost of Service</u>	<u>Units of Assessment</u>	<u>Rate per Unit</u>	<u>Parcel Rate</u>
<u>Commercial</u>				
Amusement	\$6,577.55	18,132 Sq. Ft.	\$0.363/Sq.Ft.	\$1.50
Bank	\$0	0 Sq. Ft.	\$0.128/Sq.Ft.	\$1.50
Church/Civic	\$6,425.13	34,824 Sq. Ft.	\$0.185/Sq.Ft.	\$1.50
Hotel/Motel	\$63,652.24	978,843 Sq. Ft.	\$0.065/Sq.Ft.	\$1.50
Office	\$2,964.89	44,154 Sq. Ft.	\$0.067/Sq.Ft.	\$1.50
Restaurant	\$48,252.46	68,412 Sq. Ft.	\$0.705/Sq.Ft.	\$1.50
Retail Center	\$31,237.49	67,038 Sq. Ft.	\$0.320/Sq.Ft.	\$1.50
Service Station	\$0	0 Sq. Ft.	\$0.128/Sq.Ft.	\$1.50
Supermarket	\$0	0 Sq. Ft.	\$0.128/Sq.Ft.	\$1.50

SECTION 9. The Board hereby finds and confirms that each Assessed Service enumerated in Section 7 of this Resolution shall and does constitute a special benefit to Residential and Commercial Leaseholds within the Unit in conformity with the Apportionment Method established in Section 7 for such Assessed Services, equal to or in excess of the aggregate Annual Assessment imposed in Section 7 of this Resolution to pay the Assessed Service proposed in Section 8 of this Resolution.

SECTION 10. Pursuant to Section 7 of this Ordinance, the County Administrator is hereby directed to cause to be prepared a Final Annual Island Assessment Roll and, upon completion, to file such roll with the Clerk of the Circuit Court for public inspection on October 2, 2012.

SECTION 11. SEVERABILITY.

If any section, sentence, clause or phrase of this Resolution 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 Resolution.

SECTION 12. EFFECTIVE DATE.

This Resolution shall be effective upon adoption by the Board.

DONE AND ADOPTED in session this 26th day of July, 2012.

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

BY: _____
Wilson B. Robertson, Chairman

**ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

This document approved as to form
and legal sufficiency

By _____
Title Asst. County Attorney
Date July 13, 2012

(SEAL)

APPENDIX A

**RATE RESOLUTION FOR ANNUAL ISLAND ASSESSMENT
FOR Fiscal Year 2012-13**

Assessment Categories

<u>ASSESSMENT CATEGORY</u>	<u>BILLING CODE</u>	<u>RATE PER UNIT</u>
Residential Assessment Categories		
Single Family Detached House	B1	\$212.12/Unit
Multi-Family Dwelling Units	B2	\$212.12/Unit
Commercial Assessment Categories		
Amusement	B3	\$0.363 /per sq. foot
Bank	B4	\$0.128 /per sq. foot
Church/Civic	B5	\$0.185/per sq. foot
Hotel/Motel	B6	\$0.065/per sq. foot
Office	B7	\$0.067 /per sq. foot
Restaurant	B8	\$0.705 /per sq. foot
Retail Center	B9	\$0.320 /per sq. foot
Service Station	B10	\$0.128 /per sq. foot
Supermarket	B11	\$0.128/per sq. foot



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2938

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: 5:33 p.m. Public Hearing - Rate Resolution - Pensacola Beach Fire MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing concerning adoption of a Rate Resolution amending the Santa Rosa Island Fire Municipal Services Benefit Unit (MSBU) only on properties located in the unincorporated area of Santa Rosa Island (Pensacola Beach).

Recommendation: That the Board adopt the Resolution keeping the Fire MSBU at the current rates, as established in Resolution R2003-79, and making the following change:

- In the zero assessment category, removing the minimum criterion of property less than 875 square feet effective October 1, 2012
- Maintaining the residential rate of \$201.38/Unit
- Maintaining the Commercial rate of \$0.0726/Sq. Ft.
- Maintaining the Unimproved Property rate of \$63.84/Per Parcel plus \$0.03/Acre

BACKGROUND:

In FY 2003 the Board established the Santa Rosa Island Fire MSBU at its current rates. For FY 2012-13, we are moving to the uniform method of collection for Pensacola Beach taxes and MSBU's. Removing the 875 Sq. Ft. criterion prepares the county for new smaller developments on Santa Rosa Island in the future. We will also be using the Escambia County Property Appraiser's Data moving forward and no longer using the data provided by the Santa Rosa Island Authority for billing purposes. There should be very little change in individual assessments on the Santa Rosa Island Fire MSBU.

BUDGETARY IMPACT:

No budgetary change.

LEGAL CONSIDERATIONS/SIGN-OFF:

Rate Resolution has been approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

There are no currently effected properties associated with this change in the Rate Resolution, first class notices will not be required.

Attachments

Santa Rosa Island Fire MSBU

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2003-71; AMENDING SECTION 3(D) BY DELETING LANGUAGE EXEMPTING PROPERTIES LESS THAN 875 SQUARE FEET IN SIZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners ("Board"), through Ordinance 96-13, has established a municipal service benefit unit known as the Escambia County Fire Protection District ("District"), which includes all lands located on Santa Rosa Island, which are specially benefitted by fire protection services; and

WHEREAS, the Board has previously adopted Resolution R2003-79, which found that properties located on Santa Rosa Island received a special benefit from the revenues collected through the municipal service benefit unit and adopted a formula to fairly and reasonably apportion the budgeted costs for fire protection services among those specially benefitted properties; and

WHEREAS, in Resolution R2003-79, the Board exempted certain properties less than 875 square feet in size from the municipal service benefit unit; and

WHEREAS, the Board has collected assessments from properties less than 875 square feet in size since adopting Resolution R2003-79 without objection; and

WHEREAS, the Board now wishes to amend R2003-79 to conform to established collection policy.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution as express legislative findings of the Board.

SECTION 2. AMENDMENT TO SECTION 3(D).

Section 3(D) of Resolution R2003-79 is hereby amended to read as follows:

(D) Zero Assessment Property.

A zero assessment property shall mean real property classified by the Property Appraiser's Office with a unique Property Reference Number where the exclusive use of the property is for roads or roadways, ~~or where the property is less than 875 square feet,~~ or where the assessed value of the parcel is \$100 or less.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this Resolution 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 Resolution.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective upon adoption by the Board.

ADOPTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By _____
Title ASST. COUNTY ATTORNEY
Date July 13, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2896

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: 5:34 p.m. Public Hearing to Adopt the Sunset Oaks Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sunset Oaks Subdivision Street Lighting MSBU.

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

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

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

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 28 properties, and of these, approximately 64% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines

and Procedures. The estimated cost per residential lot will be \$46.95 for the first assessment (which covers 12 months).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sunset Oaks Ordinance

ORDINANCE 2012-_____

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

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

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

WHEREAS, by Resolution R2011-174, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

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

WHEREAS, there are an estimated 28 properties in this proposed district and the property owners in the Sunset Oaks Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Sunset Oaks Subdivision.

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

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

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

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

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

A. *Base Rate* shall mean the rate necessary to fund the costs of the Sunset Oaks Subdivision Street Lighting District divided by the total ERU's in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Sunset Oaks Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Sunset Oaks Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 22, Township 1 north, Range 30 West, Escambia County, classified by the Property Appraiser's records in Plat Book 15, Page 52 all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERU's):* A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements:* All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Sunset Oaks Subdivision.

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

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

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

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

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

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

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

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

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

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

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

Section 6. LEGISLATIVE FINDINGS.

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

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

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

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

Section 7. SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Section 8. APPEAL PROCESS.

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

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

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

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

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board

that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

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

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

DONE AND ENACTED this ____ day of _____ 2012.

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

By: _____
Wilson B. Robertson, Chairman

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACH

Date: 7/3/12

EXHIBIT A

LAND DESCRIPTION:

COMMENCE AT AN EXISTING 5/8 INCH IRON ROD (UNNUMBERED), BEING THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 89 DEGREES 45 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 22 A DISTANCE OF 2657.23 FEET TO AN EXISTING 5/8 INCH IRON ROD (UNNUMBERED), BEING THE SOUTHEAST CORNER OF THE ~~SOUTHWEST 1/4 OF THE AFORESAID~~ SECTION 22; THENCE GO SOUTH 89 DEGREES 44 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 22 A DISTANCE OF 332.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 22; THENCE GO NORTH 00 DEGREE 20 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF TEN MILE ROAD (RIGHT-OF-WAY WIDTH VARIES) AND FOR THE POINT OF BEGINNING; THENCE GO SOUTH 89 DEGREES 48 MINUTES 37 SECONDS WEST ALONG THE AFORESAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 177.03 FEET; THENCE DEPARTING THE AFORESAID NORTH RIGHT-OF-WAY LINE GO NORTH 00 DEGREES 26 MINUTES 32 SECONDS EAST A DISTANCE OF 210.05 FEET; THENCE GO SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST A DISTANCE OF 138.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1076.00 FEET TO THE NORTH LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22; THENCE GO NORTH 89 DEGREES 40 MINUTES 39 SECONDS EAST ALONG THE AFORESAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 A DISTANCE OF 321.15 FEET TO THE NORTHEAST CORNER OF THE AFORESAID WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22; THENCE GO SOUTH 00 DEGREES 20 MINUTES 39 SECONDS WEST ALONG THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 A DISTANCE OF 1286.73 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 22, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; AND CONTAINS 8.71 ACRES.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2900

Clerk & Comptroller's Report 14. 1.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Acceptance of Reports

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date July 20, 2012, in the amount of \$2,310,725.61;

B. The following two Disbursement of Funds:

(1) July 5, 2012, to July 11, 2012, in the amount of \$5,298,586.09; and

(2) July 12, 2012, to July 18, 2012, in the amount of \$3,492,775.38;

C. Budget Comparison Reports for nine (9) months, or 75%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of June 30, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of June 30, 2012; and

(3) General Fund, graph of two-year comparison of actual revenue vs. actual expenditures as of June 30, 2012; and

D. The Investment Report for the month ended June 30, 2012.

Background:

Regarding the June 2012 Investment Report:

The total portfolio earnings for the month of June equaled \$131,905. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1-5 Yr. Treasury Index yielding -.09%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

CR I-1



EXECUTIVE ADMINISTRATION / LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: July 20, 2012

Check No:	\$0.00
Direct Deposits:	\$1,203,302.12
Total Deductions and Matching Costs:	\$1,107,423.49
Total Expenditures:	\$2,310,725.61

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 JUL 18 P 4:48
 OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION / LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
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 CHILD SUPPORT
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 COUNTY CRIMINAL
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 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
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ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

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 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

07/05/12 to 07/11/12

DISBURSEMENTS

Computer check run of:

<u>07/11/12</u>	\$ <u>5,085,467.75</u>
<u>L-Vendor</u>	\$ <u>84,313.20</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire

Preferred Governmental Claims	\$ <u>43,539.56</u>
Civic Center	\$ <u>85,265.58</u>

Total Disbursement by Wire

\$ 128,805.14

TOTAL DISBURSEMENTS

\$ 5,298,586.09

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2012 JUL 11 P 4:46
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
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 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
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 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

07/12/12 to 07/18/12

DISBURSEMENTS

Computer check run of:

<u>07/18/12</u>	\$ <u>3,414,699.92</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>17,683.11</u>
Dental Insurance	\$ <u>45,957.29</u>
Credit Card Purchases	\$ <u>14,435.06</u>

Total Disbursement by Wire

\$ 78,075.46

TOTAL DISBURSEMENTS

\$ 3,492,775.38

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 JUL 19 A 10:00
 BOARD OF COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
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 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

* AUDITOR * ACCOUNTANT * EX-OFFICIO CLERK TO THE BOARD * CUSTODIAN OF COUNTY FUNDS *

FINANCE
 JURY MANAGEMENT
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 ONE STOP
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

DATE: July 18, 2012

SUBJECT: Budget Comparison Reports October 1, 2011 through June 30, 2012

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for nine (9) months, or 75%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of June 30, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of June 30, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of June 30, 2012.

PLS/nac

2012 JUL 18 P 4:48
 CLERK OF THE BOARD OF
 COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

Budget to Actual Summary Report
For the fiscal year 2012
as of June 30, 2012
9 months or 75% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,457,361	\$ 175,852,714	\$ 125,483,335	71%	\$ 112,377,164	64%	\$13,106,171
101 Esc. County Restricted	293,382	21,080	1,272,266	1,586,728	228,490	14%	210,654	13%	17,836
102 Economic Development	2,765,000	131,438	1,626,128	4,522,566	440,382	10%	691,556	15%	(251,174)
103 Code Enforcement	2,188,239	0	972,453	3,160,692	1,216,774	38%	1,707,779	54%	(491,005)
104 Mass Transit	9,030,374	0	1,490,808	10,521,182	5,666,164	54%	6,204,711	59%	(538,547)
106 Mosquito Control	18,396	0	45,163	63,559	13,896	22%	12,631	20%	1,265
108 Tourist Promotion	5,758,178	2,597,408	1,861,847	10,217,433	5,537,207	54%	5,672,181	56%	(134,974)
110 Grants Fund	8,728,639	2,115,213	7,238,929	18,082,781	6,811,930	38%	7,394,850	41%	(582,920)
112 Disaster Recovery	0	0	0	0	11,496,137	n/a	0	n/a	11,496,137
114 Misdemeanor Probation	2,330,518	0	257,628	2,588,146	1,865,322	72%	1,548,479	60%	316,843
115 Article V	3,322,595	89,951	3,454,597	6,867,143	2,082,368	30%	2,415,952	35%	(333,584)
116 Development Review Fees	255,250	0	110,967	366,217	185,315	51%	168,394	46%	16,921
117 Perdido Key Beach Mouse	0	0	130,196	130,196	7,033	n/a	0	n/a	7,033
120 SHIP	160,000	0	476,864	636,864	228,725	36%	259,390	41%	(30,665)
121 Law Enforcement Trust	0	0	598,378	598,378	463,882	n/a	196,797	n/a	267,085
124 Affordable Housing Grant	1,732,212	857,931	1,629,377	4,219,520	1,519,312	36%	1,685,187	40%	(165,875)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	2,444,479	39%	2,271,160	36%	173,319
130 Handicapped Parking	19,000	0	195,945	214,945	34,820	16%	10,068	5%	24,752
131 Family Mediation	100,000	0	17,622	117,622	830	1%	5,543	5%	(4,713)
143 Fire Protection Fund	11,186,061	0	462,404	11,648,465	11,416,316	98%	7,352,788	63%	4,063,528
145 E-911	1,448,750	17,500	1,701,635	3,167,885	867,962	27%	1,241,403	39%	(373,441)
146 HUD-CDBG Housing Rehab	50,000	0	39,981	89,981	728	1%	(8,161)	-9%	8,889
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	980,471	22%	943,404	21%	37,067
151 Community Redevelopment	1,767,073	296,449	3,840,692	5,904,214	908,570	15%	923,556	16%	(14,986)
152 Southwest Sector	0	3,336,781	1,028,164	4,364,945	31,019	1%	215,553	5%	(184,534)
167 Bob Sikes Toll	2,707,500	0	1,274,855	3,982,355	2,462,043	62%	1,717,548	43%	744,495
175 Transportation Trust	19,870,212	909,488	2,602,622	23,382,322	15,297,719	65%	14,180,234	61%	1,117,485
177 StreetLighting and Road MSBU	748,553	0	373,275	1,121,828	797,777	71%	440,081	39%	357,696
181 Master Drainage	58,829	117,852	876,301	1,052,982	58,741	6%	140,344	13%	(81,603)

Budget to Actual Summary Report
 For the fiscal year 2012
 as of June 30, 2012
 9 months or 75% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	Gain/(Use) of Fund Balance ¹
203 Debt Service	9,961,141	0	0	9,961,141	54,561,070	548%	51,630,541	518%	2,930,529
320 FTA Grants	0	0	2,779,444	2,779,444	317,856	11%	323,320	12%	(5,464)
333 New Road Construction	0	0	256,447	256,447	1,174	0%	221,379	86%	(220,205)
351 LOST II	0	4,765,306	10,601,136	15,366,442	20	0%	16,246,371	106%	(16,246,351)
352 LOST III	34,420,900	18,288,019	59,721,569	112,430,488	40,501,266	36%	33,214,193	30%	7,287,073
401 Solid Waste	19,342,566	0	4,390,880	23,733,446	8,584,599	36%	9,422,332	40%	(837,733)
406 Inspections	2,639,118	0	1,767,149	4,406,267	1,452,135	33%	1,776,532	40%	(324,397)
408 EMS	13,719,127	0	11,221,769	24,940,896	11,248,265	45%	7,415,554	30%	3,832,711
409 Civic Center	6,934,743	0	587,018	7,521,761	5,328,136	71%	6,259,986	83%	(931,850)
501 Internal Service Fund	26,131,936	0	5,820	26,137,756	10,346,530	40%	8,644,976	33%	1,701,554
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 126,604,816	\$ 532,816,823	\$ 330,888,798	62%	\$ 305,134,430	57%	

¹ This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

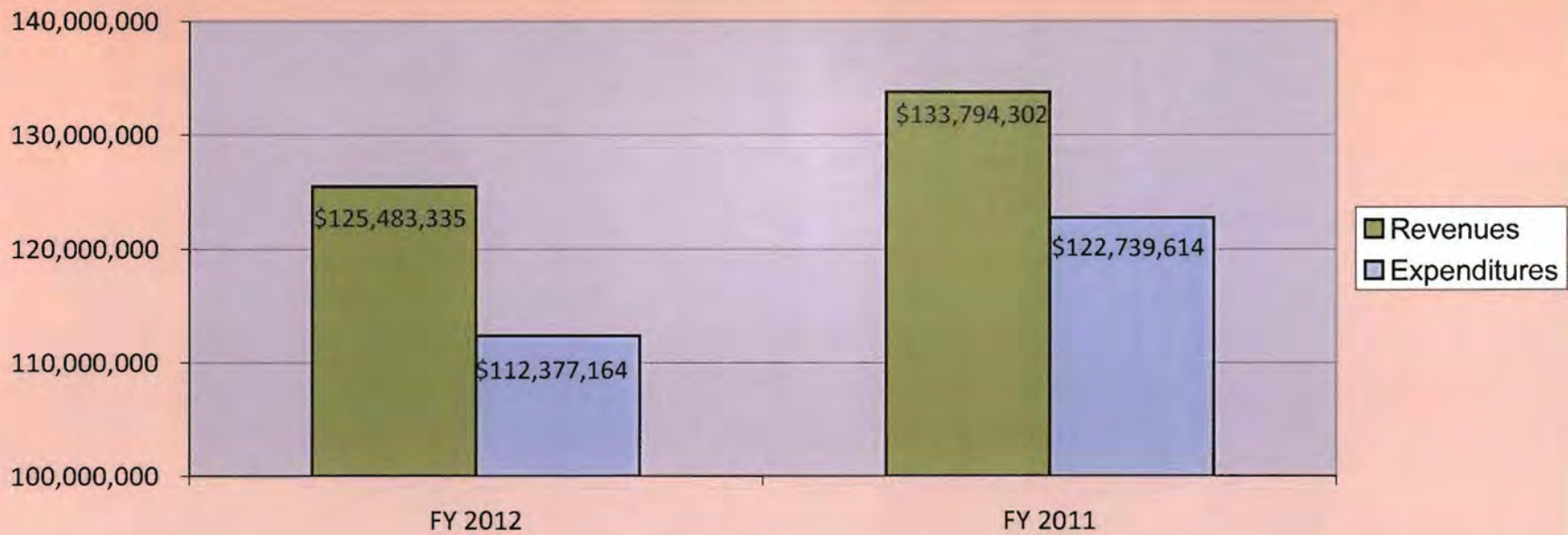
Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of June 30, 2012
9 months or 75% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - June Fiscal 2012	Actual Revenue Oct - June Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - June Fiscal 2012	Actual Expenditures Oct - June Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 125,483,335	\$ 133,794,302	-6%	\$ 112,377,164	\$ 122,739,614	-8%
101	Esc. County Restricted	228,490	243,754	-6%	210,654	251,709	-16%
102	Economic Development	440,382	2,427,399	-82%	691,556	1,308,441	-47%
103	Code Enforcement	1,216,774	1,774,436	-31%	1,707,779	1,456,992	17%
104	Mass Transit	5,666,164	6,831,007	-17%	6,204,711	5,449,922	14%
106	Mosquito Control	13,896	28,014	-50%	12,631	49,454	-74%
108	Tourist Promotion	5,537,207	5,422,368	2%	5,672,181	3,852,853	47%
110	Grants Fund	6,811,930	3,114,009	119%	7,394,850	4,650,918	59%
112	Disaster Recovery	11,496,137	590,966	1845%	-	5,065,781	-100%
114	Misdemeanor Probation	1,865,322	1,882,874	-1%	1,548,479	1,629,852	-5%
115	Article V	2,082,368	2,120,750	-2%	2,415,952	1,773,497	36%
116	Development Review Fees	185,315	230,110	-19%	168,394	163,273	3%
117	Perdido Key Beach Mouse	7,033	801	778%	-	-	n/a
120	SHIP	228,725	80,982	182%	259,390	647,222	-60%
121	Law Enforcement Trust	463,882	386,721	20%	196,797	231,219	-15%
124	Affordable Housing Grant	1,519,312	27,205	5485%	1,685,187	241,586	598%
129	CDBG/HUD	2,444,479	3,022,841	-19%	2,271,160	3,069,214	-26%
130	Handicapped Parking	34,820	23,502	48%	10,068	54,090	-81%
131	Family Mediation	830	747	11%	5,543	3,828	45%
143	Fire Protection Fund	11,416,316	10,744,727	6%	7,352,788	8,642,808	-15%
145	E-911	867,962	607,379	43%	1,241,403	1,030,665	20%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2012
as of June 30, 2012
9 months or 75% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - June Fiscal 2012	Actual Revenue Oct - June Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - June Fiscal 2012	Actual Expenditures Oct - June Fiscal 2011	Incr/ -Dec from Fiscal 2011
146	HUD-CDBG Housing Rehab	728	238	206%	(8,161)	(8,835)	n/a
147	HUD-Home Fund	980,471	1,122,117	-13%	943,404	1,108,576	-15%
151	Community Redevelopment	908,570	957,327	-5%	923,556	1,760,515	-48%
152	Southwest Sector	31,019	117,880	-74%	215,553	215,829	0%
167	Bob Sikes Toll	2,462,043	2,658,050	-7%	1,717,548	1,807,733	-5%
175	Transportation Trust	15,297,719	16,098,190	-5%	14,180,234	15,452,296	-8%
177	StreetLighting and Road MSBU	797,777	835,096	-4%	440,081	405,442	9%
181	Master Drainage	58,741	53,543	10%	140,344	409,799	-66%
203	Debt Service	54,561,070	6,031,783	805%	51,630,541	3,501,656	1374%
320	FTA Grants	317,856	478,504	-34%	323,320	488,461	-34%
333	New Road Construction	1,174	2,175	-46%	221,379	209,256	6%
350	LOST I	-	153	n/a	-	80,105	n/a
351	LOST II	20	550,468	-100%	16,246,371	5,326,569	205%
352	LOST III	40,501,266	25,564,568	58%	33,214,193	24,057,999	38%
401	Solid Waste	8,584,599	11,529,292	-26%	9,422,332	12,942,034	-27%
406	Inspections	1,452,135	1,404,135	3%	1,776,532	1,909,897	-7%
408	EMS	11,248,265	10,948,298	3%	7,415,554	7,156,105	4%
409	Civic Center	5,328,136	4,608,297	16%	6,259,986	5,332,765	100%
501	Internal Service Fund	10,346,530	14,809,901	-30%	8,644,976	9,146,618	-5%
	TOTALS	\$ 330,888,798	\$ 271,124,909	22%	\$ 305,134,430	253,615,758	20%

General Fund Only
Actual Revenues vs. Actual Expenditures
October through June
Two Year Comparison
FY 2012 and FY 2011



Note: General Fund **Revenues** decreased by about \$8 million, while General Fund **Expenditures** decreased by about \$10.3 million.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
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ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

* AUDITOR * ACCOUNTANT * EX-OFFICIO CLERK TO THE BOARD * CUSTODIAN OF COUNTY FUNDS *

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 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

DATE: July 19, 2012

SUBJECT: June 2012 Investment Report

2012 JUL 19 P 12:17
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended June 30, 2012 as required by Ordinance 95-13.

The total portfolio earnings for the month of June equaled \$131,905. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .06%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding -.09%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

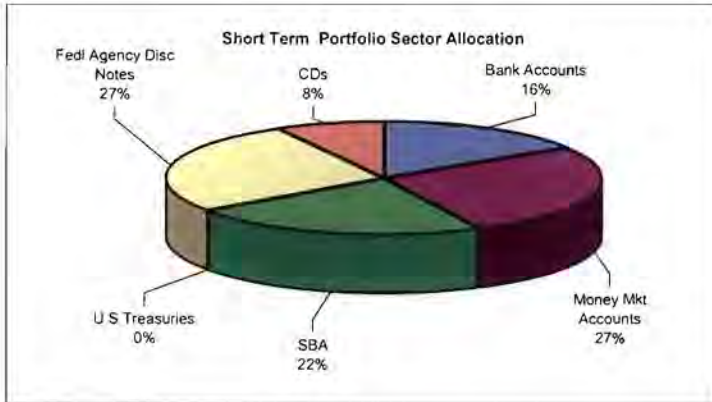
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

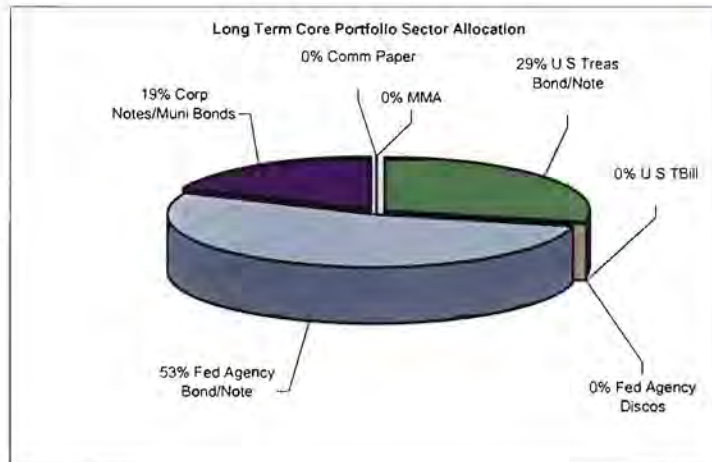


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2011-2012
June 30, 2012**

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 17,474,223	\$ 17,474,223	16%
Money Market Accounts	29,862,196	29,862,196	27%
State Board of Administration	24,066,125	24,066,125	22%
U S Treasuries	-	-	0%
Federal Agency Discount Notes	30,000,000	29,995,370	27%
Certificates of Deposit	10,000,000	10,000,000	8%
Total Short Term Portfolio Assets:	\$ 111,402,544	\$ 111,397,914	100%
Short Term Portfolio Yield:	0.24%	YTD Earnings:	\$153,403
Benchmark S&P GIP Index 30 Day:	0.06%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 29,295,000	\$ 29,956,179	29%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	52,875,000	54,899,748	53%
Corporate Notes/Muni Bonds	18,775,000	19,138,199	19%
Commercial Paper	-	-	0%
Federated Govt Money Market Fund	30,325	30,325	0%
Total Managed CORE Assets:	\$100,975,325	\$104,024,451	100%
CORE Portfolio Yield to Maturity at Cost:	1.25%	YTD Earnings:	\$ 1,256,536
CORE Portfolio Yield to Maturity at Market:	0.57%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	-0.06%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	-0.09%		

Total Portfolio: \$ 212,377,869 \$ 215,422,365

Current Month Earnings: \$ 131,905

Year to Date Earnings: \$ 1,409,939

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBA COUNTY, FLORIDA
 June 30, 2012

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 6/30/2012	Book Value 6/30/2012	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
BANK ACCOUNTS:											
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	16,685,182	16,685,182	16,685,182				
BANK OF AMERICA (SHIP)			0.30%	NA	688,771	688,771	688,771				
BANK OF AMERICA (DDA)			0.30%	NA	100,270	100,270	100,270				
TOTAL BANK ACCOUNT					17,474,223	17,474,223	17,474,223	15.69%			
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.25%	NA	24,752,276	24,752,276	24,752,276			22.22%	10.00%
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.16%	NA	102,507	102,507	102,507			0.09%	10.00%
SERVISFIRST (MONEY MKT) ACCOUNT			0.30%	NA	5,007,413	5,007,413	5,007,413			4.50%	10.00%
TOTAL MONEY MARKET ACCOUNT					29,862,196	29,862,196	29,862,196	26.81%	20.00%		
STATE BOARD OF ADMINISTRATION Acct #141071			0.31%	NA	24,066,125	24,066,125	24,066,125				
TOTAL STATE BOARD OF ADMINISTRATION					24,066,125	24,066,125	24,066,125	21.60%	50.00%		
FEDERAL INSTRUMENTALITIES:											
MSSB-FHLB	12/14/2011	10/15/2012	0.08%	0.08%	5,000,000	4,998,690	4,998,833				
MSSB-FHLMC	12/14/2011	8/16/2012	0.08%	0.08%	5,000,000	4,999,690	4,999,500				
TOTAL MSSB					10,000,000	9,998,380	9,998,333			8.98%	25.00%
CANTOR-FNMA	12/14/2011	7/16/2012	0.07%	0.07%	5,000,000	4,999,940	4,999,863				
CANTOR-FNMA	12/14/2011	9/14/2012	0.07%	0.07%	5,000,000	4,999,180	4,999,294				
TOTAL CANTOR					10,000,000	9,999,120	9,999,158			8.98%	25.00%
RBC-FNMA	1/5/2012	9/28/2012	0.08%	0.08%	5,000,000	4,999,020	4,999,011				
TOTAL RBC					5,000,000	4,999,020	4,999,011			4.49%	25.00%
UBSPW-FHLMC	1/5/2012	10/2/2012	0.10%	0.10%	5,000,000	4,998,850	4,998,709				
					5,000,000	4,998,850	4,998,709				
TOTAL FEDERAL INSTRUMENTALITIES					30,000,000	29,995,370	29,995,210	26.93%	100.00%		
CERTIFICATES OF DEPOSITS:											
COMPASS BANK	07/20/11	07/20/12	0.35%	0.35%	5,000,000	5,000,000	5,000,000				
TOTAL COMPASS BANK					5,000,000	5,000,000	5,000,000		See Above	4.49%	10.00%
SERVISFIRST	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000				
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000			4.49%	10.00%
TOTAL CERTIFICATES OF DEPOSITS					10,000,000	10,000,000	10,000,000	8.98%	20.00%		
TOTAL INVESTMENTS					111,402,544	111,397,914	111,397,753	100.00%			
INTEREST RECEIVABLE AS OF:	6/30/2012						35,809				
TOTAL EQUITY IN INVESTMENTS AS OF:	6/30/2012						111,433,562				
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	6/30/2012						103,005,053				
TOTAL EQUITY IN INVESTMENTS AS OF:	6/30/2012						214,438,615				



Managed Account Issuer Summary

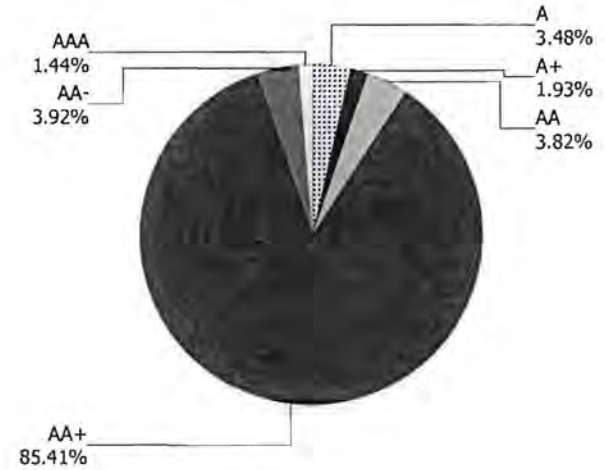
For the Month Ending **June 30, 2012**

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	2,010,816.00	1.93
CALLEGUA WTR DIST, CA	1,492,950.00	1.44
DEERE & COMPANY	2,517,819.40	2.42
FANNIE MAE	22,638,580.18	21.77
FEDERAL FARM CREDIT BANKS	3,541,559.12	3.41
FEDERAL HOME LOAN BANKS	6,718,599.80	6.46
FREDDIE MAC	22,001,009.25	21.16
GENERAL ELECTRIC CO	3,965,722.80	3.81
MCDONALD'S CORPORATION	1,099,872.40	1.06
PROCTER & GAMBLE CO	3,007,791.00	2.89
STATE OF MICHIGAN	1,069,307.20	1.03
UNITED STATES TREASURY	29,956,179.09	28.80
WAL-MART STORES INC	3,973,920.00	3.82
Total	\$103,994,126.24	100.00%

Credit Quality (S&P Ratings)





ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2964

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Write-off of Accounts Receivable

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$464,650.11 in accounts receivable that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

Background:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings, as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

Attachments

CR I-2



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: Patricia L. Sheldon
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

DATE: July 16, 2012

SUBJECT: Write off Accounts Receivable

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of **\$464,650.11** in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs from EMS Ambulance Billings as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

PLS/JC/nac

Attachment

JUL 17 10 21 AM '12
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL

RESOLUTION R2012-

WHEREAS, certain accounts totaling \$464,650.11 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:

Joyce Collins

From: Joseph A. Scialdone [jascialdone@co.escambia.fl.us]
Sent: Friday, July 13, 2012 2:49 PM
To: Joyce Collins
Cc: Lorraine Hudson; Trisha K. Pohlmann; Jennifer Diaz Quinn
Subject: BDWO FY2011_12Q3 (\$464,650.11) ... 7/26/12 BCC
Importance: High
Attachments: MEMO - BDWO FY2011_12Q3 (464650.11) 071312.docx; BDWOFY2011_12 Q3 (No Names).xls

Hi Joyce,

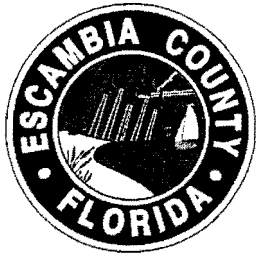
The attached is our **Bad Debt Write Off for FY2011_12Q3**. The total amount requested is **\$464,650.11**, and all accounts have been with our outside collection agency for at least 120 days.

We anticipate making it onto the BCC agenda for the **7/26/12 BCC Meeting**.

Please let me know if you need any additional information.

Joe Scialdone
Escambia County EMS Billing
850-471-6507
850-390-3150 mobile

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.



Board of County Commissioners • Escambia County, Florida

Joe Scialdone, EMS Billing
Public Safety Department

INTEROFFICE MEMORANDUM

TO: Joyce Collins, Accountant I
Escambia County Clerk's Office

FROM: Joe Scialdone, Billing Supervisor
EMS Billing Department

DATE: July 13, 2012

RE: Bad Debt Write-off (3rd Qtr FY 2011-12)

Enclosed are the accounts from the specified period for processing as bad debt.

These accounts have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to our secondary collection agency. All accounts have been with our secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated. We anticipate it making the BCC Agenda on July 26, 2012.

Please advise Trisha Pohlmann once it has been included in the Board agenda for its action.

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 464,650.11

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6507 • Fax (850) 471-6518

JAScialdone@MyEscambia.com

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2006-10-18	Run 27,561		469.00
2007-12-21	Run 35,849		490.00
2008-01-31	Run 2,947		400.00
2008-09-15	Run 24,467		400.00
2008-10-27	Run 28,298		545.00
2009-05-16	Run 13,140		410.00
2009-07-18	Run 19,366		685.00
2009-08-15	Run 22,077		555.00
2009-11-25	Run 31,911		705.00
2010-01-03	Run 277		640.00
2010-04-04	Run 8,711		550.00
2010-08-27	Run 22,974		72.49
2010-10-03	Run 26,410		685.00
2010-10-04	Run 26,580		120.00
2010-11-19	Run 30,778		109.00
2010-11-30	Run 31,649		745.00
2010-12-03	Run 31,977		715.00
2010-12-07	Run 32,262		207.14
2010-12-11	Run 32,596		605.00
2010-12-20	Run 33,417		755.00
2010-12-23	Run 33,612		625.00
2010-12-24	Run 33,714		595.00
2010-12-24	Run 33,762		575.00
2010-12-26	Run 33,905		705.00
2010-12-30	Run 34,204		595.00
2011-01-15	Run 1,331		200.00
2011-01-19	Run 1,747		323.60
2011-02-08	Run 3,575		79.15
2011-02-19	Run 4,619		329.69
2011-02-23	Run 5,141		461.85
2011-02-26	Run 5,370		92.03
2011-03-02	Run 5,723		544.31
2011-03-04	Run 5,964		115.00
2011-03-10	Run 6,470		555.00
2011-03-10	Run 6,503		815.00
2011-03-12	Run 6,692		685.00
2011-03-13	Run 6,794		745.00
2011-03-14	Run 6,888		705.00
2011-03-15	Run 7,017		100.00
2011-03-17	Run 7,166		75.00
2011-03-20	Run 7,583		725.00
2011-03-24	Run 7,994		75.00
2011-04-01	Run 8,716		225.00
2011-04-02	Run 8,899		595.00
2011-04-04	Run 9,043		22.29
2011-04-08	Run 9,413		635.00
2011-04-08	Run 9,466		139.00
2011-04-08	Run 9,467		82.40
2011-04-09	Run 9,487		885.00
2011-04-11	Run 9,801		117.00
2011-04-13	Run 9,941		615.00
2011-04-16	Run 10,207		535.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-04-16	Run 10,240		565.00
2011-04-16	Run 10,254		80.55
2011-04-18	Run 10,460		485.00
2011-04-19	Run 10,491		490.00
2011-04-21	Run 10,754		555.00
2011-04-23	Run 11,047		278.71
2011-04-24	Run 11,147		625.00
2011-04-27	Run 11,340		18.25
2011-04-27	Run 11,391		107.00
2011-04-29	Run 11,632		755.00
2011-04-30	Run 11,644		602.44
2011-04-30	Run 11,678		655.00
2011-05-04	Run 12,057		655.00
2011-05-06	Run 12,209		188.42
2011-05-10	Run 12,621		605.00
2011-05-12	Run 12,850		283.00
2011-05-17	Run 13,353		65.50
2011-05-17	Run 13,358		129.00
2011-05-20	Run 13,675		85.00
2011-05-21	Run 13,649		580.00
2011-05-21	Run 13,708		695.00
2011-05-21	Run 13,712		506.50
2011-05-21	Run 13,737		785.00
2011-05-23	Run 13,918		133.00
2011-05-25	Run 14,205		81.19
2011-05-27	Run 14,340		101.00
2011-05-27	Run 14,345		595.00
2011-05-28	Run 14,485		535.00
2011-05-29	Run 14,515		655.00
2011-05-30	Run 14,645		200.00
2011-05-30	Run 14,662		91.34
2011-05-30	Run 14,689		635.00
2011-05-31	Run 14,763		155.00
2011-06-01	Run 14,872		100.00
2011-06-02	Run 14,972		625.00
2011-06-04	Run 15,182		775.00
2011-06-05	Run 15,207		595.00
2011-06-05	Run 15,246		200.00
2011-06-05	Run 15,262		107.00
2011-06-05	Run 15,263		119.00
2011-06-06	Run 15,365		207.78
2011-06-09	Run 15,639		615.00
2011-06-10	Run 15,706		610.00
2011-06-12	Run 15,916		20.00
2011-06-12	Run 15,918		635.00
2011-06-13	Run 16,086		35.55
2011-06-14	Run 16,119		555.00
2011-06-14	Run 16,164		695.00
2011-06-15	Run 16,187		100.00
2011-06-15	Run 16,199		87.37
2011-06-15	Run 16,280		605.00
2011-06-16	Run 16,323		635.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-06-17	Run 16,399		595.00
2011-06-18	Run 16,464		176.88
2011-06-18	Run 16,479		129.88
2011-06-18	Run 16,509		100.00
2011-06-18	Run 16,578		665.00
2011-06-19	Run 16,612		755.00
2011-06-21	Run 16,785		675.00
2011-06-21	Run 16,841		123.00
2011-06-22	Run 16,876		82.15
2011-06-22	Run 16,938		575.00
2011-06-23	Run 17,006		125.00
2011-06-23	Run 17,007		60.00
2011-06-23	Run 17,020		555.00
2011-06-24	Run 17,156		665.00
2011-06-25	Run 17,227		137.00
2011-06-25	Run 17,321		655.00
2011-06-26	Run 17,327		69.13
2011-06-27	Run 17,457		685.00
2011-06-27	Run 17,491		8.89
2011-06-28	Run 17,547		100.00
2011-06-29	Run 17,601		595.00
2011-06-29	Run 17,703		545.00
2011-06-29	Run 17,709		675.00
2011-06-29	Run 17,733		555.00
2011-06-30	Run 17,782		128.86
2011-07-01	Run 17,820		645.00
2011-07-01	Run 17,905		110.00
2011-07-01	Run 17,923		108.63
2011-07-02	Run 17,948		200.00
2011-07-02	Run 17,973		168.26
2011-07-03	Run 18,076		44.89
2011-07-03	Run 18,091		545.00
2011-07-03	Run 18,142		705.00
2011-07-04	Run 18,138		50.41
2011-07-04	Run 18,182		68.58
2011-07-04	Run 18,187		17.09
2011-07-05	Run 18,282		150.00
2011-07-05	Run 18,338		217.32
2011-07-06	Run 18,406		489.23
2011-07-07	Run 18,495		645.00
2011-07-07	Run 18,550		745.00
2011-07-07	Run 18,559		208.00
2011-07-08	Run 18,588		685.00
2011-07-08	Run 18,594		885.00
2011-07-08	Run 18,612		137.00
2011-07-08	Run 18,637		735.00
2011-07-08	Run 18,648		660.00
2011-07-08	Run 18,676		85.17
2011-07-08	Run 19,634		755.00
2011-07-09	Run 18,768		695.00
2011-07-09	Run 19,783		635.00
2011-07-10	Run 18,850		840.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-10	Run 18,893		200.00
2011-07-11	Run 18,987		82.84
2011-07-11	Run 19,001		399.50
2011-07-12	Run 19,061		382.70
2011-07-13	Run 19,137		200.00
2011-07-13	Run 19,149		350.00
2011-07-13	Run 19,169		645.00
2011-07-14	Run 19,247		655.00
2011-07-15	Run 19,362		153.00
2011-07-15	Run 19,383		100.00
2011-07-16	Run 19,463		545.00
2011-07-16	Run 19,503		820.00
2011-07-17	Run 19,523		535.00
2011-07-17	Run 19,555		104.10
2011-07-17	Run 19,614		635.00
2011-07-17	Run 19,625		150.00
2011-07-18	Run 19,618		825.00
2011-07-18	Run 19,675		595.00
2011-07-18	Run 19,693		232.90
2011-07-18	Run 19,747		805.00
2011-07-18	Run 19,754		60.00
2011-07-19	Run 19,770		605.00
2011-07-19	Run 19,790		725.00
2011-07-19	Run 19,884		765.00
2011-07-21	Run 20,005		725.00
2011-07-22	Run 20,095		85.00
2011-07-22	Run 20,128		248.94
2011-07-23	Run 20,219		580.00
2011-07-23	Run 20,229		715.00
2011-07-23	Run 20,232		57.50
2011-07-25	Run 20,430		895.00
2011-07-26	Run 20,478		725.00
2011-07-26	Run 20,519		131.00
2011-07-26	Run 20,523		87.23
2011-07-27	Run 20,572		468.31
2011-07-27	Run 20,579		735.00
2011-07-27	Run 20,614		85.17
2011-07-27	Run 20,620		200.00
2011-07-27	Run 20,623		595.00
2011-07-28	Run 20,702		555.00
2011-07-29	Run 20,809		605.00
2011-07-29	Run 20,863		745.00
2011-07-29	Run 20,875		785.00
2011-07-30	Run 20,847		232.50
2011-07-30	Run 20,908		745.00
2011-07-30	Run 20,970		100.00
2011-07-30	Run 20,979		102.18
2011-07-31	Run 20,942		585.00
2011-07-31	Run 20,961		338.30
2011-07-31	Run 21,018		755.00
2011-07-31	Run 21,025		665.00
2011-07-31	Run 21,080		535.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-01	Run 21,058		635.00
2011-08-01	Run 21,124		200.00
2011-08-01	Run 21,135		60.00
2011-08-01	Run 21,136		60.00
2011-08-01	Run 21,160		47.36
2011-08-02	Run 21,194		775.00
2011-08-02	Run 21,207		200.00
2011-08-02	Run 21,208		705.00
2011-08-02	Run 21,217		80.51
2011-08-02	Run 21,229		735.00
2011-08-02	Run 21,243		635.00
2011-08-03	Run 21,272		565.00
2011-08-03	Run 21,279		535.00
2011-08-03	Run 21,312		695.00
2011-08-04	Run 21,428		47.50
2011-08-04	Run 21,436		755.00
2011-08-04	Run 21,441		585.00
2011-08-05	Run 21,509		620.00
2011-08-05	Run 21,535		148.40
2011-08-05	Run 21,540		785.00
2011-08-05	Run 21,542		645.00
2011-08-05	Run 21,545		127.00
2011-08-05	Run 21,548		695.00
2011-08-06	Run 21,587		108.24
2011-08-07	Run 21,670		705.00
2011-08-07	Run 21,690		521.00
2011-08-07	Run 21,802		100.00
2011-08-07	Run 21,860		383.79
2011-08-08	Run 21,773		73.47
2011-08-08	Run 21,797		645.00
2011-08-08	Run 21,833		571.00
2011-08-08	Run 21,842		535.00
2011-08-08	Run 21,876		86.54
2011-08-08	Run 21,894		675.00
2011-08-08	Run 21,900		181.00
2011-08-09	Run 21,938		615.00
2011-08-09	Run 21,940		245.34
2011-08-09	Run 21,965		16.40
2011-08-09	Run 21,966		620.00
2011-08-09	Run 21,973		665.00
2011-08-09	Run 21,985		72.84
2011-08-09	Run 22,306		615.00
2011-08-10	Run 22,027		90.52
2011-08-10	Run 22,029		632.50
2011-08-10	Run 22,043		204.64
2011-08-10	Run 22,060		85.00
2011-08-10	Run 22,072		755.00
2011-08-10	Run 22,077		204.64
2011-08-10	Run 22,081		99.44
2011-08-10	Run 22,084		292.20
2011-08-11	Run 22,101		615.00
2011-08-11	Run 22,108		119.66

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-11	Run 22,118		91.21
2011-08-11	Run 22,130		695.00
2011-08-11	Run 22,138		100.00
2011-08-11	Run 22,202		108.63
2011-08-11	Run 22,207		150.00
2011-08-11	Run 22,218		605.00
2011-08-12	Run 22,271		150.00
2011-08-12	Run 22,279		705.00
2011-08-12	Run 22,280		535.00
2011-08-12	Run 22,282		795.00
2011-08-12	Run 22,296		655.00
2011-08-13	Run 22,363		995.00
2011-08-13	Run 22,364		150.00
2011-08-13	Run 22,402		110.00
2011-08-13	Run 22,415		85.00
2011-08-13	Run 22,417		705.00
2011-08-13	Run 22,422		575.00
2011-08-14	Run 22,436		795.00
2011-08-14	Run 22,444		91.07
2011-08-14	Run 22,445		825.00
2011-08-14	Run 22,456		735.00
2011-08-14	Run 22,469		755.00
2011-08-14	Run 22,479		655.00
2011-08-15	Run 22,503		595.00
2011-08-15	Run 22,504		530.00
2011-08-15	Run 22,508		79.42
2011-08-15	Run 22,539		725.00
2011-08-15	Run 22,565		71.87
2011-08-15	Run 22,607		150.00
2011-08-16	Run 22,579		535.00
2011-08-16	Run 22,603		69.82
2011-08-16	Run 22,629		85.00
2011-08-16	Run 22,638		84.75
2011-08-16	Run 22,639		84.48
2011-08-16	Run 22,658		200.00
2011-08-16	Run 22,671		67.90
2011-08-16	Run 22,687		695.00
2011-08-16	Run 22,702		131.00
2011-08-16	Run 22,740		585.00
2011-08-17	Run 22,758		575.00
2011-08-17	Run 22,779		85.00
2011-08-17	Run 22,790		715.00
2011-08-17	Run 22,791		685.00
2011-08-17	Run 22,802		70.09
2011-08-17	Run 22,809		595.00
2011-08-17	Run 22,814		755.00
2011-08-17	Run 22,821		150.15
2011-08-18	Run 22,832		705.00
2011-08-18	Run 22,835		635.00
2011-08-18	Run 22,840		645.00
2011-08-18	Run 22,855		775.00
2011-08-18	Run 22,856		715.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-18	Run 22,858		89.01
2011-08-18	Run 22,862		147.00
2011-08-18	Run 22,870		655.00
2011-08-18	Run 22,880		705.00
2011-08-18	Run 22,887		200.00
2011-08-18	Run 22,891		99.30
2011-08-18	Run 22,902		200.00
2011-08-18	Run 22,907		705.00
2011-08-18	Run 22,912		735.00
2011-08-18	Run 22,915		695.00
2011-08-18	Run 22,928		605.00
2011-08-18	Run 22,944		695.00
2011-08-18	Run 22,945		80.51
2011-08-18	Run 23,260		725.00
2011-08-18	Run 24,274		81.19
2011-08-19	Run 22,961		168.42
2011-08-19	Run 22,965		57.82
2011-08-19	Run 22,966		585.00
2011-08-19	Run 22,967		59.98
2011-08-19	Run 22,970		625.00
2011-08-19	Run 22,977		715.00
2011-08-19	Run 22,982		1,045.00
2011-08-19	Run 22,987		545.00
2011-08-19	Run 23,013		426.43
2011-08-19	Run 23,016		785.00
2011-08-19	Run 23,024		730.00
2011-08-19	Run 23,029		795.00
2011-08-19	Run 23,030		535.00
2011-08-19	Run 23,035		675.00
2011-08-19	Run 23,037		655.00
2011-08-19	Run 23,040		745.00
2011-08-19	Run 23,041		120.11
2011-08-20	Run 23,027		560.00
2011-08-20	Run 23,054		160.00
2011-08-20	Run 23,059		725.00
2011-08-20	Run 23,066		665.00
2011-08-20	Run 23,071		615.00
2011-08-20	Run 23,075		482.10
2011-08-20	Run 23,076		84.21
2011-08-20	Run 23,080		705.00
2011-08-20	Run 23,082		795.00
2011-08-20	Run 23,084		80.51
2011-08-20	Run 23,086		79.84
2011-08-20	Run 23,090		81.19
2011-08-20	Run 23,092		87.09
2011-08-20	Run 23,094		93.54
2011-08-20	Run 23,101		635.00
2011-08-20	Run 23,114		645.00
2011-08-20	Run 23,123		200.00
2011-08-20	Run 23,126		615.00
2011-08-21	Run 23,137		605.00
2011-08-21	Run 23,163		770.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-21	Run 23,165		545.00
2011-08-21	Run 23,167		765.00
2011-08-21	Run 23,168		91.07
2011-08-21	Run 23,172		82.43
2011-08-21	Run 23,174		675.00
2011-08-21	Run 23,180		695.00
2011-08-21	Run 23,185		625.00
2011-08-21	Run 23,187		555.00
2011-08-21	Run 23,191		655.00
2011-08-21	Run 23,194		805.00
2011-08-21	Run 23,199		675.00
2011-08-21	Run 23,211		20.00
2011-08-21	Run 23,218		72.01
2011-08-21	Run 23,223		404.51
2011-08-21	Run 23,229		635.00
2011-08-21	Run 23,235		715.00
2011-08-21	Run 23,237		565.00
2011-08-21	Run 23,238		150.00
2011-08-21	Run 23,257		88.74
2011-08-22	Run 23,241		150.00
2011-08-22	Run 23,254		685.00
2011-08-22	Run 23,255		88.74
2011-08-22	Run 23,276		755.00
2011-08-22	Run 23,278		685.00
2011-08-22	Run 23,280		735.00
2011-08-22	Run 23,285		125.00
2011-08-22	Run 23,286		392.81
2011-08-22	Run 23,292		80.51
2011-08-22	Run 23,296		150.00
2011-08-22	Run 23,302		695.00
2011-08-22	Run 23,304		845.00
2011-08-22	Run 23,306		715.00
2011-08-22	Run 23,308		283.00
2011-08-22	Run 23,321		645.00
2011-08-22	Run 23,324		200.00
2011-08-22	Run 23,326		755.00
2011-08-22	Run 23,328		545.00
2011-08-22	Run 23,334		755.00
2011-08-22	Run 23,338		555.00
2011-08-22	Run 23,339		127.00
2011-08-22	Run 23,343		420.00
2011-08-22	Run 23,354		851.46
2011-08-22	Run 23,357		60.00
2011-08-22	Run 23,358		615.00
2011-08-23	Run 23,355		80.24
2011-08-23	Run 23,367		70.09
2011-08-23	Run 23,375		795.00
2011-08-23	Run 23,379		7.74
2011-08-23	Run 23,380		81.47
2011-08-23	Run 23,387		433.42
2011-08-23	Run 23,391		835.00
2011-08-23	Run 23,407		115.35

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-23	Run 23,413		20.00
2011-08-23	Run 23,414		99.64
2011-08-23	Run 23,416		755.00
2011-08-23	Run 23,417		595.00
2011-08-23	Run 23,426		356.35
2011-08-23	Run 23,427		90.12
2011-08-23	Run 23,430		650.00
2011-08-23	Run 23,431		555.00
2011-08-23	Run 23,438		745.00
2011-08-23	Run 23,439		85.00
2011-08-23	Run 23,441		695.00
2011-08-23	Run 23,449		555.00
2011-08-23	Run 23,466		565.00
2011-08-23	Run 23,473		82.56
2011-08-23	Run 23,595		80.51
2011-08-23	Run 23,596		107.10
2011-08-24	Run 23,486		17.80
2011-08-24	Run 23,493		389.00
2011-08-24	Run 23,494		25.23
2011-08-24	Run 23,497		745.00
2011-08-24	Run 23,498		755.00
2011-08-24	Run 23,504		70.78
2011-08-24	Run 23,509		715.00
2011-08-24	Run 23,513		595.00
2011-08-24	Run 23,520		665.00
2011-08-24	Run 23,523		805.00
2011-08-24	Run 23,525		705.00
2011-08-24	Run 23,531		123.00
2011-08-24	Run 23,536		585.00
2011-08-24	Run 23,542		87.50
2011-08-24	Run 23,543		645.00
2011-08-24	Run 23,548		795.00
2011-08-24	Run 23,549		133.00
2011-08-24	Run 23,555		100.00
2011-08-24	Run 23,575		535.00
2011-08-24	Run 23,587		615.00
2011-08-25	Run 23,564		85.99
2011-08-25	Run 23,580		83.40
2011-08-25	Run 23,583		150.00
2011-08-25	Run 23,597		795.00
2011-08-25	Run 23,601		835.00
2011-08-25	Run 23,614		150.00
2011-08-25	Run 23,626		383.79
2011-08-25	Run 23,633		150.00
2011-08-25	Run 23,647		645.00
2011-08-25	Run 23,648		200.00
2011-08-25	Run 23,651		550.40
2011-08-25	Run 23,677		625.00
2011-08-25	Run 23,687		143.00
2011-08-25	Run 23,692		20.91
2011-08-26	Run 23,671		535.00
2011-08-26	Run 23,675		81.88

**ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off**

Trip Date	Run #	Customer	Due
2011-08-26	Run 23,720		805.00
2011-08-26	Run 23,753		585.00
2011-08-26	Run 23,756		745.00
2011-08-26	Run 23,759		705.00
2011-08-26	Run 23,772		232.90
2011-08-26	Run 23,779		555.00
2011-08-26	Run 23,781		605.00
2011-08-26	Run 23,790		535.00
2011-08-26	Run 23,800		765.00
2011-08-27	Run 23,813		535.00
2011-08-27	Run 23,818		548.31
2011-08-27	Run 23,832		705.00
2011-08-27	Run 23,833		337.31
2011-08-27	Run 23,835		645.00
2011-08-27	Run 23,844		725.00
2011-08-27	Run 23,848		645.00
2011-08-27	Run 23,859		725.00
2011-08-27	Run 23,860		715.00
2011-08-27	Run 23,862		735.00
2011-08-27	Run 23,864		755.00
2011-08-27	Run 23,867		200.00
2011-08-27	Run 23,870		118.74
2011-08-27	Run 23,871		150.00
2011-08-27	Run 23,885		665.00
2011-08-27	Run 23,894		695.00
2011-08-27	Run 23,901		695.00
2011-08-28	Run 23,875		785.00
2011-08-28	Run 23,909		825.00
2011-08-28	Run 23,913		98.40
2011-08-28	Run 23,918		555.00
2011-08-28	Run 23,922		545.00
2011-08-28	Run 23,924		645.00
2011-08-28	Run 23,925		89.70
2011-08-28	Run 23,928		20.00
2011-08-28	Run 23,940		755.00
2011-08-28	Run 23,952		715.00
2011-08-28	Run 23,956		451.74
2011-08-28	Run 23,969		605.00
2011-08-28	Run 23,983		335.00
2011-08-29	Run 23,986		82.48
2011-08-29	Run 24,000		695.00
2011-08-29	Run 24,005		470.00
2011-08-29	Run 24,009		565.00
2011-08-29	Run 24,010		90.80
2011-08-29	Run 24,022		397.32
2011-08-29	Run 24,026		100.00
2011-08-29	Run 24,035		830.00
2011-08-29	Run 24,054		725.00
2011-08-29	Run 24,063		535.00
2011-08-29	Run 24,065		555.00
2011-08-30	Run 24,043		735.00
2011-08-30	Run 24,067		150.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-30	Run 24,068		410.00
2011-08-30	Run 24,069		535.00
2011-08-30	Run 24,074		725.00
2011-08-30	Run 24,079		142.00
2011-08-30	Run 24,083		825.00
2011-08-30	Run 24,087		537.20
2011-08-30	Run 24,097		530.00
2011-08-30	Run 24,100		555.00
2011-08-30	Run 24,105		92.17
2011-08-30	Run 24,113		95.46
2011-08-30	Run 24,116		705.00
2011-08-30	Run 24,122		800.00
2011-08-30	Run 24,124		180.30
2011-08-30	Run 24,131		200.00
2011-08-30	Run 24,158		555.00
2011-08-30	Run 24,159		379.28
2011-08-30	Run 24,174		665.00
2011-08-30	Run 24,175		150.00
2011-08-31	Run 24,146		705.00
2011-08-31	Run 24,156		565.00
2011-08-31	Run 24,157		625.00
2011-08-31	Run 24,180		383.79
2011-08-31	Run 24,206		20.00
2011-08-31	Run 24,212		820.00
2011-08-31	Run 24,214		715.00
2011-08-31	Run 24,236		705.00
2011-08-31	Run 24,247		905.00
2011-08-31	Run 24,251		440.00
2011-08-31	Run 24,255		585.00
2011-09-01	Run 24,233		625.00
2011-09-01	Run 24,246		565.00
2011-09-01	Run 24,249		450.00
2011-09-01	Run 24,250		625.00
2011-09-01	Run 24,270		85.99
2011-09-01	Run 24,273		735.00
2011-09-01	Run 24,281		261.16
2011-09-01	Run 24,283		655.00
2011-09-01	Run 24,296		87.64
2011-09-01	Run 24,297		585.00
2011-09-01	Run 24,301		86.54
2011-09-01	Run 24,306		755.00
2011-09-01	Run 24,316		625.00
2011-09-01	Run 24,326		665.00
2011-09-01	Run 24,337		675.00
2011-09-01	Run 24,338		875.00
2011-09-01	Run 24,380		735.00
2011-09-02	Run 24,330		675.00
2011-09-02	Run 24,348		755.00
2011-09-02	Run 24,360		85.17
2011-09-02	Run 24,363		68.58
2011-09-02	Run 24,370		755.00
2011-09-02	Run 24,385		20.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-02	Run 24,390		795.00
2011-09-02	Run 24,395		645.00
2011-09-02	Run 24,397		610.00
2011-09-02	Run 24,398		610.00
2011-09-02	Run 24,411		537.50
2011-09-02	Run 24,412		597.50
2011-09-02	Run 24,413		537.50
2011-09-02	Run 24,414		537.50
2011-09-02	Run 24,464		535.00
2011-09-03	Run 24,458		755.00
2011-09-03	Run 24,467		620.00
2011-09-03	Run 24,470		97.87
2011-09-03	Run 24,482		845.00
2011-09-03	Run 24,484		605.00
2011-09-03	Run 24,485		735.00
2011-09-03	Run 24,496		795.00
2011-09-03	Run 24,497		785.00
2011-09-03	Run 24,505		389.94
2011-09-03	Run 24,507		595.00
2011-09-03	Run 24,509		535.00
2011-09-03	Run 24,520		715.00
2011-09-03	Run 24,531		565.00
2011-09-03	Run 24,546		675.00
2011-09-03	Run 24,558		645.00
2011-09-03	Run 24,559		89.84
2011-09-04	Run 24,528		150.00
2011-09-04	Run 24,545		535.00
2011-09-04	Run 24,561		645.00
2011-09-04	Run 24,571		565.00
2011-09-04	Run 24,580		695.00
2011-09-04	Run 24,593		625.00
2011-09-04	Run 24,602		695.00
2011-09-04	Run 24,603		625.00
2011-09-04	Run 24,613		715.00
2011-09-04	Run 24,614		685.00
2011-09-04	Run 24,622		755.00
2011-09-04	Run 24,626		675.00
2011-09-04	Run 24,627		555.00
2011-09-04	Run 24,628		745.00
2011-09-04	Run 24,634		106.10
2011-09-04	Run 24,646		645.00
2011-09-04	Run 24,652		304.76
2011-09-05	Run 24,631		71.60
2011-09-05	Run 24,663		39.97
2011-09-05	Run 24,668		755.00
2011-09-05	Run 24,679		88.74
2011-09-05	Run 24,681		775.00
2011-09-05	Run 24,686		725.00
2011-09-05	Run 24,696		565.00
2011-09-05	Run 24,699		555.00
2011-09-05	Run 24,700		493.00
2011-09-05	Run 24,725		535.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-05	Run 24,736		84.90
2011-09-05	Run 24,737		735.00
2011-09-06	Run 24,717		100.00
2011-09-06	Run 24,749		585.00
2011-09-06	Run 24,782		755.00
2011-09-06	Run 24,787		82.98
2011-09-06	Run 24,794		545.00
2011-09-06	Run 24,797		685.00
2011-09-06	Run 24,805		715.00
2011-09-06	Run 24,822		81.05
2011-09-06	Run 24,823		725.00
2011-09-06	Run 24,825		565.00
2011-09-07	Run 24,829		735.00
2011-09-07	Run 24,830		835.00
2011-09-07	Run 24,839		565.00
2011-09-07	Run 24,863		81.74
2011-09-07	Run 24,864		695.00
2011-09-07	Run 24,868		150.00
2011-09-07	Run 24,870		685.00
2011-09-07	Run 24,878		81.74
2011-09-07	Run 24,879		92.72
2011-09-07	Run 24,882		124.00
2011-09-07	Run 24,885		545.00
2011-09-07	Run 24,887		725.00
2011-09-07	Run 24,892		685.00
2011-09-07	Run 24,895		54.66
2011-09-07	Run 24,897		855.00
2011-09-07	Run 24,898		615.00
2011-09-07	Run 24,901		92.58
2011-09-07	Run 24,913		306.00
2011-09-08	Run 24,906		645.00
2011-09-08	Run 24,915		200.00
2011-09-08	Run 24,919		555.00
2011-09-08	Run 24,922		555.00
2011-09-08	Run 24,927		580.00
2011-09-08	Run 24,942		585.00
2011-09-08	Run 24,944		150.00
2011-09-08	Run 24,949		845.00
2011-09-08	Run 24,957		725.00
2011-09-08	Run 24,991		785.00
2011-09-08	Run 24,994		87.09
2011-09-08	Run 24,997		745.00
2011-09-08	Run 25,001		705.00
2011-09-08	Run 25,002		675.00
2011-09-08	Run 25,015		755.00
2011-09-09	Run 24,999		595.00
2011-09-09	Run 25,003		715.00
2011-09-09	Run 25,025		85.31
2011-09-09	Run 25,030		565.00
2011-09-09	Run 25,066		545.00
2011-09-09	Run 25,068		585.00
2011-09-09	Run 25,071		535.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-09	Run 25,080		16.70
2011-09-09	Run 25,084		675.00
2011-09-09	Run 25,088		735.00
2011-09-09	Run 25,100		595.00
2011-09-09	Run 25,102		725.00
2011-09-10	Run 25,096		452.42
2011-09-10	Run 25,103		705.00
2011-09-10	Run 25,114		715.00
2011-09-10	Run 25,118		715.00
2011-09-10	Run 25,121		745.00
2011-09-10	Run 25,127		735.00
2011-09-10	Run 25,128		735.00
2011-09-10	Run 25,131		575.00
2011-09-10	Run 25,132		735.00
2011-09-10	Run 25,142		725.00
2011-09-10	Run 25,150		785.00
2011-09-10	Run 25,152		725.00
2011-09-10	Run 25,159		755.00
2011-09-10	Run 25,162		725.00
2011-09-10	Run 25,168		745.00
2011-09-10	Run 25,169		615.00
2011-09-10	Run 25,176		545.00
2011-09-10	Run 25,177		645.00
2011-09-10	Run 25,179		705.00
2011-09-10	Run 25,180		615.00
2011-09-10	Run 25,183		645.00
2011-09-10	Run 25,189		665.00
2011-09-10	Run 25,192		248.48
2011-09-10	Run 25,194		108.00
2011-09-10	Run 25,197		745.00
2011-09-10	Run 25,200		655.00
2011-09-10	Run 25,273		192.08
2011-09-11	Run 25,216		715.00
2011-09-11	Run 25,218		69.13
2011-09-11	Run 25,232		695.00
2011-09-11	Run 25,243		615.00
2011-09-11	Run 25,245		875.00
2011-09-11	Run 25,260		735.00
2011-09-11	Run 25,261		555.00
2011-09-11	Run 25,283		555.00
2011-09-11	Run 25,284		219.33
2011-09-12	Run 25,279		625.00
2011-09-12	Run 25,301		715.00
2011-09-12	Run 25,303		790.00
2011-09-12	Run 25,312		150.00
2011-09-12	Run 25,313		150.00
2011-09-12	Run 25,315		645.00
2011-09-12	Run 25,321		354.76
2011-09-12	Run 25,323		615.00
2011-09-12	Run 25,325		685.00
2011-09-12	Run 25,330		349.06
2011-09-12	Run 25,333		575.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-12	Run 25,336		655.00
2011-09-12	Run 25,338		695.00
2011-09-12	Run 25,340		72.01
2011-09-12	Run 25,344		735.00
2011-09-12	Run 25,351		535.00
2011-09-12	Run 25,355		73.66
2011-09-12	Run 25,356		865.00
2011-09-12	Run 25,357		575.00
2011-09-12	Run 25,362		220.50
2011-09-12	Run 25,369		755.00
2011-09-12	Run 25,376		73.25
2011-09-12	Run 25,394		795.00
2011-09-13	Run 25,359		635.00
2011-09-13	Run 25,360		585.00
2011-09-13	Run 25,372		85.17
2011-09-13	Run 25,408		84.48
2011-09-13	Run 25,411		122.49
2011-09-13	Run 25,412		605.00
2011-09-13	Run 25,413		68.58
2011-09-13	Run 25,414		220.50
2011-09-13	Run 25,415		81.33
2011-09-13	Run 25,417		705.00
2011-09-13	Run 25,420		82.29
2011-09-13	Run 25,424		735.00
2011-09-13	Run 25,427		555.00
2011-09-13	Run 25,451		109.00
2011-09-13	Run 25,454		210.92
2011-09-13	Run 25,461		103.01
2011-09-14	Run 25,457		755.00
2011-09-14	Run 25,469		80.64
2011-09-14	Run 25,486		535.00
2011-09-14	Run 25,490		745.00
2011-09-14	Run 25,496		43.24
2011-09-14	Run 25,498		150.00
2011-09-14	Run 25,500		565.00
2011-09-14	Run 25,503		313.79
2011-09-14	Run 25,506		545.00
2011-09-14	Run 25,511		815.00
2011-09-14	Run 25,513		69.82
2011-09-14	Run 25,522		645.00
2011-09-14	Run 25,535		555.00
2011-09-14	Run 25,536		715.00
2011-09-14	Run 25,558		216.02
2011-09-14	Run 25,562		725.00
2011-09-14	Run 25,564		715.00
2011-09-14	Run 25,575		645.00
2011-09-14	Run 25,578		545.00
2011-09-14	Run 25,604		99.03
2011-09-14	Run 25,712		685.00
2011-09-15	Run 25,572		665.00
2011-09-15	Run 25,589		605.00
2011-09-15	Run 25,591		89.56

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-15	Run 25,597		785.00
2011-09-15	Run 25,613		865.00
2011-09-15	Run 25,620		71.60
2011-09-15	Run 25,621		95.46
2011-09-15	Run 25,654		765.00
2011-09-15	Run 25,660		84.35
2011-09-15	Run 25,667		85.31
2011-09-15	Run 25,668		121.00
2011-09-15	Run 25,670		121.00
2011-09-15	Run 25,672		715.00
2011-09-15	Run 25,676		745.00
2011-09-15	Run 25,677		705.00
2011-09-15	Run 25,680		83.67
2011-09-15	Run 25,683		535.00
2011-09-15	Run 25,691		755.00
2011-09-15	Run 25,696		545.00
2011-09-15	Run 25,698		645.00
2011-09-15	Run 25,708		725.00
2011-09-15	Run 25,709		695.00
2011-09-16	Run 25,722		715.00
2011-09-16	Run 25,726		800.00
2011-09-16	Run 25,727		675.00
2011-09-16	Run 25,740		675.00
2011-09-16	Run 25,756		143.00
2011-09-16	Run 25,763		242.08
2011-09-16	Run 25,764		20.00
2011-09-16	Run 25,765		725.00
2011-09-16	Run 25,767		150.00
2011-09-16	Run 25,777		765.00
2011-09-16	Run 25,780		150.00
2011-09-16	Run 25,794		575.00
2011-09-16	Run 25,801		150.00
2011-09-16	Run 25,811		81.88
2011-09-16	Run 25,821		125.00
2011-09-17	Run 25,787		765.00
2011-09-17	Run 25,810		715.00
2011-09-17	Run 25,813		83.39
2011-09-17	Run 25,815		635.00
2011-09-17	Run 25,817		785.00
2011-09-17	Run 25,828		645.00
2011-09-17	Run 25,831		665.00
2011-09-17	Run 25,844		245.34
2011-09-17	Run 25,866		565.00
2011-09-17	Run 25,874		82.70
2011-09-17	Run 25,881		745.00
2011-09-17	Run 25,885		535.00
2011-09-17	Run 25,887		86.82
2011-09-17	Run 25,892		625.00
2011-09-17	Run 25,904		595.00
2011-09-17	Run 25,920		116.21
2011-09-18	Run 25,882		655.00
2011-09-18	Run 25,889		635.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-18	Run 25,896		645.00
2011-09-18	Run 25,908		78.60
2011-09-18	Run 25,926		620.00
2011-09-18	Run 25,936		765.00
2011-09-18	Run 25,945		150.00
2011-09-18	Run 25,947		735.00
2011-09-18	Run 25,959		645.00
2011-09-18	Run 25,970		625.00
2011-09-18	Run 25,995		705.00
2011-09-18	Run 26,078		87.23
2011-09-19	Run 25,965		150.00
2011-09-19	Run 25,983		555.00
2011-09-19	Run 25,984		555.00
2011-09-19	Run 26,023		150.00
2011-09-19	Run 26,029		735.00
2011-09-19	Run 26,038		615.00
2011-09-19	Run 26,062		89.97
2011-09-19	Run 26,065		82.70
2011-09-19	Run 26,067		625.00
2011-09-19	Run 26,079		1,115.00
2011-09-19	Run 26,086		535.00
2011-09-19	Run 26,096		410.00
2011-09-19	Run 26,099		585.00
2011-09-19	Run 26,102		625.00
2011-09-19	Run 26,118		555.00
2011-09-19	Run 26,120		745.00
2011-09-20	Run 26,083		584.20
2011-09-20	Run 26,100		715.00
2011-09-20	Run 26,114		20.00
2011-09-20	Run 26,134		81.74
2011-09-20	Run 26,135		150.00
2011-09-20	Run 26,147		81.19
2011-09-20	Run 26,148		555.00
2011-09-20	Run 26,150		705.00
2011-09-20	Run 26,155		735.00
2011-09-20	Run 26,156		735.00
2011-09-20	Run 26,157		615.00
2011-09-20	Run 26,159		895.00
2011-09-20	Run 26,167		775.00
2011-09-20	Run 26,168		735.00
2011-09-20	Run 26,171		615.00
2011-09-20	Run 26,176		51.64
2011-09-20	Run 26,181		595.00
2011-09-20	Run 26,183		695.00
2011-09-20	Run 26,200		410.00
2011-09-20	Run 26,318		615.00
2011-09-21	Run 26,230		765.00
2011-09-21	Run 26,237		675.00
2011-09-21	Run 26,242		440.00
2011-09-21	Run 26,244		526.43
2011-09-21	Run 26,247		755.00
2011-09-21	Run 26,264		695.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-21	Run 26,276		715.00
2011-09-21	Run 26,281		565.00
2011-09-21	Run 26,307		605.00
2011-09-22	Run 26,291		80.64
2011-09-22	Run 26,325		695.00
2011-09-22	Run 26,326		645.00
2011-09-22	Run 26,328		655.00
2011-09-22	Run 26,335		715.00
2011-09-22	Run 26,346		535.00
2011-09-22	Run 26,359		68.31
2011-09-22	Run 26,393		655.00
2011-09-22	Run 26,419		83.11
2011-09-22	Run 26,431		54.66
2011-09-22	Run 26,434		85.72
2011-09-22	Run 26,440		545.00
2011-09-22	Run 26,473		109.00
2011-09-22	Run 26,557		575.00
2011-09-23	Run 26,343		192.60
2011-09-23	Run 26,352		200.00
2011-09-23	Run 26,372		615.00
2011-09-23	Run 26,374		765.00
2011-09-23	Run 26,375		775.00
2011-09-23	Run 26,376		73.11
2011-09-23	Run 26,389		75.00
2011-09-23	Run 26,401		705.00
2011-09-23	Run 26,413		86.97
2011-09-23	Run 26,452		86.95
2011-09-23	Run 26,465		605.00
2011-09-23	Run 26,468		635.00
2011-09-23	Run 26,490		97.52
2011-09-23	Run 26,498		725.00
2011-09-24	Run 26,486		705.00
2011-09-24	Run 26,487		615.00
2011-09-24	Run 26,488		83.66
2011-09-24	Run 26,493		85.99
2011-09-24	Run 26,497		755.00
2011-09-24	Run 26,499		845.00
2011-09-24	Run 26,507		695.00
2011-09-24	Run 26,516		695.00
2011-09-24	Run 26,527		60.43
2011-09-24	Run 26,534		665.00
2011-09-24	Run 26,536		159.00
2011-09-24	Run 26,545		755.00
2011-09-24	Run 26,547		625.00
2011-09-24	Run 26,559		625.00
2011-09-24	Run 26,575		565.00
2011-09-24	Run 26,586		685.00
2011-09-24	Run 26,592		73.11
2011-09-24	Run 26,599		615.00
2011-09-25	Run 26,605		535.00
2011-09-25	Run 26,606		565.00
2011-09-25	Run 26,618		90.66

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-25	Run 26,641		765.00
2011-09-25	Run 26,644		555.00
2011-09-25	Run 26,645		655.00
2011-09-25	Run 26,654		91.89
2011-09-25	Run 26,657		40.55
2011-09-25	Run 26,660		115.00
2011-09-25	Run 26,882		374.75
2011-09-26	Run 26,689		86.68
2011-09-26	Run 26,691		100.00
2011-09-26	Run 26,716		160.00
2011-09-26	Run 26,722		150.00
2011-09-26	Run 26,774		78.73
2011-09-27	Run 26,741		236.04
2011-09-27	Run 26,766		71.46
2011-09-27	Run 26,785		251.62
2011-09-27	Run 26,794		108.91
2011-09-27	Run 26,797		100.00
2011-09-27	Run 26,819		82.44
2011-09-27	Run 26,832		20.00
2011-09-28	Run 26,849		725.00
2011-09-28	Run 26,866		81.74
2011-09-28	Run 26,915		51.64
2011-09-28	Run 26,932		80.64
2011-09-28	Run 26,936		635.00
2011-09-29	Run 27,014		705.00
2011-09-30	Run 27,074		150.00
2011-09-30	Run 27,149		635.00
2011-10-01	Run 27,174		625.00
2011-10-01	Run 27,207		283.02
2011-10-01	Run 27,212		30.00
2011-10-01	Run 27,213		725.00
2011-10-02	Run 27,316		615.00
2011-10-03	Run 27,397		450.00
2011-10-03	Run 27,435		410.86
2011-10-04	Run 27,454		705.00
2011-10-04	Run 27,460		755.00
2011-10-06	Run 27,633		565.00
2011-10-06	Run 27,704		423.10
2011-10-06	Run 27,749		745.00
2011-10-08	Run 27,914		585.00
2011-10-09	Run 29,156		575.00
2011-10-11	Run 28,105		585.00
2011-10-11	Run 28,128		575.00
2011-10-13	Run 28,357		665.00
2011-10-14	Run 28,474		735.00
2011-10-16	Run 28,617		685.00
2011-10-17	Run 28,678		625.00
2011-11-06	Run 30,660		545.00
2011-12-07	Run 35,510		585.00
2011-12-11	Run 33,888		825.00
2011-12-12	Run 33,940		865.00
2011-12-13	Run 34,103		555.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-15	Run 34,241		805.00
2011-12-18	Run 34,444		555.00
2011-12-22	Run 34,903		885.00
2011-12-23	Run 34,981		755.00
2011-12-27	Run 35,329		645.00
2012-01-04	Run 288		765.00
2012-01-04	Run 295		561.00
2012-01-04	Run 359		765.00
2012-01-06	Run 503		549.00
997 Transports and no others		Total Requested Write-off	464,650.11

✓
JC
11-16-12



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2901

Clerk & Comptroller's Report 14. 3.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, two certified proofs of publication for advertisements published in The Escambia Sun-Press, LLC, on July 5, 2012, for unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller for cash bonds and overpayments, as provided to the Clerk to the Board's Office on July 10, 2012.

Attachments

CR I-3

THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2012. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

Cash Bonds Depositor	Amount
Alphonso Griffin	\$ 26.00
Calle D Carmona	\$ 9.75
Connie Dickson	\$ 227.00
Edvardo Oliveira	\$ 50.00
Foley & Lardner LLP	\$ 100.00
Heather Algood	\$ 100.00
Hollis Wayne Hall Sr	\$ 250.00
Jacob A Armbrust	\$ 300.00
Jessica Merritt	\$ 500.00
Jose Javier Gonzalez Rendon	\$ 227.00
McClosky D'Anna & Deiterle LLP	\$ 100.00
Michael Keller	\$ 50.00
Mikeah Shares	\$ 50.00
Naomi N Hardy	\$ 100.00
Naum Sorto Lagos	\$ 250.00
Naylan Albritton	\$ 250.00
Richard T Schreiner	\$ 25.00
Ryan Woranut	\$ 250.00
Sherry D Perry	\$ 449.56
Sternstein Rainer Clarke PA	\$ 100.00
Vidal Hernandez	\$1493.00
Zakheim & Associates	\$ 100.00

oaw-1w-7-5-2012

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES CASH BONDS

_____ in the _____ Court was published in said newspaper in the issues of JULY 5, 2012

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael J. Driver

PUBLISHER

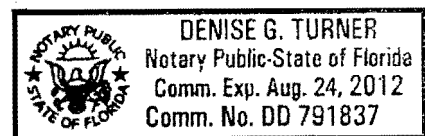
Sworn to and subscribed before me this 05TH day of JULY A.D., 20 12

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC

LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 JUL 10 A 9:41
THE BOARD OF
COUNTY COMMISSIONERS



THE ESCAMBIA SUN-PRESS, LLC



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2012. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared
Michael J. Driver

COMPLETE MAHARAH
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA
 JUN 10 A 9:12
 NOTARY PUBLIC

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of UNCLAIMED MONIES OVERPAYMENTS

_____ in the _____ Court
 was published in said newspaper in the issues of _____
JULY 5, 2012

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

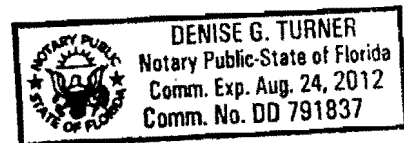
Michael J. Driver

PUBLISHER

Sworn to and subscribed before me this 05TH
 day of JULY, A.D., 20 12

Denise G. Turner

 DENISE G. TURNER NOTARY PUBLIC



Overpayments Depositor	Amount
Abraham J Simoneaux	\$ 20.00
Alia K Walker	\$ 26.90
Angela C Joseph	\$ 29.00
Brandi S Smith	\$ 7.00
Brandon R Faircloth	\$ 33.00
Brian J Howes	\$ 20.00
Brigitte M Fox	\$ 7.00
Bruce E Burke	\$ 6.12
Charles A Stewart	\$ 15.00
Christine M Williams	\$ 6.00
Christine R Six	\$ 7.00
Christy C Crenshaw	\$ 50.00
Compass Bank	\$ 17.00
Cordel D Jefferson	\$ 9.00
Dang Hoai	\$ 56.00
Daniel E Flahiff	\$ 7.00
Dennis Miller	\$ 19.26
Echevarna Codilis Stawiariski	\$ 34.00
Emily G Higdon	\$ 7.00
Eric L Franks	\$ 6.00
First American Insurance Company	\$ 75.82
Frank P Ellis	\$ 7.00
Frankie L Graham	\$ 7.00
Franki S McDonald	\$ 10.80
Harley D Townsend	\$ 17.07
Heather M Pardec	\$ 10.00
Heather N Androw	\$ 5.35
Heritage Title Services LLC	\$ 10.00
Ian M Wise	\$199.20
Ian N Roof	\$ 8.10
Jennifer M Thompson	\$ 49.40
Jeremy G Pittman	\$ 35.23
Joey A Winters	\$ 7.00
Julianne E Caston	\$ 18.00
Kass Shuler & Solomon Spector	\$ 8.00
Kegan C Smith	\$ 9.83
Kevin C Hooks	\$ 10.00
Kim L Roberson-Mento	\$ 6.00
Law Offices of Marshall C Watson	\$ 56.00
Louangkhoth Sythanh	\$ 30.00
Marie N Davis	\$ 10.00
Marisa R Mercado	\$ 39.00
Michael R Coren	\$ 19.50
Michelle Blicharz	\$ 12.00
Nathaniel E Brahier	\$ 24.00
Nicholas P Power	\$ 7.00
Patrick McKivision	\$ 7.00
Paxton C McMillan	\$ 44.00
Phillip A Morris	\$ 9.00
Pollack & Rosen PA	\$195.00
Rachael Boswell	\$ 10.00
Rajiv G Patel	\$ 9.00
Real Advantage	\$ 8.50
Reconstruct Company	\$ 14.00
Refi Inc	\$ 6.45
Richard L Duplantis	\$ 30.00
Riley Kathleen Sparks	\$ 15.00
Robert B Carrier	\$ 33.00
Rory Yeaton	\$ 15.00
Shirley J Bushey	\$ 22.00
Stacey M Porter	\$ 48.00
Stacyanne Reignh	\$ 20.00
Stephanie D McSwain	\$ 11.00
Tomnie W Brown	\$ 10.00
Troy T Wilcoxson	\$ 30.00
Valerie Freeman	\$ 27.27
Vivian Chapman	\$225.00
Wesley Robert Dean	\$ 7.00
Wells Fargo Bank NA	\$ 51.00



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-2902

Clerk & Comptroller's Report 14. 4.

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Minutes and Reports

From: Doris Harris

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. Approve the Minutes of the Regular Board Meeting held July 12, 2012;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 12, 2012; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 19, 2012.

Attachments

CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 12, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:45 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Lizabeth Carew, Recording Specialist, representing the Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., July 12, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, Steve Littlejohn, Office of Environmental Code Enforcement, and Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc.; reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, Amy Lovoy, Director, Management and Budget Services Department, and Joy D. Blackmon, Director, Public Works Department, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robertson reviewed his add-on items, and County Administrator Oliver presented a PowerPoint Presentation concerning Commissioner Robertson's Add-on Item Number 2.

REPORT OF THE AGENDA WORK SESSION – Continued

2. FOR INFORMATION: The Board witnessed Becky Azelton, Aide, recognize Commissioner Robinson for receiving a certificate notifying him of his induction into The Honorable Order of Kentucky Colonels, which was issued by the Honorable Steven L. Beshear, Commonwealth of Kentucky Governor, and the Honorable Alison Lundergan Grimes, Commonwealth of Kentucky Secretary of State.

3. FOR INFORMATION: The Board was advised by Keith Wilkins, Director, Community & Environment Department, that the City of Pensacola and Escambia County are hosting the *(16th Annual)* Florida Neighborhoods Conference, which is state-wide conference of Elected Officials, local government staff, and neighborhood representatives, at the Crowne Plaza Hotel.

AGENDA WORK SESSION: July 12, 2012

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	<i>BEL</i>	LEGAL
2	<i>JMR</i>	Citizen
3	<i>Marilyn Wesley</i>	DCA
4	<i>Thomas J</i>	Citizen
5	<i>Dottie Dubois</i>	Citizen
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AGENDA WORK SESSION: July 12, 2012

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Patty Sheldon	Clerk + Comptroller Finance
2	Liz Casew	CTB
3	Randy Oliver	County Administrator
4	Judy H. Witterstrater	CAO
5	Wilson Obertson	BCC
6	Gene M. Valentino	ISCC
7	Marie Yang	BCC
8	Steve J. [Signature]	BCC
9	KEVIN W WHITE	BCC
10	[Signature]	City Atty
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AGENDA WORK SESSION: July 12, 2012

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	PLW
2	Larry Aika	ECSD
3	Mike Weaver	PS
4	Edward	MAJORITY MOT
5	Jay W. Stac	PW
6	Cam Johnson	PIO
7	Brandi Ziglar	PIO
8	Kathleen Castro	PIO
9	DAVID Musselwhite	I.T.
10	Ricky Shelby	ECSD
11	Ronnie Davis	Corrections
12	Am & Iris Barber	
13	Nate Monroe	PNJ
14	Pat Mason	DSWM
15	Allyson Cain	DSD
16	Lloyd Kerr	DSD
17	Bob Betts	Mosquito Control / C+E
18	Dianne Sumpster	Co. Atty. Office
19	Jelanna Brantwell	BCC DT
20	Pam Laska	BCC Q.5
21	Bucky Azelton	BCC Q4
22	Keith Wilkins	C+E
23	Barrie Harris	UWF
24	Claudia Johnson	Church
25	Ang Foray	MBS
26	Al Dennis	MBS/Purchasing
27	Steve Littlejohn	E.E.O
28	Jay M. [Signature]	SALE
29	Jay M. [Signature]	HEA
30	Randy Wilkerson	NEFI

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 19, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 10:23 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Marie K. Young, District 3
Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Susan Hendrix, Executive Assistant, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5

AGENDA NUMBER

1. Call to Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:08 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on July 14, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 16–July 20, 2012, Legal No. 1570148.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Recognition of Iraqi Students Visiting as Part of the U. S. Department of State Iraqi Young Leadership Exchange Program
 - A. Board Discussion – The C/W heard comments from Commissioner Valentino concerning the Gulf Coast Citizen Diplomacy Council, which was established as an extension of the U. S. Department of State, and Jena Melancon recognized Iraqi High School Students visiting Escambia County (*July 18-July 29, 2012*) as part of the U. S. Department of State Iraqi Young Leaders Exchange Program; and
 - B. Board Direction – None.

4. Rural Work Program Presentation – West Florida Regional Planning Council
 - A. Board Discussion – The C/W viewed the Rural Work Program Presentation maps, as presented by Mary Beth Washnock, Senior Transportation Planner, West Florida Regional Planning Council (WFRPC), and heard an update from Ms. Washnock concerning the *FDOT Five-Year Work Program Rural Projects Escambia County FY 2013-2017* and *Rural Work Program Project Requests Escambia County FY 2013-2017*, and the C/W was advised by Ms. Washnock that:
 - (1) The WFRPC provides planning assistance to cities, counties, and local governments, an example of which is a technical assistance grant with the City of Pensacola to facilitate the grid restoration on (*East*) Government Street; and
 - (2) The Town of Jay might be contemplating a shuttle service between Jay and Century, which generated some citizen interest when it was announced during a recent visit to Century; and
 - B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Convention and Visitor's Bureau (CVB) Governance Discussion – Pensacola Bay Area Chamber of Commerce

A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, concerning Convention and Visitor's Bureau (CVB) Governance – Pensacola Bay Area Chamber of Commerce, as presented by Donnie McMahon, Chairman, Board of Directors, Pensacola Bay Area Chamber of Commerce, and the CW was advised by Mr. McMahon that the collective recommendation of the Pensacola Bay Area tourism professionals is:

- (1) *(That)* unified tourism management be placed under the TACC (*Tourism Administration and Convention Committee*);
- (2) *(To)* operate a unified marketing and operations budget;
- (3) *(To)* add a seventh voting TACC position that is a TDT (*Tourist Development Tax*) collector; and
- (4) *(To)* update the Interlocal Agreement; and

B. Board Direction – None.

Speaker(s):

Jim Hizer

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. 4th Cent Tourist Development Tax Allocation

A. Board Discussion – The C/W discussed 4th Cent Tourist Development Tax (TDT) Allocation, and the C/W:

- (1) Was advised by Amy Lovoy, Director, Management and Budget Services Department, that \$1,551,099 is available from 4th Cent TDT funds, from which \$1,092,500 has already been allocated, which leaves a balance of \$458,599; however, (six) pending requests total \$510,000; and
- (2) Discussed, and reached a consensus to allocate, the remaining 4th Cent TDT funds, as follows, with the requests for the Pensacola Museum of Art and the Frank Brown Songwriters' Festival (*requested during the Meeting*) to be included in the allocation for ACE (*with no allocation suggested relative to the \$70,000 request for the Historic Preservation Board or the \$25,000 request for St. Michael's Cemetery*):

African-American Heritage Society	\$ 40,000 (<i>requested \$25,000</i>)
Arts, Culture & Entertainment (ACE)	350,000 (<i>requested \$300,000</i>)
Sertoma 4th of July	<u>68,599</u> (<i>requested \$75,000</i>)
Total	\$458,599

B. Board Direction – None.

Speaker(s):

David Bear
Pat McClellan
Bill Stromquist
Dave Hoxeng

7. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 10:23 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2949 **Growth Management Report** **14. 1. 1.**

BCC Regular Meeting

Meeting Date: 07/26/2012

Issue: Review of Rezoning Case Heard by the Planning Board July 9, 2012

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on July 9, 2012

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on July 9, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-12 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.

Case No.:	Z-2012-12
Location:	Hanks Rd
Property Reference No.:	14-5N-31-2301-000-000
Property Size:	7.01 (+/-) acres
From:	P, Public District
To:	VAG-1, Villages Agriculture District
FLU Category:	REC, Recreational
Commissioner District:	5
Requested by:	Kale Schneider
Planning Board Recommendation:	Tabled to date uncertain
Speakers:	

BACKGROUND:

The above case was owner initiated and was scheduled to be heard at the July 9, 2012 Planning Board meeting. The Planning Board tabled to a date uncertain due to a family accident.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2012-12

Z-2012-12

Planning Board-Rezoning

5. A.

Meeting Date: 07/09/2012

CASE : Z-2012-12

APPLICANT: Kale Schneider, Owner

ADDRESS: Hanks Rd

PROPERTY REF. NO.: 14-5N-32-2301-000-000

FUTURE LAND USE: REC, Recreational

DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE: 07/26/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: P, Public District

TO: VAG-1, Village Agriculture District

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Recreational (REC) Future Land Use (FLU) category is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities. Range of allowable uses include: Active and passive recreation activities and amenities Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. No new residential development is allowed.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to VAG-1 **is not consistent** with the intent and purpose of Future Land Use category REC as stated in CPP FLU 1.3.1 The current use of the land is residential which is **not** consistent with the land use category of Recreational (REC) intended for active and passive recreational activities and amenities.

The parcel is going through a future land use change from REC to AG. If the FLU amendment is to be granted, the rezoning request **would then be consistent** with the Agricultural Future Land Use category.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

LDC 6.05.32 P, Public District. A. Intent and purpose. Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, collection and/or processing of solid waste, and sanitary landfills.

LDC 6.05.22. VAG, Villages Agriculture Districts. The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. The intent and purpose of VAG- district is characterized by land resources necessary or used to support large farming operations.

B. Permitted uses.

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.

17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.
18. Commercial communication towers less than 150 feet or less in height.
19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
20. Home occupations.
21. Family day care homes and family foster homes.
22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
23. Motorized commercial recreation uses (minimum lot size 20 acres).
24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed amendment allows for a wide range of uses from agricultural, residential and non residential uses all of which would support a mix of small farm operations and rural residential.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Staff observed 7 single family residences and the remaining properties within the 500' radius impact area are agricultural land; all having the zoning designation of VAG-1.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff found no changed conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property. When applicable, further review during the site plan review process will be

necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

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

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern due to the fact that all surrounding parcels currently have the VAG-1 zoning designation.

Attachments

Z-2012-12



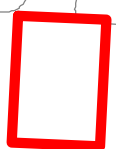
W-HIGHWAY-4

BRATT RD

GODWIN RD

N-HIGHWAY-99

ASHCRAFT RD



HANKS RD

WIGGINS LN

WATER TANK RD

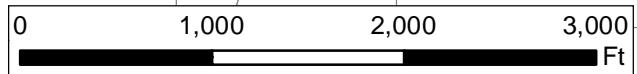
HALL RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 LOCATION MAP



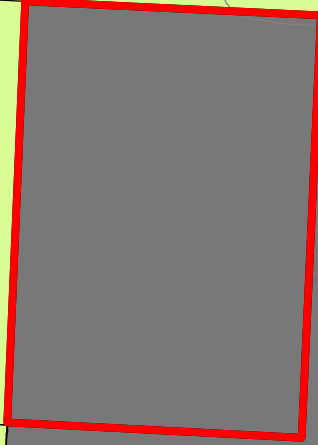
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



VAG-1

VAG-1

ASHCRAFT RD



P

VAG-1

P

HANKS RD

VAG-1

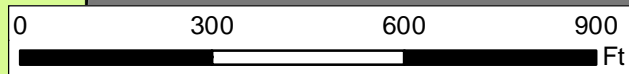
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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

AG

ASHCRAFT RD

REC

AG

HANKS RD

AG

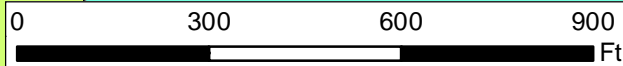
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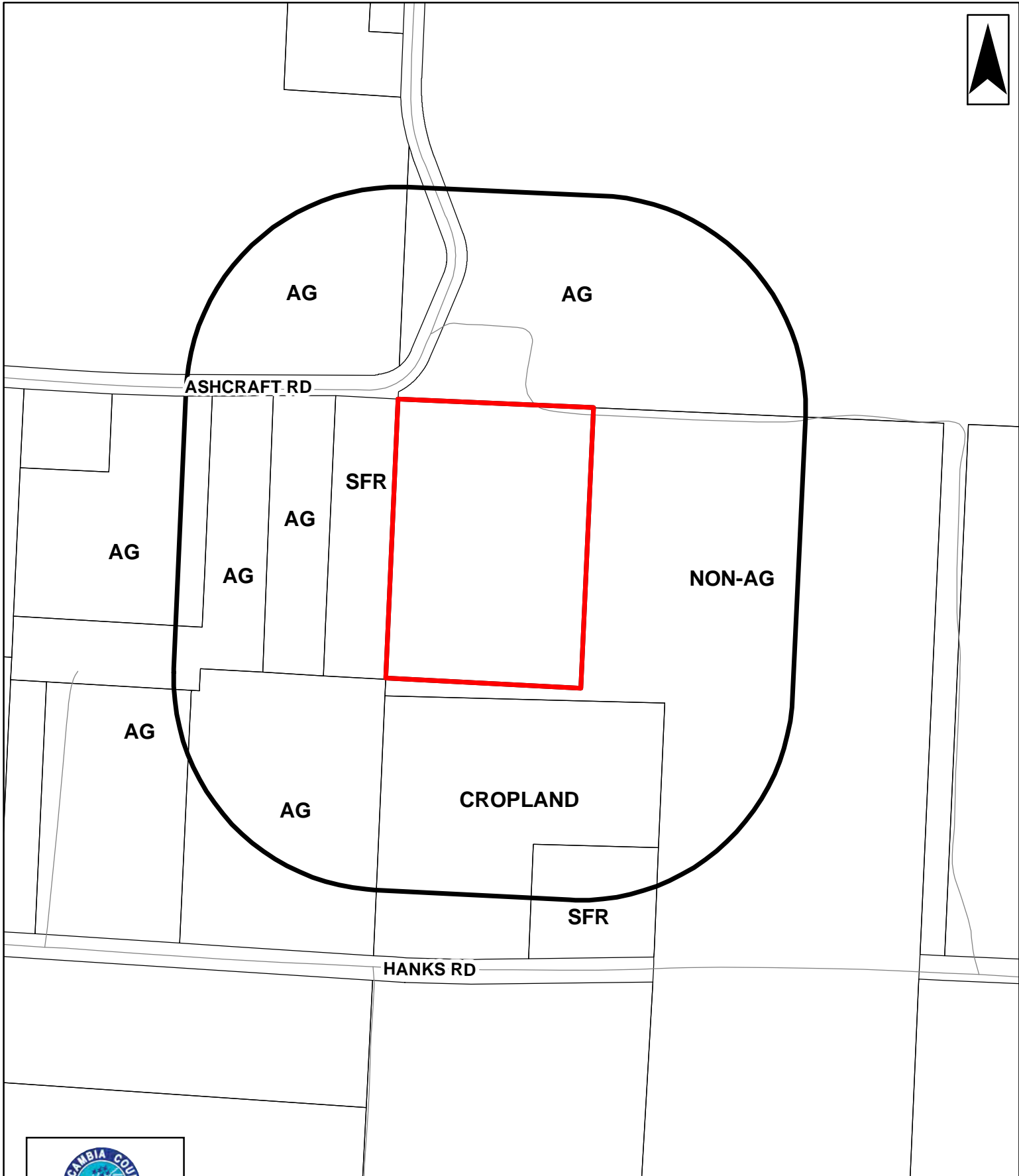

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Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 FUTURE LAND USE



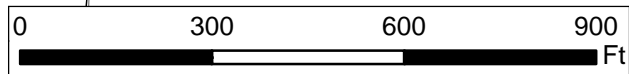
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- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS









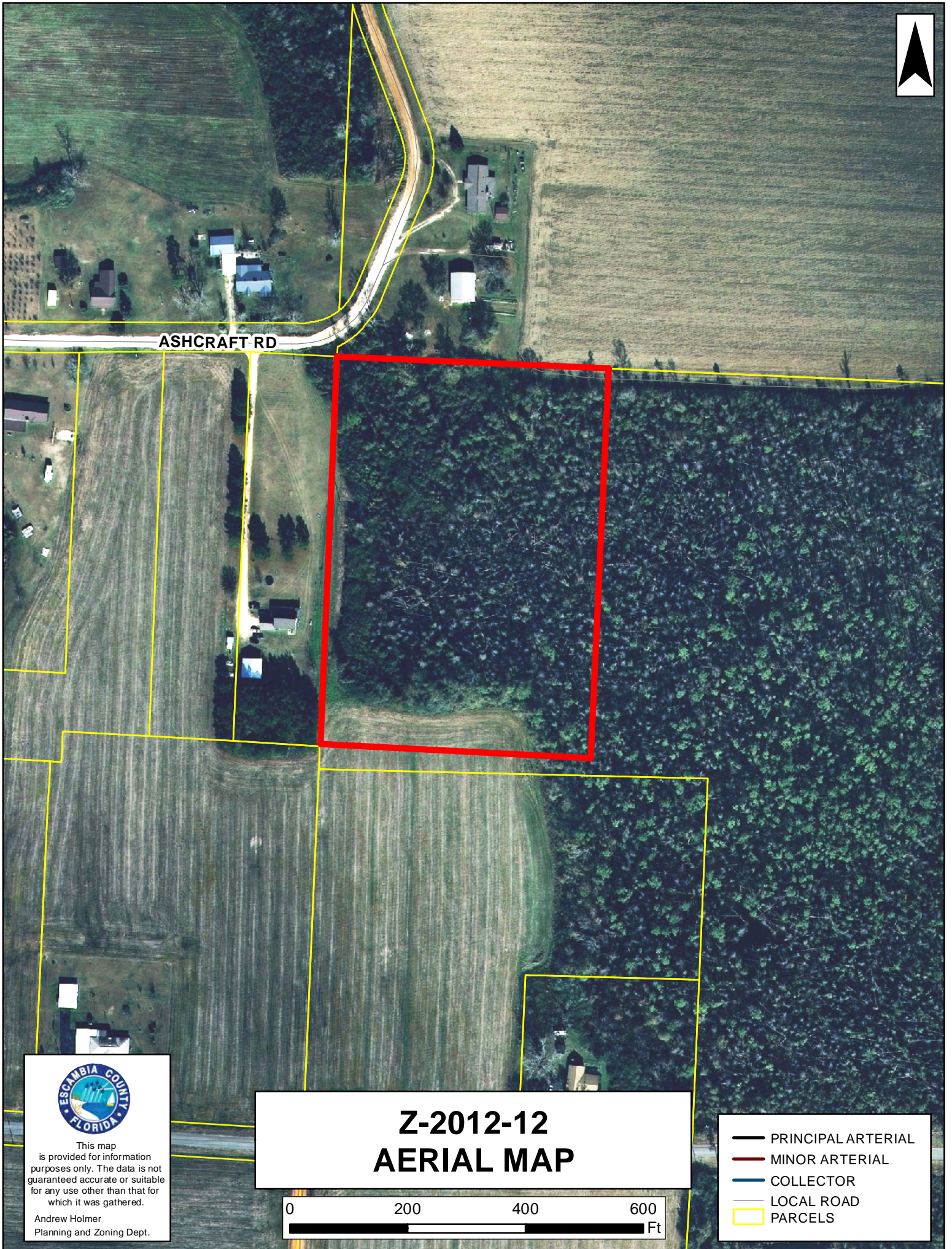
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 EXISTING LAND USE

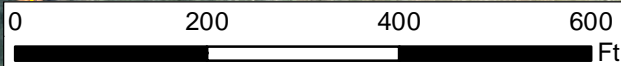







-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



ASHCRAFT RD

Z-2012-12 AERIAL MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS

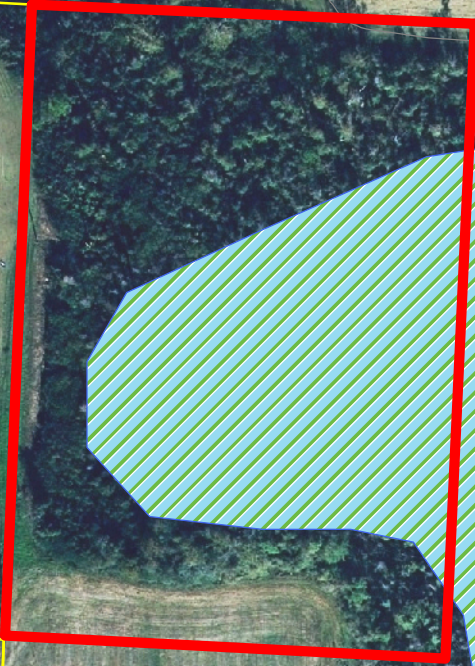


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



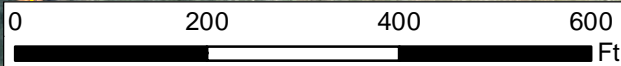
ASHCRAFT RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 WETLANDS MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  WETLANDS_2006



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-12
CURRENT ZONING: P PROPOSED ZONING: VAG-1

PLANNING BOARD

DATE: 7/9/12 TIME: 8:30 am

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 7/26/12 TIME: 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PUBLIC MEETING SIGN



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH



Development Services Department
Escambia County, Florida

APPLICATION

2-2012-12

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: P to: VAG-1

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Kate Schneider Phone: _____

Address: 9061 Bratt Rd Email: _____

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: Hanks Rd

Property Reference Number(s)/Legal Description: 14-SN-32-2301-000-000

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Kate Schiold
Signature of Owner/Agent

Kate Schneider
Printed Name Owner/Agent 5-10-12
Date

Donna C. Schneider
Signature of Owner #2

Donna C. Schneider
Printed Name of Owner 5-10-12
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of May, 2012, by Mr & Mrs Schneider.

Personally Known OR Produced Identification Type of Identification Produced: 715536516441880

Margaret A. Cain
Signature of Notary
(notary seal must be affixed)

Margaret A. Cain
Printed Name of Notary

FOR OFFICE USE ONLY

Meeting Date(s): PB 7/9/12 Accepted/Verified by: ACam Date: 5/10/12

Fees Paid: \$ NA Receipt #: NA Permit #: PRZ 120500012



Development Services Department
Escambia County, Florida

FOR OFFICE USE: Z-2012-12
CASE #: Z-2012-12

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-SW-32-2301-000-000
Property Address: Hanks Rd

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- 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 transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10th DAY OF May, YEAR OF 2012.

Kate Schindler
Signature of Property Owner

Kate Schneider
Printed Name of Property Owner

5-10-12
Date

Donna C. Schneider
Signature of Property Owner

Donna C. Schneider
Printed Name of Property Owner

5-10-12
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner Printed Name of Property Owner Date

Signature of Property Owner Printed Name of Property Owner Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,
by _____.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary Printed Name of Notary (Notary Seal)



APPLICATION
ATTACHMENTS CHECKLIST

- NA 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- 6. Legal Description of Property Street Address / Property Reference Number
- 7. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
 BOA: Site Plan drawn to scale.
- NA 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.
- NA 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- NA 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

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

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of January, 2009, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Kale R. and Donna C. Schneider a/k/a Kale R. and Donna C. Schnieder, husband and wife, whose address is 9061 Bratt Road, Century, Florida 32535 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the land described as follows:

The Southwest quarter of the Northwest quarter less 660.00 feet square in the Southwest corner thereof; and the Northwest quarter of the Southwest quarter less 660.00 feet square in the Northwest corner thereof; and less 295.20 feet square in the Southwest corner thereof; all in Section 14, Township 5 North, Range 32 West, Escambia County, Florida; and less the following described property for road right-of-way:

Commence at the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 14, Township 5 North, Range 32 West, Escambia County, Florida; thence go North 00° 19' 46" West a distance of 47.49 feet to the north right-of-way line of Hanks Road, said point also being the POINT OF BEGINNING; thence go North 86° 23' 17" East along said North right-of-way line a distance of 120.34 feet to a point of curvature of a circular curve being concave to the South and having a radius of 2025.00 feet and a central angle of 03° 16' 57" ; thence go Easterly along the arc of said curve for a distance of 116.01 feet (chord bearing North 88° 01' 46" East ~ chord distance 116.01 feet) to a point of tangency; thence go North 89° 40' 14" East a distance of 415.26 feet; thence departing said North right-of-way line go South 00° 23' 20" East a distance of 58.00 feet to the South right-of-way of said road; thence go South 89° 40' 14" West along said South right-of-way line a distance of 415.32 feet to a point of curvature of a circular curve being concave to the South and having a radius of 1967.00 feet and central angle of 03° 16'

57" ; thence go Westerly along the arc of said curve a distance of 112.69 feet (chord bearing South 88° 01' 46" West ~ chord distance 112.68 feet) to a point of tangency; thence go South 86° 23' 17" West a distance of 123.67 feet; thence departing said South right-of-way line go North 00° 19' 46" West a distance of 10.61 feet to the point of beginning. All lying in Section 14, Township 5 North, Range 32 West, Escambia County, Florida, and containing 0.867 acres, more or less.

Subject to the following:

1. Easement to the United Gas Pipe Line Company.
2. All utilities remaining in place and use.

A portion of Parcel Identification Number 14-5N-32-2301-000-000 (the Property).

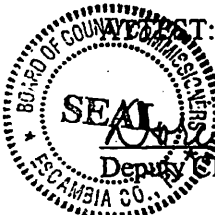
THIS CONVEYANCE IS SUBJECT TO taxes for the year 2009 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

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

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

Marie Young
Marie Young Chairman

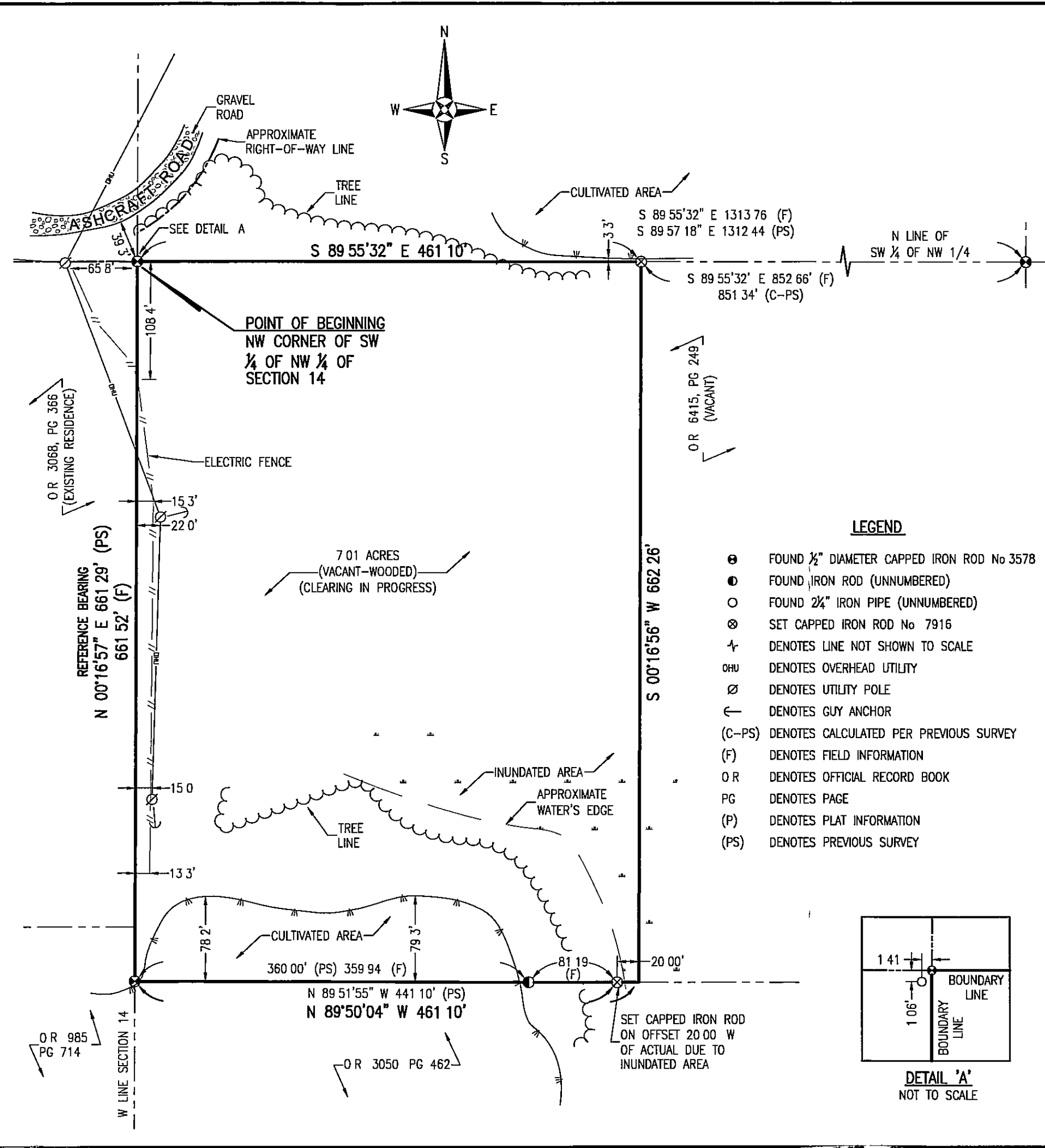
Ernie Lee Magaha
Clerk of the Circuit Court



Ernie Lee Magaha
Deputy Clerk

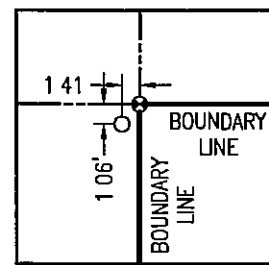
BCC Approved: 4/3/08

PA 2012 2012.020 STEVE HANKS BOUNDARY SURVEY HANKS DWG



LEGEND

- ⊙ FOUND 1/2" DIAMETER CAPPED IRON ROD No 3578
- FOUND IRON ROD (UNNUMBERED)
- FOUND 2 1/4" IRON PIPE (UNNUMBERED)
- ⊗ SET CAPPED IRON ROD No 7916
- ↖ DENOTES LINE NOT SHOWN TO SCALE
- OHU DENOTES OVERHEAD UTILITY
- ⊘ DENOTES UTILITY POLE
- ← DENOTES GUY ANCHOR
- (C-PS) DENOTES CALCULATED PER PREVIOUS SURVEY
- (F) DENOTES FIELD INFORMATION
- O R DENOTES OFFICIAL RECORD BOOK
- PG DENOTES PAGE
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY



DESCRIPTION

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PARCEL OF LAND BEING ENTIRELY IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 461 10 FEET THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 662 26 FEET THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 461 10 FEET TO THE WEST LINE OF THE AFOREMENTIONED SECTION 14 THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 57 SECONDS EAST ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 661 52 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 AND THE POINT OF BEGINNING

CONTAINS 7.01 ACRES MORE OR LESS

GENERAL NOTES

- 1 NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO A PREVIOUS SURVEY BY SCHUMER'S PROFESSIONAL SURVEYING, INC DATED 5-5-2008 AND NUMBERED 08F-022 DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- 2 NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED EEDS EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- 3 IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY FLORIDA, COMMUNITY PANEL NUMBER 12033C0035G, EFFECTIVE DATE OF SEPTEMBER 26, 2006
- 4 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- 5 VISIBLE UTILITIES ARE AS SHOWN HEREON
- 6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- 7 THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST THE PARENT TRACT DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 6415 AT PAGE 249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA
- 8 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP
- 9 THIS SURVEY IS CERTIFIED TO MR STEVE HANKS
- 10 THE SUBJECT PROPERTY SHOWN HEREON DOES NOT APPEAR TO HAVE ACCESS TO THE ADJACENT COUNTY ROADWAY (ASHCRAFT ROAD) AS PER MAPS OF RECORD

SURVEYOR'S CERTIFICATION

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 471.027 Florida Statutes to the best of my knowledge and belief

Mark A. Norris
 MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO 6211 2/22/12

REBOL-BATTLE & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 2501 N. HIGHWAY 90A, SUITE 301
 PANAMA CITY, FLORIDA 32360
 TELEPHONE 850.433.0400 FAX 850.433.0448
 E-MAIL 850.433.0487 LTR018

BOUNDARY SURVEY
 PREPARED FOR: MR. STEVE HANKS
 REQUESTED BY: MR. STEVE HANKS

BOUNDARY SURVEY
 PROJECT: 2012-020
 DRAWN BY: CBD
 CHECKED BY: MAN
 SCALE: 1" = 100'
 F.B. 12-1
 PG. 30
 DATE: 2-13-2012

BOUNDARY SURVEY
 SURVEY FOR: MR. STEVE HANKS
 A PORTION OF: RANGE 32 WEST, TOWNSHIP 5 NORTH, COUNTY ESCAMBIA, STATE FLORIDA

1 of 1

MORGAN OTHA D & CHRISTINE
3831 ASHCRAFT RD
CENTURY FL 32535

FEARS JUANITA
3460 HANKS RD
CENTURY FL 32535

WIGGINS FLORINE
4710 WIGGINS LN
CENTURY FL 32535

HANKS CARY S JR & CATHERINE A
193 CEDAR GROVE PKWY
MAYLENE AL 35114

HANKS STEVEN L & THERESA W
3855 ASHCRAFT RD
CENTURY FL 32535

SCHNEIDER KALE R
9061 BRATT RD
CENTURY FL 32535

LITTRELL LARRY J
29100 ONO BLVD
ORANGE BEACH AL 36561

PARKER WILLIAM R
4410 HALL RD
MCDAVID FL 32568

HANKS CARY S
3911 ASHCRAFT RD
CENTURY FL 32535

BOLERJACK JAMES D
3560 HANKS RD
CENTURY FL 32535

MORGAN DALTON O & CAROLYN E
2850 BREASTWORKS RD
MCDAVID FL 32568

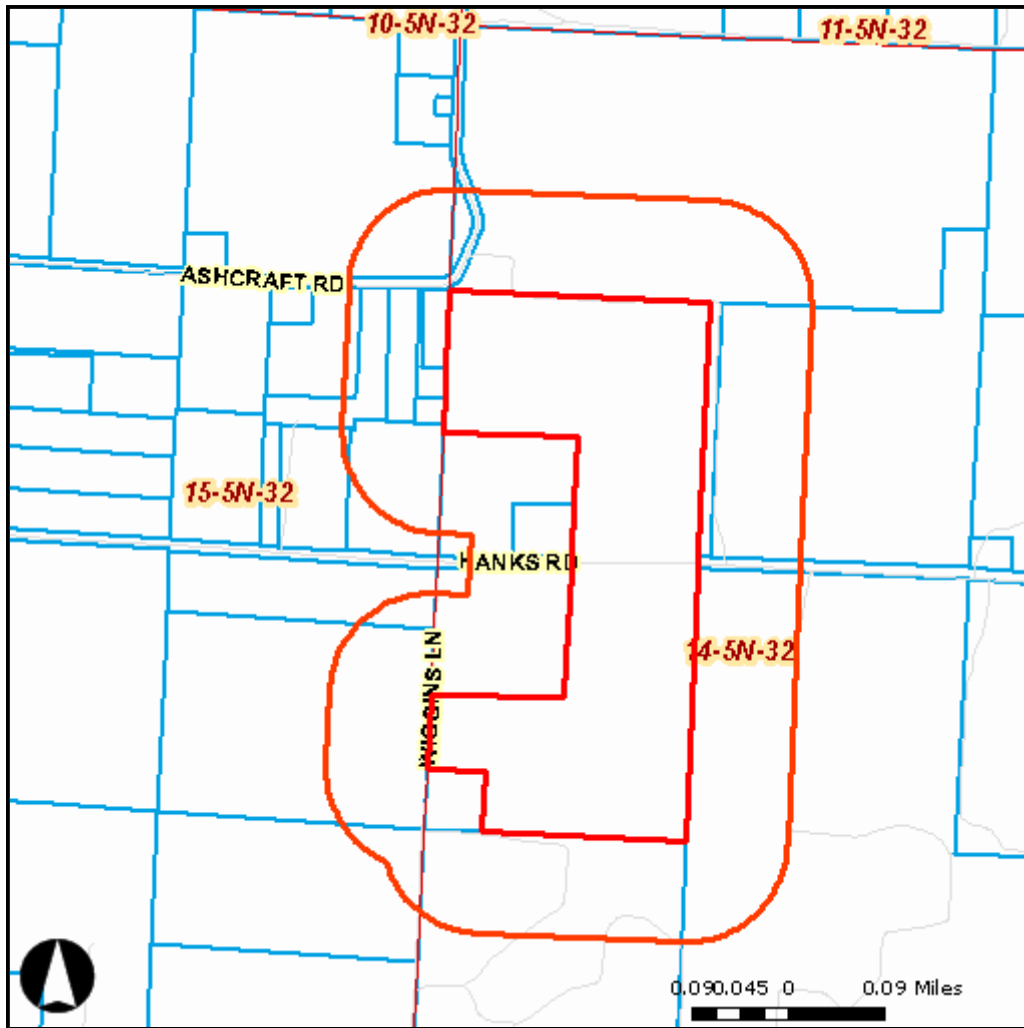
FAIRCLOTH DALE G
5190 N HWY 99
CENTURY FL 32535

BROWN MELBA E
3860 ASHCRAFT RD
CENTURY FL 32535

HANKS HOWARD E & MYRLE D
3540 HANKS RD
CENTURY FL 32535

WHATLEY EDWIN L & SHIRLEY
3601 HANKS RD
CENTURY FL 32535

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2950

Growth Management Report 14. 1. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/26/2012

Issue: 5:45 p.m. Amending the Official Zoning Map

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on July 9, 2012 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2012-12 was heard by the Planning Board on July 9, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2012-12
Address:	Hanks Rd
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	7.01(+/-) acres
From:	P, Public
To:	VAG-1, Village Agriculture
FLU Category:	REC, Recreational

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); 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 _____, 2012.

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

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2826

Growth Management Report 14. 1. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/26/2012

Issue: 5:46 p.m. - A Public Hearing - Comprehensive Plan Small Scale Amendment
SSA-2012-02

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment (SSA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

BACKGROUND:

Applicant request a Future Land Use (FLU) map amendment to change the future land use category of a 7.01+/- acres portion of 57 (+/-) acre parcel from REC, Recreational to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture Zoning.

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 Stephen West, 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:

Comprehensive Plan Section 4.07 requires a public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Staff Analysis

Application Packet

ORDINANCE NO. 2012-___

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," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 5N, RANGE 32W, PARCEL NUMBER 2301-000-000, TOTALING 7.01 (+/-) ACRES, LOCATED OFF THE NORTH PORTION OF HANKS ROAD AND SOUTH OF ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURE (AG); 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 January 20, 2011; 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:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7
8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment
11 2012-02."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22
23 A portion of Parcel Identification Number 14-5N-32-2301-000-000 totaling
24 7.01 (+/-) acres, as more particularly described by Mark A. Norris,
25 Professional Surveyor and Mapper, Rebol-Battle & Associates, in the
26 boundary survey description dated February 22, 2012, attached as Exhibit
27 A, from Recreational (REC) to Agricultural (AG).
28

29
30 **Section 4. Severability**

31
32 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
33 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
34 the validity of the remaining portions of this Ordinance.
35

36
37 **Section 5. Inclusion in the Code**

38
39 It is the intention of the Board of County Commissioners that the provisions of this
40 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
41 the sections, subsections and other provisions of this Ordinance may be renumbered or
42 relettered and the word "ordinance" may be changed to "section," "article," or such other
43 appropriate word or phrase in order to accomplish such intentions.

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Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, 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 _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2012-02
Location: Hanks Road
Parcel #s: 14-5N-32-2301-000-000
Acreage: 7.01(+/-) acres
Request: From Recreational (REC) to Agricultural (AG)
Agent: Escambia County, Agent for Kale Schneider

Meeting Dates: Planning Board July 9, 2012
BCC July 26, 2012

Summary of Proposed Amendment:

The proposed amendment is for a 7.01 (+/-) acre parcel portion of a 52 (+/-) acre parcel, located off the North portion of Hanks Road. The parcel general site is east of Hwy 99 and south of Hwy 4 in Century. The adjacent and surrounding parcels are currently zoned VAG-1.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 7.01 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 7.01(+/-) acre portion of a 52(+/-) acre parcel from Recreation Future Land Use to Agricultural Future Land Use. The zoning designation for the referenced parcel is Public. The intent of the proposed FLU change is to allow for the sale of the property. The applicant has submitted the subject parcel for a rezoning from Public to VAG-1.

SUMMARY: There is no available analysis as the applicant is not proposing any projects or development for the site. Test for concurrency and allocation for capacity on roadways,

potable water, wastewater, solid waste, stormwater shall be determined at the time of site plan review.

Agriculture Land Use Category:

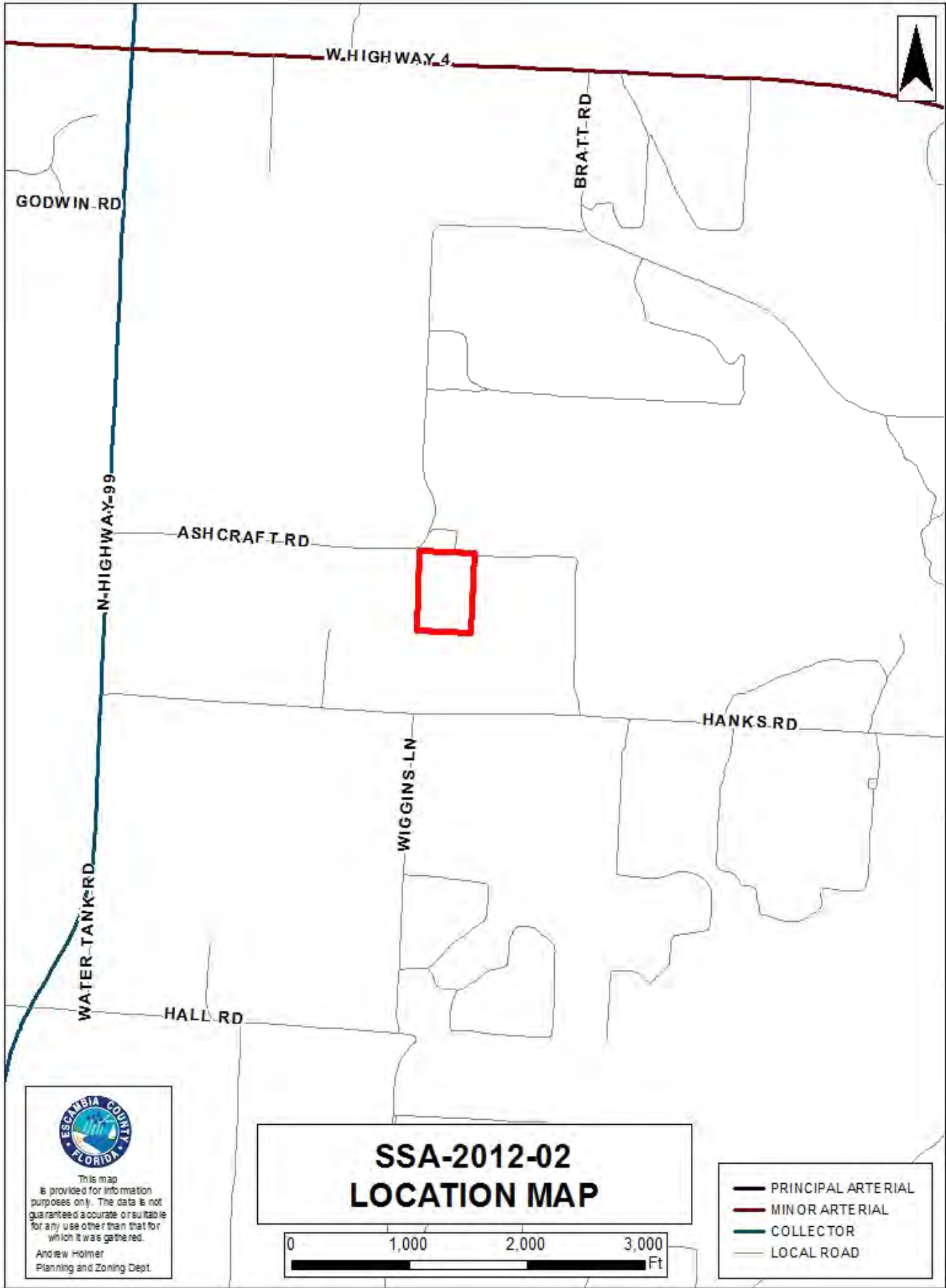
FLU 1.3.1 states that the Agricultural FLU “is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors.


The adjacent and nearby properties are currently zoned Village Agricultural, VAG-1 and are being utilized for agriculture related activities, which is compatible with the requested Agriculture Future Land Use. The request to assign the Agricultural FLU to the parcel in question appears to be complementary with the existing surrounding uses.

Summary

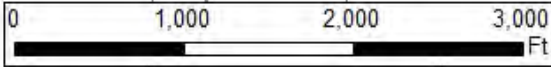
Based on the applicant’s request, the AG FLU appears to be compatible with the existing surrounding uses and zoning. As the applicant has not proposed any specific projects or development for the site at this time, staff is unable to identify specific issues that would impact the request, as presented. Once a project is proposed, it will have to meet all current Federal, State and local standards as defined in the Comprehensive Plan and the Escambia County Land Development Code.

SSA 2012-02




 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.

SSA-2012-02
LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



VAG-1

VAG-1

ASHCRAFT RD

7.01 ACRES

P

VAG-1

P

HANKS RD

VAG-1

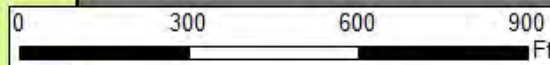
P



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.

SSA-2012-02 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

AG

ASHCRAFT RD

7.01 ACRES

REC

AG

HANKS RD

AG

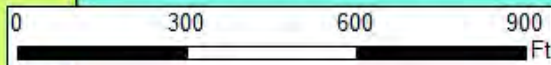
AG



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.

SSA-2012-02 CURRENT FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

AG

ASHCRAFT RD

7.01 ACRES

REC

AG

HANKS RD

AG

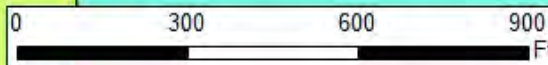
AG



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.


SSA-2012-02 PROPOSED FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



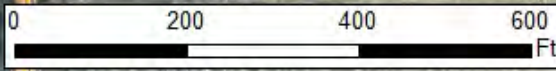
ASHCRAFT RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


SSA-2012-02 AERIAL MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



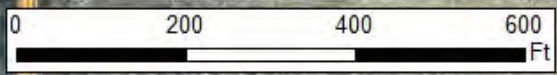
ASHCRAFT RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-02 WETLANDS MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  WETLANDS_2006



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH

PPB120500003

FUTURE LAND USE MAP AMENDMENT APPLICATION

SSA 2012-02

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____

Current FLU: REC Desired FLU: AG Zoning: P Taken by: J. Cain

Planning Board Public Hearing, date(s): July 9, 2012

BCC Public Hearing, proposed date(s): July 26, 2012

Fees Paid NA Receipt # NA Date: 5/10/12

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Kate Schneider

Address: 9061 Bratt Rd

City: Century State: FL Zip Code: 32535

Telephone: (850) 327-6519

Email: _____

DESCRIPTION OF PROPERTY:

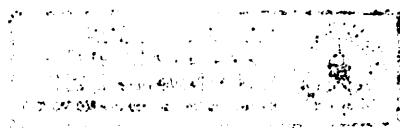
Street address: Hanks Rd

Subdivision: _____

Property reference number: Section 14 Township 5N Range 32

Parcel 2301 Lot 000 Block 000

Size of Property (acres) 7.01 (+/-) acres



**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Kale Schneider Kale Schneider 5-10-12
Signature (Property Owner) Printed Name Date

Donna C Schneider
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 9061 Brent Rd

City: Century State: FL Zip: 32535

Telephone (850) 327-6519 Fax # () _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10th day of May, year of 2012 by, Kale Schneider + Donna Schneider who () did () did not take an oath. He/she is () personally known to me, (X) produced current Florida/Other driver's license, and/or () produced current 715536516 44 1880 as identification.

Margaret A Cain 5/10/12 Margaret A. Cain
Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. DD919789
(Notary seal must be attached)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 14 Township 5N Range

Parcel # 32-2301-600-000

Project Address:

Henko Rd

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 10th DAY OF May, 2012

<u>Kate Schindler</u> Owner's signature	<u>Kate Schneider</u> Owner's name (print)
<u>Donna C. Schneider</u> Agent's signature	<u>Donna C. Schneider</u> Agent's name (print)

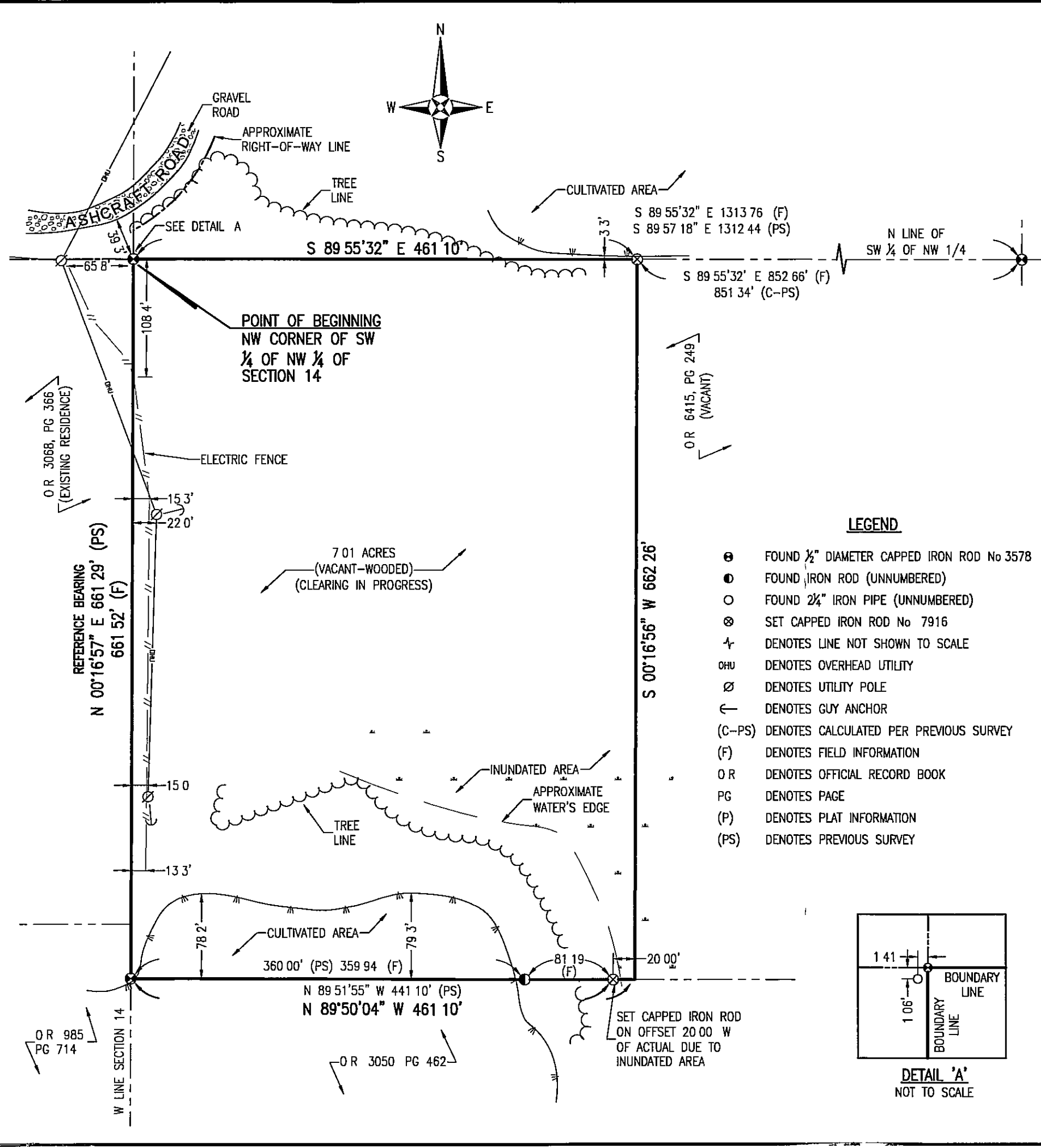
DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

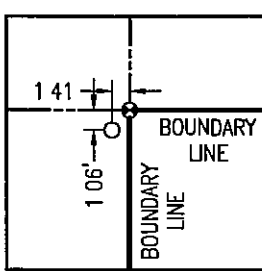
The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

PA\2012\2012.020 STEVE HANKS BOUNDARY SURVEY HANKS DWG



- LEGEND**
- ⊙ FOUND 1/2" DIAMETER CAPPED IRON ROD No 3578
 - FOUND IRON ROD (UNNUMBERED)
 - FOUND 2 1/4" IRON PIPE (UNNUMBERED)
 - ⊗ SET CAPPED IRON ROD No 7916
 - ⚡ DENOTES LINE NOT SHOWN TO SCALE
 - OHU DENOTES OVERHEAD UTILITY
 - ⊘ DENOTES UTILITY POLE
 - ← DENOTES GUY ANCHOR
 - (C-PS) DENOTES CALCULATED PER PREVIOUS SURVEY
 - (F) DENOTES FIELD INFORMATION
 - O R DENOTES OFFICIAL RECORD BOOK
 - PG DENOTES PAGE
 - (P) DENOTES PLAT INFORMATION
 - (PS) DENOTES PREVIOUS SURVEY



DESCRIPTION
(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PARCEL OF LAND BEING ENTIRELY IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 461 10 FEET THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 662 26 FEET THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 461 10 FEET TO THE WEST LINE OF THE AFOREMENTIONED SECTION 14 THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 57 SECONDS EAST ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 661 52 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 AND THE POINT OF BEGINNING

CONTAINS 7.01 ACRES MORE OR LESS

GENERAL NOTES

- 1 NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO A PREVIOUS SURVEY BY SCHUMER'S PROFESSIONAL SURVEYING, INC DATED 5-5-2008 AND NUMBERED 08F-022 DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- 2 NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED EEDS EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- 3 IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY FLORIDA, COMMUNITY PANEL NUMBER 12033C0035G, EFFECTIVE DATE OF SEPTEMBER 26, 2006
- 4 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- 5 VISIBLE UTILITIES ARE AS SHOWN HEREON
- 6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- 7 THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST THE PARENT TRACT DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 6415 AT PAGE 249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA
- 8 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP
- 9 THIS SURVEY IS CERTIFIED TO MR STEVE HANKS
- 10 THE SUBJECT PROPERTY SHOWN HEREON DOES NOT APPEAR TO HAVE ACCESS TO THE ADJACENT COUNTY ROADWAY (ASHCRAFT ROAD) AS PER MAPS OF RECORD

SURVEYOR'S CERTIFICATION

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 471.027 Florida Statutes to the best of my knowledge and belief

Mark A. Norms
 MARK A. NORMS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO 6211
 2/22/12

REBOL-BATTLE & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 2501 N. HIGHWAY 90A, SUITE 301
 PANAMA CITY, FLORIDA 32370
 TELEPHONE 850.433.0400 FAX 850.433.0448
 EBI 0000687 LTR018

BOUNDARY SURVEY
 PREPARED FOR: MR. STEVE HANKS
 REQUESTED BY: MR. STEVE HANKS

PROJECT: 2012-020
 DRAWN BY: CBD
 CHECKED BY: MAN
 SCALE: 1" = 100'
 F.B. 12-1
 PG. 30
 DATE: 2-13-2012

NO. DATE APRR. REVISION/ACTION TAKEN

BOUNDARY SURVEY
 SURVEY FOR: MR. STEVE HANKS
 A PORTION OF: RANGE 32 WEST, TOWNSHIP 5 NORTH, COUNTY ESCAMBIA, STATE FLORIDA

1 of 1

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

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of January, 2009, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Kale R. and Donna C. Schneider a/k/a Kale R. and Donna C. Schnieder, husband and wife, whose address is 9061 Bratt Road, Century, Florida 32535 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the land described as follows:

The Southwest quarter of the Northwest quarter less 660.00 feet square in the Southwest corner thereof; and the Northwest quarter of the Southwest quarter less 660.00 feet square in the Northwest corner thereof; and less 295.20 feet square in the Southwest corner thereof; all in Section 14, Township 5 North, Range 32 West, Escambia County, Florida; and less the following described property for road right-of-way:

Commence at the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 14, Township 5 North, Range 32 West, Escambia County, Florida; thence go North 00° 19' 46" West a distance of 47.49 feet to the north right-of-way line of Hanks Road, said point also being the POINT OF BEGINNING; thence go North 86° 23' 17" East along said North right-of-way line a distance of 120.34 feet to a point of curvature of a circular curve being concave to the South and having a radius of 2025.00 feet and a central angle of 03° 16' 57" ; thence go Easterly along the arc of said curve for a distance of 116.01 feet (chord bearing North 88° 01' 46" East ~ chord distance 116.01 feet) to a point of tangency; thence go North 89° 40' 14" East a distance of 415.26 feet; thence departing said North right-of-way line go South 00° 23' 20" East a distance of 58.00 feet to the South right-of-way of said road; thence go South 89° 40' 14" West along said South right-of-way line a distance of 415.32 feet to a point of curvature of a circular curve being concave to the South and having a radius of 1967.00 feet and central angle of 03° 16'

57" ; thence go Westerly along the arc of said curve a distance of 112.69 feet (chord bearing South 88° 01' 46" West ~ chord distance 112.68 feet) to a point of tangency; thence go South 86° 23' 17" West a distance of 123.67 feet; thence departing said South right-of-way line go North 00° 19' 46" West a distance of 10.61 feet to the point of beginning. All lying in Section 14, Township 5 North, Range 32 West, Escambia County, Florida, and containing 0.867 acres, more or less.

Subject to the following:

1. Easement to the United Gas Pipe Line Company.
2. All utilities remaining in place and use.

A portion of Parcel Identification Number 14-5N-32-2301-000-000 (the Property).

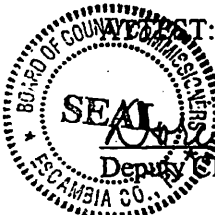
THIS CONVEYANCE IS SUBJECT TO taxes for the year 2009 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

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

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

Marie Young
Marie Young Chairman

Ernie Lee Magaha
Clerk of the Circuit Court



Ernie Lee Magaha
Deputy Clerk

BCC Approved: 4/3/08



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2793

Growth Management Report 14. 1. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/26/2012

Issue: 5:47 p.m. - A Public Hearing -Comprehensive Plan Large Scale Amendment
CPA-2012-02

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. A Public Hearing Concerning the Review of a Large Scale Comprehensive Plan Amendment

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department Of Economic Opportunity (DEO), Comprehensive Plan Amendment (CPA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

BACKGROUND:

Applicant request a Future Land Use (FLU) map amendment to change the future land use category of a 50.24+/- acres portion of 57 (+/-) acre parcel from REC, Recreational to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture Zoning.

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 Stephen West, 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:

Comprehensive Plan Section 4.07 requires public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Upon recommendation by the Planning Board, the Board of County Commissioners will hold a public hearing to review and adopt the amendment package. Upon adoption the Future Land Use Map will be modified to reflect the amendment.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Staff Analysis

Application Packet

ORDINANCE NO. 2012-____

1
2
3
4 **AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING**
5 **PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE**
6 **ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED;**
7 **AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT,"**
8 **PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE**
9 **MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A**
10 **PARCEL WITHIN SECTION 14, TOWNSHIP 5N, RANGE 32W, PARCEL**
11 **NUMBER 2301-000-000, TOTALING 50.24 (+/-) ACRES, LOCATED OFF**
12 **THE NORTH PORTION OF HANKS ROAD AND SOUTH OF**
13 **ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO**
14 **AGRICULTURAL (AG); PROVIDING FOR A TITLE; PROVIDING FOR**
15 **SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND**
16 **PROVIDING FOR AN EFFECTIVE DATE.**

17
18
19
20 **WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County
21 adopted its Comprehensive Plan on January 20, 2011; and
22

23
24 **WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County
25 Commissioners of Escambia County, Florida to prepare, amend and enforce
26 comprehensive plans for the development of the County; and
27

28
29 **WHEREAS**, the Escambia County Planning Board conducted a public hearing and
30 forwarded a recommendation to the Board of County Commissioners to approve
31 changes (amendments) to the Comprehensive Plan; and
32

33
34 **WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that
35 the adoption of this amendment is in the best interest of the County and its citizens;
36

37
38 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
39 Escambia County, Florida, as follows:
40

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7
8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
11 2012-02."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22 Parcel identification number 14-5N-32-2301-000-000, totaling 50.24 (+/-)
23 acres, as more particularly described by Victor G. Schumer, Schumer's
24 Professional Surveying, Inc., in the boundary survey dated May 5, 2008,
25 attached as Exhibit A, from Recreational (REC) to Agricultural (AG).
26

27
28 **Section 4. Severability**

29
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
32 the validity of the remaining portions of this Ordinance.
33

34
35 **Section 5. Inclusion in the Code**

36
37 It is the intention of the Board of County Commissioners that the provisions of this
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
39 the sections, subsections and other provisions of this Ordinance may be renumbered or
40 relettered and the word "ordinance" may be changed to "section," "article," or such other
41 appropriate word or phrase in order to accomplish such intentions.
42
43

1 **Section 6. Effective Date**

2
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia
5 County that the plan amendment package is complete. If timely challenged, this
6 Ordinance shall not become effective until the Department of Economic Opportunity or
7 the Administration Commission enters a final order determining the Ordinance to be in
8 compliance.
9

10
11 **DONE AND ENACTED** this _____ day of _____, 2012.

12
13 BOARD OF COUNTY COMMISSIONERS
14 OF ESCAMBIA COUNTY, FLORIDA

15
16
17 By: _____
18 Wilson B. Robertson, Chairman

19
20 ATTEST: ERNIE LEE MAGAHA
21 CLERK OF THE CIRCUIT COURT

22
23
24 By: _____
25 Deputy Clerk

26
27
28 (SEAL)

29
30 ENACTED:

31
32 FILED WITH THE DEPARTMENT OF STATE:

33
34 EFFECTIVE DATE:
35
36
37
38

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: CPA 2012-02 – Hanks Road
Location: Hanks Road
Parcel #s: 14-5N-32-2301-000-000
Acreage: 50.24 (+/-) acres
Request: From Recreational (REC) to Agricultural (AG)
Agent: Escambia County, Agent for Kale and Donna Schneider

Meeting Dates: Planning Board July 9, 2012
BCC July 26, 2012

Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 50.24 (+/-) acre parcel from Recreation Future Land Use to Agricultural Future Land Use. The zoning designation for the referenced parcel is Public.

The subject parcel is dissected North and South by Hanks Road and is adjacent to agricultural parcels.

There is no proposed project for the parcel at this time.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure

capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

The allowable uses under the agricultural future land uses are intended for routine agricultural and silvicultural related activities which are not traffic generators.

If the large scale amendment is approved, the maximum densities for any future new development on the agricultural parcel is one dwelling unit per 20 acres and a non-residential maximum intensity of 0.25 floor area ratio. Any new proposed development will be regulated and must meet the LOS requirements such as roads, wastewater, solid waste, stormwater, potable water, irrigation water and other standards under the Concurrency Management System. It will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Bratt-Davisville Water System, Inc. is the water provider for the area. Any agricultural use would be compatible with the existing surrounding parcels. Agricultural uses are common within this area in Escambia County and water provider LOS appear adequate to support agricultural lands. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. Should the large scale amendment be granted, the character of the undeveloped land, soils, topography, natural resources, and historic resources on site will be considered for any future new development as part of the site plan review process.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

For determining if the amendment discourages the proliferation of urban sprawl, it must incorporate a development pattern or urban form that achieves four or more of the eight criteria listed.

The agricultural nature of the land would be compatible with the surrounding parcels. By allowing the change of the Future Land Use from public to Agricultural, Escambia County is promoting rural strategies, by protecting agriculture, silviculture and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities. Under the agricultural designation, the current one dwelling unit per 20 acres density allowed, will regulate and decrease the proliferation of urban sprawl. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project, as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

Comprehensive Plan Consistency and Relevant Policies:

FLU 3.1.5 New Rural Communities. To protect silviculture, agriculture and agriculture-related activities Escambia County shall not support the establishment of new rural communities.

FLU 3.1.6 Residential Clustering. Clustering of residential units in the Agriculture (AG) and Rural Community (RC) future land use categories shall only be permitted for subdivisions of 10 or more dwelling units, with preservation of at least 80 percent of the project site in a perpetual conservation easement as contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is compatible with surrounding

properties and protects the rights of adjacent property owners. The minimum lot size shall be ¼ acre and the maximum residential density permitted in the future land use category shall not be exceeded.

CON 1.3.3 Silviculture Management Practices. Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

CON 1.8.5 Carbon Sequestration. Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.

The current existing land use is unimproved agricultural which meets the intent of the Comprehensive Plan. By allowing the Future Land Use map change from Public to Agricultural, the county is promoting uses that would improve the air quality for the residents of the county. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

CPA 2012-02



AG

ASHCRAFT RD

SSA-2012-02

REC

AG

AG

HANKS RD

REC

50.24 ACRES

AG

AG

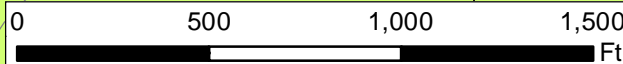
WIGGINS LN



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.

CPA-2012-02 EXISTING FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

ASHCRAFT RD

SSA-2012-02

AG

AG

HANKS RD

PROPOSED AG
50.24 ACRES

AG

AG

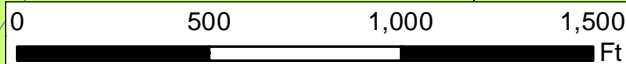
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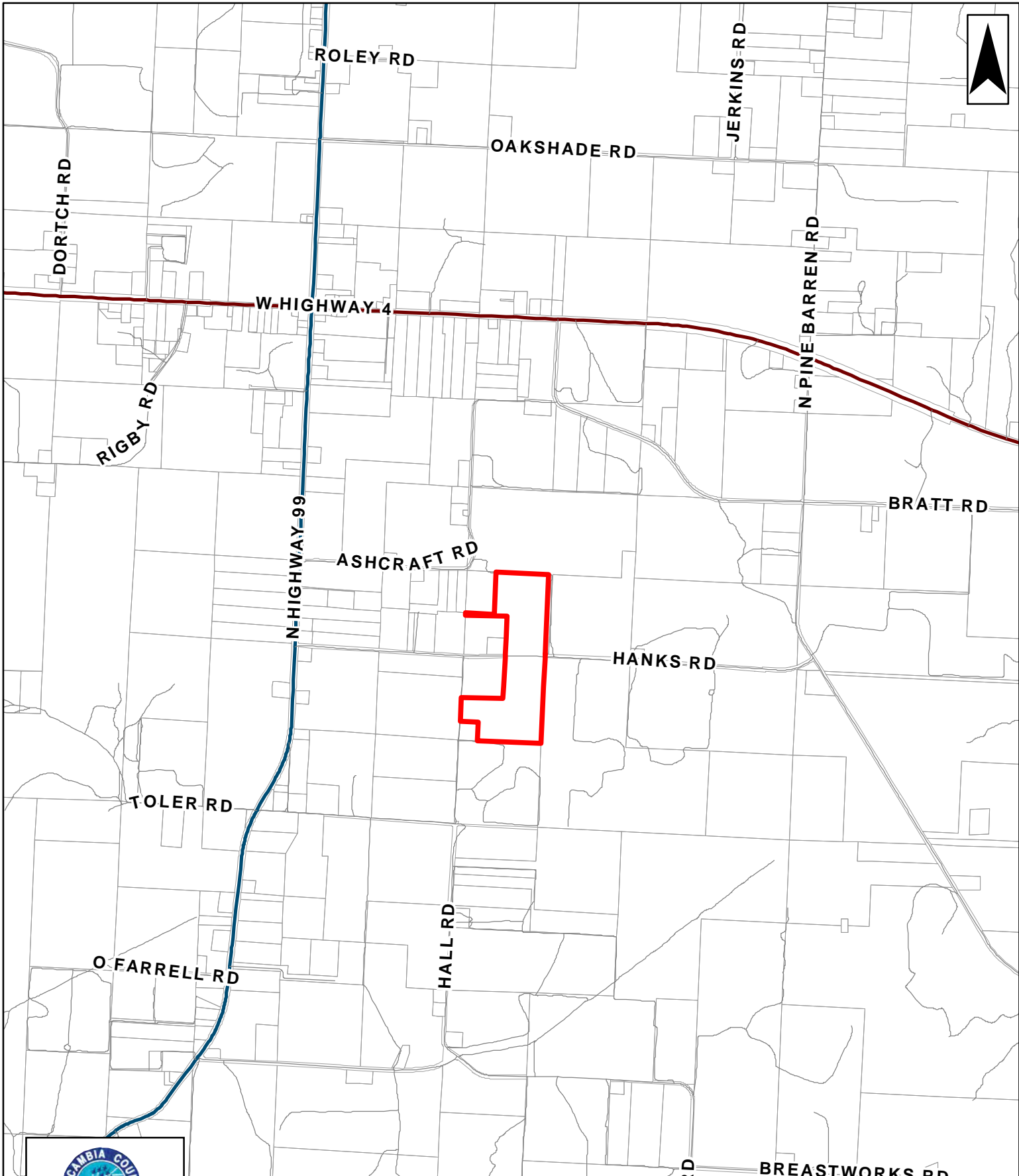
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Andrew Holmer
Planning and Zoning Dept.

CPA-2012-02 PROPOSED FLU

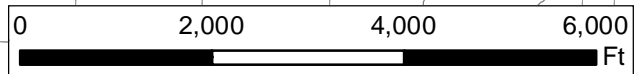







-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS

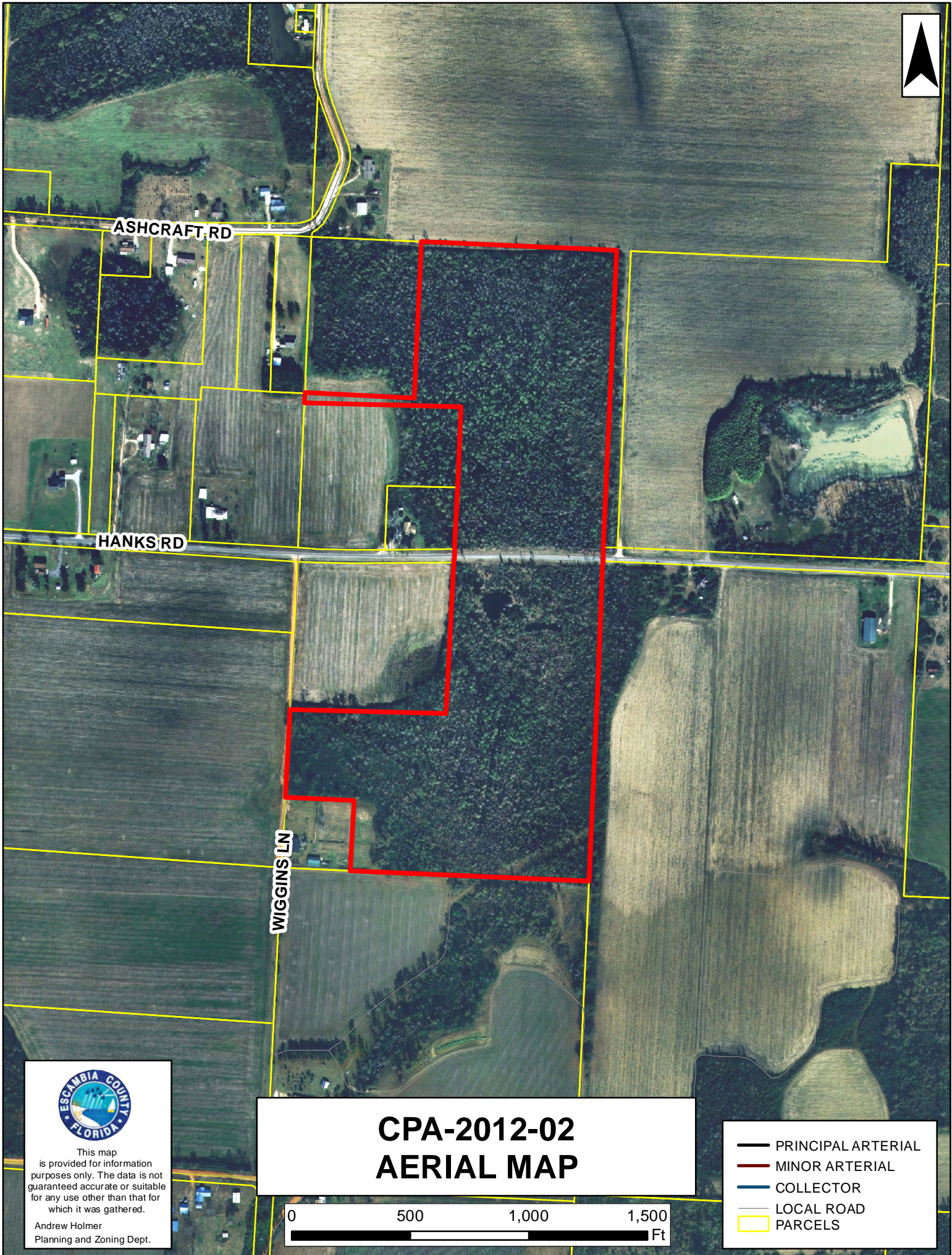



 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

CPA-2012-02
SURROUNDING ROADS



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS








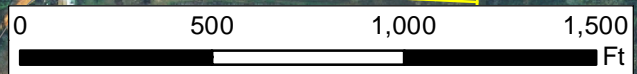

ASHCRAFT RD

HANKS RD

WIGGINS LN

CPA-2012-02 AERIAL MAP

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS

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.



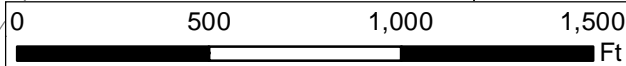
ASHCRAFT RD

HANKS RD

WIGGINS LN

CPA-2012-02 WETLANDS MAP

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  WETLANDS_2006



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.



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: REC Desired FLU: AG Zoning: P Taken by: A Cami

Planning Board Public Hearing, date(s): 7/9/12

BCC Public Hearing, proposed date(s): 7/26/12

Fees Paid NA Receipt # _____ Date: _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Kale Schneider

Address: 9061 Bratt Rd

City: Century State: FL Zip Code: 32535

Telephone: (850) 327-6519

Email: _____

DESCRIPTION OF PROPERTY:

Street address: Hanks Rd

Subdivision: NA

Property reference number: Section 14 Township 5N Range 32

Parcel 2301 Lot 000 Block 000

Size of Property (acres) 50.24 (+/-) acres

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Kale Schneider Kale Schneider 5-10-12
Signature (Property Owner) Printed Name Date

Donna C Schneider
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 9061 Brent Rd

City: Century State: FL Zip: 32535

Telephone (850) 327-6519 Fax # () _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10th day of May, year of 2012 by, Kale Schneider + Donna Schneider who () did () did not take an oath. He/she is () personally known to me, (X) produced current Florida/Other driver's license, and/or () produced current 715536516 44 1880 as identification.

Margaret A Cain 5/10/12 Margaret A. Cain
Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. DD919789
(Notary seal must be attached)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Pensacola, Florida, Property Reference Number(s) _____,

I hereby designate _____, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

This Limited Power of Attorney is granted on this _____ day of _____, the year of
_____, and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department.

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, year of
_____, by _____ who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 14 Township 5N Range

Parcel # 32-2301-600-000

Project Address:

Henko Rd

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 10th DAY OF May, 2012

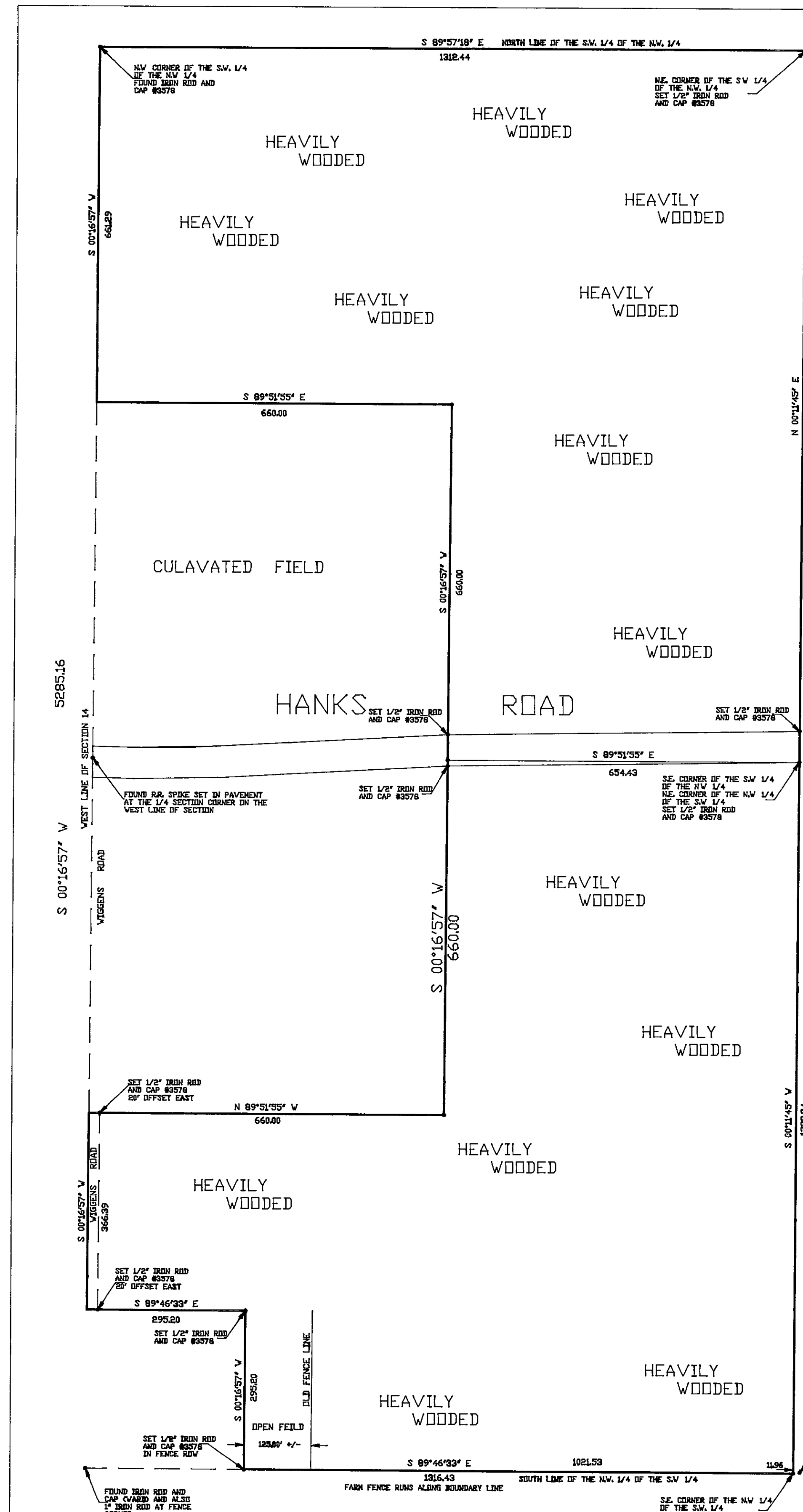
<u>Kate Schindler</u> Owner's signature	<u>Kate Schneider</u> Owner's name (print)
<u>Donna C. Schneider</u> Agent's signature	<u>Donna C. Schneider</u> Agent's name (print)

DATA AND ANALYSIS REQUIREMENTS

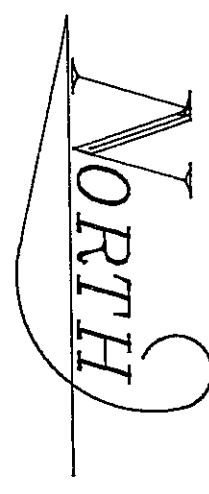
1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein



NORTH ASSUMED - BEARINGS SHOWN ARE BASED ON THE WEST LINE OF SECTION BEING S 00°16'57\"/>



LEGAL DESCRIPTION

THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 14, T-5-N, R-32-W, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT 660.00' SQUARE IN THE SW CORNER. AND ALSO THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION, LESS AND EXCEPT 660.00' SQUARE IN THE N.W. CORNER, AND LESS 295.20' SQUARE IN THE S.W. CORNER LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR ' HANKS ROAD '.

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSES REPRODUCTIONS - IN WHOLE OR IN PART SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR. THIS SURVEY DOES NOT REFLECT OF DETERMINE OWNERSHIP.

V.G. SCHUMER R.L.S.
 89 OLIVE ROAD
 PENSACOLA, FLORIDA 32514
 PHONE (850) 478-0088
 FAX (850) 478-0088

WHEN YOU WANT EXPERIENCE & HONESTY SPECIALIZING IN RURAL SURVEYING & SUBDIVISION LAYOUT

SCHUMER'S PROFESSIONAL SURVEYING INC. L.B. # 6471

SEC. 14 TWP-5-N RGE-32-W RECORDED IN BOOK # P

REF. SOURCE: SECTIONAL SURVEY

LEGAL DESCRIPTION AS FURNISHED BY CLIENT - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS AND OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN. NO INSTRUMENTS OR DISTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN - NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY. - ALL MEASUREMENTS AND/OR CALCULATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EXHIBIT # SIGNATURE.

TYPE SURVEY: **BOUNDARY SURVEY**

FOR: **KALE SCHEDER**

SCALE 1"= 150' DATE 5-5-2008 FILE # 5-2-2008
 JDB # 08F-022 F.B.F-94 P 69-71 REV.
 DWN VIC REV.

I HEREBY CERTIFY THAT THE SURVEY HEREIN TO BE TRUE AND CORRECT AND MEETING CHAPTER 61, GOV. STAT. AND FLORIDA STATUTES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Victor G. Schumer
VICTOR G. SCHUMER
 REGISTERED SURVEYOR #3578 STATE OF FLORIDA



May 7, 2012

Kale Schneider
9061 Bratt Road
Century, FL 32535

Via E-mail

**Re: *Flagged Non-Binding Wetland Jurisdictional Determination
+/- 57 Acres Hanks Road, Escambia County, Florida
WSI Project #2012-099***

Dear Mr. Schneider,

As requested, Wetland Sciences, Inc. has completed a flagged wetland jurisdictional determination within the above referenced parcel. Wetland Sciences, Inc. did identify a large jurisdictional wetland complex (See attached sketch). This wetland complex will fall within the regulatory jurisdiction of the US Army Corps of Engineers (Corps) under **33 CFR 320-330**, the Florida Department of Environmental Protection (DEP) under **Chapter 62-340 F.A.C.** and Escambia County under **LDC Section 7.13.00**.

Please be advised that various development activities within the jurisdictional wetlands, such as filling, mechanical land-clearing, and construction of some piling supported structures will require permitting from the State of Florida Department of Environmental Protection, the United States Army Corps of Engineers, and Escambia County, Florida.

Also be advised, the information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with a rough approximation of the status of wetland resources on the site under consideration. It is the responsibility of the regulatory agencies to verify our approximation before this determination can be considered legally binding. Although the above-cited conclusions are provided with some degree of confidence, it is essential that field confirmations authenticate our findings.

This does not preclude the development of the subject parcel. It is inevitable that development of the lot will require the dredging or filling of wetlands located on the property. As you may or may not know the agencies which regulate wetlands evaluate permits on the basis of avoidance and minimization, practical alternatives, and mitigation.

If you have any questions, please do not hesitate to contact me at (850) 453-4700.

WETLAND SCIENCES, INC.

Jason Taylor
Environmental Scientist

Copies furnished: FDEP, Jared Searcy
File

Enclosures: As indicated

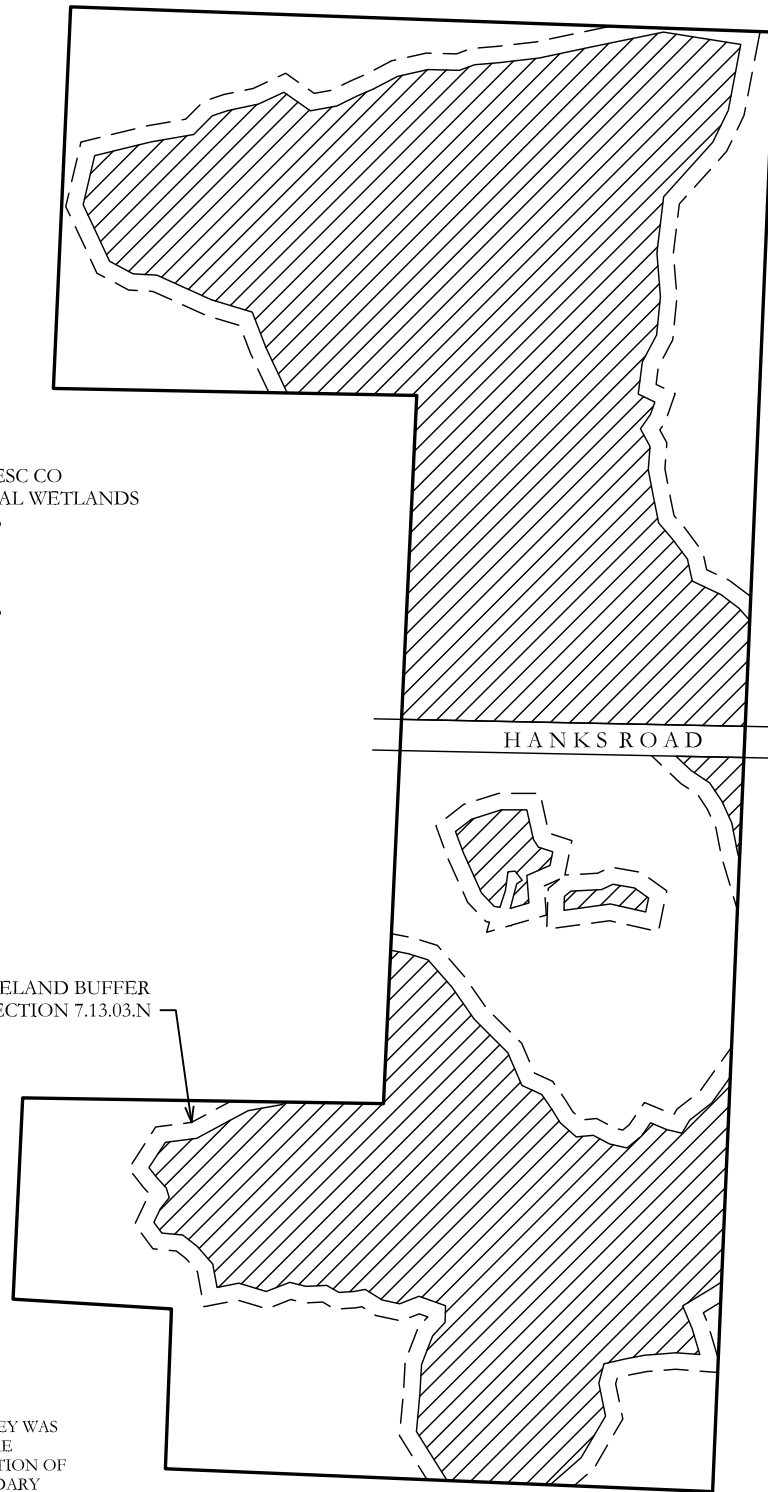


OVERALL JURISDICTIONAL WETLAND SKETCH DEPICTED ONTO AERIAL	
PROJECT #2012-099	DATE: MAY 4, 2012
DRAWN BY: JAT	SCALE: 1" = 350'

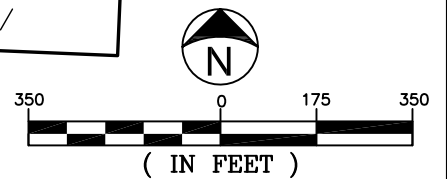
 CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

ESCAMBLA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBLA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



OVERALL JURISDICTIONAL WETLAND SKETCH

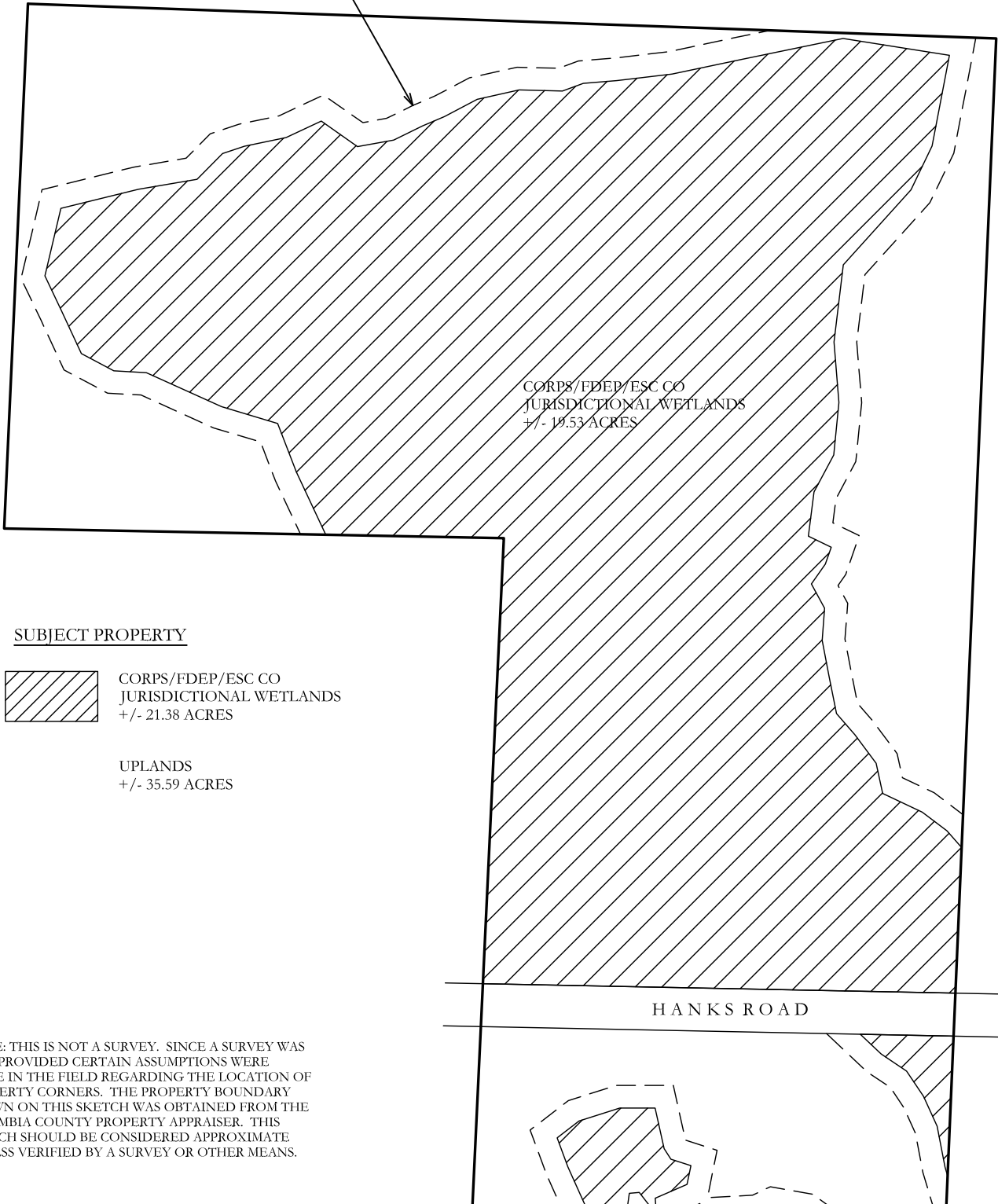
PROJECT #2012-099

DATE: MAY 4, 2012

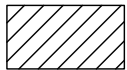
DRAWN BY: JAT

SCALE: 1" = 350'

ESCAMBIA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



SUBJECT PROPERTY



CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



CLOSE-UP OF PARCEL NORTH OF HANKS ROAD

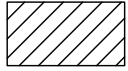
PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'

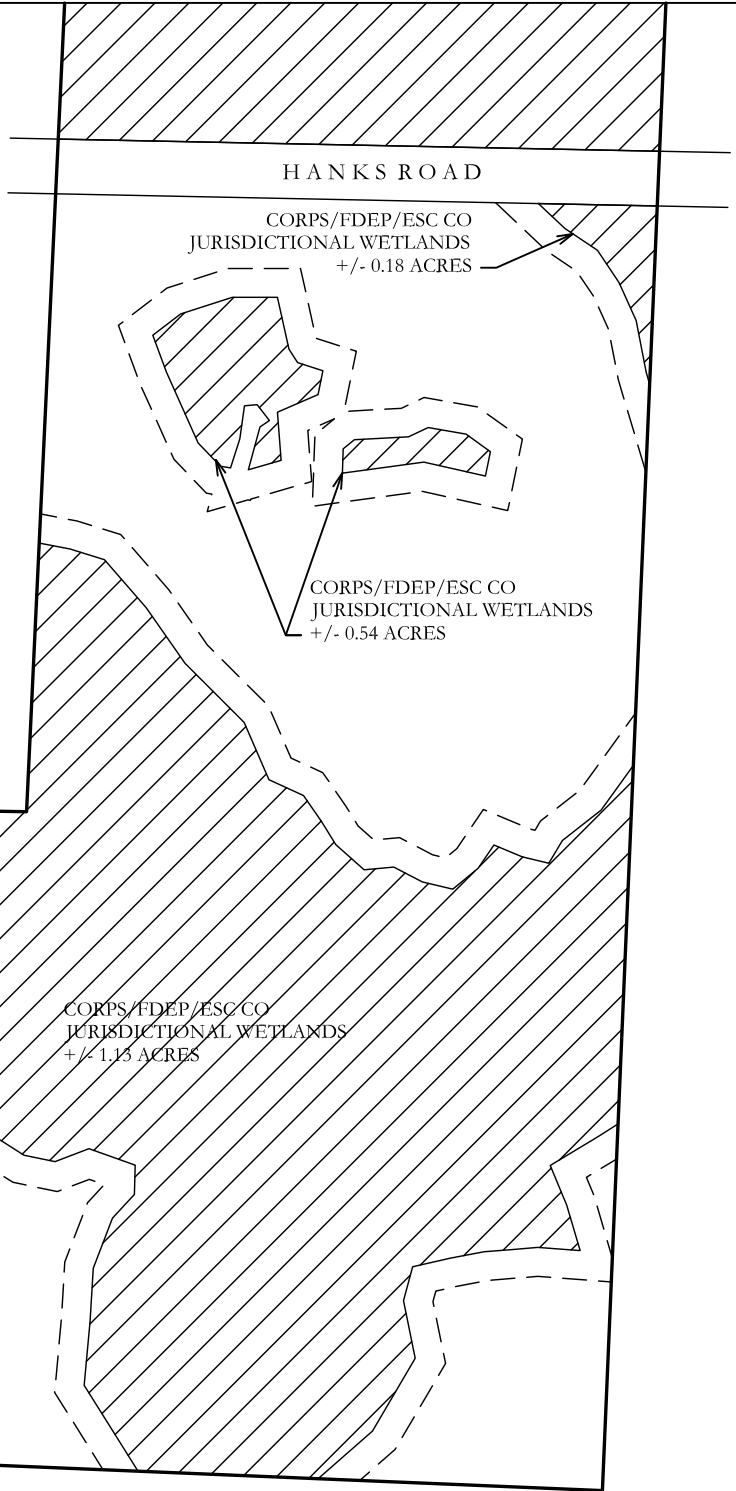
SUBJECT PROPERTY



CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

ESCAMBIA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



CLOSE-UP OF PARCEL SOUTH OF HANKS ROAD

PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2925

Growth Management Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 07/26/2012

Issue: Schedule of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, August 9, 2012

A. 5:48 p.m. - A Public Hearing - Repeal and Replace Comprehensive Plan Ordinance 2012-18

B. 5:49 p.m. - A Public hearing - Comprehensive Plan Text Amendment (OBJ FLU 5)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2934

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: CRA Meeting Minutes May 17, 2012 and June 28, 2012

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes May 17, 2012, and June 28, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the May 17, 2012, and June 28, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On May 17, 2012 and June 28, 2012, CRA meetings were convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

May 17 CRA minutes

June 28 CRA minutes

MINUTES
Escambia County
Community Redevelopment Agency
May 17, 2012–Time 8:45 a.m.
221 Palafox Place, First Floor
BCC Meeting Room
Pensacola, Florida 32502

Chair Marie Young	Present
Vice Chair Gene M. Valentino	Present
Commissioner Wilson Robertson	Present
Commissioner Grover Robinson, IV	Present
Commissioner Kevin White	Present

Staff Present:

Mr. Charles R. "Randy" Oliver,
County Administrator
Alison Rogers, County Attorney
David Forte, Urban Planner
Eva Peterson, Division Manager
Keith Wilkins, Department
Director

Call to Order.

(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. Technical/Public Service

- a. Recommendation Concerning Community Redevelopment Agency Minutes April 17, 2012 - Keith Wilkins, REP, Community & Environment Director

That the Board accept, for filing with the Board's Minutes, the April 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant.

Vote: 4 - 0 - Unanimously

- b. Recommendation Concerning the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the May 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, adopting the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan for use within the Warrington Community Redevelopment District.

Vote: 5 - 0 - Unanimously

II. Budget/Finance

- a. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1005 Colbert Avenue - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following May 17, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1005 Colbert Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deanna L. Smith, the owner of residential property located at 1005 Colbert Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,740 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for upgrading electrical wiring; and

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

Vote: 5 - 0 - Unanimously

- b. Recommendation Concerning Commercial Facade, Landscape and Infrastructure Grant Funding and Lien Agreements for 3733 Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following May 17, 2012 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 Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 3733 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,175, representing

an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior; and

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

Vote: 5 - 0 - Unanimously

c. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 304 Southeast Kalash Road - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following May 17, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 304 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,730, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

5. III. Discussion/Information Items

- a. Keith Wilkins, CED Department Director, requested a meeting with the BCC and CRA Board to discuss long term strategy in light of recent budget constraints. The Board voiced support of meeting with CRA staff and suggested that Mr. Wilkins plan a meeting in the future.
- b. Discussion by Keith Wilkins, CED Department Director, regarding the proposed LDC ordinance. The goal for the ordinance is to have the overlays apply uniformly to all Community Redevelopment Districts. This ordinance will be going to the next Planning Board meeting and will come before the CRA board as well. Two public hearings will also be held at Regular Board of County Commissioner meetings.

Adjournment.

MINUTES

Escambia County
Community Redevelopment Agency
June 28, 2012–Time 8:45 a.m.
221 Palafox Place, First Floor
BCC Meeting Room
Pensacola, Florida 32502

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson

Absent: Commissioner Grover Robinson, IV
Commissioner Kevin White

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Alison Rogers, County Attorney
David Forte, Urban Planner
Keith Wilkins, Department Director

1. Call to Order.
2. Proof of Publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal on June 23, 2012.

I. Technical/Public Service

- A. Recommendation Concerning Enterprise Zone Development Agency Appointment - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the June 28, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, concerning the Enterprise Zone Development Agency (EZDA) Board, appointing Dr. Andrew G. Armani, owner, Navy Boulevard Animal Hospital, as a Business Representative operating within the Enterprise Zone area, effective immediately and running until March 2014. This appointment is made in order to replace Jay Bradshaw and will fulfill his remaining two-year term.

Vote: 3 - 0 - Unanimously

II. Budget/Finance

A. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 200 Payne Road - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following June 28, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 200 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theresa I. Wade, the owner of residential property located at 200 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,030, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0 - Unanimously

III. Discussion/Information Items

5. LDC Ordinance Update

Keith Wilkins, REP, Department Director began the discussion with a brief history of the Community Redevelopment Agency and the benefits realized in each district as a result of increases in ad valorem taxes.

David Forte shared a power point presentation giving the overview and highlights of the LDC ordinance. The presentation also explained the intent of the ordinance and included frequently asked questions.

A draft of the ordinance was distributed to each commissioner for their review. It was agreed that a meeting would take place with CRA staff, Commissioner Young, and Commissioner Valentino after the Ordinance is approved by the Planning Board.

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2903

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Solid Waste Management - Request for Disposition of Property

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition - Computers

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230301/230306
Susan Holt DATE: 7/3/12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55118	Dell Latitude Laptop	4K27DB1	D520	2006	Fair
Y	56895	Dell Latitude Laptop	CBDW8F1	D520	2007	Fair

Disposal Comments: No longer needed by department

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable
 Dispose - Unusable for BOCC - Auction

Date: 7/5/12 IT Manager Signature: Christy M...

TO: County Administration Date: 7/3/12
 FROM: Escambia County Bureau Dept. Director (Signature): Pat Johnson
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 7/6/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230314
Susan Holt DATE: 7/3/12

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54012	Dell Desktop PC	4VZLM71	SX280	2005	Fair
Y	54014	Dell Desktop PC	3WZLM71	SX280	2005	Fair
Y	53967	Dell Desktop PC	JKC3M71	SX280	2005	Fair

Disposal Comments: No longer needed by department

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable 53967, 54014
 Dispose - Unusable for BOCC - Auction 54012

Date: 7/5/12 IT Manager Signature: Christopher Mack

TO: County Administration Date: 7/3/12
 FROM: Escambia County Bureau Dept. Director (Signature): Patrick J Johnson
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: 7/6/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2785

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

Attachments

Property Dispositon John Sims

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

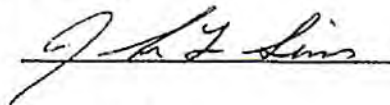
TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Public Safety

COST CENTER NO: 330206

John Sims
Property Custodian (PRINT FULL NAME)

DATE: 7/12/2012

Property Custodian (Signature):



Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53397	Kawasaki ATV	JK1AFCG114B508551	ATV	2004	Fair
N	53400	Kawasaki ATV	JKAVF6B195B503970	ATV	2004	Fair
N	501125	Truck Air 95'	46JDBBA85M1003573	LO93 91	1991	Poor

Disposal Comments: To be auctioned off

INFORMATION TECHNOLOGY (IT Technician):

Print Name

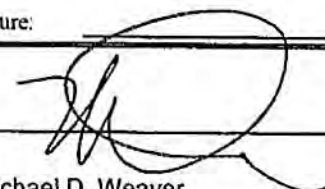
Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration

Date: 7/12/12



FROM: Escambia County Department Director (Signature)

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

Date: 7/13/12

TO: Board of County Commissioners

FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver
County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Ernie Lee Magaha/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 07.11.12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2933

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Disposition of Property for Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department for two items of equipment, which are described and listed on the Disposition Forms, with reason for disposition stated. The items are to be declared surplus and/or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

The two items recommended for declaration as surplus were both damaged beyond repair:

1. ECEMS Ambulance Unit #7, PN 59116, was damaged in a motor vehicle accident on June 7, 2012. Risk Management will coordinate salvage of the unit; and
2. The Automatic External Defibrillator (AED), PN 50022, was reported missing from the County Probation Office following the flooding event in June 2012. It is presumed junked with other items damaged by flood.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Risk Management Office will coordinate salvage of the ambulance. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

PS Disposition Forms

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 7/10/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50022	AED	13635002	LifePak 500	2001	Missing

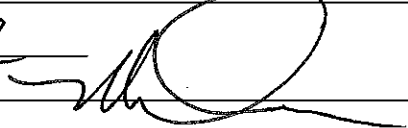
Disposal Comments: Unit was housed on floor at County Probation reception. This area was flooded during the June 2012 rain event. Per Melissa Gordon, of County Probation, unit is missing and presumed junked with other items impacted by flooding.

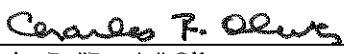
INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration Date: 7/10/12
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 7/11/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
Ernie Lee Magaha, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold
 by:
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 7/9/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	59116	Navistar Ambulance Unit 7	3HAMNAAL6BL410935	603A	2011	Totalled


Disposal Comments: Unit damaged beyond repair as a result of MVA. Risk Management to coordinate salvage.

INFORMATION TECHNOLOGY (IT Technician): _____ N/A
 Print Name


Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/9/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 7/11/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
 Ernie Lee Magaha, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2920

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Schedule and Advertise First of Two Public Hearings Considering An Ordinance to the Land Development Code; Amending Articles 2, 3 and 6

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising the First of Two Public Hearings Considering an Ordinance to the Land Development Code - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two Public Hearings on August 9, 2012, at 5:31 p.m., to consider an Ordinance to the Land Development Code (LDC); amending Article 2 "Administration," to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District; amending Article 3 "Definitions," to add a definition for "overlay district;" and amending Article 6 "Zoning Districts," to delete the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district; and create the Warrington, Barrancas, Brownsville, Englewood and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amend the Scenic Highway Overlay District by simply relocating it within the Ordinance for clarity purposes.

BACKGROUND:

After tremendous demand from Community Redevelopment Agency District residents and business owners, CRA staff has developed the proposed Ordinance to help guide future development and redevelopment of properties within the Community Redevelopment Districts by addressing the issues that have become evident between the current overlay districts for consistency purposes.

The Planning Board reviewed the ordinance May 14, June 11 and recommended approval of the Ordinance at its July 9, 2012 meeting.

BUDGETARY IMPACT:

The building and performance standards detailed in the Ordinance will help revitalize the properties located within the Community Redevelopment Districts. The enhanced look and quality of the properties will help raise property values, which in turn will create incremental increases in the ad valorem tax base for the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to appropriate staff and interested citizens. The proposed Ordinance was prepared in cooperation with the Community & Environment Department, the County Attorney's Office and interested citizens. The Community & Environment Department will ensure proper advertisement.

Attachments

Articles 2, 3, and 6 LDC

Legal Review

ORDINANCE NUMBER 2012 - _____

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," CREATING SECTION 2.14.00, TO INCLUDE LANGUAGE DEFINING THE COMMUNITY REDEVELOPMENT AGENCY, AND TO INCLUDE GENERAL STANDARDS FOR THE COMMUNITY REDEVELOPMENT DISTRICTS; AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 CREATING THE DEFINITION OF AN OVERLAY DISTRICT; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTION 6.07.00, TO DELETE THE RA-1(OL) BARRANCAS REDEVELOPMENT OVERLAY DISTRICT, THE C-3(OL) WARRINGTON COMMERCIAL OVERLAY DISTRICT, AND THE C-4(OL) BROWNSVILLE-MOBILE HIGHWAY AND "T" STREET COMMERCIAL OVERLAY DISTRICT, AND CREATE THE WARRINGTON, BARRANCAS, BROWNSVILLE, ENGLEWOOD AND PALAFOX OVERLAY DISTRICTS; AND TO AMEND THE SCENIC HIGHWAY OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District;

WHEREAS, this Ordinance creates a definition for "overlay district;"

WHEREAS, this Ordinance deletes the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district; and,

WHEREAS, this Ordinance creates the Warrington, Barrancas, Brownsville, Englewood and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amends the Scenic Highway Overlay District by simply relocating within the Ordinance for clarity purposes.

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

Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 2, "Administration" Section 2.14.00 is hereby created as follows:

2.14.00. Community Redevelopment Agency.

1 This article implements the goals, objectives and policies set forth in the Comprehensive
2 Plan related to community redevelopment in Escambia County.

3
4 2.14.01. *Legislative intent for the Community Redevelopment Agency.* The Escambia
5 County Community Redevelopment Agency (CRA) refers to the public entity created
6 by the Board of County Commissioners through the 1995 Community Redevelopment
7 Strategy and functions within the County government. The strategy was developed in
8 response to the State of Florida’s Community Redevelopment Act enacted in 1969
9 (Chapter 163, Part III, Florida Statutes).

10
11 The Florida Legislature amended the Community Redevelopment Act on July 1, 1977,
12 to allow governments to use tax increment financing (TIF) funding as a tool for
13 redevelopment. The BCC has adopted individual TIF funds for each designated
14 Palafox, Englewood, Brownsville, Warrington, Barrancas community redevelopment
15 districts to utilize the revenues from the sale of tax increment bonds for specific
16 projects aimed at redeveloping areas defined as eligible under the community
17 redevelopment regulations.

18
19 2.14.02 *Implementation of CRA Plans and Overlay Districts.* The CRA and all other
20 County divisions shall implement the recommendations of the Palafox, Englewood,
21 Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which
22 the plans drive the enhancement efforts for each individual community redevelopment
23 district. These plans provide guidance enhancing the district’s quality of life,
24 encouraging private sector reinvestment, promoting sound economic development
25 principles and providing recommendations for public sector enhancement
26 opportunities such as capital improvement projects. The CRA shall determine
27 compliance with the overlay regulations particularly as it pertains to the uses as well
28 as the site and building requirements, and determine whether exceptions to the
29 overlay district standards may be granted.

30
31 **Section 2.** Part III of the Escambia County Code of Ordinances (1999) the Land
32 Development Code of Escambia County, Article 3, “Definitions”, Section 3.02.00 is
33 hereby amended as follows:

34
35 **3.02.00. Terms defined.**

36
37 *Overlay district.* An overlay district is a professionally accepted planning tool for
38 establishing development restrictions on land within a defined geographic area or
39 characterized by specific physical features or site conditions. Overlay districts are
40 typically superimposed over one or more underlying conventional zoning districts in
41 order to address areas of community interest that warrant special consideration such as
42 historic preservation, area enhancement, or protection of a particular resource(s);
43 however, overlay districts may also be used as stand-alone regulations to manage
44 development in desired areas of the community.

45
46 **Section 3.** Part III of the Escambia County Code of Ordinances (1999) the Land
47 Development Code of Escambia County, Article 6, “Zoning Districts”, Section 6.07.00 is
48 hereby amended as follows:

1 **6.07.00. Overlay districts (general).**
2

3 *Intent and purpose of district.* This special overlay section is intended to provide an
4 enhanced level of protection for land areas which provide primary access (gateways) to
5 (1) major military installations, (2) redevelopment area commercial corridors, and (3) the
6 unique scenic vista and environmental resources of the county.
7

8 *6.07.01. C-3(OL) Warrington commercial overlay district.*

9 *A. Intent and purpose of district.* This special performance district is intended to
10 provide an enhanced level of protection for land uses in those commercial
11 corridors which (1) are located within the Warrington Redevelopment Area, and
12 (2) provide primary access (gateways) to the two major military installations.
13 This is an overlay district and the regulations herein expand upon the existing
14 C-1 and/or C-2 zoning district regulations otherwise imposed on individual
15 parcels within the commercial corridor.
16

17 *B. Applicability.* This overlay district applies to all C-1 or C-2 zoned properties
18 indicated on the zoning map as C-3OL. A generalized map of the C-4(OL)
19 District is depicted in Figure 1; however, it is not the official zoning map and
20 should be used only for preliminary determination of the application of the
21 overlay zone.

22 *C-3(OL) Warrington Commercial Overlay District*

23 *C. Relationship to underlying zoning.* All of the use listings and site design
24 requirements of the underlying C-1 and C-2 commercial districts shall continue
25 to apply. This C-3(OL) district adds one prohibited use and adds to the list of
26 uses that shall require conditional use review and approval by the board of
27 adjustment. The conditional use review shall require a finding of fact on both
28 those performance standards listed in section 2.05.03 of this Code and the
29 additional performance standards listed in F., G., and H. below.
30

31 *D. Prohibited uses.* Portable food vendors.
32

33 *E. Use requiring special conditional use review.*

- 34
35 1. Convenience stores.
36 2. Retail sale of alcohol for off-premises consumption.
37 3. Bars and nightclubs.
38 4. Tattoo parlors.
39 5. Pawn shops and check-cashing services.
40 6. Commercial amusement arcades, including billiard parlors and game
41 machine arcades.

7. ~~Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).~~
8. ~~Truck, utility trailer, and RV rental service or facility.~~

~~F. Performance standards.~~

~~1. Building and sign design. The choice of building materials, colors and building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties of the two nearby Navy installations.~~

~~2. Color and materials. Colors shall be compatible with the general pattern existing on the commercial corridors within the Warrington area.~~

~~G. Conditional use performance standards. The department of growth management urban design planner or community redevelopment agency redevelopment specialist shall provide a staff assessment for the board of adjustment (BOA) based upon the following criteria, and the BOA shall make findings of fact relative to the following conditional use standards in addition to those in F.1. above and article 2 of this Code:~~

~~1. Distance. At least 500 feet shall separate any two uses of the same kind or, for automotive uses, of a similar kind as listed in E. above. For example, a car wash shall be separated from any other car wash by a distance of at least 500 feet. This shall be measured from the closest point of the building facade of the use.~~

~~2. Freestanding on-premises signs. There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 25 feet in height; in the case of multiuse parcels, the sign shall not exceed 200 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing on the commercial corridors within the Warrington area.~~

~~3. Management plan. The applicant shall submit a management plan that addresses the following:~~

~~a. Proposed hours of operations.~~

~~b. Other similar properties managed by the applicant, now or in the past.~~

~~c. Explanation of any franchise agreement.~~

1
2 H. ~~C-2 performance standards.~~ Any project within this overlay district which is
3 zoned C-2 General Commercial shall be subject to the following special design
4 standards.

5
6 1. ~~Landscaping.~~ For developments subject to section 7.01.00 a
7 minimum ten-foot wide landscaped strip shall be required on all roadway
8 frontages, and shall contain one tree and ten shrubs for every 35 linear
9 feet of frontage. Preservation of existing plant communities within the
10 required landscaped areas can be used to satisfy this requirement.
11 Buffers required adjacent to residential districts shall include a minimum
12 of two trees and 15 shrubs for every 35 linear feet of required buffer
13 area.

14
15 2. ~~Vehicular use areas.~~ Areas other than public rights-of-way, designed
16 to be used for parking, storage of vehicles for rent or sales, or
17 movement of vehicular traffic, shall be separated by a five-foot
18 landscaped strip from any boundary of the property on which the
19 vehicular use area is located. This landscaped strip shall consist of
20 shrubs or ground covers with a minimum mature height of 24 inches and
21 a maximum height of 30 inches. Plant material shall be spaced 18
22 inches to 24 inches apart, depending on their mature size.

23
24 3. ~~Parking lots.~~ Interior parking areas shall have one landscape island
25 containing at least one tree and shrubs or ground covers as per the
26 above specifications, for every eight continuous spaces.

27
28 4. ~~Irrigation system.~~

29
30 a. An irrigation system shall be installed for all landscaped areas
31 of the site.

32
33 b. All irrigation materials used shall be ASTM approved.

34
35 c. All irrigation systems shall include rain sensors.

36
37 5. ~~Existing development.~~ Notwithstanding section 7.00.01.B., any C-2
38 change of use that applies for approval within this overlay district must
39 meet the above standards as well as those of section 7.01.05.

40
41 ~~6.07.02. Scenic highway overlay district.~~

42 A. ~~Intent, boundaries and purpose of the district.~~ This district is intended to
43 protect the unique scenic vista and environmental resources of the Scenic
44 Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay

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1 district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1,
2 and/or ID-1 zoning district regulations otherwise imposed on individual parcels
3 within the corridor. The district overlays all parcels adjacent to the Pensacola
4 Scenic Bluffs Highway corridor on the west side of the highway and all of the
5 property between the Pensacola Scenic Bluffs Highway and the Escambia Bay
6 on the east side of the highway, for approximately five miles from the city limit
7 of Pensacola along Scenic Highway continuing along Highway 90 to the bridge
8 over the Escambia River at the Santa Rosa County line. A generalized map of
9 the Scenic Highway Overlay district is depicted in Figure 2; however, it is not
10 the official zoning map and should be used only for preliminary determination of
11 the application of the overlay zone. The purpose of the district is to alleviate
12 harmful effects of on-site generated erosion and runoff caused by clearing
13 natural vegetation and changing existing contours of the land, and to ensure the
14 preservation of the bluffs, wetland areas and scenic views along the bay and
15 assure continued public access to the views along the corridor. Views are an
16 amenity and human appreciation of views is reflected in both private property
17 values and the overall general welfare of the community.

18
19 *B. Permitted uses.* See underlay zoning districts.

20
21 *C. Lot coverage.* Maximum area land coverage by all structures, parking areas,
22 driveways and all other impervious surfaces shall not exceed 50 percent of the
23 gross site area.

24
25 *D. Setback.* All structures shall be located a minimum of 50 feet from the Scenic
26 Highway right-of-way unless precluded by lot configuration or topography.

27
28 *E. Building separation.* The minimum distance between structures shall be 15
29 feet and there shall be at least 100 feet between a multifamily structure
30 (including hotels and motels) and single-family dwellings.

31
32 *F. Pedestrian-bicycle.* The intent of the corridor management plan is to provide
33 a multiuse path on the east side of Scenic Highway the full length of the corridor
34 at the maximum distance possible from the roadway pavement, within the right-
35 of-way. During the site review process the staff will work with the applicant to
36 maximize the innovative integration of a path extension, into the project, outside
37 of the right-of-way on public property or on easements donated by private
38 property owners.

39
40 *G. Building heights.* Buildings between the Scenic Highway and Escambia Bay
41 shall have a maximum height of 35 feet as measured at the average finished
42 grade elevation of the lot above mean sea level (MSL). Nonresidential uses can
43 exceed the height limit only with conditional use approval by the board of
44 adjustment. In addition to the other conditional use criteria, the requested height
45 must be found not to interfere with the scenic attractiveness of the location as
46 viewed from any plausible direction. In addition, for structures over 35 feet in

1 height, for every two feet in height over 35 feet, there shall be an additional one
2 foot of front and side setback at the ground level.

3
4 *H. Tree protection.*

5
6 1. A canopy road tree protection zone is hereby established for all land
7 within 20 feet of the right of way of Scenic Highway and Highway 90 to
8 the Santa Rosa County line. No person or agency shall cut, remove,
9 trim or in any way damage any tree in any canopy tree protection zone
10 without a permit. Except in unique cases, such pruning shall not remove
11 more than 30 percent of the existing tree material. Utility companies are
12 not permitted to prune more than 30 percent of the existing tree canopy.

13
14 2. Heritage Oak trees shall be prescribed.

15
16 3. Clearing of natural vegetation within the corridor shall require a land
17 disturbing permit and is generally prohibited except for the minimum
18 area needed for construction of allowable structures or view
19 enhancement.

20
21 *I. Landscaping.*

22
23 1. For developments subject to section 7.01.00, a minimum ten-foot
24 wide landscaped strip shall be required along the Scenic Highway
25 frontage, and shall contain one tree for every 35 linear feet of frontage.
26 The trees shall be tall enough so that a six-foot view shed exists at
27 planting. Preservation of existing plant communities within the required
28 landscaped areas can be used to satisfy this requirement.

29
30 2. Orientation of commercial buildings shall be away from residential
31 development within or adjacent to the district. Layout of parking and
32 service areas, access, landscaping, yards, courts, walls, signs, lighting
33 and control of noise and other potentially adverse influences shall be
34 such as to promote protection of such residential development, and will
35 include adequate buffering.

36
37 *J. Fences.* See section 7.04.00. No fence may be solid. No chain link fence
38 shall be located between Scenic Highway and the principal building. Any other
39 type of fence in this area shall not exceed three feet. Where single story
40 structures are higher than the roadbed, there should be no wall, fence, structure
41 or plant material located between the front building line and the roadbed that
42 will obstruct the view from automobiles on the scenic route.

43
44 *K. Structure location.* Whether a conditional use or site planning review, all
45 structures will be reviewed to assure conformance with the following criteria:

1
2 1. The location shall afford maximum views of the bay from the street
3 right-of-way.

4
5 2. The location shall minimize impact on the natural bluff and plant
6 material (other than pruning to enhance views).

7
8 3. Provide underground utilities.
9

10 ~~6.07.03. C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay~~
11 ~~district.~~

12 ~~A. Intent and purpose of district. This special performance district is intended to~~
13 ~~provide an enhanced level of protection to the prime commercial corridor of the~~
14 ~~Brownsville Redevelopment Area thereby furthering the objectives of the~~
15 ~~redevelopment plan. This is an overlay and the regulations herein expand upon~~
16 ~~existing R-6, C-1 and/or C-2 zoning district regulations otherwise imposed on~~
17 ~~individual parcels within the commercial corridor.~~

18
19 ~~B. Applicability. This overlay district applies to all R-6, C-1, C-2, or ID-1 zoned~~
20 ~~properties along the Mobile Highway corridor approximately between "W" Street~~
21 ~~and Seaton Lane and to all C-2 zoned properties along the "T" Street corridor~~
22 ~~bounded on the north by Fairfield Drive, on the east by "S" Street, on the south~~
23 ~~by Blount Street, and on the west by "V" Street indicated on the "Exhibit 1: C-~~
24 ~~4(OL) zoning map" and incorporated by reference herein. A generalized map of~~
25 ~~the C-4(OL) District is depicted in Figure 3; however, it is not the official zoning~~
26 ~~map and should be used only for preliminary determination of the application of~~
27 ~~the overlay zone.~~

28
29 ~~C. Relationship to underlying zoning. All of the use listings and site design~~
30 ~~requirements of the underlying R-6, C-1, C-2, and ID-1 commercial or industrial~~
31 ~~districts shall continue to apply. This C-4(OL) district adds one prohibited use~~
32 ~~and adds to the list of uses that shall require conditional use review and~~
33 ~~approval by the Board of Adjustment. The conditional use review shall require a~~
34 ~~finding of fact on both those performance standards listed in section 2.05.03 of~~
35 ~~the Code and the additional performance standards listed in F. and G. below.~~

36
37 ~~D. Prohibited uses. Off-premises [signs].~~

38
39 ~~E. Uses requiring special conditional use review.~~

40
41 1. ~~Convenience stores.~~

42
43 2. ~~Retail sale of alcohol for off-premises consumption.~~

3. ~~Bars and nightclubs.~~
4. ~~Pawn shops and check cashing services.~~
5. ~~Commercial amusement arcades, including billiard parlors and game machine arcades.~~
6. ~~Automotive uses (including used car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).~~
7. ~~Truck, utility trailer, and RV rental service or facility.~~
8. ~~Portable food vendors.~~
9. ~~Any new building that is more than 15 percent taller than any building on an adjacent parcel.~~
10. ~~Tattoo parlors.~~
11. ~~Welding shops located in C-1 zoning districts prior to March 1, 2004.~~

~~F. Performance standards.~~

1. ~~Building and sign design.~~ The choice of building materials, colors and building signage shall be compatible with the intent of this district. Buildings shall incorporate "human scale" design. Such design is proportioned to reflect pedestrian scale and movement, and to encourage interest at the street level.

a. ~~Orientation.~~ Wherever feasible, buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation should include entrances, storefronts, and display windows facing Mobile Highway, Cervantes Street, or "T" Street. If the rear of the building any of these streets, the rear of the building must have a pseudo-storefront.

b. ~~Color and materials.~~ Colors shall be compatible with the general pattern existing on the Mobile Highway and "T" Street commercial corridors.

1 ~~c. *Setback.* New construction shall be setback from Mobile~~
2 ~~Highway, Cervantes Street, or "T" Street a distance similar to~~
3 ~~adjacent buildings unless customer parking is provided adjacent~~
4 ~~to any of these streets in support of Crime Prevention Through~~
5 ~~Environmental Design (CPTED).~~

6
7 ~~G. *Conditional use performance standards.* The department of growth~~
8 ~~management urban design planner or community redevelopment agency~~
9 ~~redevelopment specialist shall provide a staff assessment for the board of~~
10 ~~adjustment (BOA) based upon the following criteria, and the BOA shall make~~
11 ~~findings of fact relative to the following conditional use standards in addition to~~
12 ~~those in F.1.a., b., and c. cited above and article 2 of this Code:~~

13
14 ~~1. *Distance.* At least 500 feet shall separate any two uses of the same~~
15 ~~kind or, for automotive uses, of a similar kind as listed in E. above. For~~
16 ~~example, a car wash shall be separated from any other car wash by a~~
17 ~~distance of least 500 feet. This shall be measured from the closest point~~
18 ~~on the building facade of the use.~~

19
20 ~~2. *Freestanding on premises signs.* There shall be only one such sign~~
21 ~~per parcel and it shall not exceed 100 square feet per sign face and 25~~
22 ~~feet in height; in the case of multiuse parcels, the sign shall not exceed~~
23 ~~200 square feet. The sign face shall have colors, materials and lighting~~
24 ~~that are compatible with the general pattern existing on the Mobile~~
25 ~~Highway and "T" Street commercial corridors.~~

26
27 ~~3. *Management plan.* The applicant shall submit a management plan the~~
28 ~~addresses the following:~~

29
30 ~~a. Proposed hours of operations.~~

31
32 ~~b. Other similar properties managed by the applicant, now or in~~
33 ~~the past.~~

34
35 ~~c. Explanation of any franchise agreement.~~

36
37 ~~6.07.04. RA-1(OL) Barrancas Redevelopment Area Overlay District.~~

38
39 ~~A. *Intent and purpose of the district.* This district is intended to provide an~~
40 ~~enhanced level of protection for land uses, which are located in the Barrancas~~
41 ~~Redevelopment Area, and to protect the unique environmental resources of~~
42 ~~Bayou Chico. This is an overlay district and the regulations herein expand upon~~
43 ~~the existing R-1, R-2, R-3, R-4, R-6, C-1, and WMU underlying districts~~
44 ~~otherwise imposed on individual parcels within the Redevelopment Area. The~~
45 ~~purpose of this district is to (1) alleviate the harmful effects of industrial~~

1 pollutants entering and degrading the quality of Bayou Chico and (2) enhance
2 the character of the area, which has been changed by the realignment of
3 Barrancas Avenue, through appropriate land use controls.

4
5 *B. Applicability.* This overlay district applies to all R-1, R-2, R-3, R-4, R-6, C-1,
6 and WMU-zoned properties indicated on "Exhibit 1, RA-1(OL) Barrancas
7 Redevelopment Area Overlay District" zoning map, which is incorporated by
8 reference herein and is reflected in the official zoning maps. A generalized map
9 of the RA-1(OL) District is depicted in Figure 4 attached to Ordinance No. 2006-
10 _____; however, it is not the official zoning map and should be used
11 only for preliminary determination of the application of the overlay zone.

12
13 *C. Relationship to underlying zoning.* All of the use listings and site design
14 requirements of the underlying R-1, R-2, R-3, R-4, R-6, C-1 and WMU districts
15 shall continue to apply unless modified by the following:

16
17 *D. Permitted uses.*

- 18
19 1. Antique shops allowed in R-6 and C-1 underlying zoning districts.
- 20
21 2. Bed and breakfast inns, as licensed under F.S. ch. 509, allowed in R-
22 4, R-6, C-1, and WMU underlying zoning districts.
- 23
24 3. Multifamily residential developments, allowed in R-4, R-6, C-1, and
25 WMU underlying zoning districts, consisting of three (3) or more
26 attached units are required to be condominium developments pursuant
27 to the Condominium Act, F.S. ch. 718. This does not apply to single-
28 family attached homes such as duplexes, townhomes, or rowhouses.

29
30 *E. Conditional uses.*

- 31
32 1. Private clubs and lodges.
- 33
34 2. Automobile repair shops, including indoor repair and restoration (not
35 including painting) for ignition, fuel, brake and suspension systems or
36 similar uses and sale of related products necessary for automobile
37 repair, gross floor area not to exceed 6,000 square feet. Outside repair
38 and/or storage and automotive painting is prohibited.

39
40 *F. Prohibited uses.*

- 41
42 1. Automobile service stations that include the sale of gasoline. Outside
43 repair and/or storage and automotive painting is prohibited.

2. ~~Boarding and lodging houses, or other similar uses.~~
3. ~~Commercial boat storage, except in the underlying WMU district.~~
4. ~~Commercial RV Storage.~~
5. ~~Campgrounds.~~
6. ~~Carnival type amusements and amusement arcades.~~
7. ~~Fortune tellers, palm readers, psychics, etc.~~
8. ~~Mini-warehouses.~~
9. ~~Mobile homes and manufactured homes.~~
10. ~~Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.~~
11. ~~Pawn shops.~~
12. ~~Used clothing deposit box.~~
13. ~~Wholesale and/or distribution warehousing except in WMU underlying zoning district.~~

~~G. Site and building requirements.~~

1. ~~*Building height.* Except for properties within the WMU zoning district, no building or structure shall exceed 45 feet in height as defined in section 3.00.01 of this Code. Height for buildings with pitched roofs shall be measured to the bottom of the eaves. If a lower height is specified in an underlying zoning district, the lower height shall prevail.~~

2. ~~*Building design.*~~

a. ~~The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.~~

b. ~~For R-3 and R-4 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as~~

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1 having a clear and visible orientation to the street. Street
2 orientation should include:

3
4 (1) ~~Garages. For residential uses, there shall be no front~~
5 ~~facing garages unless they are setback an additional ten~~
6 ~~feet from the primary front facade and do not exceed 25~~
7 ~~percent of the street facing building facade. If the lot~~
8 ~~width is forty feet or less, the 25 percent requirement~~
9 ~~shall not apply. All other garages must face the side or~~
10 ~~rear of the parcel.~~

11
12 (2) ~~Front entry. The front facade shall include the primary~~
13 ~~entry door, be street facing, and include a porch or stoop.~~

14
15 (a) ~~Front porches. Front porches shall be a~~
16 ~~minimum six feet deep and ten feet wide. The~~
17 ~~scale of the front porch should be in scale with the~~
18 ~~primary facade.~~

19
20 (b) ~~Stoops. Stoops provide connections to~~
21 ~~building entrances or porches where residential~~
22 ~~buildings are elevated above grade. Stoops shall~~
23 ~~be a minimum of five feet wide.~~

24
25 (3) ~~Off-street parking. All off-street parking shall be~~
26 ~~located in the rear of the building that faces the public~~
27 ~~street or within a garage. For single-family detached~~
28 ~~housing, off street parking can be located in a carport,~~
29 ~~driveway or garage.~~

30
31 c. ~~For R-6 and C-1 zoning districts buildings shall be "street-~~
32 ~~oriented" to create a desirable pedestrian environment between~~
33 ~~the building and the street. Street orientation is defined as~~
34 ~~having a clear and visible orientation to the street. Street~~
35 ~~orientation should include:~~

36
37 (1) ~~Front and side setback lines should be consistent with~~
38 ~~adjacent structures. Rear setbacks shall be as required~~
39 ~~by the underlying zoning district. Where setback lines are~~
40 ~~not clearly established, buildings shall be built to within~~
41 ~~ten (10) feet of property lines.~~

42
43 (2) ~~Buildings shall be oriented so that the principal facade~~
44 ~~is parallel or nearly parallel to the streets they face. On~~
45 ~~corner sites, buildings shall occupy the corner.~~

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~~(3) Walkways that lead to front doors, separate from the driveway are encouraged.~~

~~(4) Entrances shall be well lit, visible from the street and easily accessible.~~

~~(5) Off-street parking.~~

~~(a) For residential uses, all off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached housing, off-street parking can be located in a carport, driveway or garage. There shall be no front-facing garages unless they are setback an additional ten feet from the primary front facade and do not exceed 25 percent of the street-facing building facade. If the lot width is forty feet or less, the 25-percent requirement shall not apply.~~

~~(b) For commercial uses, off-street parking areas shall be located on the side or rear of the building unless a shared central parking facility is developed through an easement or common ownership among contiguous properties. Curbscuts shall be limited to one 20-foot access point for a shared central parking facility. Liner buildings or landscaping shall be used to screen parking from the street.~~

~~(c) Walkways shall be included in off-street parking areas.~~

~~(6) Buildings shall incorporate "human scale" design. That is, designed in proportions to reflect human pedestrian scale and movement, and to encourage interest at the street level. "Human scale" is best achieved when the street-to-building height ratio is 1:2 and does not exceed 1:3. (e.g. if the street is 24 feet wide, building height should not exceed 72 feet)~~

~~(7) All service and loading areas shall be entirely screened from view.~~

1 ~~(8) Sidewalk sales and/or tent sales with temporary~~
2 ~~displays shall be permitted immediately adjacent to the~~
3 ~~business for no more than fourteen days in any one~~
4 ~~calendar year provided that all required permits are~~
5 ~~obtained and a traffic management and parking plan are~~
6 ~~presented to, and approved by, the traffic engineering~~
7 ~~department prior to events.~~

8
9 ~~(9) Outdoor dining. Outdoor dining and seating shall be~~
10 ~~permitted. Dining areas shall be properly designated and~~
11 ~~appropriately separated from public walkways and streets~~
12 ~~using attractive materials such as railings, opaque~~
13 ~~wrought iron fences, landscaping, or other suitable~~
14 ~~material. Designated outdoor dining areas adjacent to~~
15 ~~public right-of-way shall allow a minimum unobstructed~~
16 ~~sidewalk of six feet along the public right-of-way.~~

17
18 ~~3. Landscaping.~~

19
20 ~~a. See section 7.01.00 of this Code.~~

21
22 ~~b. It is the proposed intent of this ordinance to encourage water~~
23 ~~conservation through proper plant selection, installation and~~
24 ~~maintenance practices. All commercial and industrial projects~~
25 ~~shall submit a landscape plan as part of the development review~~
26 ~~criteria. The plan will include plant species proposed, location of~~
27 ~~all plant material, including areas proposed for sod, areas of~~
28 ~~natural vegetation to be protected, and an irrigation plan. Native~~
29 ~~plant species are required. Sabal palm is considered a native~~
30 ~~plant species.~~

31
32 ~~4. Buffers and screening of outdoor storage. See section 7.01.06 of this~~
33 ~~Code except the following revisions shall be applied to the RA-1(OL)~~
34 ~~Barrancas Redevelopment Area Overlay District.~~

35
36 ~~a. Section 7.01.06.D.2. *Type*. Only fencing (may or may not be~~
37 ~~opaque) or walls made of concrete or stucco may supplement~~
38 ~~buffers. Specifically, old garage doors and pieces of tin do not~~
39 ~~qualify for fencing or wall materials; and~~

40
41 ~~b. Section 7.01.06.E. *Screening of outdoor storage*. Opaque~~
42 ~~fencing shall mean chain link fence with slats, privacy wooden~~
43 ~~fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco~~
44 ~~wall may also be used to screen outdoor storage.~~

1 ~~5. *Natural features.* Natural features shall be protected and integrated~~
2 ~~into site design/development where possible. The applicant shall~~
3 ~~demonstrate how the development protects and incorporates existing~~
4 ~~vegetation.~~

5
6 ~~6. *Crime prevention through environmental design.* Crime Prevention~~
7 ~~Through Environmental Design (CPTED) principles shall be used when~~
8 ~~designing any element within the RA-1(OL) District, including but not~~
9 ~~limited to site design, buildings, street design, signs, landscaping and~~
10 ~~parking. The following CPTED guidelines should be considered when~~
11 ~~designing any element within the RA-1(OL) District.~~

12
13 ~~a. *Territoriality.* All building entrances, parking areas, pathways~~
14 ~~and other elements should incorporate appropriate features that~~
15 ~~express ownership. The use of these features shall not conflict~~
16 ~~with the need for natural surveillance.~~

17
18 ~~b. *Natural surveillance.* The site layout, building and landscape~~
19 ~~design shall promote the principles of natural surveillance.~~
20 ~~Physical features and activities should be oriented and designed~~
21 ~~in ways that maximize the ability to see throughout the site.~~

22
23 ~~c. *Activity support.* The site layout and building design should~~
24 ~~encourage legitimate activity in public spaces.~~

25
26 ~~d. *Access control.* To discourage crime, entrances and exits~~
27 ~~should be located and designed in a manner that incorporates~~
28 ~~natural surveillance techniques and area control measures.~~

29
30 ~~7. *Signs.*~~

31
32 ~~a. See article 8 of this Code.~~

33
34 ~~b. The choice of building signage shall be compatible with the~~
35 ~~intent of this district and shall not have an adverse visual impact~~
36 ~~on surrounding properties.~~

37
38 ~~c. Free-standing on-premises signs shall be "human scaled".~~
39 ~~There shall be only one such sign per parcel and it shall not~~
40 ~~exceed 100 square feet per sign face and 12 feet in height; in~~
41 ~~the case of multi-use parcels, the sign shall not exceed 299~~
42 ~~square feet. The sign face shall have colors, materials and~~
43 ~~lighting that are compatible with the general pattern existing in~~
44 ~~the Barrancas Redevelopment Area Overlay District.~~
45 ~~Freestanding signs shall be limited to monument signs. Attached~~

1 ~~signs or shingles may be permitted for individual businesses in a~~
2 ~~multi-use building. Such signs shall not exceed 20 square feet~~
3 ~~per sign face.~~

4
5 ~~d. Billboards or pole signs are not permitted in this overlay~~
6 ~~district.~~

7
8 ~~8. Locational criteria. See section 7.20.02 of this Code.~~

9
10 6.07.01. Warrington Overlay District.

11
12 A. The intent and purpose. The Warrington Overlay District is intended to provide
13 an enhanced level of protection for land uses and provide primary access
14 (gateways) to the two major military installations located within the Warrington
15 Community Redevelopment District. This is a zoning overlay district and the
16 regulations herein expand upon the existing zoning district regulations otherwise
17 imposed on individual parcels within the Warrington Community Redevelopment
18 District.

19
20 B. Applicability. This zoning overlay district applies to all zoned properties located
21 in the Warrington Community Redevelopment District.

22
23 C. Relationship to underlying zoning. All of the use listings and site design
24 requirements of the underlying zoning districts shall continue to apply unless
25 modified by the following:

26
27 D. Permitted uses. Mixed-use developments, defined as where non-residential
28 and residential uses occupy the same building. The non-residential use(s) shall
29 contain the first or bottom floor and the residential use(s) contain the second or
30 upper floor(s).

31
32 E. Prohibited uses.

33
34 1. Portable food vendors.

35
36 2. Mobile homes and manufactured homes. (This does not prohibit the
37 construction of modular homes; see Article 3 of this code.)

38
39 3. Mobile home/manufactured home parks.

40
41 F. Uses requiring management plan submittal. The following uses shall require
42 submission of a management plan to the CRA prior to development approval.
43 The CRA must be notified of any amendments to a submitted management plan.

44
45 1. Convenience stores.

46
47 2. Tattoo Parlors.
48

1 3. Retail sale of alcohol for off-premises consumption.

2
3 4. Bars and nightclubs.

4
5 5. Pawn shops and check cashing services.

6
7 6. Commercial amusement arcades, including billiard parlors and game
8 machine arcades.

9
10 7. Automotive uses (including car sales, automobile rental agencies, car
11 washes, auto repair facilities, tire sales, etc.).

12
13 8. Truck, utility trailer, and RV rental service or facility.

14
15 G. Management plan. The applicant shall submit a management plan that
16 addresses the following:

17
18 1. Proposed hours of operations.

19
20 2. Other similar properties managed by the applicant, if applicable.

21
22 3. Explanation of any franchise agreement.

23
24 H. Rezoning. The following rezoning requests shall be prohibited:

25
26 1. Rezoning of C-1 properties to a more intense zoning district if located
27 on an arterial roadway.

28
29 2. Surrounding uses, whether conforming or non-conforming should not
30 be taken into consideration for the rezoning rationale.

31
32 I. Non-residential site and building requirements.

33
34 1. Building height. New buildings, additions and redeveloped buildings
35 shall complement the existing pattern of building heights. Buildings in the
36 overlay district may not exceed 45 feet in height.

37
38 2. Building design.

39
40 a. Setbacks. New construction must maintain the existing
41 alignment of facades along the street front. Exceptions may be
42 granted if the setback is pedestrian oriented and contributes to the
43 quality and character of the streetscape.

44
45 b. Facades. A building more than 80 feet in width shall be divided
46 into increments by incorporation of one of the following
47 techniques, but not limited to:

48
49 (1). Divisions or breaks in materials

1
2 (2). Bay windows or the like

3
4 (3). Building setbacks

5
6 c. Rear façade. A minimum of 15 feet of the building's rear façade
7 facing a public right of way, parking area, or open space shall
8 consist of transparent materials. Reflective glass is prohibited as a
9 transparent material.

10
11 d. Materials and detailing. New buildings and structures, additions
12 and renovations shall be constructed to be long lasting and use
13 materials and detailing that maintain the distinct character and
14 harmony of the Warrington Community Redevelopment District.
15 Aluminum, vinyl or metal material siding is prohibited on the
16 primary facades of buildings adjacent to public right of ways.

17
18 e. Awnings. Awnings are encouraged to enhance the character of
19 Warrington while providing sun protection for display windows,
20 shelter for pedestrians, and a sign panel for businesses.

21
22 3. Accessory Structures. All accessory structures shall be located in the
23 rear or side area and be a minimum of 5 feet inside the property
24 boundary. All accessory structures shall meet the County landscaping,
25 buffering, and screening requirements and shall use the same materials,
26 color, and/or style of the primary façade if visible to the public from any
27 road, driveway, right-of-way, or similar.

28
29 4. Natural features. Natural features shall be protected and integrated into
30 site design/development where possible. The applicant shall demonstrate
31 how the development protects and incorporates existing vegetation.

32
33 5. Crime prevention through environmental design. Crime Prevention
34 Through Environmental Design (CPTED) principles shall be used when
35 designing any element within the district, including but not limited to site
36 design, buildings, street design, signs, landscaping and parking. The
37 following CPTED guidelines shall be considered when designing any
38 element within the district.

39
40 a. Territoriality. All building entrances, parking areas, pathways
41 and other elements should incorporate appropriate features that
42 express ownership. The use of these features shall not conflict
43 with the need for natural surveillance.

44
45 b. Natural surveillance. The site layout, building and landscape
46 design shall promote the principles of natural surveillance.
47 Physical features and activities should be oriented and designed
48 in ways that maximize the ability to see throughout the site.

1 c. Activity support. The site layout and building design should
2 encourage legitimate activity in public spaces.

3
4 d. Access control. To discourage crime, entrances and exits
5 should be located and designed in a manner that incorporates
6 natural surveillance techniques and area control measures.

7
8 6. Signs.

9
10 a. See Article 8.

11
12 b. The choice of building signage shall be compatible with the
13 intent of this district and shall not have an adverse visual impact
14 on surrounding properties.

15
16 c. Free-standing on-premises signs shall be "human scaled".
17 There shall be only one such sign per parcel and it shall not
18 exceed 100 square feet per sign face and 12 feet in height; in the
19 case of multi-use parcels, the sign shall not exceed 299 square
20 feet. The sign face shall have colors, materials and lighting that
21 are compatible with the general pattern existing in the Warrington
22 Redevelopment Area Overlay District. Freestanding signs shall be
23 limited to monument signs. Attached signs or shingles may be
24 permitted for individual businesses in a multi-use building. Such
25 signs shall not exceed 20 square feet per sign face.

26
27 d. Signs cannot block or obstruct design details, windows, or
28 cornices of the building upon which they are placed.

29
30 7. Lighting. Lighting in the overlay district should serve to illuminate
31 facades entrances and signage to provide an adequate level of personal
32 safety while enhancing the aesthetic appeal of the buildings. Building and
33 signage lighting must be indirect, with the light source(s) hidden from
34 direct pedestrian and motorist view.

35
36 8. Parking. Parking in the overlay district must adequately serve the
37 users without detracting from the compact design that makes it a
38 successful commercial center.

39
40 9. Off-street parking. Off-street parking must be located in the rear. If the
41 lot orientation cannot accommodate adequate rear parking, parking on
42 the side would then be permitted.

43
44 10. Landscaping.

45
46 a. See Section 7.01.00.

47
48 b. It is the proposed intent of this ordinance to encourage water
49 conservation through proper plant selection, installation and

1 maintenance practices. All commercial and industrial projects shall
2 submit a landscape plan as part of the development review
3 criteria. The plan will include plant species proposed, location of
4 all plant material, including areas proposed for sod, areas of
5 natural vegetation to be protected, and an irrigation plan. Native
6 plant species are required.

7
8 11. *Buffers and screening of outdoor storage.* The screening of outside
9 storage must use the same materials, color, and/or style as the primary
10 building in order to be architecturally compatible with the primary building
11 and the building it is adjacent to. All outside storage must be screened
12 from public view. If the outside storage area is separate from the building
13 it serves the following shall apply:

14
15 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
16 opaque) or walls made of concrete or stucco may supplement
17 buffers. Specifically, old garage doors and pieces of tin do not
18 qualify for fencing or wall materials; and

19
20 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
21 fencing shall mean chain link fence with slats, privacy wooden
22 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
23 wall may also be used to screen outdoor storage.

24
25 12. *Exceptions.* Financial hardship alone is not a basis to grant an
26 exception; however, it is recognized that there may be circumstances that
27 require a departure from the requirements in this overlay district in order
28 to be feasible. Possible grounds to be considered for granting exceptions
29 to the ordinance include, but not limited to:

30
31 a. Safety

32
33 b. Unique site or building characteristics

34
35 c. Standards would have a negative effect on the use of the
36 property

37
38 d. Public benefit

39
40 J. *C-2 performance standards.* Any project within this overlay district that is
41 zoned C-2 General Commercial shall be subject to the following design
42 standards.

43
44 1. *Landscaping.* For developments subject to section 7.01.00 a minimum
45 ten-foot wide landscaped strip shall be required on all roadway frontages,
46 and shall contain one tree and ten shrubs for every 35 linear feet of
47 frontage. Preservation of existing plant communities within the required
48 landscaped areas can be used to satisfy this requirement. Buffers

1 required adjacent to residential districts shall include a minimum of two
2 trees and 15 shrubs for every 35 linear feet of required buffer area.

3
4 2. Vehicular use areas. Areas other than public rights-of-way, designed to
5 be used for parking, storage of vehicles for rent or sales, or movement of
6 vehicular traffic, shall be separated by a five-foot landscaped strip from
7 any boundary of the property on which the vehicular use area is located.
8 This landscaped strip shall consist of shrubs or ground covers with a
9 minimum mature height of 24 inches and a maximum height of 30 inches.
10 Plant material shall be spaced 18 inches to 24 inches apart, depending
11 on their mature size.

12
13 3. Parking lots. Interior parking areas shall have one landscape island
14 containing at least one tree and shrubs or ground covers as per the
15 above specifications, for every eight contiguous spaces.

16
17 4. Irrigation system.

18
19 a. An irrigation system shall be installed for all landscaped areas
20 of the site.

21
22 b. All irrigation materials used shall be ASTM approved.

23
24 c. All irrigation systems shall include rain sensors.

25
26 5. Existing development. Notwithstanding Section 7.00.01.B, any C-2
27 change of use that applies for approval within this zoning overlay district
28 must meet the above standards as well as those of Section 7.01.05.

29
30 **GRAPHIC LINK: Warrington Overlay District**

31
32 **6.07.02. Barrancas Overlay District**

33
34 A. Intent and purpose of the district. The Barrancas Overlay District is intended to
35 provide an enhanced level of protection for land uses that are located in the
36 Barrancas Community Redevelopment District, and to protect the unique
37 environmental resources of Bayou Chico. This is a zoning overlay district and the
38 regulations herein expand upon the existing zoning district's regulations
39 otherwise imposed on individual parcels within the Barrancas Community
40 Redevelopment District. The purpose of this district is to alleviate the harmful
41 effects of industrial pollutants entering and degrading the quality of Bayou Chico
42 and enhance the character of the area, which has been changed by the
43 realignment of Barrancas Avenue, through appropriate land use controls.

44
45 B. Applicability. This zoning overlay district applies to all existing zoning districts
46 located in the Barrancas Community Redevelopment District.

1 C. Relationship to underlying zoning. All of the use listings and site design
2 requirements of the underlying zoning districts shall continue to apply unless
3 modified by the following:

4
5 D. Permitted uses.

- 6
7 1. Antique shops allowed in R-6 and C-1 underlying zoning districts.
- 8
9 2. Bed and breakfast inns, as licensed under F.S. Ch. 509, allowed in R-
10 4, R-6, C-1, and WMU underlying zoning districts.
- 11
12 3. Multifamily residential developments, allowed in R-4, R-6, C-1, and
13 WMU underlying zoning districts, consisting of three (3) or more attached
14 units are required to be condominium developments pursuant to the
15 Condominium Act, F.S. Ch. 718. This does not apply to single-family
16 attached homes such as duplexes, townhomes, or row houses.
- 17
18 4. Mixed-use developments, defined as where non-residential and
19 residential uses occupy the same building. The non-residential use(s)
20 shall contain the first or bottom floor and the residential use(s) contain the
21 second or upper floor(s).

22
23 E. Uses requiring management plan submittal. The following uses shall require
24 submission of a management plan to the CRA prior to development approval.
25 The CRA must be notified of any amendments to a submitted management plan.

- 26
27 1. Private clubs and lodges.
- 28
29 2. Automobile repair shops, including indoor repair and restoration (not
30 including painting) for ignition, fuel, brake and suspension systems or
31 similar uses and sale of related products necessary for automobile repair,
32 gross floor area not to exceed 6,000 square feet. Outside repair and/or
33 storage and automotive painting is prohibited.

34
35 F. Management plan. The applicant shall submit a management plan that
36 addresses the following:

- 37
38 1. Proposed hours of operations.
- 39
40 2. Other similar properties managed by the applicant, if applicable.
- 41
42 3. Explanation of any franchise agreement.

43
44 G. Prohibited uses.

- 45
46 1. Automobile service stations that include the sale of gasoline. Outside
47 repair and/or storage and automotive painting is prohibited.
- 48
49 2. Boarding and lodging houses, or other similar uses.

- 1
- 2 3. Commercial boat storage, except in the underlying WMU district.
- 3
- 4 4. Commercial RV Storage.
- 5
- 6 5. Campgrounds.
- 7
- 8 6. Carnival-type amusements and amusement arcades.
- 9
- 10 7. Fortune tellers, palm readers, psychics, etc.
- 11
- 12 8. Mini-warehouses.
- 13
- 14 9. Mobile homes and manufactured homes. (This does not prohibit the
15 construction of modular homes; see Article 3 of this code.)
- 16
- 17 10. Mobile home/manufactured home parks.
- 18
- 19 11. Off-premises signs, billboards and other sign structures erected,
20 located and maintained as provided for in Article 8 of this Code.
- 21
- 22 12. Pawn shops.
- 23
- 24 13. Used clothing deposit box.
- 25
- 26 14. Wholesale and/or distribution warehousing except in WMU underlying
27 zoning district.

28
29 H. Rezoning. Surrounding uses, whether conforming or non-conforming should
30 not be taken into consideration for the rezoning rationale.

31
32 I. Site and building requirements.

33
34 1. Building height. Except for properties within the WMU zoning district,
35 no building or structure shall exceed 45 feet in height as defined in
36 Section 3.02.00. Height for buildings with pitched roofs shall be measured
37 to the bottom of the eaves. If a lower height is specified in an underlying
38 zoning district, the lower height shall prevail.

39
40 2. Building design.

41
42 a. The choice of building materials and colors shall be compatible
43 with the intent of this district and shall not have an adverse visual
44 impact on surrounding properties.

45
46 b. For R-3 and R-4 zoning districts buildings shall be "street-
47 oriented" to create a desirable pedestrian environment between
48 the building and the street. Street orientation is defined as having

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1 a clear and visible orientation to the street. Street orientation
2 should include:
3

4 (1) Garages. For residential uses, there shall be no front
5 facing garages unless they are setback an additional eight
6 feet from the primary front facade and do not exceed 25
7 percent of the street facing building facade. If the lot width
8 is forty feet or less, the 25 percent requirement shall not
9 apply. All other garages must face the side or rear of the
10 parcel.

11
12 (2) Front entry. The front facade shall include the primary
13 entry door, be street facing, and include a porch or stoop.

14
15 (a) Front porches. Front porches shall be a
16 minimum six feet deep and ten feet wide. The scale
17 of the front porch should be in scale with the
18 primary facade.

19
20 (b) Stoops. Stoops provide connections to building
21 entrances or porches where residential buildings
22 are elevated above grade. Stoops shall be a
23 minimum of five feet wide.

24
25 (3) Off-street parking. All off-street parking shall be located
26 in the rear of the building that faces the public street or
27 within a garage. For single-family detached residential
28 dwelling, off street parking can be located in a carport,
29 driveway or garage.

30
31 c. For R-6 and C-1 zoning districts buildings shall be "street-
32 oriented" to create a desirable pedestrian environment between
33 the building and the street. Street orientation is defined as having
34 a clear and visible orientation to the street. Street orientation
35 should include:
36

37 (1) Front and side setback lines should be consistent with
38 adjacent structures. Rear setbacks shall be as required by
39 the underlying zoning district. Where setback lines are not
40 clearly established, buildings shall be built to within ten
41 (10) feet of property lines.

42
43 (2) Buildings shall be oriented so that the principal facade
44 is parallel or nearly parallel to the streets they face. On
45 corner sites, buildings shall occupy the corner.

46
47 (3) Walkways that lead to front doors, separate from the
48 driveway, are encouraged.
49

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1 (4) Entrances shall be well lit, visible from the street and
2 easily accessible.

3
4 (5) Off-street parking.

5
6 (a) For residential uses, all off-street parking shall
7 be located in the rear of the building that faces the
8 public street or within a garage. For single-family
9 detached housing, off street parking can be located
10 in a carport, driveway or garage. There shall be no
11 front facing garages unless they are setback an
12 additional ten feet from the primary front facade
13 and do not exceed 25 percent of the street facing
14 building facade. If the lot width is forty feet or less,
15 the 25 percent requirement shall not apply.

16
17 (b) For commercial uses, off-street parking areas
18 shall be located on the side or rear of the building
19 unless a shared central parking facility is developed
20 through an easement or common ownership among
21 contiguous properties. Curb cuts shall be limited to
22 one 20-foot access point for a shared central
23 parking facility. Liner buildings or landscaping shall
24 be used to screen parking from the street.

25
26 (c) Walkways shall be included in off-street parking
27 areas.

28
29 (6) Buildings shall incorporate "human scale" design. That
30 is, designed in proportions to reflect human pedestrian
31 scale and movement, and to encourage interest at the
32 street level. "Human scale" is best achieved when the
33 street-to-building height ratio is 1:2 and does not exceed
34 1:3. (e.g. if the street is 24 feet wide, building height should
35 not exceed 72 feet)

36
37 (7) All service and loading areas shall be entirely screened
38 from view.

39
40 (8) Sidewalk sales and/or tent sales with temporary
41 displays shall be permitted immediately adjacent to the
42 business for no more than fourteen days in any one
43 calendar year provided that all required permits are
44 obtained and a traffic management and parking plan are
45 presented to, and approved by, the traffic engineering
46 department prior to events.

47
48 (9) Outdoor dining. Outdoor dining and seating shall be
49 permitted. Dining areas shall be properly designated and

1 appropriately separated from public walkways and streets
2 using attractive materials such as railings, opaque wrought
3 iron fences, landscaping, or other suitable material.
4 Designated outdoor dining areas adjacent to public right-
5 of-way shall allow a minimum unobstructed sidewalk of six
6 feet along the public right-of-way.

7
8 3. Accessory Structures. All accessory structures shall be located in the
9 rear or side area and be a minimum of 5 feet inside the property
10 boundary. All accessory structures shall meet the County landscaping,
11 buffering, and screening requirements and shall use the same materials,
12 color, and/or style of the primary façade if visible to the public from any
13 road, driveway, right-of-way, or similar.

14
15 4. Landscaping.

16
17 a. See Section 7.01.00.

18
19 b. It is the proposed intent of this ordinance to encourage water
20 conservation through proper plant selection, installation and
21 maintenance practices. All commercial and industrial projects shall
22 submit a landscape plan as part of the development review
23 criteria. The plan will include plant species proposed, location of
24 all plant material, including areas proposed for sod, areas of
25 natural vegetation to be protected, and an irrigation plan. Native
26 plant species are required. Sabal palm is considered a native
27 plant species.

28
29 5. Buffers and screening of outdoor storage. See section 7.01.06 of this
30 Code except the following revisions shall be applied to the Barrancas
31 Redevelopment Area Overlay District.

32
33 a. Section 7.01.06.D.2. Type. Only fencing (may or may not be
34 opaque) or walls made of concrete or stucco may supplement
35 buffers. Specifically, old garage doors and pieces of tin do not
36 qualify for fencing or wall materials; and

37
38 b. Section 7.01.06.E. Screening of outdoor storage. Opaque
39 fencing shall mean chain link fence with slats, privacy wooden
40 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
41 wall may also be used to screen outdoor storage.

42
43 6. Natural features. Natural features shall be protected and integrated into
44 site design/development where possible. The applicant shall demonstrate
45 how the development protects and incorporates existing vegetation.

46
47 7. Crime prevention through environmental design. Crime Prevention
48 Through Environmental Design (CPTED) principles shall be used when
49 designing any element within the district, including but not limited to site

1 design, buildings, street design, signs, landscaping and parking. The
2 following CPTED guidelines shall be considered when designing any
3 element within the district.

4
5 a. *Territoriality.* All building entrances, parking areas, pathways
6 and other elements should incorporate appropriate features that
7 express ownership. The use of these features shall not conflict
8 with the need for natural surveillance.

9
10 b. *Natural surveillance.* The site layout, building and landscape
11 design shall promote the principles of natural surveillance.
12 Physical features and activities should be oriented and designed
13 in ways that maximize the ability to see throughout the site.

14
15 c. *Activity support.* The site layout and building design should
16 encourage legitimate activity in public spaces.

17
18 d. *Access control.* To discourage crime, entrances and exits
19 should be located and designed in a manner that incorporates
20 natural surveillance techniques and area control measures.

21 8. *Signs.*

22
23
24 a. See Article 8.

25
26 b. The choice of building signage shall be compatible with the
27 intent of this district and shall not have an adverse visual impact
28 on surrounding properties.

29
30 c. Free-standing on-premises signs shall be "human scaled".
31 There shall be only one such sign per parcel and it shall not
32 exceed 100 square feet per sign face and 12 feet in height; in the
33 case of multi-use parcels, the sign shall not exceed 299 square
34 feet. The sign face shall have colors, materials and lighting that
35 are compatible with the general pattern existing in the Barrancas
36 Redevelopment Area Overlay District. Freestanding signs shall be
37 limited to monument signs. Attached signs or shingles may be
38 permitted for individual businesses in a multi-use building. Such
39 signs shall not exceed 20 square feet per sign face.

40
41 d. Billboards or pole signs are not permitted in this overlay district.

42 9. *Locational criteria.* See Section 7.20.02.

43
44
45 10. *Exceptions.* Financial hardship alone is not a basis to grant an
46 exception; however, it is recognized that there may be circumstances that
47 require a departure from the requirements in this overlay district in order
48 to be feasible. Possible grounds to be considered for granting exceptions
49 to the ordinance include, but not limited to:

1
2 a. Safety

3
4 b. Unique site or building characteristics

5
6 c. Standards would have a negative effect on the use of the
7 property

8
9 d. Public benefit

10
11 **GRAPHIC LINK: Barrancas Overlay District**

12
13 6.07.03. Brownsville Overlay District

14
15 A. Intent and purpose of district. The Brownsville Overlay District is intended to
16 provide an enhanced level of protection to the unique and historic character of
17 the Brownsville Community Redevelopment District thereby furthering the
18 objectives of the Brownsville Community Redevelopment Plan. This is a zoning
19 overlay and the regulations herein expand upon the existing zoning district
20 regulations otherwise imposed on individual parcels within the district.

21
22 B. Applicability. This zoning overlay district applies to all zoned properties within
23 the Brownsville Community Redevelopment District.

24
25 C. Relationship to underlying zoning. All of the use listings and site design
26 requirements of the underlying zoning districts shall continue to apply.

27
28 D. Permitted uses. Mixed-use developments, defined as where non-residential
29 and residential uses occupy the same building. The non-residential use(s) shall
30 contain the first or bottom floor and the residential use(s) contain the second or
31 upper floor(s).

32
33 E. Prohibited uses.

34
35 1. Off-premises signs.

36
37 2. Mobile homes and manufactured homes. (This does not prohibit the
38 construction of modular homes; see Article 3 of this code.)

39
40 3. Mobile home/manufactured home parks.

41
42 F. Uses requiring management plan submittal. The following uses shall require
43 submission of a management plan to the CRA prior to development approval.
44 The CRA must be notified of any amendments to a submitted management plan.

45
46 1. Retail sale of alcohol for off-premises consumption.

47
48 2. Bars and nightclubs.

3. Pawn shops and check cashing services.

4. Commercial amusement arcades, including billiard parlors and game machine arcades.

5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Tattoo parlors.

9. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from Mobile Highway and Cervantes Street a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

1 (1). Divisions or breaks in materials

2
3 (2). Bay windows or the like

4
5 (3). Building setbacks

6
7 c. Rear façade. A minimum of 15 feet of the building's rear façade
8 facing a public right of way, parking area, or open space shall
9 consist of transparent materials. Reflective glass is prohibited as a
10 transparent material.

11
12 d. Materials and detailing. New buildings and structures, additions
13 and renovations shall be constructed to be long lasting and use
14 materials and detailing that maintain the distinct character and
15 harmony of the Brownsville Community Redevelopment District.
16 Aluminum, vinyl or metal material siding is prohibited on the
17 primary facades of buildings adjacent to public right of ways.

18
19 3. Accessory Structures. All accessory structures shall be located in the
20 rear or side area and be a minimum of 5 feet inside the property
21 boundary. All accessory structures shall meet the County landscaping,
22 buffering, and screening requirements and shall use the same materials,
23 color, and/or style of the primary façade if visible to the public from any
24 road, driveway, right-of-way, or similar.

25
26 4. Natural features. Natural features shall be protected and integrated into
27 site design/development where possible. The applicant shall demonstrate
28 how the development protects and incorporates existing vegetation.

29
30 5. Crime prevention through environmental design. Crime Prevention
31 Through Environmental Design (CPTED) principles shall be used when
32 designing any element within the district, including but not limited to site
33 design, buildings, street design, signs, landscaping and parking. The
34 following CPTED guidelines shall be considered when designing any
35 element within the district.

36
37 a. Territoriality. All building entrances, parking areas, pathways
38 and other elements should incorporate appropriate features that
39 express ownership. The use of these features shall not conflict
40 with the need for natural surveillance.

41
42 b. Natural surveillance. The site layout, building and landscape
43 design shall promote the principles of natural surveillance.
44 Physical features and activities should be oriented and designed
45 in ways that maximize the ability to see throughout the site.

46
47 c. Activity support. The site layout and building design should
48 encourage legitimate activity in public spaces.

1 d. Access control. To discourage crime, entrances and exits
2 should be located and designed in a manner that incorporates
3 natural surveillance techniques and area control measures.

4
5 6. Signs.

6
7 a. See Article 8.

8
9 b. The choice of building signage shall be compatible with the
10 intent of this district and shall not have an adverse visual impact
11 on surrounding properties.

12
13 c. Free-standing on-premises signs shall be "human scaled".
14 There shall be only one such sign per parcel and it shall not
15 exceed 100 square feet per sign face and 12 feet in height; in the
16 case of multi-use parcels, the sign shall not exceed 299 square
17 feet. The sign face shall have colors, materials and lighting that
18 are compatible with the general pattern existing in the Brownsville
19 Redevelopment Area Overlay District. Freestanding signs shall be
20 limited to monument signs. Attached signs or shingles may be
21 permitted for individual businesses in a multi-use building. Such
22 signs shall not exceed 20 square feet per sign face.

23
24 d. Signs cannot block or obstruct design details, windows, or
25 cornices of the building upon which they are placed.

26
27 7. Lighting. Lighting in the overlay district should serve to illuminate
28 facades entrances and signage to provide an adequate level of personal
29 safety while enhancing the aesthetic appeal of the buildings. Building and
30 signage lighting must be indirect, with the light source(s) hidden from
31 direct pedestrian and motorist view.

32
33 8. Parking. Parking in the overlay district must adequately serve the
34 users without detracting from the compact design that makes it a
35 successful commercial center

36
37 9. Off-street parking. Off-street parking must be located in the rear. If the
38 lot orientation cannot accommodate adequate rear parking, parking on
39 the side would then be permitted.

40
41 10. Landscaping.

42
43 a. See Section 7.01.00.

44
45 b. It is the proposed intent of this ordinance to encourage water
46 conservation through proper plant selection, installation and
47 maintenance practices. All commercial and industrial projects shall
48 submit a landscape plan as part of the development review
49 criteria. The plan will include plant species proposed, location of

1 all plant material, including areas proposed for sod, areas of
2 natural vegetation to be protected, and an irrigation plan. Native
3 plant species are required.

4
5 11. *Buffers and screening of outdoor storage.* The screening of outside
6 storage must use the same materials, color, and/or style as the primary
7 building in order to be architecturally compatible with the primary building
8 and the building it is adjacent to. All outside storage must be screened
9 from public view. If the outside storage area is separate from the building
10 it serves the following shall apply:

11
12 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
13 opaque) or walls made of concrete or stucco may supplement
14 buffers. Specifically, old garage doors and pieces of tin do not
15 qualify for fencing or wall materials; and

16
17 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
18 fencing shall mean chain link fence with slats, privacy wooden
19 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
20 wall may also be used to screen outdoor storage.

21
22 12. *Exceptions.* Financial hardship alone is not a basis to grant an
23 exception; however, it is recognized that there may be circumstances that
24 require a departure from the requirements in this overlay district in order
25 to be feasible. Possible grounds to be considered for granting exceptions
26 to the ordinance include, but not limited to:

27
28 a. *Safety*

29
30 b. *Unique site or building characteristics*

31
32 c. *Standards would have a negative effect on the use of the*
33 *property*

34
35 d. *Public benefit*

36
37 **GRAPHIC LINK: Brownsville Overlay District**

38
39 **6.07.04. Englewood Overlay District**

40
41 *A. Intent and purpose of district.* The Englewood Overlay District is intended to
42 provide an enhanced level of protection to the unique and historic character of
43 the Englewood Community Redevelopment District thereby furthering the
44 objectives of the Englewood Community Redevelopment Plan. This is a zoning
45 overlay and the regulations herein expand upon the existing zoning district
46 regulations otherwise imposed on individual parcels within the district.

1 B. Applicability. This zoning overlay district applies to all zoned properties within
2 the Englewood Community Redevelopment District.
3

4 C. Relationship to underlying zoning. All of the use listings and site design
5 requirements of the underlying zoning districts shall continue to apply.
6

7 D. Permitted uses. Mixed-use developments, defined as where non-residential
8 and residential uses occupy the same building. The non-residential use(s) shall
9 contain the first or bottom floor and the residential use(s) contain the second or
10 upper floor(s).
11

12 E. Prohibited uses.

- 13 1. Off-premises signs.
- 14 2. Mobile homes and manufactured homes. (This does not prohibit the
15 construction of modular homes; see Article 3 of this code.)
- 16 3. Mobile home/manufactured home parks.

17
18
19
20
21 F. Uses requiring management plan submittal. The following uses shall require
22 submission of a management plan to the CRA prior to development approval.
23 The CRA must be notified of any amendments to a submitted management plan.
24

- 25 1. Retail sale of alcohol for off-premises consumption.
- 26 2. Bars and nightclubs.
- 27 3. Pawn shops and check cashing services.
- 28 4. Commercial amusement arcades, including billiard parlors and game
29 machine arcades.
- 30 5. Automotive uses (including car sales, automobile rental agencies, car
31 washes, auto repair facilities, tire sales, etc.).
- 32 6. Truck, utility trailer, and RV rental service or facility.
- 33 7. Portable food vendors.
- 34 8. Tattoo parlors.
- 35 9. Welding shops located in C-1 zoning districts.

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44
45 G. Management plan. The applicant shall submit a management plan that
46 addresses the following:
47

- 48 1. Proposed hours of operations.
- 49

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. Rear façade. A minimum of 15 feet of the buildings rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. Materials and detailing. New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Englewood Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials,

1 color, and/or style of the primary façade if visible to the public from any
2 road, driveway, right-of-way, or similar.

3
4 4. Natural features. Natural features shall be protected and integrated into
5 site design/development where possible. The applicant shall demonstrate
6 how the development protects and incorporates existing vegetation.

7
8 5. Crime prevention through environmental design. Crime Prevention
9 Through Environmental Design (CPTED) principles shall be used when
10 designing any element within the district, including but not limited to site
11 design, buildings, street design, signs, landscaping and parking. The
12 following CPTED guidelines shall be considered when designing any
13 element within the district.

14
15 a. Territoriality. All building entrances, parking areas, pathways
16 and other elements should incorporate appropriate features that
17 express ownership. The use of these features shall not conflict
18 with the need for natural surveillance.

19
20 b. Natural surveillance. The site layout, building and landscape
21 design shall promote the principles of natural surveillance.
22 Physical features and activities should be oriented and designed
23 in ways that maximize the ability to see throughout the site.

24
25 c. Activity support. The site layout and building design should
26 encourage legitimate activity in public spaces.

27
28 d. Access control. To discourage crime, entrances and exits
29 should be located and designed in a manner that incorporates
30 natural surveillance techniques and area control measures.

31
32 6. Signs.

33
34 a. See Article 8.

35
36 b. The choice of building signage shall be compatible with the
37 intent of this district and shall not have an adverse visual impact
38 on surrounding properties.

39
40 c. Free-standing on-premises signs shall be "human scaled".
41 There shall be only one such sign per parcel and it shall not
42 exceed 100 square feet per sign face and 12 feet in height; in the
43 case of multi-use parcels, the sign shall not exceed 299 square
44 feet. The sign face shall have colors, materials and lighting that
45 are compatible with the general pattern existing in the Englewood
46 Redevelopment Area Overlay District. Freestanding signs shall be
47 limited to monument signs. Attached signs or shingles may be
48 permitted for individual businesses in a multi-use building. Such
49 signs shall not exceed 20 square feet per sign face.

1
2 d. Signs cannot block or obstruct design details, windows, or
3 cornices of the building upon which they are placed.
4

5 7. Lighting. Lighting in the overlay district should serve to illuminate
6 facades entrances and signage to provide an adequate level of personal
7 safety while enhancing the aesthetic appeal of the buildings. Building and
8 signage lighting must be indirect, with the light source(s) hidden from
9 direct pedestrian and motorist view.

10
11 8. Parking. Parking in the overlay district must adequately serve the
12 users without detracting from the compact design that makes it a
13 successful commercial center
14

15 9. Off-street parking. Off-street parking must be located in the rear. If the
16 lot orientation cannot accommodate adequate rear parking, parking on
17 the side would then be permitted.
18

19 10. Landscaping.
20

21 a. See Section 7.01.00.
22

23 b. It is the proposed intent of this ordinance to encourage water
24 conservation through proper plant selection, installation and
25 maintenance practices. All commercial and industrial projects shall
26 submit a landscape plan as part of the development review
27 criteria. The plan will include plant species proposed, location of
28 all plant material, including areas proposed for sod, areas of
29 natural vegetation to be protected, and an irrigation plan. Native
30 plant species are required.
31

32 11. Buffers and screening of outdoor storage. The screening of outside
33 storage must use the same materials, color, and/or style as the primary
34 building in order to be architecturally compatible with the primary building
35 and the building it is adjacent to. All outside storage must be screened
36 from public view. If the outside storage area is separate from the building
37 it serves the following shall apply:
38

39 a. Section 7.01.06.D.2. Type. Only fencing (may or may not be
40 opaque) or walls made of concrete or stucco may supplement
41 buffers. Specifically, old garage doors and pieces of tin do not
42 qualify for fencing or wall materials; and
43

44 b. Section 7.01.06.E. Screening of outdoor storage. Opaque
45 fencing shall mean chain link fence with slats, privacy wooden
46 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
47 wall may also be used to screen outdoor storage.
48

1 12. Exceptions. Financial hardship alone is not a basis to grant an
2 exception; however, it is recognized that there may be circumstances that
3 require a departure from the requirements in this overlay district in order
4 to be feasible. Possible grounds to be considered for granting exceptions
5 to the ordinance include, but not limited to:

6
7 a. Safety

8
9 b. Unique site or building characteristics

10
11 c. Standards would have a negative effect on the use of the
12 property

13
14 d. Public benefit

15
16 **GRAPHIC LINK: Englewood Overlay District**

17
18 6.07.05. Palafox Overlay District

19
20 A. Intent and purpose of district. The Palafox Overlay District is intended to
21 provide an enhanced level of protection to the mixed use character of the Palafox
22 Community Redevelopment District thereby furthering the objectives of the
23 Palafox Community Redevelopment Plan. The Palafox Overlay District is rather
24 diverse with the amount of commercially and industrially zoned properties
25 blended with isolated neighborhood-type residentially zoned properties. This is a
26 zoning overlay and the regulations herein expand upon the existing zoning
27 district regulations otherwise imposed on individual parcels within the district.

28
29 B. Applicability. This zoning overlay district applies to all zoned properties within
30 the Palafox Community Redevelopment District.

31
32 C. Relationship to underlying zoning. All of the use listings and site design
33 requirements of the underlying zoning districts shall continue to apply.

34
35 D. Permitted uses. Mixed-use developments, defined as where non-residential
36 and residential uses occupy the same building. The non-residential use(s) shall
37 contain the first or bottom floor and the residential use(s) contain the second or
38 upper floor(s).

39
40 E. Prohibited uses.

41
42 1. Mobile homes and manufactured homes. (This does not prohibit the
43 construction of modular homes; see Article 3 of this code.)

44
45 2. Mobile home/manufactured home parks.
46

1 F. Uses requiring management plan submittal. The following uses shall submit a
2 management plan to the CRA prior to development approval. The CRA must be
3 notified of any amendments to a submitted management plan.
4

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6
7 2. Bars and nightclubs.

8
9 3. Pawn shops and check cashing services.

10
11 4. Commercial amusement arcades, including billiard parlors and game
12 machine arcades.

13
14 5. Automotive uses (including car sales, automobile rental agencies, car
15 washes, auto repair facilities, tire sales, etc.).

16
17 6. Truck, utility trailer, and RV rental service or facility.

18
19 7. Portable food vendors.

20
21 8. Welding shops located in C-1 zoning districts.
22

23 G. Management plan. The applicant shall submit a management plan that
24 addresses the following:
25

26 1. Proposed hours of operations.

27
28 2. Other similar properties managed by the applicant, if applicable.

29
30 3. Explanation of any franchise agreement.
31

32 H. Rezoning. Surrounding uses, whether conforming or non-conforming should
33 not be taken into consideration for the rezoning rationale.
34

35 I. Non-residential site and building requirements.
36

37 1. Building height. New buildings, additions and redeveloped buildings
38 shall complement the existing pattern of building heights. Buildings in the
39 overlay district may not exceed 45 feet in height.
40

41 2. Building design.
42

43 a. Setbacks. New construction shall be setback from a distance
44 similar to adjacent buildings unless customer parking is provided
45 adjacent to any of these streets in support of Crime Prevention
46 through Environmental Design (CPTED). Exceptions may be
47 granted if the setback is pedestrian oriented and contributes to the
48 quality and character of the streetscape.
49

1 b. Facades. A building more than 80 feet in width shall be divided
2 into increments by incorporation of one of the following
3 techniques, but not limited to:

4
5 (1). Divisions or breaks in materials

6
7 (2). Bay windows or the like

8
9 (3). Building setbacks

10
11 c. Rear façade. A minimum of 15 feet of the buildings rear façade
12 facing a public right of way, parking area, or open space shall
13 consist of transparent materials. Reflective glass is prohibited as a
14 transparent material.

15
16 d. Materials and detailing. New buildings and structures, additions
17 and renovations shall be constructed to be long lasting and use
18 materials and detailing that maintain the distinct character and
19 harmony of the Palafox Community Redevelopment District.
20 Aluminum, vinyl or metal material siding is prohibited on the
21 primary facades of buildings adjacent to public right of ways.

22
23 3. Accessory Structures. All accessory structures shall be located in the
24 rear or side area and be a minimum of 5 feet inside the property
25 boundary. All accessory structures shall meet the County landscaping,
26 buffering, and screening requirements and shall use the same materials,
27 color, and/or style of the primary façade if visible to the public from any
28 road, driveway, right-of-way, or similar.

29
30 4. Natural features. Natural features shall be protected and integrated into
31 site design/development where possible. The applicant shall demonstrate
32 how the development protects and incorporates existing vegetation.

33
34 5. Crime prevention through environmental design. Crime Prevention
35 Through Environmental Design (CPTED) principles shall be used when
36 designing any element within the district, including but not limited to site
37 design, buildings, street design, signs, landscaping and parking. The
38 following CPTED guidelines shall be considered when designing any
39 element within the district.

40
41 a. Territoriality. All building entrances, parking areas, pathways
42 and other elements should incorporate appropriate features that
43 express ownership. The use of these features shall not conflict
44 with the need for natural surveillance.

45
46 b. Natural surveillance. The site layout, building and landscape
47 design shall promote the principles of natural surveillance.
48 Physical features and activities should be oriented and designed
49 in ways that maximize the ability to see throughout the site.

1
2 c. Activity support. The site layout and building design should
3 encourage legitimate activity in public spaces.

4
5 d. Access control. To discourage crime, entrances and exits
6 should be located and designed in a manner that incorporates
7 natural surveillance techniques and area control measures.

8
9 6. Signs.

10
11 a. See Article 8.

12
13 b. The choice of building signage shall be compatible with the
14 intent of this district and shall not have an adverse visual impact
15 on surrounding properties.

16
17 c. Free-standing on-premises signs shall be "human scaled".
18 There shall be only one such sign per parcel and it shall not
19 exceed 100 square feet per sign face and 12 feet in height; in the
20 case of multi-use parcels, the sign shall not exceed 299 square
21 feet. The sign face shall have colors, materials and lighting that
22 are compatible with the general pattern existing in the Palafox
23 Redevelopment Area Overlay District. Freestanding signs shall be
24 limited to monument signs. Attached signs or shingles may be
25 permitted for individual businesses in a multi-use building. Such
26 signs shall not exceed 20 square feet per sign face.

27
28 d. Signs cannot block or obstruct design details, windows, or
29 cornices of the building upon which they are placed.

30
31 7. Lighting. Lighting in the overlay district should serve to illuminate
32 facades entrances and signage to provide an adequate level of personal
33 safety while enhancing the aesthetic appeal of the buildings. Building and
34 signage lighting must be indirect, with the light source(s) hidden from
35 direct pedestrian and motorist view.

36
37 8. Parking. Parking in the overlay district must adequately serve the
38 users without detracting from the compact design that makes it a
39 successful commercial center

40
41 9. Off-street parking. Off-street parking must be located in the rear. If the
42 lot orientation cannot accommodate for adequate rear parking, parking on
43 the side would then be permitted.

44
45 10. Landscaping.

46
47 a. See Section 7.01.00.

1 b. It is the proposed intent of this ordinance to encourage water
2 conservation through proper plant selection, installation and
3 maintenance practices. All commercial and industrial projects shall
4 submit a landscape plan as part of the development review
5 criteria. The plan will include plant species proposed, location of
6 all plant material, including areas proposed for sod, areas of
7 natural vegetation to be protected, and an irrigation plan. Native
8 plant species are required.

9
10 11. *Buffers and screening of outdoor storage.* The screening of outside
11 storage must use the same materials, color, and/or style as the primary
12 building in order to be architecturally compatible with the primary building
13 and the building it is adjacent to. All outside storage must be screened
14 from public view. If the outside storage area is separate from the building
15 it serves the following shall apply:

16
17 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
18 opaque) or walls made of concrete or stucco may supplement
19 buffers. Specifically, old garage doors and pieces of tin do not
20 qualify for fencing or wall materials; and

21
22 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
23 fencing shall mean chain link fence with slats, privacy wooden
24 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
25 wall may also be used to screen outdoor storage.

26
27 12. *Exceptions.* Financial hardship alone is not a basis to grant an
28 exception; however, it is recognized that there may be circumstances that
29 require a departure from the requirements in this overlay district in order
30 to be feasible. Possible grounds to be considered for granting exceptions
31 to the ordinance include, but not limited to:

32
33 a. Safety

34
35 b. Unique site or building characteristics

36
37 c. Standards would have a negative effect on the use of the
38 property

39
40 d. Public benefit

41
42 **GRAPHIC LINK: Palafox Overlay District**

43
44 6.07.026. *Scenic Highway Overlay District.*

45
46 *A. Intent, boundaries and purpose of the district.* This district is intended to
47 protect the unique scenic vista and environmental resources of the Scenic
48 Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay
49 district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1,

1 and/or ID-1 zoning district regulations otherwise imposed on individual parcels
2 within the corridor. The district overlays all parcels adjacent to the Pensacola
3 Scenic Bluffs Highway corridor on the west side of the highway and all of the
4 property between the Pensacola Scenic Bluffs Highway and the Escambia Bay
5 on the east side of the highway, for approximately five miles from the city limit of
6 Pensacola along Scenic Highway continuing along Highway 90 to the bridge over
7 the Escambia River at the Santa Rosa County line. A generalized map of the
8 Scenic Highway Overlay district is depicted in Figure 2; however, it is not the
9 official zoning map and should be used only for preliminary determination of the
10 application of the overlay zone. The purpose of the district is to alleviate harmful
11 effects of on-site generated erosion and runoff caused by clearing natural
12 vegetation and changing existing contours of the land, and to ensure the
13 preservation of the bluffs, wetland areas and scenic views along the bay and
14 assure continued public access to the views along the corridor. Views are an
15 amenity and human appreciation of views is reflected in both private property
16 values and the overall general welfare of the community.

17
18 B. *Permitted uses.* See underlay zoning districts.

19
20 C. *Lot coverage.* Maximum area land coverage by all structures, parking areas,
21 driveways and all other impervious surfaces shall not exceed 50 percent of the
22 gross site area.

23
24 D. *Setback.* All structures shall be located a minimum of 50 feet from the Scenic
25 Highway right-of-way unless precluded by lot configuration or topography.

26
27 E. *Building separation.* The minimum distance between structures shall be 15
28 feet and there shall be at least 100 feet between a multifamily structure (including
29 hotels and motels) and single-family dwellings.

30
31 F. *Pedestrian-bicycle.* The intent of the corridor management plan is to provide a
32 multiuse path on the east side of Scenic Highway the full length of the corridor at
33 the maximum distance possible from the roadway pavement, within the right-of-
34 way. During the site review process the staff will work with the applicant to
35 maximize the innovative integration of a path extension, into the project, outside
36 of the right-of-way on public property or on easements donated by private
37 property owners.

38
39 G. *Building heights.* Buildings between the Scenic Highway and Escambia Bay
40 shall have a maximum height of 35 feet as measured at the average finished
41 grade elevation of the lot above mean sea level (MSL). Nonresidential uses can
42 exceed the height limit only with conditional use approval by the board of
43 adjustment. In addition to the other conditional use criteria, the requested height
44 must be found not to interfere with the scenic attractiveness of the location as
45 viewed from any plausible direction. In addition, for structures over 35 feet in
46 height, for every two feet in height over 35 feet, there shall be an additional one
47 foot of front and side setback at the ground level.

48
49 H. *Tree protection.*

1
2 1. A canopy road tree protection zone is hereby established for all land
3 within 20 feet of the right of way of Scenic Highway and Highway 90 to
4 the Santa Rosa County line. No person or agency shall cut, remove, trim
5 or in any way damage any tree in any canopy tree protection zone without
6 a permit. Except in unique cases, such pruning shall not remove more
7 than 30 percent of the existing tree material. Utility companies are not
8 permitted to prune more than 30 percent of the existing tree canopy.
9

10 2. Heritage Oak trees shall be prescribed.

11
12 3. Clearing of natural vegetation within the corridor shall require a land
13 disturbing permit and is generally prohibited except for the minimum area
14 needed for construction of allowable structures or view enhancement.
15

16 I. Landscaping.

17
18 1. For developments subject to section 7.01.00, a minimum ten-foot wide
19 landscaped strip shall be required along the Scenic Highway frontage,
20 and shall contain one tree for every 35 linear feet of frontage. The trees
21 shall be tall enough so that a six-foot view shed exists at planting.
22 Preservation of existing plant communities within the required landscaped
23 areas can be used to satisfy this requirement.
24

25 2. Orientation of commercial buildings shall be away from residential
26 development within or adjacent to the district. Layout of parking and
27 service areas, access, landscaping, yards, courts, walls, signs, lighting
28 and control of noise and other potentially adverse influences shall be
29 such as to promote protection of such residential development, and will
30 include adequate buffering.
31

32 J. Fences. See section 7.04.00. No fence may be solid. No chain link fence shall
33 be located between Scenic Highway and the principal building. Any other type of
34 fence in this area shall not exceed three feet. Where single story structures are
35 higher than the roadbed, there should be no wall, fence, structure or plant
36 material located between the front building line and the roadbed that will obstruct
37 the view from automobiles on the scenic route.
38

39 K. Structure location. Whether a conditional use or site planning review, all
40 structures will be reviewed to assure conformance with the following criteria:
41

42 1. The location shall afford maximum views of the bay from the street
43 right-of-way.
44

45 2. The location shall minimize impact on the natural bluff and plant
46 material (other than pruning to enhance views).
47

48 3. Provide underground utilities.
49

GRAPHIC LINK: Scenic Highway Overlay District

Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2012); 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 _____, 2012.

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

**By: _____
Wilson B. Robertson, Chairman**

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

**By: _____
Deputy Clerk**

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Projects\ LDC Ordinances\CRA Overlays Ordinance\CRA 07-26-12\Art. 2, 3 & 6 Community Redevelopment Ordinance Draft 2A

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 2, 3 & 6 'Comm. Red. and Overlay Districts' LDC Ordinance Draft 3A

Date: 07/10/2012

Date requested back by: 07/18/2012

Requested by: David Forte

Phone Number: 595-3595



(LEGAL USE ONLY)

Legal Review by 

Date Received: 07/10/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2944

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Revised Substance Abuse Policy

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. Delete the definition of "safety-sensitive position" in Section B.1.a;
2. Add the definition of "mandatory-testing" in Section B.1.a;
3. Change the period of time from "two (2) years" to "12 months" in Section D.1. c.;
4. Change the definition of "reasonable suspicion" in Section D.3.c.(1)-(6);
5. Add "Special Risk Job Classification Employees" in Section H.3.a.(1) and (3);
6. Add "Non-Special Risk Job Classification Employees" in Section H.3.b.(2); and
7. Replace, throughout the Policy, the wording "safety-sensitive" with "mandatory-testing"; and

B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices; and

C. Adopt the revised Policy.

BACKGROUND:

The Substance Abuse Policy was initially adopted by the Board of County Commissioners on December 16, 1997. Several revisions have been made to the policy to assure compliance with federal, state and local regulations.

Florida Statutes 440.102, the statute that establishes drug-free workplace program requirements for public employers has been revised. Significantly, the phrase "safety-sensitive" has been replaced with "mandatory-testing". In accordance with the statutes, the Substance Abuse Policy identifies those positions that are classified as "mandatory-testing positions".

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney has reviewed and concurred for compliance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Substance Abuse Policy will be made available to the departments, divisions, and employees of the BCC by posting them on the County's internal web site and by electronic transmission upon request.

Attachments

Substance Abuse Policy

Board of County Commissioners

Escambia County, Florida

Title: Substance Abuse Policy – Section II, Part C.12
Date Adopted: December 16, 1997
Effective Date: July 1, 2012, as amended
Policy Amended: July 28, 1998; June 22, 1999; October 7, 1999,
November 20, 2008

A. PURPOSE

Escambia County recognizes that employees are its most important resource and that the efficient functioning of the organization is directly related to the individual performance of each and every employee.

The use of drugs and alcohol is an increasing problem affecting many areas of our society and ranks as one of the major health problems in our country. Escambia County is no exception to this trend.

The County recognizes that employee alcohol and drug abuse can seriously impact the effective delivery of County services, the image of County employees, and the health, safety, and welfare of employees and the public. The pervasive presence of alcohol and substance abuse in our society, the resultant impact upon the workplace, and the County's obligation to its employees require the establishment of a drug-free workplace. The purpose of this policy is to establish a procedure for ensuring that a drug-free environment is maintained in the workplace, including all buildings, facilities, grounds, vehicles and any other property under the cognizance of the Board of County Commissioners and further to ensure that all employees are aware of this policy. Its goal is to provide a healthy, safe, and secure work environment for all employees. In return, employees must, as a condition of employment, abide by the terms of this policy.

B. SCOPE

This policy shall apply to all Escambia County employees under the Board of County Commissioners, including regular, probationary, term, intermittent, emergency, provisional, grant-funded, relief, temporary, seasonal, student assistants, and volunteers. Individuals working through a volunteer or temporary agency must adhere to the policy of that respective agency. Applicants and employees will adhere, when applicable, to 49 CFR Part 40 and the Omnibus Transportation Employee Testing Act of 1991, as amended.

1. Definitions

The following definitions are used in this policy in accordance with the Florida Statutes, 440.102:

- a. ~~Safety sensitive position — a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to s.110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.~~
Mandatory-testing – a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- b. Special Risk position – a position that is required to be filled by a person who is certified under Chapter 633 or Chapter 943 of the Florida Statutes.

2. Notice to Employees and Job Applicants

- a. One time only, prior to testing, the County shall give all employees and job applicants for employment a written policy statement with information such as:
 - (1) A general statement of the County’s policy on drug use,
 - (2) A statement advising the employee or job applicant of the existence of this section of the policy,
 - (3) A general statement concerning confidentiality,
 - (4) Procedures for employees and job applicants to confidentially report to the Medical Review Officer (MRO) the use of prescription or nonprescription medications both before and after being tested,
 - (5) A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test,
 - (6) The consequences of refusing to submit to a drug test,
 - (7) A representative sampling of names, addresses, and telephone number of employee assistance programs and local drug rehabilitation programs,
 - (8) A statement that an employee or job applicant who receives a possible confirmed test result may contest or explain the result to the MRO within 5 working days after receiving written notification of the test result,
 - (9) A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section,
 - (10) A list of all drugs for which the County will test, described by brand name or common name, as applicable, as well as by chemical name,

- (11) A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission (PERC) or applicable court,
- (12) A statement notifying employees and job applicants of their right to consult with a MRO for technical information regarding prescription or nonprescription medication, and
- (13) The County shall include notice of drug testing on vacancy announcement for positions for which drug testing is required.

C. GENERAL POLICY

Escambia County Policy strictly prohibits employees from:

1. Using, possessing, selling, distributing, dispensing, or manufacturing any controlled substance, alcohol, or illegal drugs while at work, on Escambia County property, in County vehicles or while off the premises performing work for the County;
2. Reporting for work or performing work under the influence of alcohol, a controlled substance, or illegal drug; or
3. Using County property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession, or use of a controlled substance or illegal drug.

D. TYPES OF TESTING

1. Pre-Employment Testing
 - a. An applicant selected for initial employment by Escambia County in a ~~safety sensitive mandatory-testing~~ position, a special risk position or a position which requires testing by a federal, state or local regulatory agency must successfully pass a drug screen urinalysis prior to beginning work.
 - b. An applicant's failure to submit to the required pre-employment drug test shall be considered as a request for withdrawal from consideration for the position for which he or she applied.
 - c. If the applicant fails to pass the pre-employment drug screening, he or she will be disqualified from consideration for employment for a period of ~~two (2) years~~ 12 months from the date of the test result.
2. Annual or Bi-Annual Physical Examinations
 - a. Employees in job classifications, which require an annual or bi-annual physical examination, will be required to submit to a drug screening as part of the physical examination.
 - b. A listing of job classifications which require an annual or bi-annual physical examination shall be maintained in the Human Resources ~~Division~~ Department.
3. Reasonable Suspicion

- a. If the County has reason to suspect that an employee is violating this policy or when there is reasonable suspicion that the employee is under the influence of or is impaired by alcohol and/or an illegal controlled substance, the County will require the employee to submit immediately to medical tests administered for drug and/or alcohol testing which include the chemical analysis of breath, urine, and/or blood.
- b. An employee's time involved in testing shall be considered time worked and the County shall pay the cost of such tests. The County is responsible for transporting the employee to the laboratory and getting the employee home.
- c. "Reasonable suspicion" is defined as a belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts, such as:
 - (1) ~~Observation of use, physical symptoms of being under the influence, or erratic behavior, while at work, by at least two individuals, one being a manager or supervisor; Observable phenomena while at work, such as direct observation of drug use or of the physical or manifestations of being under the influence of a drug,~~
 - (2) ~~A report of drug use from a reliable and credible source, evidence that the employee has tampered with a drug or alcohol test while employed with the County, or evidence that the employee has possessed, sold, solicited, or transferred drugs while working or while on County premises or while operating County equipment, presented to the Human Resources Manager. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance,~~

No action shall be taken on anonymous complaints.
 - (3) A report of drug use, provided by a reliable and credible source. No action shall be taken on anonymous complaints,
 - (4) Evidence that an individual has tampered with a drug test during his or her employment with the County,
 - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work, and
 - (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- d. Common signs which may indicate a drug or alcohol problem or circumstances which together shall create reasonable suspicion, include, but are not limited to the following:
 - (1) Observed drug or alcohol use during working hours.
 - (2) Signs of alcohol use: slurred speech, impaired coordination, red eyes, relaxation, smell of alcohol, unsteady walk, slowed reflexes, drowsiness, relaxed inhibitions.
 - (3) Signs of drug use:
 - a) Immediate

Odor of marijuana, drowsiness, irritability or anxiety, reduced concentration, mood elevation, feeling of well-being, followed by depression, violent behavior, hyperactivity, lack of focus on detail, confused behavior, panic.

b) Long term

Weight loss, memory loss, argumentative, frequent absenteeism or tardiness, depression, withdrawal, frequent unexplained disappearances.

(4) Drug paraphernalia

Rolling papers, roach clips, pipes, including glass, glass vials, dried plant material, white crystalline powder.

e. Management actions where reasonable suspicion exists:

- (1) The requirement that an employee submit to alcohol and/or drug screening in accordance with this policy shall be approved or ratified by the ~~Bureau Chief~~ Department Director and the County Administrator or designee.
- (2) Management must document in writing the facts constituting reasonable suspicion or violation of this policy.
- (3) Appropriate management personnel shall accompany the subject employee to the testing facility and shall remain at the facility with the employee until testing is completed.
- (4) Once the alcohol/drug testing collection process has been completed, the subject employee shall be relieved of duty pending the results of such test(s).
- (5) The subject employee shall not be permitted to operate a motor vehicle. Management shall arrange for the tested employee to be escorted home.
- (6) A supervisor is not required to transport an employee exhibiting violent or threatening behavior. In such cases, the supervisor shall immediately contact the appropriate law enforcement agency.

4. Post-Accident Testing

a. Post-accident testing will be required for all work-related accidents which result in:

- (1) Personal injury requiring emergency medical treatment;
- (2) Property damage to County or private property that is estimated to be in excess of \$1,000 where the initial assessment determines the employee was at fault. This assessment shall be made by the employee's supervisor or Risk Management; or,
- (3) Any accident involving a County vehicle.

b. State law provides for the denial of workers' compensation benefits for employees who are injured while working and subsequently have a positive, confirmed drug test (Florida Statute 440.102(12)).

- c. Nothing in this section shall interfere with or prevent post-accident testing required under any regulatory agency.

5. Random Testing

- a. Random drug or alcohol testing shall be conducted for employees in job classifications which are classified as ~~safety-sensitive~~ mandatory-testing or which fall under the jurisdiction of any Federal, State or Local regulatory agency which requires random drug or alcohol testing. A listing of these job classifications shall be maintained in the Human Resources ~~Division~~ Department.
- b. Unless otherwise specified by a regulatory agency, random drug testing shall be conducted at a minimum testing rate of 50% and random alcohol testing at 10%, spread reasonably throughout the year. "Reasonably" is defined as monthly.
- c. To assure that the selection process is in fact random, all employees in a job classification for which random testing is required shall remain in the selections pool for each subsequent selection period, regardless of whether or not they have been selected for testing in the past.
- d. A computerized, random number generating system operated by an independent agency shall be utilized to generate the list of employees to be tested.
- e. All employees will be tested during working hours. Advance notice of testing will not be given.

6. Post-Rehabilitative Testing

- a. If an employee in the course of employment enters an eEmployee aAssistance pProgram (voluntarily or involuntarily) for alcohol or drug-related problems, or an alcohol/drug rehabilitation program, the County shall require the employee to submit to drug tests as a follow-up to such program. This follow-up testing shall be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date shall not be given to the employee to be tested.
- b. Employees not complying with these conditions of employment, and employees testing positive at any time during or following rehabilitation shall be subject to termination in accordance with this policy.

E. TESTING METHODOLOGY

- 1. Every reasonable effort will be made to obtain the most accurate drug and/or alcohol test results. Substance Abuse and Mental Health Services Administration (SAMHSA) laboratories shall be used.
- 2. Drug testing procedures will include a two-tiered testing program to ensure maximum accuracy in the test results, controlled specimen collection, and chain of custody documentation.
- 3. A two-tiered procedure means that an initial positive test will be confirmed by use of a gas chromatography test with mass spectrometry (GC/MS) or an equivalent scientifically accepted method which provides quantitative data about the detected drug. A portion of the initial sample shall be used for confirmation testing.

4. Alcohol testing shall consist of a standard blood-alcohol procedure or use of a breath analyzer.
5. All test results shall be reviewed by a Medical Review Officer (MRO). An MRO is a licensed physician knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall interpret and evaluate all positive and negative test results together with an individual's medical history and other relevant bio-medical information. An applicant/employee may confidentially report the use of any medication to the MRO.
6. Drugs which may be tested for, listed by chemical name and brand or common name, include; but are not limited to the following:
 - a. Alcohol (booze, drink)
 - b. Amphetamines (bithetaine, desoxyn, dexedrine)
 - c. Cannabionoids (marijuana, hashish, hash, hash oil, pot, joint, roach, grass, weed, reefer)
 - d. Cocaine (coke, blow, nose candy, snow, flake, crack)
 - e. Phencyclidine (PCP, angel dust, hog)
 - f. Methaqualone (Quaaludes, ludes)
 - g. Opiates (opium, Dover's power, paregoric, parepectolin)
 - h. Barbiturates (Phenobarbital, tuinal, amytal)
 - i. Benzodiazepines (ativan, azene, clonopin, dalmane, diazepam, halcion, Librium, poxipam, restoril, serax, tranxene, valium, veratrin, xanax)
 - j. Methadone (dolophine, methadone)
 - k. Propoxyphene (darvocet, darvon N, dolene)

7. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

a.	Alcohol	0.02 B.A.C. %
b.	Amphetamines	1000 ng/ml
c.	Cannabinoids	50 ng/ml
d.	Cocaine	300 ng/ml
e.	Phencyclidine	25 ng/ml
f.	Methaqualone	300 ng/ml
g.	Opiates	2000 ng/ml
h.	Barbiturates	200 ng/ml
i.	Benzodiazepines	200 ng/ml
j.	Synthetic Narcotics: Methadone, Propoxyphene	300 ng/ml

8. All specimens identified as positive on the initial screening shall be confirmed by a second test. The following confirmation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

a.	Alcohol	0.02 B.A.C. %
b.	Amphetamines	500 ng/ml
c.	Cannabinoids	15 ng/ml
d.	Cocaine	150 ng/ml
e.	Phencyclidine	25 ng/ml
f.	Methaqualone	150 ng/ml
g.	Opiates	2000 ng/ml
h.	Barbiturates	200 ng/ml
i.	Benzodiazepines	200 ng/ml

j. Synthetic Narcotics: Methadone, Propoxyphene 300 ng/ml

9. If a test for alcohol and/or drugs is not collectable because of possible tampering or adulteration, a second test will be requested, and may be observed. If a test for alcohol and/or drugs is rejected because of purposeful adulteration, the employee will be terminated. Any employee terminated for this reason, will forfeit unemployment compensation.

F. CONFIDENTIALITY

1. The results of drug or alcohol tests shall not be included in an applicant's or an employee's file but shall be retained by the Human Resources ~~Division~~ Department in a separate file, confidential and exempt from public inspection.
2. Any conditions of employment which may be established as a result of a positive drug or alcohol test will become part of the employee's personnel file.
3. Test results shall be considered confidential by the County and may be disclosed to management personnel only on a need-to-know basis or to any person upon the written consent of the employee or applicant.
4. Laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug/alcohol test results shall be required to keep all information confidential.

G. EMPLOYEE ASSISTANCE PROGRAM

1. The County recognizes that alcoholism and drug use can and does interfere with an employee's ability to perform on the job. The County also recognizes that these problems can be successfully treated, enabling the employee to return to a satisfactory job performance level.
2. Employees who are concerned about their alcohol and/or drug abuse are strongly encouraged to voluntarily seek assistance. Eligible employees and their dependents may seek assistance through the County's Employee Assistance Program (EAP). The EAP provides confidential assessment, referral, and short-term counseling to employees whose personal problems are interfering with their job performance.
3. Voluntary participation in the EAP, or another mental health or substance abuse counseling program will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues.
4. The Human Resources ~~Division~~ Department shall maintain a listing of employee assistance programs and local alcohol and drug rehabilitation programs available to employees.
5. The County will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug or alcohol-related problem if the employee has not previously tested positive for drug or alcohol use.

H. EFFECT OF A POSITIVE DRUG/ALCOHOL TEST

1. When a confirmed positive drug or alcohol test result is received by the Human Resources ~~Division~~ Department, the Human Resources ~~Manager~~ Director, or designee shall immediately notify the ~~Bureau Chief~~ Department Director or Manager of the employee.

2. The ~~Bureau Chief~~ Department Director or Manager shall immediately schedule the time and place for the employee, management and a representative from Human Resources to meet to inform the employee in writing of the following: the confirmed positive result, the leave, discipline, and counseling requirements, the appeal process, the return to work procedure, and the effect of a second positive result.

3. A first incident of a confirmed positive test shall be implemented as follows:
 - a. Special Risk Job Classification Employees:
 1. An employee who is in the special risk job classification shall receive disciplinary action in the form of suspension without pay for 240 hours. The regular schedule of the employee shall be used for this suspension. Prior discipline notification for an incident of a confirmed positive test for employees in the special risk classification is not reasonable; therefore, the Notice of Pending Disciplinary Action (NOPDA) will not be administered.
 2. If eligible under the County's EAP, the employee will be recommended to utilize it. Employees not eligible for the EAP will be recommended to meet with a Mental Health Counselor qualified in substance abuse evaluation. Any expenses incurred will be the responsibility of the employee.
 3. The employee shall obtain a drug test form from the Human Resources Department and report to the designated laboratory to be retested within one week prior to the last day of the suspension. The employee shall report to the designated laboratory within 24 hours of receiving the drug test form. The employee shall remain on suspension until a confirmed negative drug and/or alcohol test result has been received by the Human Resources Department.
 - b. Non-Special Risk Job Classification Employees:
 1. An employee who is in ~~any non-special risk other~~ job classification shall be placed in a leave status by the County. If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status. ~~The employee will remain on leave until released by the EAP to return to work.~~
 2. If eligible under the County's EAP, the employee shall be required to utilize it. Employees not eligible for the EAP will be required to meet with a Mental Health Counselor qualified in substance abuse evaluation. As a condition of returning to work, the employee must enroll in a complete alcohol and/or substance abuse counseling and/or an educational or rehabilitation program as recommended by the EAP or counselor. Any expenses incurred shall be the responsibility of the employee.
 3. The employee shall be required to make an appointment with the EAP and show proof of participating in counseling within the first two (2) days of being placed on leave to the Human Resources ~~Division~~ Department. Failure to attend scheduled appointments may result in disciplinary action, up to and including termination.
 4. The employee shall continue to be on leave until released by the EAP to return to work. The employee shall report to the designated laboratory to be re-tested within two (2) days from this release. The employee shall also remain on leave until a confirmed negative drug or alcohol test has been received by the Human Resources ~~Division~~ Department.

4. ~~The employee shall be required to make an appointment with the EAP and show proof of participating in counseling within the first two (2) days of being placed on leave to the Human Resources Division Department.~~
5. ~~If eligible under the County's EAP, the employee shall be required to utilize it. Employees not eligible for the EAP will be required to meet with a Mental Health Counselor qualified in substance abuse evaluation. As a condition of returning to work, the employee must enroll in and complete alcohol counseling, an educational or rehabilitation program as recommended by the EAP or counselor. Any expenses incurred shall be the responsibility of the employee.~~
6. ~~The employee shall continue to be on leave until released by the EAP to return to work. The employee shall report to the designated laboratory to be re-tested within two (2) days from this release. The employee shall also remain on leave until a confirmed negative drug or alcohol test result has been received by the Human Resources Division Department.~~
47. The Human Resources ~~Division~~ Department will notify the employee and the supervisor when the employee has been cleared to return to work.
58. An employee who declines to participate in counseling, or who fails to complete drug/alcohol counseling, education, or rehabilitation as recommended by the counselor shall be subject to disciplinary action, up to and including termination.
69. Upon returning to work after a positive test result, the employee shall be subject to drug and/or alcohol testing for at least once a year for a 2-year period after completion of the program.
74. For a second positive, confirmed test result, regardless of the time between tests or whether a
 0. negative result was obtained between tests, the employee will be terminated. ~~Employees terminated for this reason will forfeit unemployment compensation.~~
84. Employees who received disciplinary action who have a vested property interest in
 4. employment are entitled to typical due process protections.

I. REFUSAL TO SUBMIT TO DRUG AND/OR ALCOHOL TEST

1. Any employee, whether regular, probationary, temporary, term, intermittent, emergency, provisional, grant-funded, student assistant or relief, who refuses to submit to a test for alcohol or drugs which may be required in accordance with this policy shall be terminated.
2. An injured employee who refuses to submit to a test for alcohol and/or drugs forfeits eligibility for all medical and indemnity benefits under Florida Workers' Compensation law.
3. Employees who believe that reasonable suspicion has not been sufficiently demonstrated to require a drug test should, nevertheless, take the drug test and then appeal the determination of reasonable suspicion, with the understanding that the drug test is null and void if it is found that reasonable suspicion has not been sufficiently demonstrated.

J. APPEAL PROCEDURE

1. Within five (5) working days after receiving notice of a positive, confirmed test result, an employee may contest the test results in writing to the Human Resources ~~Division~~ Department. Additionally, within (5) working days after receiving notice of a positive, confirmed test result, an employee must notify the laboratory conducting the test of any administrative or civil action regarding the test.

2. Within 72 hours of the MRO's notification, an employee may, at their option, have the same sample tested at SAMHSA laboratory of their choice and at their cost.
3. The cost of drug testing not required by Escambia County is the responsibility of the employee.
4. Employee appeals with respect to the determination of reasonable suspicion shall be considered by the County Administrator or his designee after meeting with the employee and the supervisory personnel supporting the test. Both parties shall be heard by the County Administrator and his decision shall be binding upon them. This paragraph shall not be deemed to limit the legal recourse of either the County or the employee with respect to the finding of reasonable suspicion, to bring an action in a court of appropriate jurisdiction to appeal the County Administrator's decision.

K. MANAGEMNT ACTIONS IN GENERAL

1. Management personnel (County Administrator, ~~Bureau Chiefs~~ Department Directors, Managers and Supervisors) shall be responsible for the implementation and uniform enforcement of this policy.
2. An employee shall not be disciplined for a positive test result until a positive, confirmed test result is communicated to the County. However, if the employee's conduct in connection with the drug/alcohol testing amounts to conduct for which the County may otherwise discipline the employee, the County may take action prior to receipt of a positive, confirmed test result.
3. Communication of a negative test result of a sample formerly reported positive and appealed by the employee, shall result in the employee being reinstated to work without any loss of pay or benefits.
4. Management personnel shall take disciplinary action in accordance with this policy, the Human Resources Policies and Procedures, and the Escambia County Board Policies and Procedures.

L. OVER-THE-COUNTER OR PRESCRIPTION DRUGS

1. An employee who has been prescribed or issued a drug for any medical or other condition which might in any way impair his/her ability to perform the job must immediately notify their supervisor. The employee in consultation with appropriate medical authority shall determine whether the employee can work while taking the medication.
2. The employee shall be responsible for providing notification to the supervisor if any over-the-counter or prescription medication would jeopardize the health or safety of themselves or others.

M COLLECTIVE BARGAINING AGREEMENTS

An employee who is a member of collective bargaining unit shall be subject to the drug/alcohol testing rules promulgated by agreement between the County and the bargaining unit.

N. DRUG-FREE WORKPLACE ACT – FEDERAL LAW REQUIREMENTS

1. As a condition of employment, an employee must notify their supervisor in writing no later than five (5) calendar days after being convicted under a criminal drug statute for activity occurring at the workplace or for activity outside of the workplace if the offense could be reasonably expected to affect the employee's job function. (A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, use, or possession of any controlled substance or illegal drug).
2. The County Administrator, or designee, is responsible for complying with the requirements of the Drug-Free Awareness Act of 1988 concerning reports to appropriate federal agencies with respect to employees convicted for violation of this Act.
3. This policy extends to private companies that work for the County under the terms of a management contract. This policy will be specifically referenced in future agreements with such firms.
4. Employees involved in Federally subsidized programs may be required to submit to drug testing in accordance with applicable Federal regulations.

O. COMMUNICATION OF THIS POLICY

1. ~~All employees of the Board of County Commissioners will receive a copy of this policy.~~ This policy will be made available to all employees via the County's internal website.
2. The Human Resources ~~Division~~ Department is responsible for communicating this policy to newly hired employees.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2912

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: Land Development Code (LDC) Rewrite

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Timeline for the Land Development Code (LDC) Rewrite - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board of County Commissioners review and approve the timeline for the Land Development Code (LDC) rewrite, as specified below:

Full Draft to LDC Advisory Committee	Wednesday August 15, 2012
Evaluations and Recommendation sent back to staff	Monday, October 1, 2012
*Revised Draft sent back to LDC Advisory Committee	Wednesday, October 31, 2012
Final Revision sent back from LDC Advisory Committee	Monday, November 5, 2012

***Contingent upon how extensive the recommendations are from the LDC Advisory Committee, staff will need a minimum of 30 working days to review, evaluate, and make the changes that are deemed necessary.**

BACKGROUND:

At the May 6, 2010 regular meeting of the Escambia County Board of County Commissioners, the Board established by resolution, (R2010-81), a 15-member Escambia County Land Development Code Citizens Advisory Committee. The committee, composed of County residents representing a range of land use interests, has the duty and responsibility to "review and provide input for those Land Development Code standards, regulations, and provisions it may find obsolete, contradictory, confusing, insufficient, or otherwise contrary to the goals, objectives, and policies of the Escambia County Comprehensive Plan."

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Development Services Department will ensure proper advertisement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2942

County Administrator's Report 14. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/26/2012

Issue: West Florida Public Library Long Range Plan One-Year Extension for Fiscal Year 2012-2013

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning West Florida Public Library Long Range Plan One-Year Extension for Fiscal Year 2012-2013 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the one-year extension for Fiscal Year 2012-2013 of the five-year West Florida Public Library Long Range Plan, allowing the Library to operate under a current plan for State of Florida funding requirements while the recently-formed Blue Ribbon Task Force Committee completes the next five-year long range plan in 2013.

BACKGROUND:

The Board approved the formation of the Library's Blue Ribbon Task Force Committee on June 28, 2012, with the mission of the Committee being to formulate the new five-year long range plan over the next 12 months. The FY 2013 extension to the current five-year plan is necessary for current library system operations and will be submitted to the State of Florida Library Services Division for state funding purposes. The FY 2013 extension was adopted/approved at the West Florida Public Library Advisory Board meeting on July 11, 2012 and by the City Council at their July 16, 2012 Committee of the Whole.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such plan extensions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to serve as the County liaison with the West Florida Public Library in the implementation of this extension.

Attachments

West Florida Public Library One-Year Extension of Long Range Plan

WEST FLORIDA PUBLIC LIBRARY

*Long Range Plan
Goals and Objectives
2007-2012
(FY 2013 Revision)*

GOAL 1: THE LIBRARY WILL INVESTIGATE SIGNIFICANT AND SUSTAINABLE SOURCES OF FUNDING FOR THE LIBRARY SYSTEM.

Objective 1: The library will attempt to provide more funds for books and other materials by increasing fees for some services.

Task 1.1: Develop a method to raise funds from groups using the meeting rooms. A proposed scale of charges to "For Profit" and groups wishing to have social functions will be developed.

Task 1.2: Investigate purchase of a printing accounting system to increase funds received for public printing. In the interim, the library will institute a ten cent per page print charge beginning in FY13.

Task 1.3: Begin to charge non-resident individuals for use of public computers.

Task 1.4: Broaden our current sponsorship program with local business and community groups to extend beyond children's programs.

Task 1.5: Investigate e-commerce solutions for the payment of fines and fees.

Task 1.6: Research and write grants to address service priorities.

GOAL 2: THE LIBRARY WILL BECOME A "MUST SEE" DESTINATION AND "MUST HAVE" INSTITUTION FOR THE ENTIRE COMMUNITY.

Objective 1: Beginning in FY 2013, visits to WFPL branches will increase by 2% annually.

Objective 2: By the end of FY 2013, the number of registered library card holders will increase by 5%.

Objective 3: Library staff will actively seek opportunities to speak to community groups and local agencies about library collections, programs and services, and will participate in a minimum of two outreach events in each service area each year beginning in FY 2013.

Objective 4: The library will seek recognition for outstanding programs and services and will communicate these achievements to the local community; local news outlets will cover major library events and accomplishments.

GOAL 3: THE LIBRARY WILL IMPROVE EFFICIENCY OF OPERATIONS, INTERNAL COMMUNICATIONS, AND INCREASE STAFF TRAINING

OPPORTUNITIES.

Objective 1: The library will improve efficiency of operations by sharing ideas and best practices by conducting meetings with staff and through internal surveys.

Objective 2: The library will develop a systemwide cross-training program in order to enhance knowledge of operations and will investigate reallocation of existing staff based upon system need.

Objective 3: The library will increase training opportunities for staff.

Task 1.1: Continue monthly series of Hot Topics training programs to provide staff in-house training on WFPL policy and procedures in addition to trainings offered via the Panhandle Library Access Network along with other resources.

Objective 4: The library will communicate with staff in a timely and effective manner through improved internal communication mechanisms, meetings, and internal surveys.

Task 1.1: Continue to utilize Constant Contact (or comparable program) to create a monthly newsletter for staff to inform them of library news and to improve communication.

Objective 5: The library will improve communication through committee work that includes a cross section of staff.

GOAL 4: THE LIBRARY WILL ENHANCE ITS PUBLIC PRESENCE AND AWARENESS IN THE COMMUNITY BY ESTABLISHING A BRAND AND INCREASING ITS PUBLICITY EFFORTS.

Objective 1: The library will develop a new logo that is indicative of the Library and easily identifiable with the Library.

Task 1.1: Incorporate the new logo and brand in all its communications and locations to present itself as a cohesive system with a unified identity, rather than individual branches.

Task 1.2: Utilize various forms of social media to enhance its presence in the community by using Facebook, Twitter, and the Library's website to attract new users.

Task 1.3: Update its webpage to be more user-friendly and attractive to patrons.

Task 1.4: Utilize Constant Contact (or a comparable program) to create a monthly newsletter for patrons to inform them of library offerings.

GOAL 5: THE LIBRARY WILL INCREASE EFFICIENCY OF OPERATIONS THROUGH THE USE OF CURRENTLY AVAILABLE TECHNOLOGIES.

Objective 1: The library will investigate and purchase a Radio Frequency Identification (RFID) system to system to improve service quality, security, and inventory/collection management.

Task 1.1: Explore improvements enabled by RFID technology (especially self-checkout and real-time inventory management).

Task 1.2: Perform cost-benefit, return-on-investment (ROI) analysis of increased automation and related improvements vs. current technology and processes.

Task 1.3: Determine reasonable implementation schedule for system-wide rollout.

Objective 2: The library will investigate and purchase a PC reservation system to allow staff to better serve public computer users.

Task 1.1: Perform cost-benefit, ROI analysis of automated systems compared to current processes.

Objective 3: The library will increase bandwidth at branch libraries that still use 1.5Mbps (T1) connections to Main for network access.

Objective 4: The library will develop or purchase an app for the card catalog so patrons can access the card catalog and place holds using their mobile devices.

GOAL 6: THE LIBRARY WILL PROVIDE GREATLY ENHANCED FACILITIES, MATERIALS, AND PROGRAMS FOR ALL PATRONS.

Objective 1: The library will provide the equipment required to read, print, and copy all formats in which information is supplied.

Objective 2: The library will serve the community as the convenient source of free popular and current reading materials, videos, cds and audio books.

Task 1.1: Expand the availability of electronic and digital resources including e-books, audio books and other items that can be used on personal electronic devices as well as office computers.

Objective 3: The library will continue to explore digitization projects for unique holdings.

Objective 4: The library, in conjunction with the West Florida Genealogical Society, will continue to provide instruction in genealogical and historical research methods for the public.

Task 1.1: Broaden genealogical collection to provide better resources for searchers on a continuing basis.

Task 1.2: Encourage interest among youth in family history on an “as requested” basis by community youth groups.

Objective 5: The library will develop a standard series of programming for children and adults designed to attract new users.

Task 1.1: Increase adult program attendance by 5% over the FY 2012 totals by the end

of FY 2013.

Objective 6: The library will provide information to businesses, groups and individuals regarding careers, personal and small business finances, employment information and opportunities for training and retraining.

Task 1.1: Install links on the website which point toward agencies which can provide job training and the placement of prospective students in jobs for which they are suited.

Task 1.2: Form partnerships with other agencies in the community to provide services for the unemployed and the underemployed residents of the County.

Objective 7: The library will be a resource agency for community groups to meet; for individuals to participate in public discourse about community issues; and for groups and individuals to obtain information about community activities and information resources.

Objective 8: The library will assist cultural and ethnic groups in helping to satisfy the desire of community residents to gain an understanding of their own cultural heritage and the cultural heritage of others.

Task 1.1: Increase the amount of cultural programming offered to the public. The number of cultural programs will be increased by 5% in FY 2013 over FY 2012.

Task 1.2: Sponsor two Black History programs, one at the Westside Branch and one at the Main Library during the month of February, 2013.

GOAL 7: THE LIBRARY WILL BE AN ACTIVE COMMUNITY PARTNER AND WILL ACTIVELY ENGAGE WITH STAKEHOLDERS AT ALL LEVELS.

Objective 1: The library will cultivate working relationships with the Library Board, Mayor's office, City Council members, and County Commissioners through quarterly update presentations, site visits, and invitations to special events.

Task 1.1: Send quarterly statistics to City Administration, City Council, and Escambia County Board of County Commissioners.

Objective 2: The library will develop strategies for closer cooperation with the Escambia County School District.

Objective 3: The library will explore possibilities of closer, more active partnerships with community agencies focusing on literacy, education, and related issues.

Task 1.1: Meet with agencies to determine areas of mutual interest, assistance.

Task 1.2: Promote library representation on advisory and governing boards.

GOAL 8: THE LIBRARY WILL SUPPORT THE LITERACY EFFORTS OF EXISTING COMMUNITY AGENCIES IN ORDER TO RAISE THE LEVEL OF FUNCTIONAL LITERACY IN ESCAMBIA COUNTY.

Objective 1: The library will provide facilities for administering an adult basic literacy tutoring program.

Task 1.1: Provide facilities for one-on-one meetings of tutors with students in quiet, relatively private settings.

Task 1.2: Provide facilities for workshops to train new volunteer tutors and to provide periodic in-service training and information programs.

Task 1.3: Provide computer lab facilities for selected student training.

Task 1.4: Maintain current versions of Microsoft Office applications for both student training and general patron usage.

Task 1.5: Continue working with local groups so that Children's services will provide early literacy programs to educate parents.

GOAL 9: THE LIBRARY WILL PROVIDE CONVENIENTLY LOCATED FACILITIES AND HOURS OF OPERATION TO ATTRACT NEW USERS.

Objective 1: The library will add conveniently located facilities:

Task 1.1: Complete the construction of the downtown library.

Task 1.2: Complete the construction of the Molino Branch Library.

Task 1.3: Complete the construction of the Legion Field Community Center/Library.

Objective 2: The library will investigate the purchase of library kiosks in order to extend library services throughout Escambia County.

Objective 3: The library will tailor hours of operation and staffing to optimize availability to users.

Task 1.1: Install retail-quality people counters to accurately measure foot traffic at all service locations.

Task 1.2: Analyze data to determine adjustments to hours and staffing.

Objective 3: The library will examine the role of the bookmobile in delivery of services to patrons in rural areas.

Task 1.1: Survey the current users of the bookmobile to assess satisfaction with the current stops and times to determine if changes would increase usage by new and existing

patrons.

GOAL 10: THE LIBRARY WILL ADDRESS THE NEED OF PEOPLE TO MEET AND INTERACT WITH OTHERS IN THEIR COMMUNITY AND TO PARTICIPATE IN PUBLIC DISCOURSE ABOUT COMMUNITY ISSUES.

Objective 1: The library will install revenue generating coffee shops in all libraries to be built that are over 20,000 square feet.

Task 1.1: Work with the architect to achieve a design that is compatible with library use.

Task 1.2: Formulate a request for proposals to be sent to various vendors who might be interested in becoming a concessionaire at the coffee shops at the various libraries.

Objective 2: Libraries of 10,000 square feet or over will have space devoted to the Friends of the Library in which they may sell used books and other public relations materials for the organizations.

GOAL 11: THE LIBRARY WILL FORMULATE A NEW FIVE YEAR PLAN TO COVER THE YEARS 2014-2019

Objective 1: The library will have a committee appointed in addition to the Library Board members to determine goals and objectives for the years 2014-2019 for public library service to residents of Escambia County and the City of Pensacola.

Objective 2: The Task Force will use Strategic Planning for Results as a guide, and have the Committee formulate a new Long Range Plan by September 1, 2013.

GOAL 12: THE INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA WILL BE REVISED.

Objective 1: The City administration will work with the County administration to determine how the Interlocal Agreement can be strengthened or a new agreement be approved between the City and the County.

ADOPTED BY THE WEST FLORIDA PUBLIC LIBRARY ADVISORY BOARD AT A REGULAR MEETING ON JULY 11, 2012. ADOPTED BY THE PENSACOLA CITY COUNCIL AT A COMMITTEE OF THE WHOLE MEETING ON JULY 16, 2012.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2946

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Grand Opening of the Marie K. Young Community Center and Park

From: Marie Young, District III Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grand Opening of the Marie K. Young Community Center and Park - Commissioner Marie K. Young, District 3

That the Board approve \$1,000 to provide refreshments for the Grand Opening of the Marie K. Young Community Center and Park on August 17, 2012.

BACKGROUND:

On February 2, 2012, the Board voted to rename the new Wedgewood Community Center and Park in honor of Commissioner Marie K. Young. As part of the Grand Opening celebration, Commissioner Young would like to serve hamburgers, hot dogs, chips, drinks, a fruit tray, a sub-sandwich tray, and drinks. This event is being advertised through-out the Community and several hundred people are expected to attend.

BUDGETARY IMPACT:

The County Administrator's Office will work with the Office of Management and Budget to establish funding for this event.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will work closely with Commissioner Young and the Public Information Office to coordinate this event.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2904

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Supplemental Budget Amendment #199 – Insurance Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #199 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #199, Transportation Trust Fund (175) in the amount of \$25,282, to recognize insurance proceeds received for fire damage to a barn at the Roads Division, and to appropriate these funds back into the Roads Division Cost Center.

BACKGROUND:

Escambia County received insurance reimbursements totaling \$25,282 for fire damage to a barn at the Road Department, and the proceeds are reimbursing Roads for the barn replacement.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$25,282.

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#199

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

**Resolution Number
R2012-_____**

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 received insurance reimbursements for damage to a Road Department barn, 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, 2012:

Transportation Trust Fund	175		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$25,282
Total			\$25,282

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	175/210402	55201	\$4,460
Machinery and Equipment	175/210402	56401	\$20,822
Total			\$25,282

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:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Wilson B. Robertson, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#199



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2916

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Supplemental Budget Amendment #204 - State of Florida, Division of Emergency Management Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #204 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Other Grants and Projects Fund (110) in the amount of \$39,651, to recognize proceeds from a State of Florida Division of Emergency Management (FDEM) Federally-Funded Subgrant Agreement, and to appropriate these funds for the purpose of enhancing the security at the Public Safety Facility Campus.

BACKGROUND:

Escambia County has been awarded an FDEM federally-funded subgrant that is being appropriated with this amendment. Contract Number 12-DS-40-01-27-01-XXX is a federally-funded subgrant for \$39,651.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$39,651.

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# 204

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

Resolution Number
R2012-

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 a grant by the State of Florida, Division of Emergency Management, 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, 2012:

<u>Other Grants & Projects</u>	<u>110</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
EOC Facility - Security Fence	110	3312xx (New)	39,651
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			<u>\$39,651</u>
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Buildings	110/3304xx (New)	56301	39,651
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total			<u>\$39,651</u>

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:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
204



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2927

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Star Lake - Belle Meadow Group Resurfacing

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Star Lake-Belle Meadow Group Resurfacing – Amy Lovoy,
Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.038, “Star Lake-Belle Meadow Group Resurfacing”, to Roads, Inc., of NWF, for a total amount of \$1,176,708.09.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

BACKGROUND:

Bids were received from four contractors on July 5, 2012. Roads, Inc. of NWF was the lowest Responsive and Responsible bidder received.

This project consists of the resurfacing and/or reconstructing in portion or whole of Coral Reef Road, Coral Island Road, Sandy Key Drive, Star Lake Drive, Star Lake Place, Lakeside Drive, Kershaw Street, Chablis Lane, Meredith Drive, Alicia Drive, Kirsten Drive, Belle Meadow Boulevard, Honeywood Drive and Glen Eden Lane located within Districts 2, 3 and 4. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, possible dewatering, etc. The Escambia County Roads and Bridges Division will haul 30 truckloads of milled asphalt. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA County Attorney Standard Form Contract D to be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Department, Engineering Division that they may issue a Notice to Proceed to Roads, In. of NWF./ NA

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Star Lake-Belle Meadow Group Resurfacing						
		ITB# 11-12.038						
Bid Opening Time: 3:00 p.m. CDT	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowledgement of Addenda	Grand Total
Bid Opening Date: 07/05/2012								
Opening Location: Rm. 11.407								
NAME OF BIDDER								
APAC Mid-South, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	N/A	\$1,215,627.10
Gulf Atlantic Constructors Inc	Yes	Yes	Yes	Yes	Yes	Yes	N/A	\$1,434,844.10
Roads Inc of NWF	Yes	Yes	Yes	Yes	Yes	Yes	N/A	\$1,176,708.09
Panhandle Grading & Paving Inc	Yes	Yes	Yes	Yes	Yes	Yes	N/A	\$1,261,008.00
BIDS OPENED BY:	Bob Dennis, Purchasing Specialist, MABA, CPPB							DATE: July 5, 2012
BIDS WITNESSED BY:	Angie Holbrook, SOSA							DATE: July 5, 2012
BIDS TABULATED BY:	Angie Holbrook, SOSA							DATE: July 5, 2012

CAR DATE 07/26/2012 BOCC DATE 07/26/2012

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF in the amount of \$1,176,708.09 Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
 Posted 07/11/2012 @ 11:02 a.m. CDT

BD/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2947

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Conveyance of Real Property to A.M.R. at Pensacola, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 2615 North 6th Avenue to A.M.R. at Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to A.M.R. at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;
- B. Adopt the Resolution authorizing the conveyance of this property to A.M.R. at Pensacola, Inc.;
- C. Approve the sale price of \$1,257.90, plus closing costs for the 2615 North 6th Avenue property; and
- D. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

On September 15, 2011, the Board approved acquisition of the subject property at 2615 North 6th Avenue through tax deed sale in order to utilize the property for affordable housing. The prior owner was under contract with the County to build a single family residence and sell to an income eligible buyer. However, the developer abandoned the project, not maintaining the property or paying property taxes. The parcel requires completion of construction in order to sell the home to an affordable buyer under the State Housing Initiatives Partnership (SHIP) Program and/or Neighborhood Stabilization Program (NSP) guidelines.

Neighborhood Enterprise Foundation, Inc. (NEFI) secured a title search on the property and a survey. NEFI has also met with the City of Pensacola Building Inspections Department to discuss the expired building permit on the property. On June 8, 2012, NEFI circulated the availability of this property to eligible not-for-profit agencies with copies of the title work, survey, delinquent back taxes, and property appraiser information. Interested agencies had 10 days to respond with a letter of interest to NEFI as outlined in the Surplus Property Disposition for Affordable Housing Development Program. The only agency that replied was A.M.R. at

Pensacola, Inc. Due to the title issues (5 City Liens) with the property, A.M.R. at Pensacola, Inc. has requested that the property be conveyed for the costs of the back taxes and title transfer. This is permitted under the Surplus Property Disposition for Affordable Housing Development Program, which allows a transfer to be made for “the value of all County held tax certificates, property taxes, County held liens at the time of the transfer excluding accrued interest, any foreclosure costs, and any costs associate with acquiring title to the parcel.” A.M.R. at Pensacola, Inc. will complete the construction, clear up remaining title issues, and sell the property to an income eligible buyer under the SHIP and/or NSP program. The County does not have a need for this property.

BUDGETARY IMPACT:

Conveyance of the property to A.M.R. at Pensacola, Inc. will ensure that the County will not be liable to repay Florida Housing Finance Corporation for state funds expended on the property to date.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney’s Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Conveyance 2615 N 6th Ave - AMR backup

[Back](#)

Source: Escambia County Property Appraiser

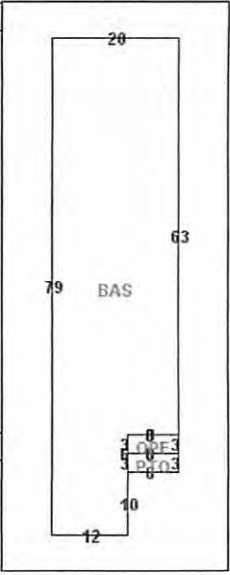
[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009020014094 Account: 133648000 Owners: ESCAMBIA COUNTY BOARD OF COMMISSIONERS Mail: 221 PALAFOX PL PENSACOLA, FL 32502 Situs: 2615 N 6TH AVE 32503 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$6,270 Total: \$6,270 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/05/2011</td> <td>6770</td> <td>1920</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>07/16/2009</td> <td>6484</td> <td>387</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>04/2007</td> <td>6134</td> <td>1430</td> <td>\$14,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/2001</td> <td>4863</td> <td>1211</td> <td>\$7,000</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/05/2011	6770	1920	\$100	TD	View Instr	07/16/2009	6484	387	\$100	QC	View Instr	04/2007	6134	1430	\$14,000	WD	View Instr	03/2001	4863	1211	\$7,000	TD	View Instr	<p>2011 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>LT 14 BLK 94 EAST KING TRACT OR 6770 P 1920 CA 62</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
07/05/2011	6770	1920	\$100	TD	View Instr																										
07/16/2009	6484	387	\$100	QC	View Instr																										
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03/2001	4863	1211	\$7,000	TD	View Instr																										

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA062</p> <p>Approx. Acreage: 0.0800</p> <p>Zoned: R-NC</p>	
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Buildings	
Building 1 - Address:2615 N 6TH AVE, Year Built: 2012, Effective Year: 2012	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-VINYL SIDING NO. PLUMBING FIXTURES-7.00 ROOF FRAMING-GABL/HIP COMBO ROOF COVER-COMPOSITION SHG INTERIOR WALL-UNFINISHED FLOOR COVER-UNFINISHED/NONE NO. STORIES-1.00 FLOOR COVER-UNFINISHED/NONE DECOR/MILLWORK-NONE HEAT/AIR-NONE STRUCTURAL FRAME-WOOD FRAME	
Areas - 1500 Total SF BASE AREA - 1452 OPEN PORCH FIN - 24 PATIO - 24	

Images



10/18/10



6/3/11



10/21/11



1/27/12



2/8/12

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.

Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 00-05-00-9020-014-094
Account: 13-3648-000
Section Map: CA062
Situs: 2615 N 6TH AVE
Subdivision: EAST KING TRACT
Owner: ESCAMBIA COUNTY BOARD OF COMMISSIONERS
Mailing Address: 221 PALAFOX PL
 PENSACOLA, FL 32502
Last Sale: 7/5/2011, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.0800
Building Count: 1
Total Heated Area: 1452
Zoned: R-NC

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N334444555666



A. M. R. at Pensacola, Inc.

730 Bayfront Parkway, Suite 4-B

Pensacola, FL 32502

(850)438-4400

June 18, 2011

Meredith Reeves-Nunnari
Neighborhood Enterprise Foundation, Inc.
3420 Barrancas Avenue
P.O. Box 18178
Pensacola, FL 32523

RE: 2615 N. 6th Ave. -- Letter of Interest

Dear Meredith,

Thank you for your email of June 8, 2012 regarding the above referenced property. Due to existing liens and encumbrances, should A.M.R agree to buy this property, we would request transfer of the property for the value of the existing County held property taxes plus any cost associated with the title transfer only. In return, we would agree to complete the project and sell to an eligible family within a year of the transfer per the County's Surplus Property Disposition for Affordable Housing policy.

Respectfully Yours,



Jennifer Handler

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO AMR AT PENSACOLA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, AMR at Pensacola, Inc., a Florida corporation not-for-profit (AMR), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to AMR under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to AMR is authorized pursuant to Section 125.38, Florida Statutes.

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

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

Section 2. The County shall convey the Property to AMR for a purchase price of One Thousand Two Hundred Fifty Seven Dollars and Ninety Cents (\$1,257.90), with all closing costs being borne by AMR, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: Asst. County Attorney
Date: June 29, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20____, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and AMR at Pensacola, Inc., a Florida non-profit corporation, whose address is 730 Bayfront Parkway, Suite 4-B, Pensacola, Florida 32502 (Buyer).

WITNESSETH:

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

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, 20____, Seller approved the sale of the Property to Buyer for the amount of \$1,257.90; and

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

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

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is One Thousand Two Hundred Fifty Seven Dollars and Ninety Cents (\$1,257.90) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are

either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

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

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

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

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

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

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

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

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

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

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

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

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with

Section 3.

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

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

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

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

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

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

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been

either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

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

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

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

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

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

Sunday or legal holiday, the date is extended to the next business day.

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

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

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

21. Brokerage. Seller represents and warrants to Buyer that no broker or finder has been employed by Seller in connection with the sale and purchase contemplated in the Agreement. Buyer represents and warrants to Seller that either (1) no broker or finder has been employed by Buyer in connection with the sale and purchase contemplated or (2) Buyer has retained the services of a broker or finder that will be compensated solely by Buyer outside of closing.

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

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

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

AMR at Pensacola, Inc.
730 Bayfront Parkway
Suite 4-B
Pensacola, Florida 32502

WITH A COPY TO:

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved:

BUYER:
AMR at Pensacola, Inc.

Witness _____
Print Name _____

Lamar B. Cobb, Sr., President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Lamar B. Cobb, Sr., as President of AMR at Pensacola, Inc., a Florida non-profit corporation. He () is
personally known to me, () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE BELOW	16	000S00-9020-014-094
County Held Tax Certificate 2007 133076.0000				Holder 0000099

OFFICE
 (850) 438-6500

SORIANO NEIL
 59 BELLEAU WOOD COURT
 PENSACOLA FL 32506

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6134 P 1430
 CA 62

PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR CERTIFIED

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY OF ESCAMBIA	8.0170	10,150		10,150	81.37
SCHOOL BOARD OF ESCAMBL	7.7200	10,150		10,150	78.36
N.W. FLORIDA WATER MANA	0.0450	10,150		10,150	0.46
CITY OF PENSACOLA	4.5980	10,150		10,150	46.67
TOTAL MILLAGE 20.3800				AD VALOREM TAXES	206.86

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
OSW STORMWATER (CALL 435-1800)		36.96
NON-AD VALOREM ASSESSMENTS		36.96

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS	243.82	PAY ONLY ONE AMOUNT	See reverse side for important information
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AMOUNT
 DUE
 IF PAID
 BY

Face Amt	2008	If Paid By	Jul 31 2012		
\$266.69	Certificate	Please Pay	\$848.40		
Bid % 18.00	8341.000				

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE ABOVE	16	000S00-9020-014-094
County Held Tax Certificate 2007 133076.0000				Holder 0000099

County Held Tax Certificate 2007 133076.0000
 PRIOR YEARS TAXES DUE

SORIANO NEIL
 59 BELLEAU WOOD COURT
 PENSACOLA FL 32506

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6134 P 1430
 CA 62

PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR CERTIFIED

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500

Face Amt	2008	If Paid By	Jul 31 2012		
\$266.69	Certificate	Please Pay	\$848.40		
Bid % 18.00	8341.000				

RETURN WITH
 PAYMENT

0000000000 0000026669 0000001330760000 0001 2

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE BELOW	16	000S00-9020-014-094
County Held Tax Certificate 2010 3273.0000				Holder 0000099

OFFICE
 (850) 438-6500

PRIOR YEARS TAXES DUE

JACKSON CORNELIOUS W JR
 496 S FAIRFIELD DR
 APT A
 PENSACOLA FL 32506
 PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR CERTIFIED

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6484 P 387
 CA 62

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	7,446		7,446	51.94
PUBLIC SCHOOLS					
By Local Board	2.2290	7,446		7,446	16.60
By State Law	5.6310	7,446		7,446	41.93
WATER MANAGEMENT	0.0450	7,446		7,446	0.34
PENSACOLA	4.5395	7,446		7,446	33.80
TOTAL MILLAGE		19.4200		AD VALOREM TAXES	144.61

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
OSW STORMWATER (CALL 435-1800)		35.90
NON-AD VALOREM ASSESSMENTS		35.90

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS

180.51

PAY ONLY
 ONE AMOUNT

See reverse side for
 important information

Face Amt \$245.18	2012 Certificate	If Paid By Please Pay	Jul 31 2012 \$251.43		
Bid % 18.00	11370.000				

AMOUNT
 DUE
 IF PAID
 BY

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE ABOVE	16	000S00-9020-014-094
County Held Tax Certificate 2010 3273.0000				Holder 0000099

PRIOR YEARS TAXES DUE

JACKSON CORNELIOUS W JR
 496 S FAIRFIELD DR
 APT A
 PENSACOLA FL 32506
 PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR CERTIFIED

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6484 P 387
 CA 62

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500

Face Amt \$245.18	2012 Certificate	If Paid By Please Pay	Jul 31 2012 \$251.43		
Bid % 18.00	11370.000				

RETURN WITH
 PAYMENT

0000000000 0000024518 0000000032730000 0001 9

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE BELOW	16	000S00-9020-014-094
County Held Tax Certificate 2011 3320.0000				Holder 0000099

OFFICE
 (850) 438-6500

JACKSON CORNELIOUS W JR
 496 S FAIRFIELD DR APT A
 PENSACOLA FL 32506

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6484 P 387
 CA 62

PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	6,270		6,270	43.74
PUBLIC SCHOOLS					
By Local Board	2.2480	6,270		6,270	14.09
By State Law	5.5730	6,270		6,270	34.94
WATER MANAGEMENT	0.0400	6,270		6,270	0.25
PENSACOLA	4.2895	6,270		6,270	26.90
TOTAL MILLAGE 19.1260				AD VALOREM TAXES	119.92

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS 119.92 PAY ONLY ONE AMOUNT See reverse side for important information

Face Amt	2012	If Paid By	Jul 31 2012		
\$144.59	Certificate	Please Pay	\$158.07		
Bid % 18.00	10243.000				

AMOUNT
 DUE
 IF PAID
 BY

JANET HOLLEY, CFC
 ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-3648-000		SEE ABOVE	16	000S00-9020-014-094
County Held Tax Certificate 2011 3320.0000				Holder 0000099

PRIOR YEARS TAXES DUE

JACKSON CORNELIOUS W JR
 496 S FAIRFIELD DR APT A
 PENSACOLA FL 32506

2615 N 6TH AVE
 LT 14 BLK 94
 EAST KING TRACT
 OR 6484 P 387
 CA 62

PAYMENT MUST BE CASH,
 CASHIER'S CHECK OR

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500

Face Amt	2012	If Paid By	Jul 31 2012		
\$144.59	Certificate	Please Pay	\$158.07		
Bid % 18.00	10243.000				

RETURN WITH
 PAYMENT

0000000000 0000014459 0000000033200000 0001 3

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

7. Approving Budget Amendment Request #299, Article V Fund (115), in the amount of \$4,200, to cover additional personnel costs in the Okaloosa County Technology Court Budget due to an employee separating employment and having their leave payouts.
8. Approving to allocate and authorize payment, in an amount not to exceed \$6,000, for the setup and printing of "A Brief Account of Escambia County's Development 1821-2011," by John Appleyard (Funding Source: General Fund (001)/Non-Departmental, Cost Center 110201).

9. Taking the following action regarding the acquisition of real property for Neighborhood Enterprise Foundation, Inc. (NEFI); upon completion of the home, it will either be sold to a State Housing Initiative Partnership (SHIP) income-eligible buyer, rented to a SHIP income-eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing:
 - A. Authorizing the purchase of real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;
 - B. Approving the Tax Deed purchase price of \$1,164.59 for this parcel; and
 - C. Approving to acknowledge that the property will be purchased with resources from Fund 124, Affordable Housing, Cost Center 220406, Account Number 58301.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1338 County Administrator's Report Item #: 13.9.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 09/15/2011
Issue: Acquisition of Property Located at 2615 North 6th Avenue
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval: Charles R. Conner 9/9/11

RECOMMENDATION:

Recommendation Concerning Acquisition of Property Located at 2615 North 6th Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real property for Neighborhood Enterprise Foundation, Inc. (NEFI). Upon completion of the home, it will either be sold to a State Housing Initiative Partnership (SHIP) income-eligible buyer, rented to a SHIP income-eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing:

- A. Authorize the purchase of real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;
- B. Approve the Tax Deed purchase price of \$1,164.59 for this parcel; and
- C. Acknowledge that the property will be purchased with resources from Fund 124, Affordable Housing, Cost Center 220406, Account Number 58301.

BACKGROUND:

This property is part of the Tax Deed Application List submitted for Board approval on February 17, 2011. Because this parcel did not sell during the July 5, 2011 Tax Deed Sale, the County has a 90-day purchase priority period [FL Statute 197.502(7) which ends October 5, 2011. Because the County is purchasing this property for a project, the price is lower [no County fees] than the purchase price would be for a public sale. Purchasing this property will consist of finishing the interior of the new home, which is incomplete and will require additional construction work to finalize and obtain a certificate of occupancy from the City of Pensacola. Following purchase, NEFI in consultation with the City of Pensacola, will ensure that the necessary construction is completed per building code and permitting requirements. The home will be utilized to address affordable or special needs housing priorities as jointly established by the County and City through the Local State Housing Initiatives Partnership (SHIP) Housing Assistance Plan. Depending on the condition of the local housing and lending market at the time of completion, the home will either be sold to a SHIP income eligible buyer, rented to a SHIP income eligible buyer in partnership with a local non-profit, or provided to a local non-profit for special needs housing.

BUDGETARY IMPACT:

Property will be purchased with resources from Fund 124, Cost Center 220406, Account Number 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

These properties are being purchased utilizing Florida Statute 197.502(7)

IMPLEMENTATION/COORDINATION:

NA

Attachments

2615 North 6th Ave backup

Board of County Commissioners

Escambia County, Florida

Title: Surplus Property Disposition for Affordable Housing
Development, Section II, B.15

Date Adopted: July 20, 2006

Effective Date: November 5, 2009, as amended

Reference:

Policy Amended: November 5, 2009

- A. Purpose: To encourage redevelopment of blighted areas through reinvestment in non-productive properties for the purpose of meeting affordable workforce housing needs in Escambia County.
- B. Surplus Property and Affordable Housing (Brief Overview): In 1992, Escambia County and the City of Pensacola each adopted an Affordable Housing Development Incentive Plan as a precursor to implementation of the State Housing Initiatives Partnership Program (SHIP). In 2008, the County updated its Incentive Plan and amended the Local Housing Assistance Plan as required by F.S. 420.906. An element of this plan requires continual review of County and City owned properties suitable for affordable housing. Escambia County works very closely with many non-profit and for profit workforce/affordable housing builders and developers through various programs administered through the Neighborhood Enterprise Foundation, Inc (NEFI). Land cost is integrally linked to housing affordability, especially when homes are targeted to very low, low and moderate income families for homeownership or long term rental purposes. Routinely, the County attains ownership of vacant, blighted or abandoned properties through tax deed, foreclosure or donation. Most are non-productive properties with minimal improvements, or more typically with serious code deficiencies requiring recurring corrective actions by County officials. After reviewing internally, a significant percentage of these properties are not required for County public functions, and therefore are deemed to be surplus. Many of the surplus parcels are suitably sized and located thus allowing for construction of reasonably priced homes to address the continuing shortage of affordable workforce housing in the County. A number of locally based non-profit and for-profit builders and developers routinely request the donation or discounting of such parcels specifically for housing production.
- C. Surplus Property Disposition by County: The County has routinely undertaken a variety of methods to dispose of surplus real property to legal non-profit corporations, ranging from outright donation to sale via bid. The intent of this Policy is to provide a framework for the disposition of properties incorporating a “discounted purchase price” option for affordable housing interests. This process must comply with governing Florida Statutes and County ordinances that prescribe alternatives available to the County for disposition of “surplus” property.

D. Affordable Housing Development Incentive Plan: The County will utilize a series of screening procedures to govern disposition of surplus property as an incentive fostering development of quality affordable workforce housing including:

1. **Internal County Review:** Prior to declaring “surplus” any real property coming under the ownership of the County, each parcel shall be reviewed internally to determine the means of disposition which maximizes the greatest return (financial or goodwill) for the County. This review shall include a financial analysis to determine whether the parcel should be sold at auction to the highest bidder, kept for future County purposes or sold at some discounted price to agencies for affordable housing production.
2. **Open Bid Solicitation:** Parcels to be sold at auction shall be declared surplus, publicly advertised for bid and sold to the highest bidder in accordance with State statutes and County ordinance requirements. The property will be conveyed “as is” and no representations or warranties are made concerning title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals or governmental regulations.
3. **Pre-Qualified Non-Profit Agency Review:** Parcels that are deemed suitable for affordable housing development shall be disseminated via e-mail by NEFI to all “pre-qualified” non-profit agencies meeting the requirements cited in Exhibit I for review and selection (no formal bidding or auction will be required). Qualified agencies shall be provided a minimum of 10 days to submit a request for individual parcels on their agency letterhead upon which affordable housing units will be constructed and sold (or rented) to income eligible persons/families within 12 months from the date of property transfer. In the event that more than one agency requests the same parcel(s), the selection shall be made by lottery drawing. Said parcel may then be conveyed directly to the requesting agency for the any of the following discount methods provided that the County’s direct expenditure of funds is reimbursed:
 - a. The value of the property as defined by the Escambia County Property Appraiser.
 - b. The value of all County held tax certificates, property taxes, County held liens at the time of the transfer excluding accrued interest, any foreclosure costs and any costs associated with acquiring title to the parcel.

E. Unit Production Requirement: Affordable housing unit(s) must be constructed and sold to income eligible families as described previously, within a maximum of 12 months from the date of property transfer, unless such time is extended in writing by NEFI. Properties shall contain a “reverter” clause stipulating this requirement. Failure to complete unit(s) shall result in the property being recaptured by the County.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2936

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Purchase of Cisco Data Center and Network Infrastructure Equipment

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Cisco Data Center and Network Infrastructure Equipment - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of Cisco data center and network infrastructure equipment including server hardware, video teleconferencing equipment, network switch replacements and upgrades, and Voice over IP (Voice over Internet Protocol) telephone components, in the amount of \$395,834.07, from Technology Integration Group, formerly Wavenet Technologies, Inc., by piggybacking off the State of Florida Contracts #250-000-09-1, #880-000-09-1, #730-000-09-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

[Funding: Fund 001, General Fund, Cost Centers 270102, 270103]

BACKGROUND:

The Information Technology Department is working on standardizing and simplifying our data center and network infrastructure to improve it's reliability and performance and also to decrease the total cost of ownership and systems administration in support of the continued implementation of the County's converged voice-data-video networks and systems. This purchase will enable us to consolidate onto fewer hardware platforms and sunset obsolete hardware, also it will provide a more robust video teleconferencing system by replacing the current Polycom-based system that is over ten years old. This purchase will also provide for upgrading the network infrastructure in the Public Safety Building to be consistent with the infrastructure in the Downtown and Central Office buildings.

BUDGETARY IMPACT:

Funding will be:

[Fund: 001, General Fund, Cost Centers 270102, 270103]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This implementation will be supported by existing Information Technology staff and the dedicated VOIP staff person budgeted for fiscal year 2011-2012.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Department of Information Technology will be responsible for the implementation of these systems.

Attachments

TIG Quote 8470



Technology Integration Group

Phone: 850-439-0090
 Fax: 850-439-0070
 106 East Gregory St
 Pensacola, FL 32502

Quote

No.: **8470**
 Date: **6/1/2012**

Technology Integration Group

formerly WAVEnet technologies, Inc.

Prepared for:
 Scott MacDonald 850.595.4686
 Escambia County, Board of County Commissioners
 221 Palafox, Suite 140
 Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
 Account No.: 543
 Phone: (850) 595-4993

Quantity	Item ID	Description	UOM	Sell	Total
State of Florida Contract: 250-000-09-1					
Blade B200-M3					
8	UCSB-B200-M3-U	UPG UCS B200 M3 BLADE SVR W/O CPU MEM HDD MLOM WMEZZ	EA	\$1,387.76	\$11,102.08
8	CON-UCS7-B200M3-U	US ONLY SUP OS 24X7 4HR UC UCS B200 M3 BLADE SERIES	EA	\$243.20	\$1,945.60
16	UCS-CPU-E5-2640=	E5-2640 2.50G 15MB 1333MHZ DDR3 95W 6C NO HEAT SINK F/ UCS B-SERIES	EA	\$1,172.68	\$18,762.88
96	UCS-MR-1X162RY-A=	16GB PC3-12800 1600MHZ DDR3 RDIMM DR 1.35V	EA	\$437.24	\$41,975.04
16	A03-D300GA2	300GB 6GB SAS 10K RPM SFF HDD/HOT PLUG/DR SLD MOUNT	EA	\$235.89	\$3,774.24
8	UCSB-MLOM-40G-01	VIC 1240 MODULAR LOM FOR M3 BLADE SVRS	EA	\$660.06	\$5,280.48
B200 M2 and Spare Chassis					
16	SFP-H10GB-CU3M=	3M 10GBASE-CU SFP CBL	EA	\$113.19	\$1,811.04
4	N20-B6625-1-UPG	UCS B200 M2 BLADE SVR W/O CPU MEM HD MEZZANINE	EA	\$1,299.76	\$5,199.04
4	CON-UCS7-B66251U	UC SUP 24X7X4OS UCSB200 M2 BLADE SVR W/O CPU MEM	EA	\$242.25	\$969.00
8	A01-X0111	2.4GHZ XEON E5620 80W CPU 12MB CACHE/DDR3 1066MHZ	EA	\$494.19	\$3,953.52
12	UCS-MR-1X082RX-A	8GB DDR3-1333-MHZ RDIMM/PC3-10600/2R/1.35v	EA	\$155.72	\$1,868.64
4	A03-D300GA2	300GB 6GB SAS 10K RPM SFF HDD/HOT PLUG/DR SLD MOUNT	EA	\$235.89	\$943.56
4	A03-D600GA2	600GB 6GB SAS 10K RPM SFF HD HPLUG DR SLED MOUNTED	EA	\$523.56	\$2,094.24
4	N20-AC0002	UCSM81KR VIRTUAL I/F CARD PCIE 2PT 10GB	EA	\$660.54	\$2,642.16
2	N20-C6508-UPG	UCS 5108 BLADE SVR CHAS PSU/8 FANS 0 FABRIC EXT	EA	\$2,640.22	\$5,280.44
2	CON-UCS7-2C6508	UC SUP 24X7X4OS 5108 BLADE SVR CHAS	EA	\$206.15	\$412.30
4	UCS-IOM-2204XP	UCS 2204XP I/O Module (4 External, 16 Internal 10Gb Ports)	EA	\$2,200.00	\$8,800.00
8	UCSB-PSU-2500ACPL	2500WW PLATINUM AC HOT PLUG POWER SUPPLY FOR UCS 5108 CHASSIS	EA	\$411.84	\$3,294.72
Cisco VXC					
10	CVXCM-K9	Cisco Virtualization Experience Client Manager	EA	\$48.51	\$485.10

Quantity	Item ID	Description	UOM	Sell	Total
10	CON-ESW-CVXCMK9	ESSENTIAL SW Cisco Virtualization Experience Client M	EA	\$13.30	\$133.00
10	UCSS-U-CVXCM-1.1	Cisco Virtualization Experience Client Manager UCSS 1 Yr	EA	\$4.85	\$48.50
10	CVXC-VVFW-K9	Cisco UC FW Voice Video Addon	EA	\$172.48	\$1,724.80
10	CON-ESW-CVXC VFW	ESSENTIAL sW Cisco UC FW Voice Addon	EA	\$27.10	\$271.00
10	UCSS-U-VVFW-1.1	Cisco VXC Voice Video FW UCSS 1 Yr	EA	\$17.25	\$172.50
10	CVXC-6215-K9	Cisco VXC 6215 Base, Multi HVD protocol	EA	\$495.88	\$4,958.80
10	CON-SNT-CVXC6215	SMARTNET 8x5xNBD Cisco VXC 6215 Base, Multi HVD protocol	EA	\$0.00	\$0.00
Hardware					
1	ASA5515-K9	ASA 5515-X with SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES	EA	\$0.00	\$0.00
1	ASA-AC-M-5515	AnyConnect Mobile - ASA 5515-X (req. Essentials or Premium)	EA	\$0.00	\$0.00
1	ASA-AC-E-5515	AnyConnect Essentials VPN License - ASA 5515-X (250 Users)	EA	\$0.00	\$0.00
1	ASA-AC-PH-5515	AnyConnect VPN Phone License - ASA 5515-X (req Premium lic)	EA	\$0.00	\$0.00
1	CON-SNT-A15K9	SMARTNET 8X5XNBD ASA 5515-X with SW,	EA	\$0.00	\$0.00
15	X2-10GB-SR=	CISCO 10G BASE-SR X2 MOD	EA	\$1,074.76	\$16,121.40
1	AIR-CT5508-50-K9	5508 SERIES CTRL UP TO 50 APS	EA	\$12,124.81	\$12,124.81
1	CON-SNT-CT0850	SMARTNET 8X5XNBD 5508 SERIES CNTRL	EA	\$0.00	\$0.00
1	AIR-PWR-5500-AC	5500 SERIES WLS CTRL RPS	EA	\$1,420.25	\$1,420.25
14	GLC-SX-MM=	CORE CISCO GE SFP LC SX XCVR	EA	\$269.50	\$3,773.00
10	WS-C2960S-48FPS-L	CAT2960S STACK 48 GIGE POE 740W 4 X SFP LAN	EA	\$4,039.81	\$40,398.10
5	C2960S-STACK=	CAT2960S FLEXSTACK MOD	EA	\$808.50	\$4,042.50
10	CON-SNT-2960S4FS	SMARTNET 8X5XNBD CAT2960S GIGE POE 740W 4XSFP BASE	EA	\$0.00	\$0.00
1	WS-C4900M	BASE SYS W/ 8 X2 OPTICS AND 2 HALF SLOTS	EA	\$8,624.00	\$8,624.00
1	S49MESK9-12254SG=	CAT4900M IOS ENT SVC SSH	EA	\$6,468.00	\$6,468.00
1	WS-X4908-10GE	8PT 2:1 10GE CARD	EA	\$4,042.50	\$4,042.50
1	PWR-C49M-1000AC/2	REDUN AC P/S FOR 4900M	EA	\$539.00	\$539.00
1	PWR-C49M-1000AC	4900M AC P/S 1000W FACTORY	EA	\$539.00	\$539.00
1	CON-SNTP-WSC4900M	SMARTNET 24X7X4 SVC WS-C4900M	EA	\$2,042.50	\$2,042.50
1	CON-SNTP-X490810G	SMARTNET 24X7X4 SVC WS-X4908-10GE	EA	\$957.60	\$957.60

QuoteNo.: **8470**

Date: 6/1/2012

Quantity	Item ID	Description	UOM	Sell	Total
Florida State Contract: 880-000-09-1					
Video					
1	CTI-TMS-SW-K9	Cisco TelePresence Management Suite - Includes 10 Systems	EA	\$2,046.53	\$2,046.53
1	CON-ECMU-CTITMSSW	ESS SW SUPP+UPGR TMS Mgmt Suite Svr Lic-Incl 10 Sys	EA	\$866.40	\$866.40
1	LIC-TMS-MSEX-25	Cisco TMSEX - Extension for MS Exchange - Per 25 sys reg.	EA	\$6,866.64	\$6,866.64
1	CON-ECUM-LTMSEX25	ESS SW SUPP+UPGR TMS Exchg Integration Pkg-Per25SysReg	EA	\$1,036.73	\$1,036.73
1	LIC-MOVI-25	Movi TMS 25 Additional User Licences	EA	\$2,019.60	\$2,019.60
1	CON-ECMU-MOVI-25	ESS SW SUPP+UPGR Movi TMS 25 Additional User Licences, 3 Years	EA	\$410.40	\$410.40
1	CTI-5310-MCU-K9	Cisco TelePresence MCU 5310 up to 20 ports	EA	\$13,992.00	\$13,992.00
2	CON-ECDN-CTI5310M	ESS WITH 8X5XNBD Telepresence MCU 5310 up to 20 ports	EA	\$0.00	\$0.00
5	LIC-5300-4PL	1 Full HD / 2 HD / 4 SD ports on MCU 5300 Series	EA	\$6,996.00	\$34,980.00
10	CON-ECDN-LIC5304P	ESS WITH 8X5XNBD 1 Full HD/2 HD/4 SD ports on MCU5300	EA	\$0.00	\$0.00
4	CTS-SX20-PHD4X-K9	SX20 Quick Set HD, NPP, 4x PHDCam, 1 mic, remote cntrl	EA	\$5,771.70	\$23,086.80
8	CON-ECDN-SX2PHD4X	ESS WITH 8X5XNBD SX20 Qk Set HD, NPP,4x PHDCam,1 mic RC	EA	\$0.00	\$0.00
4	CTS-CTRL-DVC8	Touch 8 - Control Device	EA	\$1,451.31	\$5,805.24
8	CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	EA	\$0.00	\$0.00
4	LIC-SX20-DD	Dual Display Option for SX20	EA	\$1,282.60	\$5,130.40
4	CTS-QSC20-MIC	Performance Microphone 20	EA	\$262.55	\$1,050.20
1	CTS-EX90-K9	EX90 NPP TOUCH UI	EA	\$7,220.07	\$7,220.07
1	CON-EC4N-CTS-EX90	ESS 24X7X4 EX90 BASE SYS INCLUDING NPP OPTION	EA	\$1,760.35	\$1,760.35
1	LIC-EX90-DD	EX 90 Dual Display Option	EA	\$1,234.20	\$1,234.20
1	L-VCS-FINDME	Order L-VCS-PAK for E-dlvry of VCS FindMe application	EA	\$5,991.48	\$5,991.48
2	CON-ECDN-LVCFNDME	ESS WITH 8x5xNBD Video Communication Svr - Findme Ap	EA	\$0.00	\$0.00
Florida State Contract: 730-000-09-1					
Voice					
Std CUWL License					
20	L-ANLG-DEV-UWL	ALOG NON-APP DEV ADD-ON UWL	EA	\$17.94	\$358.80
20	CON-ESW-DEVUWL	ESSENTIAL S/W ANLG-DEV-UWL	EA	\$0.95	\$19.00
20	UCSS-U-ANLG-1-1	UCSS for Analog Devices - 1 User. 1Year	EA	\$1.35	\$27.00

Quote
No.: 8470
Date: 6/1/2012

Quantity	Item ID	Description	UOM	Sell	Total
840	L-CUCM-UWL	UNIFIED COMM MGR UWL DLU BDL	EA	\$0.00	\$0.00
1	CON-ESW-SSLEDA	ESSENTIAL SW Services Mapping SKU, Under 1K UWL STD	EA	\$19.95	\$19.95
100	UCSS-U-UWL-STD-1-1	Cisco UWL STD UCSS - 1 User, 1 Year	EA	\$15.70	\$1,570.00
100	L-LIC-UWL-STD-SLED	UNIFIED WORKSPACE LIC STD 1 U GOVT EDU	EA	\$145.76	\$14,576.00
Pro CUWL					
10	L-LIC-UWL-PRO-ADD	UNIFIED WORKSPACE LIC PRO 1U ADDON	EA	\$224.25	\$2,242.50
4	L-PUB-IP-DEV-UWL	PUBLIC SPCE NON-APP PHONE ADD-ON FOR UWL	EA	\$67.28	\$269.12
4	CON-ESW-IPDEVUWL	ESSENTIAL S/W PUBLIC-IP-DEV-UWL	EA	\$3.80	\$15.20
4	UCSS-U-PUB-1-1	UCSS for Public Space Devices - 1 User 1 Year	EA	\$4.93	\$19.72
10	CON-ESW-PRO1	ESSENTIAL S/W LIC-UWL-PRO1	EA	\$26.57	\$265.70
10	UCSS-U-UWL-PRO-1-1	Cisco UWL PRO UCSS - 1 User One Year	EA	\$21.53	\$215.30
Phones and Analog					
5	VG204	CISCO VG204 ALOG VOICE GTW	EA	\$580.81	\$2,904.05
5	CON-SNT-VG204	SMARTNET 8X5XNBD SVC VG204	EA	\$0.00	\$0.00
4	CP-7937G=	CISCO IP CONFERENCE STATION 7937 GLOBAL	EA	\$625.66	\$2,502.64
4	CON-SNT-CP7937	SMARTNET 8X5XNBD SVC CP-7937G=	EA	\$0.00	\$0.00
4	CP-7937-PWR-SPL=	PWR SPLITTER FOR 7937	EA	\$26.91	\$107.64
4	CP-7937-MIC-KIT=	MIC KIT FOR 7937	EA	\$156.98	\$627.92
5	CP-6911-C-K9=	UNIFIED IP PHONE 6911 CHARCOAL STD HANDSET	EA	\$87.46	\$437.30
5	CON-SNT-CP6911CK	SMARTNET 8X5XNBD UNIFIED IP PHN 6911 CHARCOAL STD	EA	\$0.00	\$0.00
5	CP-7965G=	CISCO UNIFIED IP PHONE 7965 GETH COL SPARE	EA	\$278.07	\$1,390.35
5	CON-SNT-CP7965	SMARTNET 8X5XNBD SVC CP-7965G-CH1	EA	\$0.00	\$0.00
5	CP-7916=	7916 IP PHONE COL EXPN MOD	EA	\$233.22	\$1,166.10
5	CP-SINGLFOOTSTAND=	CISCO FOOTSTAND KIT FOR SINGLE CP-7914	EA	\$14.80	\$74.00
5	CON-SNT-CP7916	SMARTNET 8X5XNBD SVC CP-7916=	EA	\$0.00	\$0.00
5	CP-9951-CL-CAM-K9=	UNIFIED IP PHONE9951CHARC SLIM HANDSET W/ CAM	EA	\$441.77	\$2,208.85
5	CON-SNT-CP9951C1	SMARTNET 8X5XNBD UNIFIED IP ENDPOINT	EA	\$0.00	\$0.00
5	CP-7925G-A-K9=	CISCO 7925G FCC CM/CME UL REQD BATT / P/S NOT INCL	EA	\$675.00	\$3,375.00

QuoteNo.: **8470**

Date: 6/1/2012

Quantity	Item ID	Description	UOM	Sell	Total
5	CON-SNT-7925G1K	SMARTNET 8X5XNBD SVC CP-7925G-E-K9	EA	\$0.00	\$0.00
5	CP-BATT-7925G-STD=	CISCO 7925G BATT STD	EA	\$33.64	\$168.20
5	CP-PWR-7925G-NA=	CISCO 7925G P/S FOR NORTH AMERICA	EA	\$20.18	\$100.90
85	CP-7945G=	CISCO IP PHONE 7945 GETH COL SPARE	EA	\$219.77	\$18,680.45
85	CON-SNT-CP7945	SMARTNET 8X5XNBD SVC CP-7945G-CCME	EA	\$0.00	\$0.00

Your Price: \$395,834.07
Total: \$395,834.07

Prices are firm until 7/31/2012 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com

Date: 6/1/2012

Accepted by: _____

Date: _____
Disclaimer

- A) Terms are Net 30 on Approved Credit, otherwise COD
- B) Tax is not included. A 15% restocking fee applies to all returned merchandise, changed or cancelled
- C) Installation of products will be scheduled based on availability of products
- D) Expedite fees & and overnight shipping are not included, but are available



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2909

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Purchase of Real Property Located at 3826 and 3828 Frontera Circle from Javed Ashraf

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Real Property Located at 3826 and 3828 Frontera Circle from Javed Ashraf - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of two parcels of real property (totaling approximately 0.08 acres), located at 3826 and 3828 Frontera Circle, from Javed Ashraf:

- A. Authorize the purchase of two parcels of real property (totaling approximately 0.08 acres) from Javed Ashraf for the negotiated amount of \$15,000 for each parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;
- B. Approve the Contract for Sale and Purchase for the acquisition of two parcels of real property (totaling approximately 0.08 acres), located at 3826 and 3828 Frontera Circle; and
- C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property, without further action of the Board.

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

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to slum conditions and severe blight. Escambia County has conducted multiple refuse 'clean-sweeps' through the neighborhood. There have been numerous code violations with current outstanding liens, and the neighborhood is a focal point for rampant illegal activities. Meeting in regular session on August 18, 2011, the Board approved, as part of a Community Revitalization Plan, a Recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within this neighborhood. The two parcels specified within this Recommendation are part of this plan.

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to slum conditions and severe blight. Escambia County has conducted multiple refuse "clean-sweeps" through the neighborhood, there have been numerous code violations with current outstanding liens, and the neighborhood is a focal point for rampant illegal activities. Meeting in regular session on August 18, 2011, the Board approved, as part of a Community Revitalization Plan, a recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within this neighborhood. The two parcels specified within this recommendation are part of this plan.

Mr. Javed Ashraf owns the two parcels listed above; he has indicated that he would be interested in selling both. Each property is approximately 0.04 acres, has a townhouse structure located on it, and is currently assessed at \$19,463 according to the Escambia County Property Appraiser's Roll. Staff entered into negotiations with the owner, who has indicated that he would be amenable to accepting \$15,000 for each property, subject to the terms and conditions contained in the Contract for Sale and Purchase. Staff considers this a reasonable request and is seeking Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funds for this project are available in Community Redevelopment Agency Fund 151 / Cost Center 220515 CRA Brownsville / Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of these properties. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 28, 2012.

PERSONNEL:

All work associated with this request is in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Purchase

Acquisition Checklist

Parcel Information 3826 Frontera Circle

Parcel Information 3828 Frontera Circle

BCC Action 08/18/2011

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **JAVED ASHRAF**, whose address is 4702 Diamond Springs Drive, Missouri City, Texas 77459 ("Seller"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Thirty Thousand Dollars (\$30,000.00), 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 AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

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

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Javed Ashraf
4702 Diamond Springs Drive
Missouri City, Texas 77459

WITH A COPY TO:

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

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

SELLER:

Witness

Heena M. Singora
Print Name

Javed Ashraf
JAVED ASHRAF

Diana M. Simpson
Witness

Juletta Palyan
Print Name

Date: 6/26/12

Juletta Palyan
STATE OF FLORIDA Texas

COUNTY OF ESCAMBIA Morris

The foregoing instrument was acknowledged before me this 26 day of June, 2012, by Javed Ashraf, who () is personally known to me, () produced current Drivers license as identification.

Jennifer Pineda
Signature of Notary Public
Jennifer Pineda
Printed Name of Notary Public

(Notary Seal)



This document approved as to form and legal sufficiency.
By Schist
Title Asst. County Attorney
Date June 28, 2012

EXHIBIT A

LEGAL DESCRIPTION: (O.R. BOOK 4500, PAGE 0868)

LOT 30 AND LOT 31, BLOCK "C", WHISPERING OAKS, SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Ashraf Property / 3826 Frontera Circle / Parcel: 34-2S-30-0295-030-003/ Account: 070544415

County Administrator (or designee) - Appraisals

Appraiser (1): No Appraisal / Property valued less than \$20,000

Date of appraisal: _____

Appraised value: _____

Received by: _____

Comments: _____

Appraiser (2): Not Required

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Environmental waived / See attached e-mail from Keith Wilkins

Received by: _____

Comments: _____

Date of Phase II: N/A

Received by: _____

Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Building to be demolished / No Inspection Required

Date: _____

Comments: _____

Risk Management Department - Property Inspection

Inspected by: Building to be demolished / No Inspection Required

Date: _____

Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Keith Cabaniss

Date: 06-21-12

Comments: REVIEWED BOUNDARY SURVEY - DID NOT FIELD VERIFY.

Office of Management and Budget - Verification of Funding Source

Funding source: _____

Verified by: _____

Date: _____

Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____

Date: _____

Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Ashraf Property / 3826 Frontera Circle / Parcel: 34-2S-30-0295-030-003/ Account: 070544415

County Administrator (or designee) - Appraisals

Appraiser (1): No Appraisal / Property valued less than \$20,000

Date of appraisal: _____

Appraised value: _____

Received by: _____

Comments: _____

Appraiser (2): Not Required

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Environmental waived / See attached e-mail from Keith Wilkins

Received by: _____

Comments: _____

Date of Phase II: N/A

Received by: _____

Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Building to be demolished / No Inspection Required

Date: _____

Comments: _____

Risk Management Department - Property Inspection

Inspected by: Building to be demolished / No Inspection Required

Date: _____

Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____

Date: _____

Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: 220515 / 56101

Verified by: Susan R Holt

Date: 7/10/12

Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____

Date: _____

Comments: _____

From: KEITH T. WILKINS
Sent: Tuesday, June 14, 2011 5:27 PM
To: Glenn C. Griffith; Larry W. Goodwin
Cc: Eva A. Peterson; Tara D. Cannon; Ryan E. Ross
Subject: Re: Frontera Circle

I'm waiving the environmental unless there is evidence of a meth lab.

From: Glenn C. Griffith
To: Larry W. Goodwin
Cc: Eva A. Peterson; KEITH T. WILKINS; Tara D. Cannon; Ryan E. Ross
Sent: Tue Jun 14 17:22:37 2011
Subject: RE: Frontera Circle

Larry,

Does the County follow the checklist in a situation such as this? If so, Have we started it yet? If so, Keith is out of office for 2 weeks, so signing off on the Environmental would have to wait till he gets back.

From: KEITH T. WILKINS
Sent: Tuesday, June 14, 2011 11:08 AM
To: Glenn C. Griffith
Cc: Eva A. Peterson
Subject: FW: Frontera Circle

Git er done!

From: Ryan E. Ross
Sent: Tuesday, June 14, 2011 11:06 AM
To: Glenn C. Griffith; Sandra F Slay
Cc: Larry W. Goodwin; Eva A. Peterson; KEITH T. WILKINS; Tara D. Cannon
Subject: RE: Frontera Circle

The code enforcement special magistrate has agreed to continue the 6/28 hearing until mid-July so that we can bring this to the BCC on 7/7. Can we realistically get this done in this timeframe? What do you need from this office?

Ryan

From: Glenn C. Griffith
Sent: Tuesday, June 14, 2011 9:41 AM
To: Ryan E. Ross; Sandra F Slay
Cc: Larry W. Goodwin; Eva A. Peterson; KEITH T. WILKINS; Tara D. Cannon
Subject: RE: Frontera Circle

Yes, CRA concurs. When would the transaction be final based on this email?

ggriff

From: Ryan E. Ross
Sent: Tuesday, June 14, 2011 9:16 AM
To: Glenn C. Griffith; Sandra F Slay
Cc: Larry W. Goodwin; Eva A. Peterson; KEITH T. WILKINS; Tara D. Cannon
Subject: RE: Frontera Circle

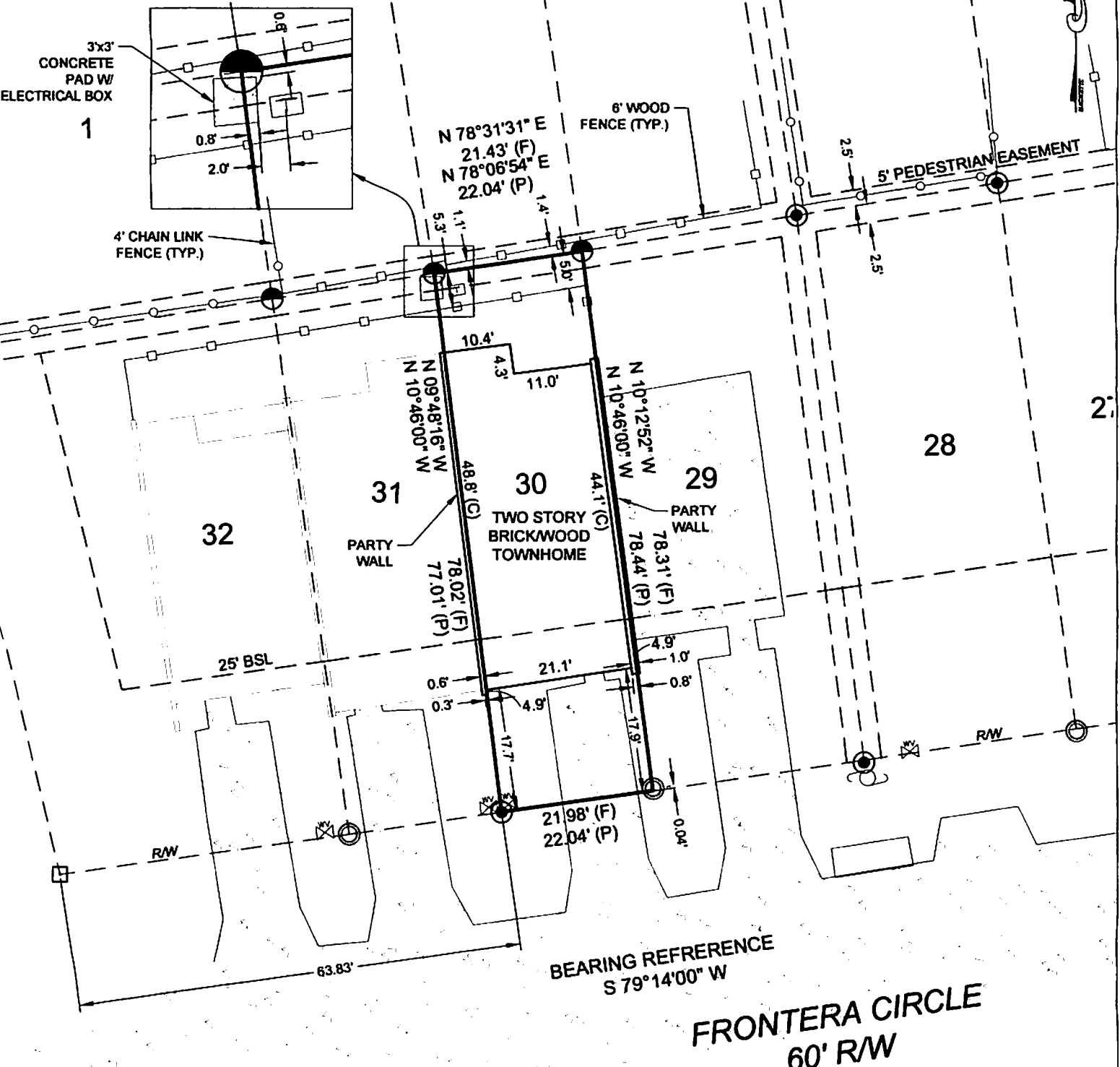


360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

BOUNDARY SURVEY WITH IMPROVEMENTS

WHISPERING OAKS
PLAT BOOK 8, PAGE 36



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

ADDRESS:
LOT 30
3826 FRONTERA CIRCLE
PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R. BOOK 4500, PAGE 0868)

LOT 30 AND LOT 31, BLOCK "C", WHISPERING OAKS, SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

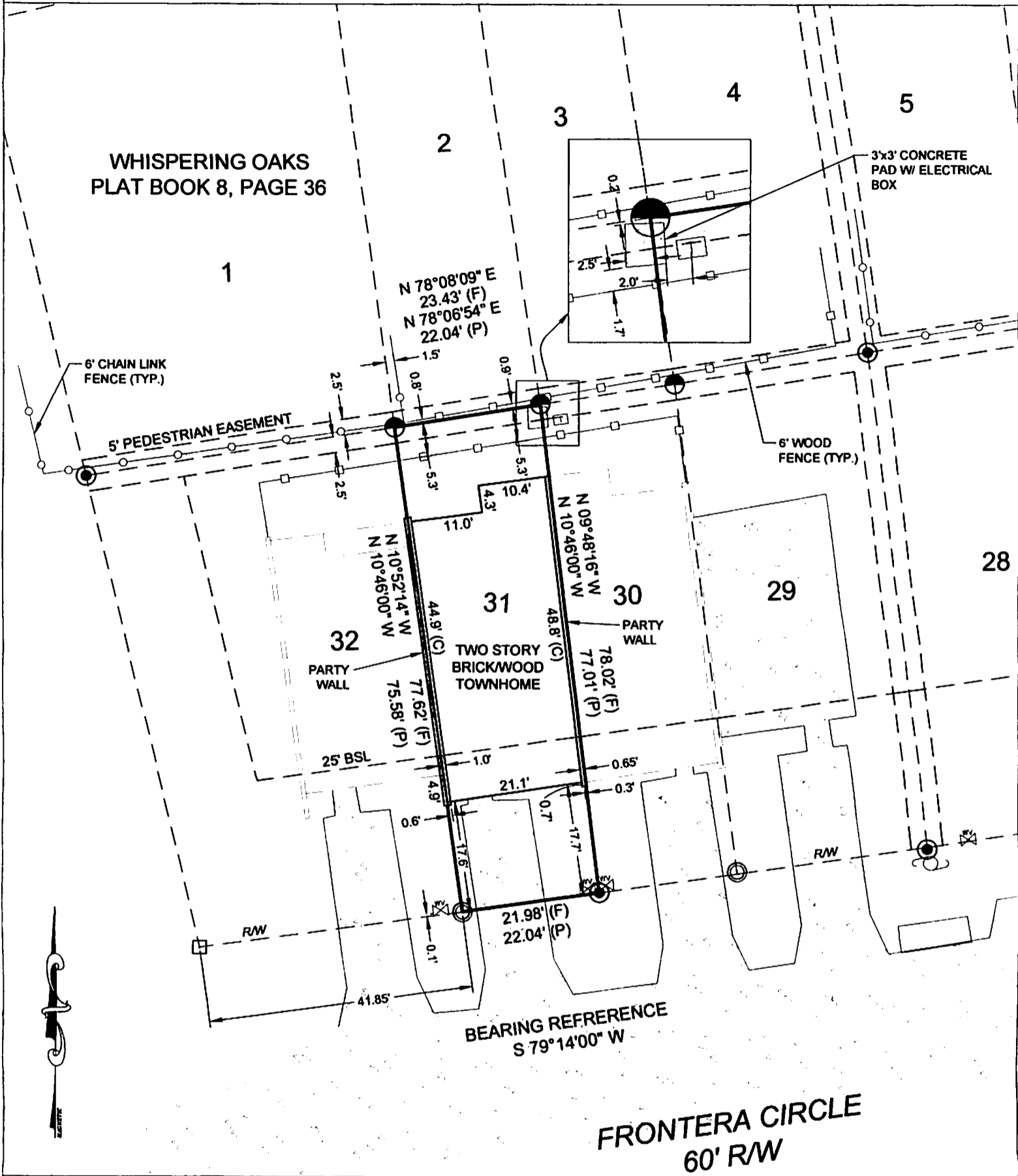
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

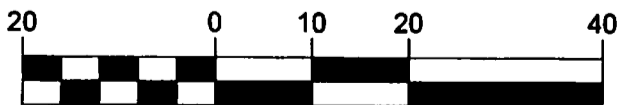
4/12/12 *new*



BOUNDARY SURVEY WITH IMPROVEMENTS



GRAPHIC SCALE



(IN FEET)
 1 INCH = 20 FT.

ADDRESS:
 LOT 31
 3828 FRONTERA CIRCLE
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R. BOOK 4500, PAGE 0868)

LOT 30 AND LOT 31, BLOCK "C", WHISPERING OAKS, SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	342S300295030003
Account:	070544415
Owners:	ASHRAF JAVED
Mail:	4702 DIAMOND SPRINGS DR MISSOURI CITY, TX 774596536
Situs:	3826 FRONTERA CIR 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$3,040
Total:	\$3,040
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1999	4500	868	\$63,000	WD	View Instr
08/1996	4225	120	\$4,400	CJ	View Instr
06/1987	2405	938	\$28,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
LOT 30 BLK C WHISPERING OAKS PB 8 P 36 OR 4500 P 868 CA 159	
Extra Features	
None	

Parcel Information

[Restore Map](#)

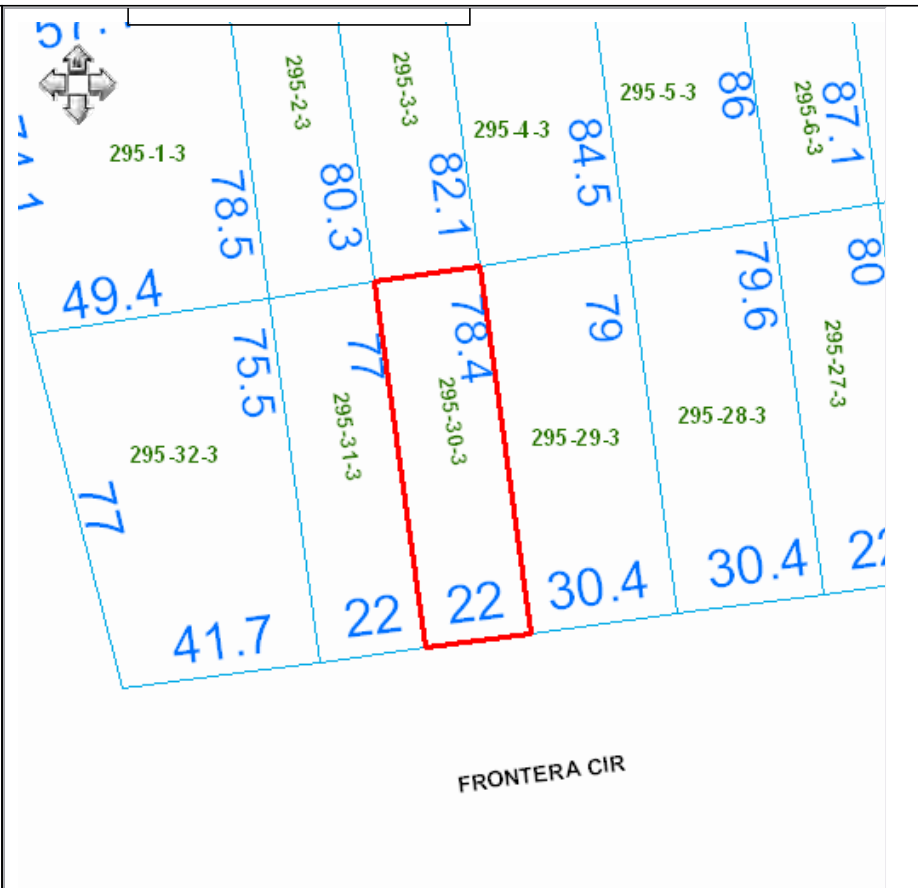
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[CA159](#)

Approx. Acreage:
0.0400

Zoned:
[R-3](#)



Buildings	
Building 1 - Address: 3826 FRONTERA CIR, Year Built: 1973, Effective Year: 1973	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-<i>SLAB ON GRADE</i> EXTERIOR WALL-<i>BRICK-FACE</i> NO. PLUMBING FIXTURES-<i>8.00</i> DWELLING UNITS-<i>1.00</i> EXTERIOR WALL-<i>SIDING-SHT.AVG.</i> ROOF FRAMING-<i>GABLE</i> ROOF COVER-<i>COMPOSITION SHG</i> INTERIOR WALL-<i>DRYWALL-PLASTER</i> NO. STORIES-<i>2.00</i> FLOOR COVER-<i>CARPET</i> DECOR/MILLWORK-<i>AVERAGE</i> HEAT/AIR-<i>CENTRAL H/AC</i> STRUCTURAL FRAME-<i>WOOD FRAME</i></p> <div style="border: 1px solid black; padding: 2px;">Areas - 1716 Total SF</div> <p>BASE AREA - <i>726</i> PATIO - <i>91</i> UPPER STORY FIN - <i>836</i> UTILITY FIN - <i>63</i></p>	
Images	



1/14/11



2/18/03

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.

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	342S300295031003
Account:	070544420
Owners:	ASHRAF JAVED
Mail:	4702 DIAMOND SPRINGS DR MISSOURI CITY, TX 774596536
Situs:	3828 FRONTERA CIR 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$16,423
Land:	\$3,040
Total:	\$19,463
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1999	4500	868	\$63,000	WD	View Instr
08/1996	4225	120	\$4,400	CJ	View Instr
02/1985	2922	791	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
LOT 31 BLK C WHISPERING OAKS PB 8 P 36 OR 4500 P 868 CA 159	
Extra Features	
None	

Parcel Information

[Restore Map](#)

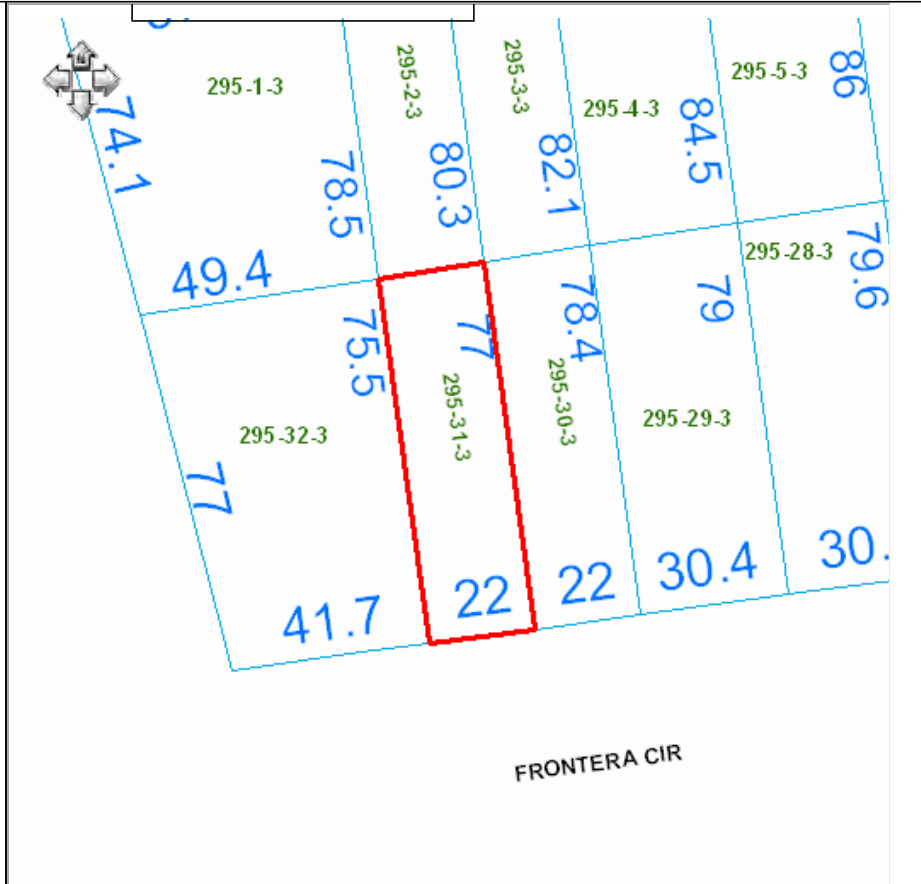
[Get Map Image](#)

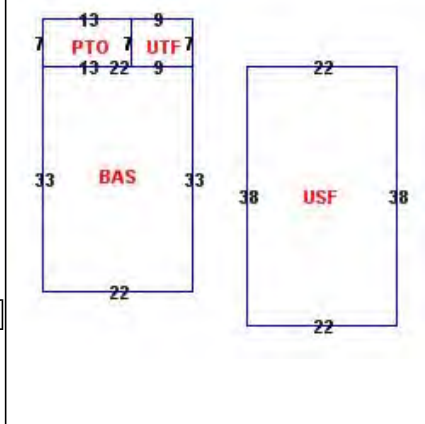
[Launch Interactive Map](#)

Section Map Id:
[CA159](#)

Approx. Acreage:
0.0400

Zoned:
[R-3](#)



Buildings	
Building 1 - Address: 3828 FRONTERA CIR, Year Built: 1973, Effective Year: 1973	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-<i>SLAB ON GRADE</i> EXTERIOR WALL-<i>BRICK-FACE</i> NO. PLUMBING FIXTURES-<i>8.00</i> DWELLING UNITS-<i>1.00</i> EXTERIOR WALL-<i>SIDING-SHT.AVG.</i> ROOF FRAMING-<i>GABLE</i> ROOF COVER-<i>COMPOSITION SHG</i> INTERIOR WALL-<i>DRYWALL-PLASTER</i> NO. STORIES-<i>2.00</i> FLOOR COVER-<i>CARPET</i> DECOR/MILLWORK-<i>AVERAGE</i> HEAT/AIR-<i>CENTRAL H/AC</i> STRUCTURAL FRAME-<i>WOOD FRAME</i></p> <div style="border: 1px solid black; padding: 2px;">Areas - 1716 Total SF</div> <p>BASE AREA - <i>726</i> PATIO - <i>91</i> UPPER STORY FIN - <i>836</i> UTILITY FIN - <i>63</i></p>	
Images	



2/18/03

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.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

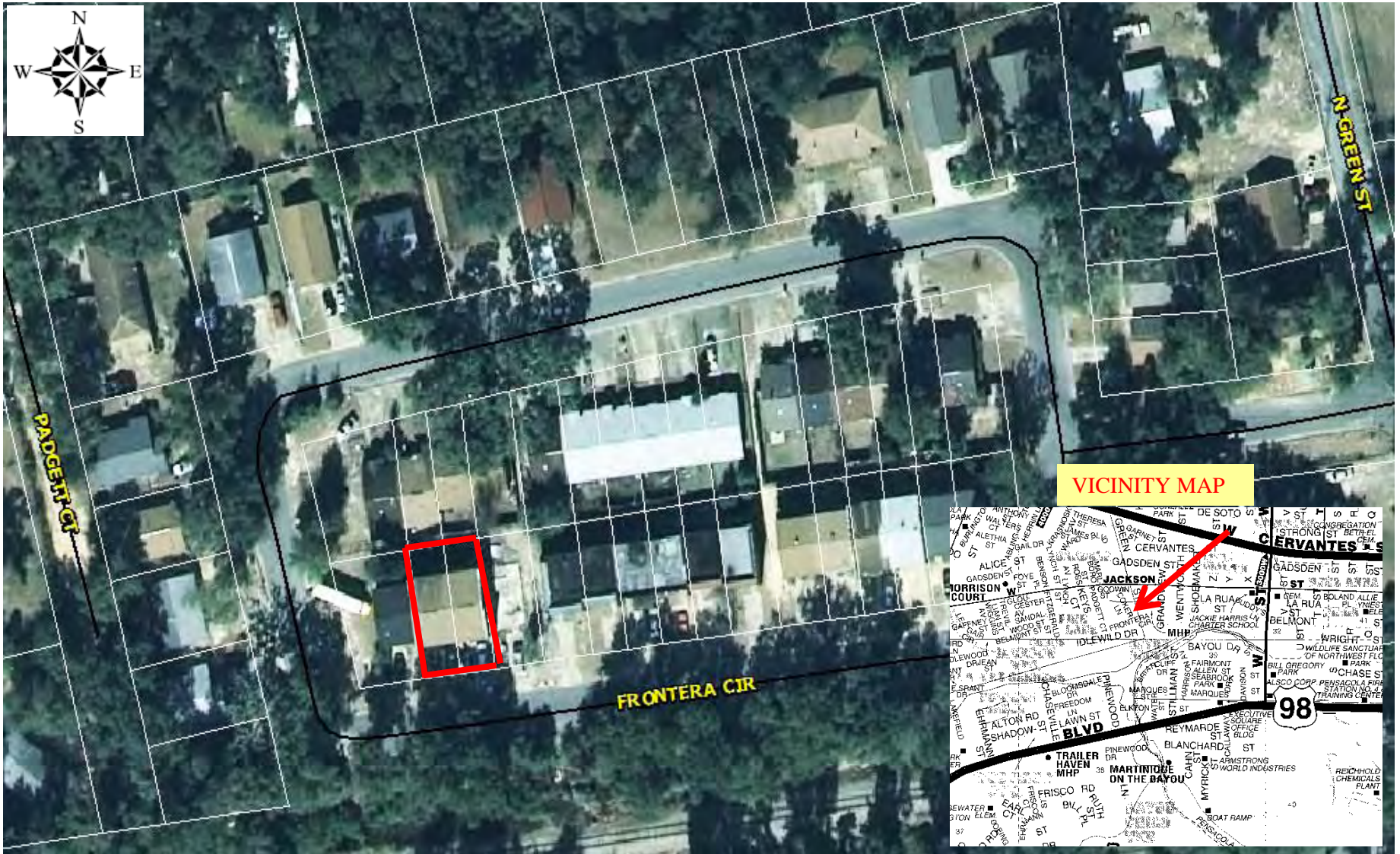
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

PURCHASE OF REAL PROPERTY 3826 AND 3828 FRONTERA CIRCLE



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 07/05/12 DISTRICT 2



3826 and 3828 Frontera Circle



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2905

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Crescent Lake Neighborhood Enhancement Plan

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Crescent Lake Neighborhood Enhancement Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Crescent Lake Neighborhood Enhancement Plan:

- A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) Policy requirements; and
- B. Approve implementation of the Neighborhood Enhancement Plan, which includes installation of traffic calming devices at the following locations:
 1. Clearwater Avenue, from Michigan Avenue to Artesian Way – 3 tables;
 2. Glass Drive, from Michigan Avenue to Rainbow Avenue – 4 tables; and
 3. Empire Drive, from Michigan Avenue to Rainbow Avenue – 3 tables.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

The Crescent Lake Neighborhood Watch Group requested that County Traffic staff resolve traffic issues within the Crescent Lake area. Residents primarily targeted the issues of speeding, cut-through traffic, and vehicles running stop signs within the subdivision. Community meetings were held with County staff and neighborhood residents to develop a proposed Neighborhood Enhancement Plan, which incorporates the installation of ten, strategically-placed traffic calming measures throughout the Crescent Lake area.

BACKGROUND:

The Crescent Lake Neighborhood Watch group requested that County Traffic staff resolve traffic issues within the Crescent Lake area. Residents primarily targeted the issues of speeding, cut-through traffic, and vehicles running stop signs within the subdivision. Community meetings were held with County staff and neighborhood residents to develop a proposed Neighborhood Enhancement Plan, which incorporates the installation of ten strategically-placed traffic calming measures throughout the Crescent Lake area.

BUDGETARY IMPACT:

The Crescent Lake Neighborhood Enhancement Plan will make use of allocated Neighborhood Enhancement Program funds for Fiscal Year 2012/2013 at a cost not to exceed \$50,000. Fund 352 "Local Option Sales Tax III", Account 210107/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Project will be managed by existing Traffic Division staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Waive existing MSBU/Traffic Calming Policy.

IMPLEMENTATION/COORDINATION:

Escambia County Pricing Agreement will be used.

Attachments

Crescent Lake NEP

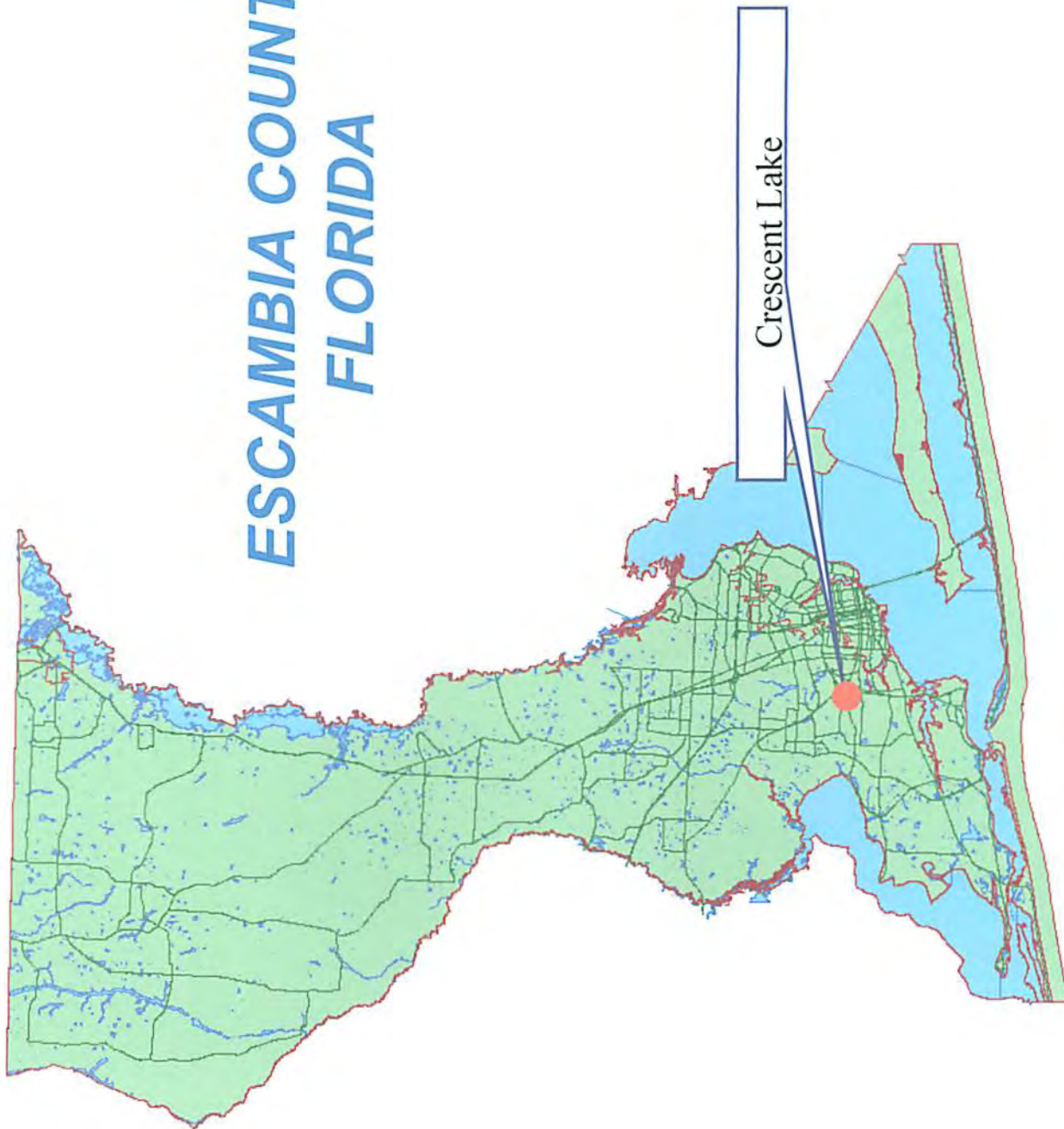
**Crescent Lake
Neighborhood
Enhancement
Plan**



ESCAMBIA COUNTY

TRANSPORTATION & TRAFFIC OPERATIONS DIVISION

ESCAMBIA COUNTY FLORIDA



Community Meeting: Traffic Calming

Explain the problem(s):

Over the past several months, the Crescent Lake Neighborhood Watch group has requested that Transportation & Traffic Operations staff resolve neighborhood traffic issues such as speeding, cut through traffic, and running stop conditions (stop signs) within the subdivision.

County representatives suggested holding community meetings in order for County staff and neighborhood residents to review and observe the neighborhood traffic plan which strategically places traffic calming measures throughout their subdivision.

- Funding for traffic calming installation is available in Fund 352 “Local Option Sales Tax III”, Account 210107/56301.**

Summary of Traffic Study

A traffic study was performed due to several complaints regarding speeding in the neighborhood. Transportation & Traffic Operations staff reviewed the results and found that traffic calming was warranted.

As a result of the investigation, staff concluded that a Neighborhood Enhancement Plan would benefit the area.

Installation Cost for Total Construction

1. Installing 10 Asphalt Tables –
approx. \$30,000.00

Recommendation For Implementation of the Neighborhood Enhancement Plan

The Board take the following action concerning the Crescent Lake Neighborhood Enhancement Plan:

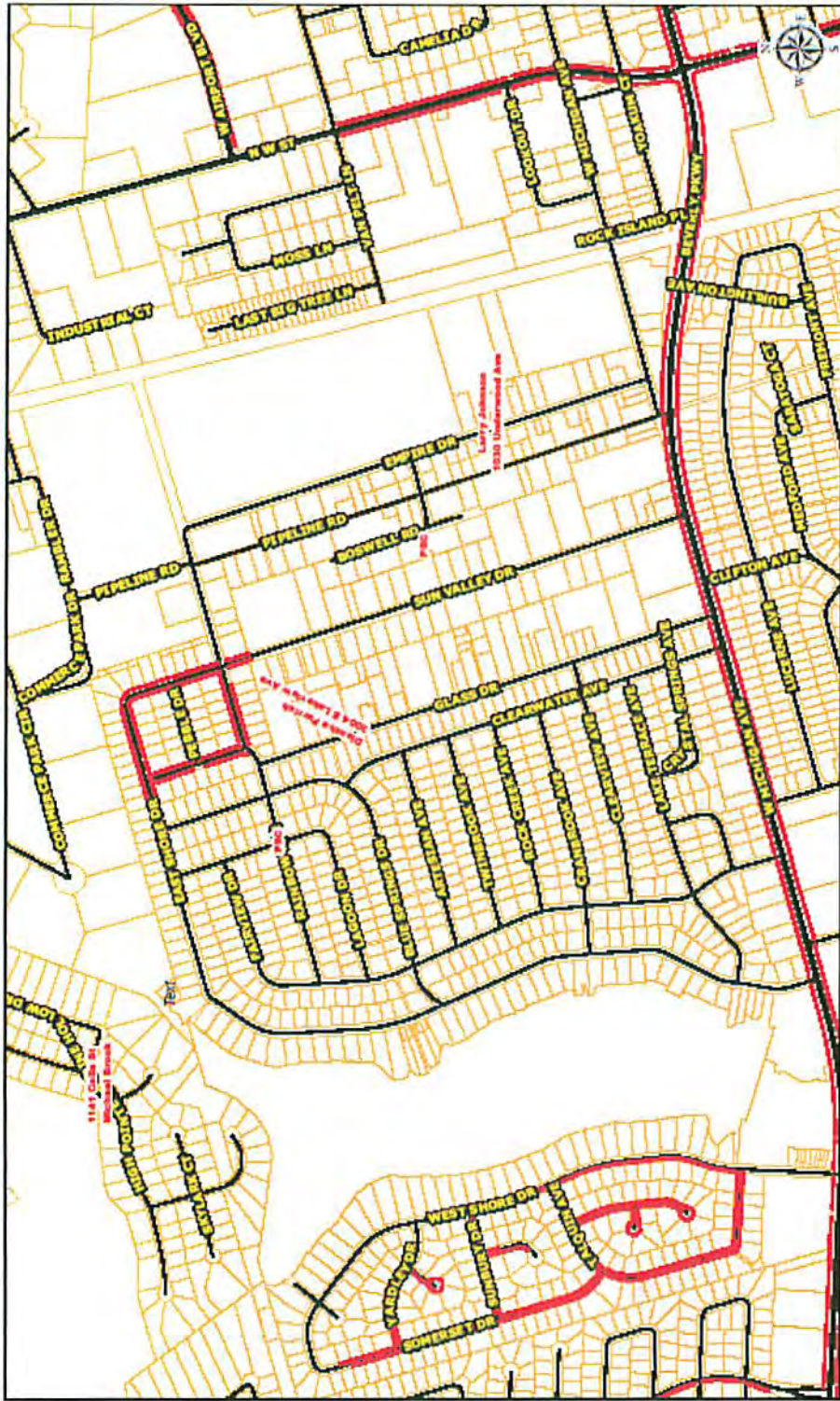
- A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) policy requirements, and
- B. Approve implementation of the Neighborhood Enhancement Plan which includes traffic calming devices at the following locations:

Clearwater Avenue from Michigan Avenue to Artesian Way – 3 tables

Glass Drive from Michigan Avenue to Rainbow Avenue - 4 tables

Empire Drive from Michigan Avenue to Rainbow Avenue - 3 tables

CRESCENT LAKE NEIGHBORHOOD



1 Inch = 673 Feet

Neighborhood Watch

Sign In Form

14 Total

Date:

04/09/12

Print Name	Address	Phone #	Email Address
✓ 1. Ken Harrison	902 ARTESIAN	438-3959	
✓ 2. Vicki Harrison	' '	"	
✓ 3. DAVID DAVIS	5603 FAIRVIEW	976-0332	
✓ 4. Kimberly D. Benjamin	6313 Fairview Dr.	cell 691-2351	benjaminblast@cox.net
✓ 5. Joyce Estridge			
✓ 6. Randi + Kenny Williams	5418 Sun Valley	791-3960	kerajj@bellsouth.net
✓ 7. ANGIE + DAVID CORBITT	5517 SUN VALLEY	776-1819	angiecorbitt@cox.net
✓ 8. MICHAEL FREEMAN	903 CRAWDOCK		
✓ 9. PETRINA WINDSOR	8119 East Shore	293-4504	l.p.windsor@bellsouth.net
✓ 10. Pat + T.W. Parish	5701 East Shore		
✓ 11. AL MCCOY	6211 EAST SHORE DR		
12.			
13.			
14.			
15.			
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22.			
23.			
24.			
25.			

ECSO Dispatch 436-9620

Neighborhood Watch

Sign In Form

Date: 5-14-17

Print Name	Address	Phone #	Email Address
1. Vicki & Ken Harrison			
2. Mike FREEMAN			
3. Jacqueline Wilson	6205 Fairview Dr.	850. 438. 6976	jacqueline.wilson.jw@gmail
4. Dale & Dana Nagel			
5. Bob McCoy	6211 EAST SHORE DR		
6. Faith Conway	911 Crystal Spas		
7. BRIAN BAILEY	5411 EAST SHORE DR.		
8. Daryl McWabb			
9. George Parulski	6106 Clearwater	469-7524	
10. BRIAN WHITE	6502 EAST SUGAR DR	982-7379	15white@gmail.com
11. DENNIS LARSON	5410 ALISS DR	469-0658	
12. Susan Diaz	6409 E Shore Dr	291-3856	50023333@gmail.com
13. Sherry Barnes	5500 East Shore		
14. Samantha Hill	902 Clearview Ave	5308731	hillwind4@cox.net
15. Erik Hawn	5533 Sun Valley	512-7325	
16. Marie Jessie Antoine Elusima	6511 Pebble Dr	850 2219436	signing up
17. Kim Benjamin	6313 Fairview Dr.	850 691-2351	benjaminblast@cox.net
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

ECSO Dispatch 436-9620

Neighborhood Watch

Sign In Form

Date: 06/11/12

Print Name	Address	Phone #	Email Address
1. David Davis			
2. Charlotte Nix	920 Lagoon Dr	850-432-4340	billshot@aol.com
3. Francis Bellard	5706 Sun Valley Dr	438-2442	
4. Sharon Potter	6007 Fairview		
5. Betty Dismore	6414 Fairview	850-438-0293	
6. Tom & Soni Sully	919 CRANBROOK RD	850-469-0614	
7. Richard Smith	6413 FAIRVIEW AVE	436-8783	DICKIE@288@GMAIL.COM
8. Rendi Williams	5418 Sun Valley Dr.	791-3906	kercu33@berkouth.net
9. Andrea Franklin	711 Blue Springs Dr		andrea0419@live.com
10. Jacqueline Wilson	10205 Fairview Dr	850-438-6976	jacqueline.wilson.jw@jrc.com
11. Wilson Robertson			County Commissioner
12. ANGIE CORBITT	5517 Sun Valley	716-1819	angiecorbitt@cox.net
13. Kim Benjamin	6313 Fairview Dr	850-10422960	kbenjaminblast@cox.net
14. Richard Simmons	6314 E. Shore Dr.	850-332-7043	cd002296@mindspring.com
15.			
16.			
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25.			

ECSO Dispatch 436-9620



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2929

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Amendment #1 to the Agreement between Escambia County and Panhandle Grading and Paving, Inc. for the Southwest Escambia County Sports Complex

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for the Southwest Escambia County Sports Complex Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for the Southwest Escambia County Sports Complex Project, Contract PD 10-11.029:

A. Approve Amendment #1 to the Agreement between Escambia County and Panhandle Grading & Paving, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 10-11.029), for the Southwest Escambia County Sports Complex Project, to revise Contract retainage provisions to stipulate that at the County's discretion, 5% of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 352, "LOST III", Cost Center 350228, Object Code 56301, Project #08PR0102 and Fund 352, "LOST III", Cost Center 350235, Object Code 56301, Project #11PR1172]

Meeting in regular session on April 21, 2011, the Board awarded the bid and Contract for PD 10-11.029, construction of the Southwest Escambia County Sports Complex ("Project") to Panhandle Grading & Paving, Inc. Following this action, the County and Panhandle Grading & Paving, Inc., mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10% retainage to be held through 100% completion of the Project. This Project is on approximately 200 acres on Bauer Road and will house multiple lighted baseball, softball, soccer, and football fields, an open play area, walking trails, playground, covered pavilions, and ample parking.

The intent of this Recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10% to 5% over the duration of the Project. The 5% retainage will then be retained through the entire Project and only released upon final completion and

acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of the contractor's work. It should also be noted that this Project is covered by a 100% Performance and Payment Bond.

BACKGROUND:

Meeting in regular session on April 21, 2011, the Board awarded the bid and contract for PD 10-11.029, construction of the Southwest Escambia County Sports Complex ("Project") to Panhandle Grading and Paving, Inc. Following this action, the County and Panhandle Grading and Paving, Inc. mutually executed the standard County Construction Agreement for completion of the Project, which provides for a 10% retainage to be held through 100% completion of the Project. This project is on approximately 200 acres on Bauer Road and will house multiple lighted baseball, softball, soccer and football fields, an open play area, walking trails, playground, covered pavilions and ample parking.

The intent of this recommendation is to allow, at the discretion of the County Contract Manager, the retainage to be reduced from 10% to 5% over the duration of the Project. The 5% retainage will then be retained through the entire Project and only released upon final completion and acceptance of the entire Project. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work. It should also be noted that this Project is covered by a 100% Performance and Payment Bond.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and Panhandle Grading and Paving, Inc., which is funded by Fund 352 "LOST III", Cost Center 350228, Object Code 56301, Project #08PR0102 and Fund 352 "LOST III", Cost Center 350235, Object Code 56301, Project #11PR1172.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment 1

Board Action

Contract with Panhandle

AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING & PAVING, INC. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS (PD 10-11.029)

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT entered into on May 11, 2011, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Panhandle Grading and Paving, Inc., a corporation authorized to transact business in the State of Florida, whose address is 2665 Solo Dos Familia, Pensacola, Florida 32534 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on May 11, 2011, the County entered into an agreement with the Contractor for to perform work in connection with PD 10-11.029, Southwest Escambia Sports Complex; and

WHEREAS, the Parties have agreed to revise Exhibit A, Section 4, Paragraph 4.5 relating to retaining payments; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit A, Section 4, Paragraph 4.5 is amended to read as follows:

County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Architect/Engineer for payment, whichever is less. At the County's discretion, five percent (5%) of the sum retained for payments may be released to Contractor prior to final completion of the Project upon approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work. Such sum The remainder shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

3. That the Parties hereby agree that all other provisions of the Agreement of that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

4. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its duly, authorized County Administrator, authorized to execute same by Board action on the ____ day of _____ 2012, and Panhandle Grading and Paving, Inc., by and through its Vice President.

This document approved as to form and legal sufficiency.

By: *Kristin Hud*
Title: ACA
Date: 7/16/12

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

Charles R. "Randy" Oliver,
County Administrator

Witness

Date: _____

CONTRACTOR:

Panhandle Grading and Paving, Inc.

Attest:

Vice President

Corporate Secretary
(Corporate Seal)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

8. See Page 20.

9. Taking the following action concerning Brownfields Services, PD 06-07.038 (funds to be budgeted for on an annual basis):

A. Awarding a Task Order-based continuing Contract to Sigma Consulting Group, Inc., per PD 06-07.038, Brownfields Services, on a "Maximum Ceiling" basis fee schedule, as follows:

Maximum Overhead – 168%

Maximum Profit – 12%

Maximum FCCM – 1.50%

Maximum Multiplier – 301.66% (providing no single item above is exceeded)

Existing Hourly Rates for each firm (based on an audited or auditable financial package)

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

10. Awarding the Contract, PD 10-11.011, ECAT (Escambia County Area Transit) Pavement Rehabilitation, for the total amount of \$165,450 for the base bid, plus Additive Alternates 2, 3, 4, and 5, to Aero Training and Rental, Inc. (Funding: Fund 320, FTA Capital Grant, Cost Center 270315).

11. Awarding a Unit Price Contract for the construction of the Southwest Escambia County Sports Complex, PD 10-11.029, to Panhandle Grading & Paving, Inc., in the amount of \$8,823,584.13 (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 350235, Object Code 56301, Project #11PR1172, *in the amount of* \$5,636,583.00; and Fund 351, LOST I, Cost Center 350233, Object Code 56301, Project #08PR0102, *in the amount of* \$3,187,001.13).

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

PANHANDLE GRADING & PAVING, INC.

**STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AND ARCHITECT**

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibit A/General Terms and Conditions	PAGE
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	9
6. Final Payment	9
7. Submittals and Substitutions	10
8. Daily Reports, As-Builts and Meetings	11
9. Contract Time and Time Extensions	12
10. Changes in the Work	13
11. Claims and Disputes	13
12. Other Work	14
13. Indemnification and Insurance	14
14. Compliance with Laws	16
15. Cleanup and Protections	17
16. Assignment	17
17. Permits, Licenses and Taxes	17
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	19

Exhibits	PAGE
20. Completion	19
21. Warranty	20
22. Tests and Inspections	20
23. Defective Work	21
24. Supervision and Superintendents	23
25. Protection of Work	23
26. Emergencies	23
27. Use of Premises	23
28. Safety	24
29. Project Meetings	24
Exhibit B/Performance and Payment Bond	25
Performance Bond	25
Payment Bond	28
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	40
Exhibit E/Form of Contract Application for Payment	42
Exhibit F/Construction Change Order	43
Exhibit G/Owner Direct Purchases (if applicable)	
Exhibit H/Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:	

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Section 02230	Clearing & Grubbing
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Section 02600	Stormwater Systems
Section 02800	Chain Link Fences & Gates
Section 02830	Backstop Netting
Section 02870	Site Furnishings
Section 02900	Grassing
Section 02922	Topsoiling
Section 02930	Planting
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Section 03300	Portland Cement Concrete
Section 04000	Traffic Control Signs

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Section 04040	Pavement Markings
Section 04060	Maintenance of Traffic
Section 04090	Construction of Traffic Signals
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Section 16050	Electrical Requirements, General
Section 16060	Grounding
Section 16070	Supporting Devices
Section 16075	Electrical Identification
Section 16120	Wires and Cables
Section 16130	Raceways and Boxes
Section 16140	Wiring Devices
Section 16270	Transformers
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Sheet No.	Sheet Description
G-100	Cover Sheet
G-002	General Notes
V-100 – V-123	Survey
C-100 – C-101	Typical Section/Typical Details
C-102 – C-102B	Project Layout
C-103	Demolition /Erosion Control Plan
C-104 – C-112	Plan and Profile Sheet
C-200 – C-205	Site Plans
C-210 – C-217	Cross Section
C-220 – C-225	Stormwater Management Facility Plans
C-600	Utility General Notes

C-601 – C-604	Utility Plans
C-610 – C-612	Utility Details
C-900 – C-902	Stormwater Details
C-910 – C-912	Stormwater Pollution Prevention Plans
W-100	Wetlands Impacts Plan
B-100 – B-102	Conspan ALBC
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S-100 – S-103	Signing and Pavement Markings
T-1 – T-7	Signalization Plan
L-100	Notes and Materials
L-101 – L-108	Hardscape Plan
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E-101 – E-102	Electrical Panel Schedules
E-200 – E-205	Electrical Site Plan
E-300	Electrical General & Keyed Notes

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND PANHANDLE GRADING & PAVING, INC. FOR
ARCHITECT/ENGINEER DESIGNED CONSTRUCTION
CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Panhandle Grading & Paving, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 10-11.029, Southwest Escambia County Sports Complex ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.**

- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.**

- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.**

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**Eight Million Eight Hundred Twenty Three Thousand Five Hundred Eighty Four Dollars
and Thirteen Cents (\$8,823,584.13)**

SECTION 4. BONDS.

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Three Hundred Thirty Five (335) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Ninety (90) consecutive calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Four Hundred Twenty Five (425) calendar days (herein "Contract Time").
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Owner Direct Purchases (if applicable)
- Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:

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E-101 – E-102	Electrical Panel Schedules
E-200 – E-205	Electrical Site Plan
E-300	Electrical General & Keyed Notes

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

**Public Works Bureau
Engineering Division
1190 W Leonard Street
Pensacola, FL 32501
Attention: Matthew R. Mooneyham, Project Manager**

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

**Panhandle Grading and Paving, Inc.
2665 Solo Dos Familias
Pensacola, FL 32534
Attn: Jerry Long, Vice President**

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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 and Panhandle Grading and Paving, Inc. signing by and through its **VICE-PRESIDENT**, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: Susan Hendrey

Witness: [Signature]

By: Charles R. Oliver 5/11/11

Charles R. "Randy" Oliver, :
County Administrator

Date: _____

CONTRACTOR:

Panhandle Grading and Paving, Inc., a Florida Corporation, authorized to do business in the State of Florida.

By: [Signature]

Donald Long

Its: Vice President

Date: 5/5/2011

ATTEST: Corporate Secretary

By: [Signature]
Secretary

(Corporate Seal)

BCC Approved: April 21, 2011

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS.

- 1.1.** It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2.** If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3.** Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4.** "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES.

- 2.1.** Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal,

handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and

materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.
- 4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Architect/Engineer for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the County.
- 4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

- 4.9. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

- 6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.**
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a video tape in VHS format showing the pre-existing conditions located within the limits of construction.**
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.**
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.**

- 7.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.

- 8.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2.** Soil conditions which adversely affect the Work;
 - 8.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6.** Description of Work being performed at the Project site;
 - 8.1.7.** Any unusual or special occurrences at the Project site;
 - 8.1.8.** Materials received at the Project site; and
 - 8.1.9.** A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract

- 8.3.** Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.4.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

- 9.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK.

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5.** County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

Section 11. CLAIMS AND DISPUTES.

- 11.1.** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of

time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

- 11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK.

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and

Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

- 13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.
- 13.9. Duty To Provide Legal Defense. The CONTRACTOR agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. 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.

Section 14. COMPLIANCE WITH LAWS.

- 14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws,

codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

Section 15. CLEANUP AND PROTECTIONS.

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT.

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

- 17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. 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.

Section 18. TERMINATION FOR DEFAULT.

- 18.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.
- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or

arising out of the Work hereunder.

- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION.

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make

such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY.

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after

receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS.

- 22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.
- 22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK.

- 23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as

directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site

and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS.

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been

caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES.

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY.

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.1.4. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.1.5. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.1.6. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

(Insert name, address, and phone number of contractor)

_____, as Principal, and

(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligee for Contract No. _____

(Insert name of project, including legal description, street address of property and

_____ general description of improvement) _____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of: PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____ as _____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our
assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____
(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)
for the purpose of _____
(Insert name of project, including legal description, street address of property and general
description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation.

He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

Witness

Witness

Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ as _____ of _____ as Surety. on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

SURETY: _____

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: _____

(Legibly Printed)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the

County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.**

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.**
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.**
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.**

- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:**

- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.**
- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on**

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
 - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
 - (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
 - (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
 - (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
 - (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
 - (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.**
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.**
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.**

CONTRACTOR:

By: _____
Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My _____ Commission _____ Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be increased/decreased by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____

Contractor

By: _____

Architect

By: _____

Owner

EXHIBIT G

SUPPLEMENTARY CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a.** the name, address, telephone number and contact person for the material supplier
- b.** manufacturer or brand, model or specification number of the item
- c.** quantity needed as estimated by Contractor
- d.** the price quoted by the supplier for the materials identified therein
- e.** any sales tax associated with such quote

- f. delivery dates as established by Contractor
- g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- h. shipping, handling and insurance costs
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
- j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

- 1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
- 1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the

Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

- 1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.
- 1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.
- 1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work
- 1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed

by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

- 1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- 1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.
- 1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.
- 1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
- 1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by

previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2937

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Group Dental Contractual Services and Claims

From: Ron O. Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Dental Contractual Services and Claims - Ron Sorrells, Human Resources Department Director

That the Board takes the following action concerning PD 02-03.61, Group Dental Contractual Services and Claims:

A. Approve extending the Delta Dental Insurance Company Contract for one year from October 1, 2012, through September 30, 2013, to provide dental insurance contractual and claims service, with no increase in administrative service fees or benefits. The annual premium amount is not to exceed \$70,000 for administrative services and \$600,000 for claims;

B. Approve Amendment #3 to the Dental Administration Services Contract between Delta Dental Insurance Company and Escambia County, which changes the verbiage to state that an employee can receive two cleanings anytime during a calendar year versus two cleanings during a year as long as they are six months apart, along with adding an additional cleaning for pregnancies; and

C. Authorize the County Administrator to sign Amendment #3.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Codes 53101 & 53401]

BACKGROUND:

The County has used Delta Dental Insurance Company for the past 12 years. They have agreed to extend the County's Contract for an additional year without an increase in the administrative fees. They have also adjusted our cleaning schedule from once every six months to twice anytime during the calendar year, which provides more flexibility for employees when getting their teeth cleaned. They have also added one additional oral exam for employees who are pregnant which will help improve the oral health of the employee during the pregnancy.

BUDGETARY IMPACT:

Financial impact will be minimal depending on the claims and the number of employees enrolled. Funds are available in Fund 501, Internal Service Fund, Cost Center 150109, Object Codes 53101 & 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed Amendment #3 to the Dental Administration Services Contract between Delta Dental Insurance Company and Escambia County, and agrees with the Contract language.

PERSONNEL:

The Human Resources Department will notify the appointing authorities (payrolls) of the extension to the Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This is an extension to the Contract approved with Delta Dental Insurance Company from Board actions dated August 21, 2003; March 20, 2006 and July 23, 2009.

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the Office of Purchasing, Clerk of the Court, and Delta Dental Insurance Company to ensure appropriate paperwork is received.

Attachments

Amendment No. 3 for Delta Dental 2012

AMENDMENT NO. 3

Group No. 01440

IT IS AGREED that the Contract effective October 1, 2003 between **DELTA DENTAL INSURANCE COMPANY** and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS** is hereby **AMENDED** effective January 1, 2013 as follows:

- APPENDICES B and C Effective October 1, 2003 are **DELETED** and **REPLACED** with the attached APPENDICES B and C Revised January 1, 2013 to change the following frequencies for Diagnostic & Preventive Benefits on a Calendar Year basis.

Note on additional benefits during pregnancy - When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each Calendar Year while the Enrollee is covered under this Contract include: one (1) additional oral exam and either one (1) additional routine cleaning or one (1) additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

LIMITATIONS

Limitations on Diagnostic and Preventive Benefits:

- Routine oral examinations and cleanings (including periodontal cleanings) are provided no more than two (2) times in any Calendar Year while the patient is an Enrollee under any Delta Dental or dental care program provided by the Contractholder. Note that periodontal cleanings are covered as a Basic Benefit and routine cleanings are covered as a Diagnostic and Preventive Benefit. See note on additional benefits during pregnancy.
- Full-mouth x-rays or panoramic x-rays will be provided by the Dentist when required, but Delta Dental will only pay for these services once every five (5) years under any Delta Dental program.
- Bitewing x-rays are provided once each Calendar Year for you and your spouse and twice in a Calendar Year for your Dependent Child Enrollees.
- Topical application of fluoride solutions is limited to Enrollees under age 19.
- Space maintainers are limited to the initial appliance only and to Enrollees under age 14.

Except as **AMENDED** all terms and provisions of the Contract shall remain unchanged.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

 Contractholder's Signature
 Charles R. "Randy" Oliver, County Administrator
 Date: _____

DELTA DENTAL INSURANCE COMPANY

Charles Jamont
 Executive Vice President / Chief Legal Officer

DEN-AMD-C

WITNESS

WITNESS

This document approved as to form and legal sufficiency.
 By: *[Signature]*
 Title: *HCA*
 Date: *7/10/12*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2939

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Flexible Benefits Plan Administrative Services

From: Ron O. Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Flexible Benefits Plan Administrative Services - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Flexible Benefits Plan Administrative Services:

A. Approve the Agreement for Group Flexible Benefits Plan with Lockard & Williams to provide Flexible Benefits Plan Administrative Services, from October 1, 2012, through September 29, 2013. The cost is reduced from \$3.85 per participant, per month, to \$3.50 per participant, per month; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: 501, Internal Service Fund, Cost Center 150107, Object Code 53101]

BACKGROUND:

Our flexible benefits administrator, EBS Atlanta, went out of business in June 2012. It was found that various public sector organizations were using Lockard and Williams as their flexible benefits plan administrator and the County received excellent feedback regarding their services. Lockard and Williams was able to get the County's flexible benefits plan program started again in less than one month after the closing of EBS Atlanta. The County is also reducing its' administrative cost by \$.35 per participant and has also eliminated the administrative fee for our employees' Health Savings Accounts.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150107, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Contract between Lockard and Williams and Escambia County, and agrees with the Contract language.

PERSONNEL:

The Human Resources Department will notify the appointing authorities (payrolls) of the extension to the Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, and other appointing authorities to ensure changes are made.

Attachments

Agreement for Group Flexible Benefits Plan 2012

AGREEMENT FOR GROUP FLEXIBLE BENEFITS PLAN

This is an agreement made this ____ day of _____, 2012, by and between **Escambia County, a political subdivision of the State of Florida**, by and through its Board of County Commissioners (Called the PLAN SPONSOR in this Agreement) and **Lockard & Williams Insurance Services, P.A.**, The Plan Service Provider (Called L&W in this Agreement).

for

Group Flexible Benefits Plan Administration

WHEREAS, the PLAN SPONSOR has established a Group Flexible Benefits Plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, plan means the Group Flexible Benefits Plan set forth in the plan document, together with any and all amendments and supplements thereto.

SECTION 2. EFFECTIVE DATE

This agreement is effective October 1, 2012, through September 30, 2013; with an option for additional years as agreed upon by both parties.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are employee benefits.

SECTION 4. L&W RESPONSIBILITIES

- (a) L&W will process initial election forms and revocation forms to initiate the process.
- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) L&W will provide a reimbursement listing to the PLAN SPONSOR for those participants that file qualified paper claims for reimbursement. This file will identify all data pertaining to each reimbursement cycle such as employee name, social security number, check amount and benefit account drawn from. This file will be delivered to the PLAN SPONSOR in a time frame agreed upon by both parties.
- (d) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (e) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
- (f) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W.

- (g) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.
- (h) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (i) L&W will make any amendments necessary to the plan document and summary plan description.
- (j) L&W will provide each participant with a statement of account at a minimum of two times per plan year. We will also attach a memo with the final statement of each plan year for those employees that have a balance remaining in the flexible spending account.
- (k) L&W will provide an annual forfeiture report to the PLAN SPONSOR.
- (l) L&W will provide and initiate any amendments to the plan document or summary plan description that may become necessary during the plan year. This will be done at no charge to the Plan Sponsor.
- (m) L&W will make VISA DEBIT CARDS available to those employees that request a card. These cards will be available for use at qualified merchants for qualified expenses as directed by the Internal Revenue Service.

SECTION 5. PLAN SPONSOR RESPONSIBILITIES

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement. In the case where L&W does not issue reimbursement checks the PLAN SPONSOR WILL issue the reimbursement check to the participant at an agreed upon schedule by both parties.
- (d) The PLAN SPONSOR will establish a reimbursement account through a bank of their choice for the purpose of providing reimbursements to the participants of this plan.

SECTION 6. L&W LIABILITY

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

SECTION 7. PLAN SPONSOR LIABILITY

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

SECTION 8. REIMBURSEMENT OF L&W

Approximately by the 5th of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Plan Education/Enrollment/Start up fees will be billed at no cost for the initial plan year and each year thereafter.
- (2) There will be a fee of \$1.00 per month for those employees that elect to receive a VISA Debit Card with their Flexible Spending Account. This fee can be paid by the participant or by the Plan Sponsor. Should an employee request additional VISA Debit Cards there is no added charge for the additional cards.
- (3) Our Monthly fee for administration of The Board of County Commissioners Flexible Benefits Plan is \$3.50 per participant per month. Should an employee participate in more than one of the eligible spending accounts the fee will remain at just \$3.50 per month.

SECTION 9. CONTRACT SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 10. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

SECTION 11. CONTRACT COMPLIANCE - NONWAIVER

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

SECTION 12. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

SECTION 13. AMENDMENT

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

SECTION 14. TERMINATION

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than one hundred (100) days prior to the date of the termination by L&W and no

- less than thirty (30) days prior to the date of the termination by the PLAN SPONSOR. If due to a rate increase the notice of termination would be a minimum of 100 days.
- (b) This agreement will terminate automatically and immediately as of the date:
 - (1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or
 - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
 - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
 - (4) The plan or the plan benefits subject to this agreement are terminated or
 - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
 - (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
 - (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
 - (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
 - (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

SECTION 15. 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.

SECTION 16. PUBLIC RECORDS

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

SECTION 17. 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 PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, P.A.

By: _____

Title: _____

Date: _____

Board of County Commissioners
Escambia County, Florida

By: _____
Charles R. "Randy" Oliver

Title: County Administrator

Date: _____

Witness: _____

Witness: _____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACT
Date: 12/13/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2940

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Group Medical, Life, and Disability Insurance

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance, Long Term Disability Insurance, and Life Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Award a Contract to Blue Cross and Blue Shield of Florida, Inc., for one year, from October 1, 2012, to September 30, 2013, to provide health insurance coverage, in the form of plans Blue Option 1352, Blue Option 1552, Health Saving Accounts (HSA), and Blue Medicare, and Group Rx for retirees who are Medicare-eligible;

B. Approve the employee and retiree health insurance premiums. Attachment 1 shows premiums reflecting a \$20 discount for employees who do not smoke; Attachment 2 shows the health insurance premiums for the County's retirees; retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

C. Authorize staff to deposit \$600 into the HSA account of each employee who elects the HSA coverage and pay a one-time start-up fee of \$22 for each new employee who enrolls in the HSA; the \$600 deposit will assist the employee in paying the higher deductible (\$2,100 or \$4,200); the deposit will be reviewed each year at renewal time; the cost is included in the total cost estimate;

D. Approve the Disability Insurance Renewal letter for an extension with Madison National Life Insurance (Madison National Life Insurance is the carrier and National Insurance Services administers the plan) for Voluntary Long Term Disability Insurance at the current rate until October 1, 2014;

E. Approve a one-year extension with The Standard Insurance Company with no premium increase until September 30, 2013; and

F. Authorize the County Administrator to sign the Employer Application, the 2012 Medicare Renewal Contract for Blue Cross Blue Shield of Florida, and the National Insurance Services letter of renewal.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108 (Medical) 150110 (Life), Object Code 54501]

BACKGROUND:

Based on our demographic data and claims versus premiums experience, Blue Cross and Blue Shield of Florida offered a 3.5% increase to our health insurance cost, with no changes to our present health insurance plans. The estimated cost, including the increase, is \$14,869,464. Due to CMS (Medicare), Blue Cross and Blue Shield of Florida retired the Group Medicare Supplement Plan F on December 31, 2011. Retirees who were enrolled in the plan prior to December 31, 2011 were allowed to remain in the plan. The County will offer the other existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare-eligible.

Through our claims history for both our long term disability and life insurance, the County was able to receive an extension on both plans without an increase in premiums.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund Cost Center 150108 (Medical) 150110 (Life), Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, HRIS (Human Resources Information System) and work with Blue Cross Blue Shield of Florida to ensure changes are made in the respected systems. The Human Resources Department will also contact both National Insurance Services and The Standard Insurance Company of our intention to extend our Contracts accordingly.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A voucher will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS and the other appointing authorities to ensure all changes are made.

Attachments

Group Medical Life and LTD Documentation July 2012



Premium Breakdown (Smoking Discount) Health Care Monthly Rates for October 2012 – September 2013

	Total Premium 1352	County Portion Non-Smoker BO 1352	County Portion Smoker BO 1352	EE Cost Non-Smoker BO 1352	EE Cost Smoker BO 1352	Health Premium BO 1552	County Portion Non-Smoker BO 1552	County Portion Smoker BO 1552	EE Cost Non-Smoker BO 1552	EE Cost Smoker BO 1552
Employee	\$527.99	\$497.86	\$477.86	\$30.00	\$50.00	\$574.01	\$504.01	\$484.01	\$70.00	\$90.00
Employee & Spouse	\$1,224.56	\$1025.30	\$1005.30	\$199.26	\$219.26	\$1,330.40	\$1,039.40	\$1,019.40	\$291.00	\$311.00
Employee & Children	\$1,174.79	\$996.57	\$976.57	\$178.22	\$198.22	\$1,296.32	\$1,012.80	\$992.80	\$283.52	\$303.52
Employee & Family	\$1,690.20	\$1,443.72	\$1,423.72	\$246.48	\$266.48	\$1,880.33	\$1,469.07	\$1,449.07	\$411.26	\$431.26

	Premium HSA 1168/1169	*HSA \$600/yr	**Setup Fee	Total Premium HSA	County Portion HSA for Non-Smokers	County Portion HSA for Smokers	EE Cost HSA 1168/1169 for Non-Smokers	EE Cost HSA 1168/1169 for Smokers
Employee	\$429.06	\$50.00	\$1.67	\$480.73	\$480.73	\$460.73	\$0.00	\$20.00
Employee & Spouse	\$1017.81	\$50.00	\$1.67	\$1,072.48	\$977.54	\$957.54	\$94.94	\$114.94
Employee & Children	\$916.36	\$50.00	\$1.67	\$971.03	\$884.97	\$864.97	\$86.06	\$106.06
Employee & Family	\$1322.21	\$50.00	\$1.67	\$1,376.88	\$1,255.26	\$1,235.26	\$121.62	\$141.62

Dental Costs and Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45.48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

Vision Care Premiums	Premiums
Employee	\$7.30
Employee & Spouse	\$14.60
Employee & Children	\$13.87
Employee & Family	\$21.87

*The county pays HSA and the \$50 represents the monthly cost. The County or the appointing authority pay the \$600 upfront at the beginning of the plan year.

** Setup fee is only for new accounts and it is a one-time fee of \$20.00 paid by the appointing authority.

- Any employee waiving the county-sponsored health insurance will receive \$10,000 in additional life insurance coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll the HIR plan (health insurance replacement) and receive a \$12.98 per month discount on their dental premium. Enrollment through Kronos Self Service is required each open enrollment.

Health Insurance Premiums for Retirees

October 2012 – September 2013

Retiree - Non-Medicare	PPO 1352 Premiums	PPO 1552 Premiums
Retiree	\$527.19	\$572.97
Retiree & Spouse	\$1,221.70	\$1,326.24
Retiree & Children	\$1,172.23	\$1,292.27
Retiree & Family	\$1,686.68	\$1,874.46

Retiree - Medicare	PPO 1352 Premiums	PPO 1552 Premiums	*BlueMed PPO Premium	BlueMed Pharmacy Coverage Only
Retiree or Spouse	\$527.19	\$572.97	\$314.70	\$161.67
Retiree & Spouse	\$1,221.70	\$1,326.24		
Retiree & Children	\$1,172.23	\$1,292.27		
Retiree & Family	\$1,686.68	\$1,874.46		

Premium rates for BlueMedicare Group Supplement Plan F will end 12/31/2012

Dental Insurance Premiums for Retirees

	Low Option	High Option
Retiree	\$22.90	\$26.25
Retiree & Spouse	\$39.62	\$45.45
Retiree & Children	\$39.66	\$45.48
Retiree & Family	\$61.89	\$70.34

***To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.**

*** Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare-eligible, can still elect either BlueMed PPO or the Rx Plan and the spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552).**

March 26, 2012

John Weber
ESCAMBIA COUNTY
221 Palafox Place, Suite 200
Pensacola, FL 32502

REFERENCE: Disability Insurance Renewal

Dear Mr. Weber:

This letter is to confirm your **October 1, 2012**, Disability Insurance renewal. Please be advised that we will be renewing your policy at the **CURRENT RATE**. This rate will be guaranteed until **October 1, 2014**.

Please complete the bottom portion and return as indication of your acceptance of the renewal.

It is always a pleasure doing business with you. Please feel free to call me for any questions or assistance that you may require in the future.

Sincerely,
NATIONAL INSURANCE SERVICES



Denise Yanny
Client Relations

The Disability Insurance renewal as outlined above is accepted.

Charles R. "Randy" Oliver
County Administrator

Date

WITNESS

WITNESS

This document approved as to form and legal sufficiency.

By: 

Title: HCA

Date: 7/11/12



TheStandardSM

March 1, 2012

Escambia County Board of County Commissioners
Attn: Mr. John Weber
213 Palafox Place
Ste 213
Pensacola FL 32502

Group Number 647336

Thank you for allowing Standard Insurance Company to provide quality products to support your employees' insurance needs. We are pleased to renew your policy with continued coverage and services.

We have carefully reviewed the current composition of your organization, evaluating age, occupation, gender and salary of your insured employees. Based upon this review and application of rate factors appropriate for your industry classification, we are renewing your policy at existing premium rates as indicated in the chart below. These rates are guaranteed until October 1, 2013.

<i>Insurance Coverage</i>	<i>Through 09/30/12</i>	<i>Effective 10/01/12</i>
Basic Term Life	\$0.22 Per \$1000 of Benefit	\$0.22 Per \$1000 of Benefit
Basic AD&D	\$0.03 Per \$1000 of Benefit	\$0.03 Per \$1000 of Benefit
Additional Term Life	Rate Varies	Rate Varies, no change
Additional AD&D	\$0.03 Per \$1000 of Benefit	\$0.03 Per \$1000 of Benefit
Additional Spouse Life	Rate Varies	Rate Varies, no change
Additional Spouse AD&D	\$0.03 Per Thousand	\$0.03 Per Thousand
Additional Child Life	\$0.96 Per Member, Elective	\$0.96 Per Member, Elective
Additional Child AD&D	\$0.04 Per Member, Elective	\$0.04 Per Member, Elective
Sp & Ch Dependents Life	\$1.49 Per Member, Elective	\$1.49 Per Member, Elective

If you have any questions about your rates or our review process, the Tampa Employee Benefits Sales and Service Office at (800) 325-5757 is available to serve your needs. We value your business and welcome the opportunity to provide continued assistance to you.

Sincerely yours,
Kristen Hillier
Midmarket Underwriting
Employee Benefits Division
Standard Insurance Company

cc: **L B BRYAN AND COMPANY**
Tampa Employee Benefits Sales and Service Office

Standard Insurance Company
4350 W Cypress Street, Suite 920
Tampa FL 33607-4179
tel 813 879 2900 800.325.5757
fax 813 879 2431



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2924

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Commercial Sign Grant Funding Agreement for 847 North Navy Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Funding Agreement for 847 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 26, 2012, 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 Funding Agreement for the property located at 847 North Navy Boulevard:

A. Approving the Commercial Sign Grant Funding Agreement between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$945, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for repainting the overhang and sign pole; and

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

BACKGROUND:

On July 26, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Tzy-Yn Hua. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the NEFI 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, 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:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in conjunction with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

847 N Navy Blvd Sign Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 26th day of July 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Tzy-Yn Hua, (the "Recipient"), owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, 32507.

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 **\$945**, 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 **\$945**, which shall be comprised of a cash contribution of **\$945**.
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 **26th** day of **July 2012**, and the Project shall be complete on or before the **26th** day of **October 2012**, (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:

<u>County:</u> Clara Long, Urban Planner, CRA Community & Environment Department 221 Palafox Place, Suite 305 Pensacola, Florida 32505	<u>Recipient:</u> Tzy-Yn Hua 847 North Navy Boulevard 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.

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.

This document approved as to form and legal sufficiency.

By: Kristin Hua
Title: ACH
Date: 6/28/12

For: **Escambia County Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

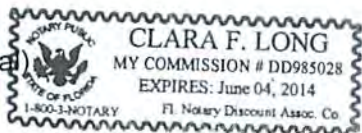
(SEAL)

For Recipient: _____
Tzy-Yn Hua
Tzy-Yn Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June 2012 by Tzy-Yn Hua, Property Owner. He/She () is personally known to me or () has produced FLCIC H000... 62... 0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: Tzy-Yn Hua
Property Address: 847 North Navy Boulevard, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Repainting the overhang and sign pole.

**This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502**



WOODSHED
GRILL & BREW PUB

'NO CRAP ON TAP'

FRI POPCORN SHRIM

\$8.89 - AYCE

AYCD \$9 KARAOKE



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2928

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Commercial Facade Grant Funding and Lien Agreements for 847 North Navy Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 847 North Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following July 26, 2012, 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 Facade Grant Funding and Lien Agreements for the property located at 847 North Navy Boulevard:

- A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,261, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior and replacing a wooden door; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On July 26, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Tzy-Yn Hua. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environmental Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

847 North Navy Blvd Facade Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 26th day of July 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Tzy-Yn Hua, (the "Recipient"), owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure 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 Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$6,261**, 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 **\$6,261**, which shall be comprised of a cash contribution of **\$6,261**.
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 **26th** day of **July 2012**, and the Project shall be complete on or before the **26th** day of **October 2012**, (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 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:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Ste 305
Pensacola, Florida 32505

Recipient:

Tzy-Yn Hua
847 North Navy Boulevard
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.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 6/28/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

For Recipient: [Signature]

Tzy-Yn Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June 2012 by Tzy-Yn Hua, Property Owner. He/She () is personally known to me or () has produced PL Lic. H000-62...0 as identification.

(Notary Seal) 

[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Tzy-Yn Hua**
Property Address: **847 North Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Painting the exterior of the building and replacing the wooden door.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Tzy-Yn Hua</u>	<u>847 North Navy Boulevard Pensacola, Florida 32507</u>	<u>52-2S-30-2000-000-003</u>

Total Amount of Lien **\$6,261**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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 **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

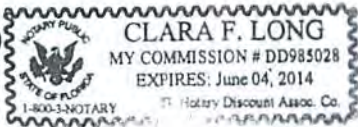
For Recipient:

Tzy-Yn Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June, 2012 by Tzy-Yn Hua, Property Owner. He/She () is personally known to me or () has produced FLIC Hood... 62... as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 6/28/12

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1315

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Change Order to PO# 291405-16 Cameron-Cole - 603 West Romana Street

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Cameron-Cole for 603 West Romana Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #16, to install 12 to 17 In-situ Bioreactors (ISBR), relating to the Contamination Remediation System at the former Escambia County Mosquito Control Facility at 603 Romana Street, as specified in the Remedial Action Plan related to the Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection.

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$85,876.29
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street
Contract:	PD 06-07.038
PO No.:	291405-16
CO No.:	16
Original Award Amount:	\$59,218.82
Cumulative Amount of Change Orders through CO #16	\$643,115.57
New Contract Total:	\$702,334.39

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI), 2007 CDBG, Cost Center 220555, Object Code 53101, in the amount of \$43,407.11, and NEFI 2011 CDBG, Cost Center 220439, Object Code 53101, in the amount of \$42,469.18]

BACKGROUND:

Since September 15, 2005, the County has been involved with the environmental site assessment and remediation of soil and groundwater contamination at the County's Former Mosquito Control and Rodent Control Facility, 603 West Romana Street. This cleanup is being conducted according to a Brownfield Site Rehabilitation Agreement (BSRA) that the County entered into with the Florida Department of Environmental Protection in December 2007. The County must now execute the cleanup process as directed in the BSRA. This Change Order is for funding of the installation of the final components of the third phase of the remediation system. Contamination remediation projects are dynamic by virtue of the unknown extent of contamination. As such, it has been necessary to request multiple change orders to the existing purchase order as circumstances dictate.

BUDGETARY IMPACT:

Funding will be provided through Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI), 2007 CDBG Cost Center 220555 Object Code 53101, in the amount of \$43,407.11, and NEFI 2011 CDBG Cost Center 220439 Object Code 53101, in the amount of \$42,469.18.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration necessary.

PERSONNEL:

There is no additional personnel impact at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for Purchasing.

IMPLEMENTATION/COORDINATION:

Community & Environment/Community Redevelopment Agency (CED/CRA) will handle all implementation tasks.

Attachments

CO 16 Project Budget



June 13, 2012

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County
Community & Environment Department
221 South Palafox Street, Suite 305
Pensacola, Florida 32502

**RE: Phase II ISBR Deployment
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001**

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following cost estimate and proposal to deploy an additional 12 in situ bioreactors (ISBRs) at the above referenced facility. The approved Remedial Action Plan (RAP) prepared for the facility specified a phased approach for site remediation. The first phase was source removal which consisted of excavation and off-site disposal of the most highly contaminated areas on-site and that was completed last June. The second phase included installation of a biosparging (BS) system to mitigate off-site migration of dissolved constituents of concern and that was completed last Fall. The third phase consists of deployment of the full-scale ISBR system. This proposal includes costs for the purchase of capital equipment and deployment of 12 of the 17 ISBRs specified in the approved RAP. Cameron-Cole does not propose to install the five ISBRs that are to be located in the previously excavated area, until additional data is collected to determine the impact of the source removal activities on groundwater quality in that area. Proposed activities include deployment of 12 additional ISBRs, installation of well vaults, associated air and nutrient conveyance piping, and control hardware. The three existing Pilot Test ISBRs will also be retrofitted with flush-mounted vaults and underground conveyance piping.

ISBR Installation

Cameron-Cole personnel will obtain all necessary piping, hardware, and materials to connect the existing ISBR wells to the treatment system. Flush-mounted vaults will be installed at each of the 15 ISBR wellheads and trench work to install underground conveyance piping will be completed as necessary to connect the ISBR wells to the equipment compound. Cameron-Cole will then coordinate the deployment and inoculation of the ISBRs and associated media with the ISBR subcontractor. Upon completion of the piping and wellhead connections, Cameron-Cole will wet test the system to ensure proper functionality

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

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prior to startup. At startup, the air and nutrient flows to the ISBRs will be checked, monitored, and verified at each ISBR. The system will be activated and closely monitored for three days. The system air injection rates and nutrient injection rates will be balanced and set to operate in accordance with design specifications.


Project Management, As-Built Drawings, and Reporting

Cameron-Cole proposes to document completion of the above described activities in the next quarterly system operation and maintenance report. The report will be supplemented to include expanded tables and an updated set of As-Built drawings, certified by a Florida-registered professional engineer..

The above scope of services is based upon Cameron-Cole's best understanding of the work to be performed. Contingent costs and tasks outside our standard courtesy responses such as additional meetings with clients, attorneys, insurance companies, etc.; lengthy follow-up discussions; major revisions to reports; or confirmation letters to outside parties will be billed on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule. Subcontract items will be billed at cost plus 10%.

Cameron-Cole will perform the work on a lump sum basis in accordance with the terms and conditions specified in Master Services Agreement PD 07-08.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services for the Escambia County Brownfields Program, executed April 9, 2008 and the attached rate schedule. We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact us at (850) 434-1011.

Sincerely,


David L. Cochran, P.E.
Senior Engineer


John H. Bondurant
Managing Partner

Attachment



Cameron-Cole

Project Budget
Former Escambia County Mosquito Control
Phase II ISBR Deployment

ISBR System Installation

Professional Services.....	\$ 24,920.00
ISBR Subcontractor.....	\$ 33,800.80
Materials and Equipment Rentals.....	\$ 19,026.24
Indirects @ 3%.....	\$ 2,332.41
Subtotal.....	\$ 80,079.45

System Startup and Calibration

Professional Services.....	\$ 3,520.00
Materials and Equipment Rentals.....	\$ 150.00
Indirects @ 3%.....	\$ 110.10
Subtotal.....	\$ 3,780.10

Update As-Built Drawings and Reporting

Professional Services.....	\$ 1,958.00
Indirects @ 3%.....	\$ 58.74
Subtotal.....	\$ 2,016.74
Total Cost Estimate.....	\$ 85,876.29

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2885

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Federally-Funded Subgrant Agreement #12-DS-40-01-27-01-XXX

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management Federally-Funded Subgrant Agreement, Contract Number 12-DS-40-01-27-01-XXX:

- A. Approve the Contract allocating Grant funding, in the amount of \$39,651, for the period September 1, 2008, through November 30, 2012, to install a security fence around the rear perimeter of the Public Safety Facility;
- B. Authorize the Chairman or Vice-Chairman to sign the Grant Contract; and
- C. Authorize the County Administrator to execute any subsequent documentation in support of the implementation of this Grant.

[Funding: Fund 110, Other Grants and Projects, Cost Center to be assigned]

BACKGROUND:

The Escambia County Division of Emergency Management has secured limited grant funding that will enable installation of security fencing around the rear perimeter of the Public Safety Facility campus. The proposed chain link fence will enhance security of the Public Safety Facility and the County's Emergency Operations Center by limiting walk-through foot traffic and access to the rear portion of the Facility's campus, until additional funding can be identified to secure the entire area. This grant will provide funds in the amount of \$39,651, which must be expended by November 30, 2012. There is no County match required for this grant.

BUDGETARY IMPACT:

The grant funding is a one-time allocation of Federal funding and will increase Fund 110 by \$39,651.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Application Policy and the State of Florida Division of Emergency Management guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation and coordination of this Contract.

Attachments

Contract

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin September 1, 2008 and shall end November 30, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, Common Rule: Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addressee:

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the

option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9894
Fax: 850-488-7842
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Board of County Commissioners
Escambia County
6575 North "W" Street
Pensacola, Florida 32505
850-471-6409
850-471-6455 fax
John_dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advance

Attachment D - Reimbursement Check List

Attachment E– Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$39,651.00**, subject to the availability of funds. Attachment D specifies the required documentation needed when submitting reimbursement under this agreement.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the approval of the Division and the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. In accordance with applicable OMB Circulars, interest earned must be remitted to the Division either annually or quarterly based on the year of the grant award. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for the advance payment. In addition to Attachment C, Recipients must also submit invoices, purchase orders, timesheets and other substantiating documentation for the advance payment to be considered.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
Fiscal Management
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. Additional special conditions are listed on Attachment B. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment F) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County**

By: _____
Name and title: Wilson B. Robertson, Chairman
Date: _____
FID# 59-6000-598

Date BCC Approved: _____
Date BCC Executed: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency

By: [Signature]
Title: ACT
Date: 10/28/12

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: State Homeland Security Program

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$39,651.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2008-09 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work
Proposed Program Budget

- ⚡ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ⚡ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ⚡ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ⚡ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2008 Residual - State Homeland Security Grant Program	Escambia County	Equipment	\$39,651.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$ 0.00
Total Award			\$39,651.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Budget Detail Worksheet – Eligible Activities				
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us <ul style="list-style-type: none"> ✦ Click on "Authorized Equipment List (AEL) ✦ If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title" 	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				

Physical security enhancement equipment				
AEL# 14SW-01-WALL-chain link fencing	1	\$39,651.00	\$39,651.00	
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Intervention equipment				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ⌚ To assist with the management of the respective grant program ⌚ To assist with application requirements of the grant program ⌚ To assist with the compliancy with reporting and data collection as it may relate to the grant program 				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				

<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> ⌚ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ⌚ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				
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B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2008 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

EOC/Public Safety Facility Security Fence Installation Project: This project will create a security buffer zone around the Public Safety Facility, which houses the County's 911/County Warning Point, County Emergency Medical Services (EMS), County Fire Rescue Administration, and the County Emergency Operations Center.

II. Categories and Eligible Activities

FY2008 allowable costs are divided into the following categories: **equipment and management and administration cost are allowable cost.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Equipment Acquisition

The 22 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2008 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

B. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs)

employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

C. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

D. Construction and Renovation

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted

- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA’s website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

E. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

F. National Incident Management System (NIMS) Implementation

In accordance with Homeland Security Presidential Directive (HSPD)-5, “*Management of Domestic Incidents*,” the adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, protect against, respond to, and recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

The NIMS Integration Center (NIC) recommends 38 NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities. Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm. Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient’s reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the agreement period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;

Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦ Equipment selection or available vendors
- ✦ Eligibility of items or services
- ✦ Coordination and partnership with other agencies within or outside the region or discipline
- ✦ Record Keeping
- ✦ Reporting Requirements
- ✦ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capitol expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Nikki Hines FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 nikki.hines@em.myflorida.com	Jana Smith FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-7447 jana.smith@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) Section 1352, Title 31, US Code
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Special Conditions

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.
 6. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
 7. In the event FEMA determines that changes are necessary to the award document after and award, including changes to the period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for

funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via email to ASK-GMD@dhs.gov if you have any questions.

8. A. Provisions applicable to a recipient that is a private entity.
 1. You, as the recipient, your employees, subrecipients under this award and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. 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:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using standards and due process for imputing the conduct of an individual to an organization that are provided in in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient 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 s 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:
 - a. Associated with performance under this award; or
 - b. 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 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.
9. C. Provisions applicable to any recipient.
 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:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. 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.
- C. Definitions. For purposed of this award term:
 1. "Employee" means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. 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.

E. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

1. "Private entity" means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
- b. Includes:

- 1. 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 CFR 175.25(b).
- ii. A for-profit organization.

2. "Severe forms of trafficking in persons", "commercial sex act", and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10. A, "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under is award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by State and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

E. Immediately upon determination by the award recipient that funding under this award will be used to support such contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contract information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, DC 20528

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes and Division approval.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY	(B) FFY	(C) FFY	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ Immediate contract expenditures must be supported through invoices, purchase orders, timesheets and/or other substantiating documentation and cannot exceed the expected cash needs of the recipient within the initial three months. Expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2010-2011 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- 4. Has the invoice from consultant/contrator been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- 1. Contributions are from Non Federal funding sources.
- 2. Contributions are from cash or in-kind contributions which may include training investments.
- 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- 2. Have the costs incurred been charged to the appropriate POETE category?
- 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- 4. Has Form 3 been signed by the Grant Manager?
- 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- 6. Have the quantity and unit cost been notated on Form 4b?

Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict 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 employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment F

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, 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.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment G
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2930

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/26/2012

Issue: Change Order #1 to Tanktek, Inc. dba EnviroTek

From: Patrick T. Johnson, Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Change Order #1 to Tanktek, Inc., dba EnviroTek, for Completion of the Beulah Landfill Remedial Action Plan (RAP), and Emergency Repairs, as a Result of the June 9, 2012, Rain Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Purchase Order 121134, to Tanktek, Inc., dba EnviroTek, in the amount of \$144,509.82, to complete the Beulah Landfill Remedial Action Plan (RAP), from the Florida Department of Environmental Protection (FDEP), and emergency repairs incurred as a result of the June 9, 2012, Rain Event:

Department:	Solid Waste Management	
Division:	Waste Services	
Type:	Addition	
Amount:	\$144,509.82	
Vendor:	Tanktek, Inc., dba EnviroTek	
Project Name:	Beulah Landfill Remedial Action Plan Phase I	
Contract:	PD 11-12.008	
PO:	121134	
Change Order No.:	121134-1	
Original Award Amount:		\$186,012.00
Cumulative Amount of Change Orders through this CO:		\$144,509.82
New P.O. Total:		\$330,521.82

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601, Repairs and Maintenance]

BACKGROUND:

Pursuant to Escambia County Code Section 37-35 (a)(1) a proclamation was issued to declare a state of local emergency in Escambia County at 2:46 pm on June 9, 2012. Escambia County experienced record levels of rainfall during the 24 hour period June 9, 2012. West Pensacola recorded more than 21 inches in a 24 hour period. The extreme levels within the 24 hour period and the continuation of rain within the next 24 hours, resulted in flooding throughout the Escambia and Santa Rosa County areas, damaging homes, businesses, infrastructure, vehicles and equipment.

Due to the intensity of the June 9, 2012 Rain Event, additional dewatering of the Beulah Landfill RAP project excavation was significantly increased. In addition, the size of the impacted area of contaminated soil has increased, requiring additional excavation, dewatering, backfill and soil treatment. Failure to remove additional contaminated soil could result in further Remedial activities in the future.

BUDGETARY IMPACT:

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601, Repairs and Maintenance]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of ordinances of Escambia County Florida, Chapter 46. Section 46-86, Amendments/changes after award.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Change Order.

Attachments

EnviroTek Change Order Request

EnviroTek Contract



July 2, 2012

Mr. Brent Schneider, PE
Engineering & Environmental Manager
Escambia County Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
850-937-2179 (office)

Re: Change Order One and Time Extension Request
Beulah landfill Remediation Phase I

Dear Mr. Schneider,

EnviroTek respectfully requests a change order to account for additional excavation, transport and disposal of soil, land clearing, leachate collection and disposal, backfill and seed and mulch. This work is necessary to complete the removal of contaminated soils that extend to the west and south of the original design excavation limits.

The additional clearing covers 13,500 square feet with the area requiring excavation covering approximately 10,000 square feet. Assuming an average thickness of the contaminated layer of 3.5 feet the additional soil volume is approximately 1,300 cubic yards. Based on the average weigh of the trucks of approximately 18 tons a reasonable conversion factor for the soil cubic yards to tons is 1:1 therefore the total additional tonnage is expected to be in the range of 1,300 tons. We recommend adding a 15% safety factor to the tonnage to account for unforeseen conditions. As of June 26 the total tonnage removed from the site was 4,706 tons therefore the total change order amount requested in 2,706 tons.

The budget to transport and place backfill was originally 2,300 cubic yards. Based on the weight of the trucks to date the conversion factor between tons and cubic yards is closer to 1:1. Therefore to account for the additional cubic yards of backfill material we are requesting a change order in the amount of 3,906 cubic yards.

The original contract included 100,000 gallons of leachate collection and disposal for a flat fee. To date, we have removed and transported for disposal approximately 205,000 gallons of leachate. To account for groundwater in the new excavation area we request an additional 50,000 gallons of leachate disposal.

To complete these services and account for the time lost during the first major rain event (previously requested in a change order) we request the adjustment of the substantial completion date to July 20, 2012.

The additional cost breakdown is as follows:

1. Clearing and Grubbing - \$4,500.00/lb
2. Excavate and Transport Soil to Landfill -2,706/tons (includes current overage) at \$21.97/ton or \$59,450.82.
3. Transport, Place and Compact clean fill – 3,906 cubic yards at \$14.00/cubic yard or \$54,684.00.
4. Collection and disposal of Leachate – 155,000 gallons at \$0.15/gallon or \$23,250.00.
5. Reseed and Mulch excavation area – 1,500 square yards at \$1.75/square yard or \$2,625.00.

The total additional change order request is \$144,509.82.

Exhibit F is attached per the contract conditions. Please contact me at (813) 909-0040 if you have any questions concerning this bid. We look forward to working with you on this important project.

Respectfully Submitted,

EnviroTek



David A. Stedje, PG, CHMM

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contract Number PD 1112-008
Date: July 2, 2012 Dated Feb. 2, 2012

To: Mr. Brent Schneider, PE
Escombe Country
1809 Benlah Road
Cartersville, FL 32533

Project Name: Benlah Landfill Remediation Phase I

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

See attached cover letter

Days	Dollars	Time in Calendar
Original Contract Amount	\$ <u>186,012.00</u>	<u>60 days</u>
Sum of Previous Changes	\$ <u>-0-</u>	<u>-</u>
This Change Order	\$ <u>144,509.82</u>	<u>35 days</u>

Adjusted Agreement Amount	\$ <u>330,521.82</u>	<u>95 days</u>

The contract substantial completion date will be increased/decreased by 35 calendar days due to this Change Order. The new contract substantial completion date is July 20, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been

adjusted to 100% of the new contract amount.

Accepted: July 2, 2012

By: [Signature]

Contractor

By: Robert Cluff 7/2/12

Engineer

By: Frank Johnson 7-2-12

Owner

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 TANKTEK INC
 DBA ENVIROTEK
 3007 NORTH 50TH STREET
 TAMPA FL 33619

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SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801
 ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 03/13/12	BUYER: PAUL NOBLES	REQ. NO.: 12001231	REQ. DATE: 03/12/12
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TERMS: NET 30 DAYS	F.O.B.: JOB SITE	DESC.: PD 11-12.008
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PD 11-12.008, BEULAH LANDFILL REMEDIAL ACTION PLAN (RAP), PHASE I TO INCLUDE SOURCE REMOVAL, DEWATERING, APPLICATION OF ORC COMPOUND ETC, BCC APPROVAL 2/2/12	186012.0000	186,012.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	186,012.00
01	230309 54601	186,012.00		TOTAL \$	186,012.00

APPROVED BY Charles R. Oliver 3/14/12

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the Contractor. Quantities in excess of \$100 will at the option of the County either be returned to the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of Supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss of damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claim, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you pay for transportation charges do not pay tax, as the County will reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchandise, or good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County, unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgments and orders awarding infringement or alleged infringement of any United States patent by any of the parties covered hereunder. Contractor shall defend or settle all, and expense any proceeding brought against the County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given adequate information and assistance by the County for the defense of settlement thereof.

11. INSTALLATION - If this order required the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and the regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims, judgments and orders to accept (exclusive liability) for payroll and other benefits required to be paid by any Contractor's employee who is injured or becomes ill and premises involved free from any and all claims, judgments and orders for compensation and improvement for a stipulated sum amount. Contractor agrees to furnish an analysis thereof as County may reasonably require for recording purposes. Contractor shall be solely responsible for materials furnished by County or other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in any instance, Contractor shall not reveal to a third party the details, characteristics or any information or materials made to the specifications of County, or use information therefrom in any promotion, advertisement or to reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This contract or purchase order shall not be assigned in full or part without consent of the County. Such consent shall be given by Contractor to both assignments and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the purchaser, make changes within the general scope of the contract, including drawings, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, with the method of shipping or packing and (or) place of delivery, if any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not, charged by any such order, and equitable adjustment shall be made by written modification of this contract. Any delay by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may reverse and annul any such claim if asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Dispute". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the invoice at the time the order is placed, after delivery and acceptance of goods and conditions if any, is provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES - Payment shall be made in accordance with Section 216.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoice is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-178, September 10, 1965 (18 U.S.C. 3602(c)(2)) and Executive order 11256, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and not be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages, including the excess cost of replacing such supplies or services, provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractor" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that the contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for amounts due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 161). However, payments to an assignee of monies under this contract shall not to the extent provided in said act, as amended, be subject to reduction of set off (see Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a contract Purchase Order only to the extent of authorized calls actually placed against the agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be the lowest or lower than those charged the supplier's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that all persons are employed, and that employees are treated equally regardless of their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 206 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and all rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders this contract may be suspended, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, and will not be exempted by rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County Florida is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, sex, age or national origin.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-7. Approval of Various Consent Agenda Items *is*

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 7, as follows:

1. Awarding an Indefinite Quantity Indefinite Delivery Contract, PD 11-12.006, for Vehicle Maintenance/Fire/EMS, to Sunbelt Fire, Inc., in accordance with the terms and conditions of the Contract, for a term of 12 months, for an annual amount of \$250,000, with an option to extend two years, and authorizing the Chairman to execute the Contract (*Agreement Relating to Vehicle Maintenance and Repair Services, PD 11-12.006*) (Funding Source: Fund 143, Fire Protection, Cost Center 330206, Fire Paid, Object Code 54601, Maintenance).
2. Taking the following action (*on behalf of Escambia Community Clinics [ECC]*) concerning the Agency for Health Care Administration (AHCA):
 - A. Approving the *Letter of Agreement* between AHCA and Escambia County, in the amount of \$85,495, allowing the County to participate in the Low Income Pool, which will provide matching dollars to the ECC; and
 - B. Approving to decrease the Fiscal Year 2011-2012 allocation to ECC by \$85,495 and increase the allocation to AHCA by the same amount.
3. Awarding a Unit Price Contract to Tanktek, Inc., d/b/a Envirotek, per the terms and conditions of PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP), Phase 1, in the amount of \$186,012 (Funding: Fund 401, Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601, Repairs and Maintenance).

230309 - 54601





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2033 County Administrator's Report 10.3.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/02/2012
Issue: Contract Award for PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP), Phase 1
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval: *Charles R. Owen*

Information

RECOMMENDATION:

Recommendation Concerning PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP), Phase 1 - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Unit Price Contract to Tanktek, Inc., dba Envirotek per the terms and conditions of PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP), Phase 1 in the amount of \$186,012.

[Funding: Fund 401 Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601 Repairs and Maintenance]

BACKGROUND:

Invitations to Bid, PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP), Phase 1 were publicly noticed on Monday, December 12, 2011 to 14 known firms, an additional 4 firms picked up the solicitation. Responses were received from 7 firms on Wednesday, January 18, 2012.

BUDGETARY IMPACT:

[Funding: Fund 401 Solid Waste Fund, Cost Center 230309, Solid Waste Closed Landfills, Object Code 54601, Repairs and Maintenance]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract A will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form A and Purchase Order.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: ITB; Baulah Landfill Remedial Action Plan (RAP), Phase 1 ITB# 11-12.008							
Bid Opening Time: 3:00 pm, CST Bid Opening Date: 1/18/12 Opening Location: Rm 11.201	Cover Sheet/ Acknowl	Bid Surety Bond Or Check	Letter from Insurance Carrier & Letter from a Surety Company	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowledgement of Addendum #1	Total Bid
NAME OF BIDDER									
Tanktek, Inc., dba Envirotek	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	\$186,012.00
J. Miller Construction, Inc.	Yes	Bond	Insurance - Yes Bond - No	Yes	Yes	Yes	Number provided on Sworn Statement	Yes	\$190,183.00
WRS Infrastructure & Environment, Inc. d/b/a WRScompass	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	\$238,202.00
Barcor Enterprises, Inc.									Non-Responsive *
Enviro Pro Tech, Inc.									Non-Responsive **
Enviro Smart									No Bid
Singley Environmental & Remediation Services.									No Bid
BIDS OPENED BY:	Paul Nobles, CPPB, CPPO, Purchasing Coordinator					DATE: January 18, 2012			
BIDS TABULATED BY:	Marcia G. Dees, Senior Office Assistant					DATE: January 18, 2012			

2012-000143 BCC
Feb. 02, 2012 Page 4

Recommendation: That the BCC award a unit price contract to Tanktek, Inc., dba Envirotek for the above referenced project in an amount of \$186,012.00

BOCC DATE: 2/2/2012

*Not provided as required:

1. Copies of 40-hour Occupational Safety & Health Administration (OSHA) 29 CFR 1910.120(e) training certificates for onsite employees.
2. Certification that all supervisory and onsite personnel participate in a medical surveillance program as required by 29 CFR 1910.120(f)

**Not provided as required:

1. Copies of 40-hour Occupational Safety & Health Administration (OSHA) 29 CFR 1910.120(e) training certificates for onsite employees.
2. Certification that all supervisory and onsite personnel participate in a medical surveillance program as required by 29 CFR 1910.120(f)
3. Page 3 of the Bid Form providing contractor licensing information

CAR 1149

Posted: 01/19/2012 @ 12:00 p.m. CST



PRN:mgd

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

And

Tanktek, Inc. dba Envirotek

FORM A: ARCHITECT/ENGINEER

(REVISED 11/2005)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AND ARCHITECT

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits	PAGE
Exhibit A/General Terms and Conditions	6
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	9
6. Final Payment	9
7. Submittals and Substitutions	10
8. Daily Reports, As-Builts and Meetings	11
9. Contract Time and Time Extensions	12
10. Changes in the Work	13
11. Claims and Disputes	13
12. Other Work	14
13. Indemnification and Insurance	14
14. Compliance with Laws	16
15. Cleanup and Protections	17
16. Assignment	17
17. Permits, Licenses and Taxes	17
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	19

Exhibits	PAGE
20. Completion	19
21. Warranty	20
22. Tests and Inspections	20
23. Defective Work	21
24. Supervision and Superintendents	23
25. Protection of Work	23
26. Emergencies	23
27. Use of Premises	23
28. Safety	24
29. Project Meetings	24
Exhibit B/Performance and Payment Bond	25
Performance Bond	25
Payment Bond	28
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	40
Exhibit E/Form of Contract Application for Payment	42
Exhibit F/Construction Change Order	43
Exhibit G/Owner Direct Purchases (if applicable)	
Exhibit H/Working Drawings / Plans prepared by Architect/Engineer	
• Figure 1, SITE LOCATION	
• Figure 2, SITE LAYOUT	
• Figure 3, MONITORING WELL LOCATIONS	
• Figure 4, CONSTRUCTION DETAILS	
• Figure 5, PERFORMANCE MONITORING WELL DETAIL	
Exhibit I/Technical Specifications	
• SECTION 011100 – SUMMARY OF WORK	
• SECTION 012000 – MEASUREMENT AND PAYMENT PROCEDURES	
• SECTION 012900 – APPLICATIONS FOR PAYMENT	
• SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION	
• SECTION 013300 – SUBMITTAL PROCEDURES	
• SECTION 013526 – GOVERNMENTAL SAFETY REQUIREMENTS	
• SECTION 013529 – HEALTH, SAFETY AND EMERGENCY RESPONSE PROCEDURES	
• SECTION 014000 – QUALITY REQUIREMENTS	
• SECTION 014200 – REFERENCE STANDARDS	
• SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS	
• SECTION 017700 – CLOSEOUT PROCEDURES	
• SECTION 022100 – SITE SURVEY	

- SECTION 022423 – SAMPLING AND ANALYSIS OF SOILS
- SECTION 026100 – REMOVAL AND DISPOSAL OF CONTAMINATED SOILS
- SECTION 311100 – CLEARING AND GRUBBING
- SECTION 312300 – EXCAVATION AND FILL
- SECTION 318000 – OWNER SUPPLIED BORROW SOURCE
- SECTION 329219 – SEEDING
- SECTION 332400 – MONITORING WELLS

Exhibit J/Supplemental Terms and Conditions (if applicable)

Exhibit K/Federal Documents (if applicable)

EXHIBIT L/SOLICITATION DOCUMENTS INDEX (IF APPLICABLE)

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND TANKTEK, INC. dba ENVIROTEK FOR
ARCHITECT/ENGINEER DESIGNED CONSTRUCTION
CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Tanktek, Inc., dba Envirotek, a Florida corporation for profit, to perform all work ("Work") in connection with PD 11-12.008, Beulah Landfill Remedial Action Plan (RAP) Phase I ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

One Hundred Eighty Six Thousand, Twelve Dollars (\$186,012.00)

SECTION 4. BONDS.

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Forty (40) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Twenty (20) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Sixty (60) calendar days (herein "Contract Time").
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$200.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases (if applicable)
Exhibit H: Working Drawings / Plans prepared by Architect/Engineer
- Figure 1, SITE LOCATION
 - Figure 2, SITE LAYOUT
 - Figure 3, MONITORING WELL LOCATIONS
 - Figure 4, CONSTRUCTION DETAILS
 - Figure 5, PERFORMANCE MONITORING WELL DETAIL
- Exhibit I: Technical Specifications
- SECTION 011100 – SUMMARY OF WORK
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 - SECTION 012900 – APPLICATIONS FOR PAYMENT
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 - SECTION 013300 – SUBMITTAL PROCEDURES
 - SECTION 013526 – GOVERNMENTAL SAFETY REQUIREMENTS
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 - SECTION 329219 – SEEDING

SECTION 332400 – MONITORING WELLS

Exhibit J: Supplemental Terms and Conditions
Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
Attn: Pat Johnson

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Tanktek, Inc. dba Envirotek
3007 North 50th Street
Tampa, Florida 33619
Attn: David Stedje

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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 and Tanktek, Inc. dba Envirotek signing by and through its 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.

Witness: Angela Crawley

By: Carolee R Oliver

County Administrator

Witness: Judy H. Witterstaeter

Date: 3/14/12

CONTRACTOR:

Tankitek, Inc. dba Envirotek, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: [Signature]
Secretary

By: [Signature]

Its: President

(Corporate Seal)

Date: 2-21-2012

BCC Approved: February 2, 2012



EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS.

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES.

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal,

handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each

proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4.** Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.
- 4.5.** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Architect/Engineer for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the County.
- 4.6.** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7.** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8.** Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

- 4.9. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

- 6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site; and
 - 8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

- 8.3.** Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.4.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

- 9.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This

paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK.

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5.** County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

Section 11. CLAIMS AND DISPUTES.

- 11.1.** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term

"Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

- 11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK.

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims,

losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 13.2.** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3.** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4.** All insurance coverages of the Contractor shall be primary to any insurance or self

insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

- 13.5.** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 13.6.** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7.** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8.** Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.
- 13.9.** Duty To Provide Legal Defense. The CONTRACTOR agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. 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.

Section 14. COMPLIANCE WITH LAWS.

- 14.1.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the

Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

Section 15. CLEANUP AND PROTECTIONS.

- 15.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 15.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT.

- 16.1.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

- 17.1.** All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** 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.

Section 18. TERMINATION FOR DEFAULT.

- 18.1.** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.
- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION.

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the

Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY.

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied

warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS.

- 22.1.** County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK.

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all

direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and

employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS.

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or

variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjutant to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES.

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY.

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.1.4. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.1.5. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.1.6. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

(Insert name, address, and phone number of contractor)

_____, as Principal, and

_____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____

(Insert name of project, including legal description, street address of property and

general description of improvement) _____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of: **PRINCIPAL:**

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our
assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____
(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)
for the purpose of _____
(Insert name of project, including legal description, street address of property and general
description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

 By: _____
 Name: _____
 Its: _____

Witnesses as to Principal

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

 (Signature)
 Name: _____
 (Legibly Printed)
 Notary Public, State of _____
 Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

Witness

Witness

Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by

documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, Purchasing Coordinator, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation,

nonrenewal or adverse change.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance in the amount of \$5,000,000 per claim/aggregate is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the

project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
 - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
 - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

- (a)** The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
- (b)** Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c)** Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d)** The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9)** The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10)** The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11)** The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12)** Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13)** Water-based paint and stain products shall be used by the Contractor in the place of

solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name:

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number _____ PD _____
 Date: _____ Dated _____
 To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

Days	Dollars	Time in Calendar
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

 Company/agent
 (attorney-in-fact) that the amount of the Performance and Payment bonds have been

adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____
Contractor

By: _____
Engineer

By: _____
Owner



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2961

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 07/26/2012

Issue: Authorization of Overtime Pay for John S. Dosh

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization of Overtime Pay for John S. Dosh

That the Board adopt the attached resolution authorizing overtime pay for John S. Dosh for time worked on behalf of Suwannee County following Tropical Storm Debby.

BACKGROUND:

Pursuant to County policy, unclassified employees may receive overtime pay for activations related to declared disasters. John S. Dosh responded and served Suwannee County following Tropical Storm Debby, a declared disaster. The Florida Department of Emergency Management will reimburse Escambia County for all overtime pay provided to John S. Dosh.

BUDGETARY IMPACT:

None. Escambia County is to be reimbursed in whole by The Florida Department of Emergency Management.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Emergency Compensation Pay Resolution (John S. Dosh)

RESOLUTION R2012- ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY AUTHORIZING THE COUNTY ADMINISTRATOR TO PROVIDE EMERGENCY COMPENSATION TO UNCLASSIFIED, EXEMPT EMPLOYEES WHO WORK DURING A DECLARED STATE OF LOCAL EMERGENCY; ESTABLISHING COMPENSATION RATES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners finds that certain natural and man-made events such as tropical storms, hurricanes, tornadoes, chemical spills, and oil contamination require declarations of a state of local emergency in counties throughout the state of Florida; and

WHEREAS, the Board of County Commissioners has enacted Chapter 37 of its Code of Ordinances to define its emergency management authority and powers; and

WHEREAS, through Section 37-36, Code of Ordinances, the Board of County Commissioners has vested the Escambia County Administrator with emergency management powers, including the power to authorize the expenditure of public funds; and

WHEREAS, to assist certain County employees who are required to work a significant amount of time in excess of forty (40) hours in a workweek during a declared state of local emergency, the Board of County Commissioners has previously authorized the County Administrator to provide emergency compensation to employees in the unclassified service who would not otherwise receive overtime or compensatory time (see R2005-121, attached and incorporated as Exhibit "A" to this Resolution); and

WHEREAS, the Suwannee County Board of County Commissioners declared a state of local emergency on June 27, 2012 due to the impact of Tropical Storm Debby; and

WHEREAS, John S. Dosh, Manager of the Escambia County Emergency Management Division, was deployed to Suwannee County from July 2 through July 9, 2012, to assist as EOC Support Team Leader, under Florida Department of Emergency Management (FDEM) Mutual Aid Mission #270, and because of his substantial efforts in response to this disaster, the Board of County Commissioners recognizes the need to authorize the County Administrator to provide emergency compensation, which will be reimbursed to Escambia County by FDEM; and

WHEREAS, the Board of County Commissioners therefore finds that authorizing the County Administrator to provide emergency compensation to John S. Dosh, an unclassified employee, during such deployment to aid another Florida county during a

declared state of local emergency advances the public health, safety, and welfare through mutual aid response.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS

The above recitals are true and incorporated herein.

SECTION 2. AUTHORIZATION OF EMERGENCY COMPENSATION

Pursuant to the authority conferred by R2005-121, the County Administrator may award emergency compensation to unclassified, exempt employees of the Escambia County Board of County Commissioners. The County Administrator's authority to award emergency compensation to John S. Dosh shall commence as of the date of deployment on July 2, 2012, and shall run through date of demobilization on July 9, 2012. Emergency compensation may be awarded as a payment equal to 1.0 times the employee's equivalent hourly rate based on the employee's salary and may be paid for each hour worked in excess of forty (40) hours during the employee's workweek. The Florida Department of Emergency Management (FDEM) shall reimburse Escambia County for this emergency compensation.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 26th day of July, 2012.

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

Wilson B. Robertson, Chairman

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By 

Title ASST. COUNTY ATTORNEY

Date JULY 18, 2012