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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – September 25, 2014 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – David Suhor, representing the Pagan Community of Escambia County.

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 following eight Proclamations:

A. Ratify the Proclamation, dated September 2, 2014, supporting the 100th Celebration of the Barrineau Park 4-H Club and thanking all the leaders, volunteers, and members who have served over the last 100 years for their dedication, outstanding work, and service to Escambia County;

B. Ratify the Proclamation dated September 4, 2014, officially designating September 10, 2014, as a Day of No Kill in Escambia County, Florida, and encouraging our community to embrace the Day of No Kill and to work to create a No Kill Escambia County, even if it is for “Just One Day,” because if we can do it on September 10, 2014, then we can also do it other days for “Just Another Day";

C. Ratify the Proclamation dated September 11, 2014, recognizing and commending Ms. Sherry Zalika Sykes for her dedication and commitment to diminishing violence in the United States and extending a warm welcome on the occasion of her visit;

D. Ratify the Proclamation dated September 11, 2014, commending and congratulating Mr. Fred Levin on his prestigious career, his numerous honors, awards, and achievements and wishing him much success with his biography, which is already the Number 1 Boxing Biography on Amazon;

E. Ratify the Proclamation dated September 16, 2014, congratulating Mr. Ellis Miller on his retirement after 52 years and expressing appreciation for his dedication, outstanding work, and service to Escambia County;

F. Adopt the Proclamation proclaiming the month of October 2014 as “Manufacturing Appreciation Month” in Escambia County and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our city, county, region, state and the nation;

G. Adopt the Proclamation commending and honoring the life of Molly McGuire Martin and extending our heartfelt condolences and well wishes to her family and friends; and

F. Adopt the Proclamation recognizing and commending Mr. Randy Wilkerson for his dedicated service to the community, expressing its sincerest gratitude for his service, and wishing him the best in his future endeavors.

7. Recommendation Concerning the Adoption of Retirement Proclamations - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Hector G. Montalvo, Senior Office Support Assistant, Building Inspections Department, on his retirement after 6 years of service;

B. The Proclamation commending and congratulating Sharon L. Skipper, Administrative Supervisor, Development Services Department, on her retirement after 35 years of service; and

C. The Proclamation commending and congratulating Dianne D. Taylor, Property Lien Program Coordinator, Management and Budget Services Department, on her retirement after 12 years of service.

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

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

9. Written Communication:

A. July 9, 2014, communication from P. Mark Taylor requesting the Board release his name from a Code Enforcement Lien attached to property located at 5802 Memphis Avenue.

Recommendation: That the Board review and consider lien relief request made by P. Mark Taylor against property located at 5802 Memphis Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

P. Mark Taylor still wants to make his appeal before the Board under Written Communication.

B. July 29, 2014, communication from Kondaur Capital Corporation requesting the Board forgive a Code Enforcement Lien attached to property located at 2825 Red Oak Drive.

Recommendation: That the Board review and consider lien relief request made by Kondaur Capital Corporation against property located at 2825 Red Oak Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse, but to appeal before the Board under Written Communication.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for July 2014 Returns received in August 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2014 returns received in the month of August 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2014; total collections for the July 2014 returns was $1,560,277.67; this is a 14.53% increase over the July 2013 returns; total collections year-to-date are 6.47% more than the comparable time frame in Fiscal Year 2013.

2. Recommendation Concerning Acceptance of the August 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2014, as required by Ordinance Number 95-13; on August 31, 2014, the portfolio market value was $238,200,792, and portfolio earnings totaled $122,896 for the month and $1,810,274 year-to-date; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of 0.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.35%.

3. Recommendation Concerning Write-off of Return Checks

That the Board adopt the Resolution authorizing the write-off of $107.99 of returned checks in various funds of the County that have been determined to be uncollectible bad debts.

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 September 4, 2014;

B. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2014-2015 County-wide Budget and Fiscal Year 2014-2015 Non-Ad Valorem Special Assessments Roll held September 9, 2014;

C. Approve the Minutes of the Special Board Meeting held September 9, 2014; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 11, 2014. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board take the following action:

A. Cancel the September 25, 2014, 5:45 p.m. Public Hearing for consideration of Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

B. Reschedule the Public Hearing to Thursday, October 9, 2014, at 5:46 p.m.

2. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on August 5, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on August 5, 2014:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-11 and Z-2014-12 or remand the cases 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 cases that were reviewed.

1. Case No.:	**Z-2014-11**
Address:	3002 Stefani Rd
Property Reference No.:	38-1N-31-4102-001-001
Property Size:	2.33(+/-) acres
From:	VR-1, Villages Rural Residential Districts, Gross Density (one du/ 4 acres)
To:	VR-2, Villages Rural Residential Districts, Gross Density (one du/ .75 acres)
FLU Category:	MU-S, Mixed Use-Suburban
Commissioner District:	5
Requested by:	Bryan and Sharon Nisewonger, Owners
Planning Board Recommendation:	Approval
Speakers:	Sharon JoAnne Nisewonger

2. Case No.:	**Z-2014-12**

Address:	100 Isaacs Ln
Property Reference:	34-1N-31-2101-000-001
Property Size:	93.01(+/-) acres
From:	VAG-2, Villages Agriculture District Gross Density (one du/five acres)
To:	ID-2, General Industrial District (noncumulative)
FLU Category:	I, Industrial
Commissioner District:	1
Requested by:	Wiley C."Buddy" Page, Agent for Briar Ridge, LLC., Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Tommy Brown (Traffic Staff), Gregory S. Allen

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on August 5, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

4. 5:47 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Map Amendment, LSA 2014-03

   That the Board of County Commissioners (BCC) review and adopt the Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation, to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S).

   At the June 3, 2014, Planning Board Meeting, the Board recommended approval to the BCC. The BCC approved transmittal to DEO on June 26, 2014. The County received the final approval letter from DEO on August 13, 2014, with no adverse comments from any agencies.

II. Action Item

1. Recommendation Concerning Street Name Approval for a Private Street Lying Between Rawson Lane and St. Benedict Avenue at Pensacola Christian College Campus - Horace Jones, Development Services Interim Director

   That the Board approve the following street name "Eagles Landing", a private street lying between Rawson Lane and St. Benedict Avenue, situated in the Brent Community at the Pensacola Christian College Campus and lying in Commission District 4.

2. Recommendation Concerning Street Name Approval for a Private Street Lying West of North Davis Highway and South of Escambia River at Mills Swamp House Marina and RV Park - Horace Jones, Development Services Interim Director

   That the Board approve the following street name "Mills Swamp House Road", a private street lying west of North Davis Highway and south of Escambia River at Mills Swamp House Marina and RV Park, situated in the Ferry Pass and Scenic Hills Community, lying in Commission District 5.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. 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 fourteen Request for Disposition of Property Forms for the Public Safety Department, indicating numerous items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

   That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, Emergency Medical Services Division, for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

3. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

   That the Board approve the Request for Disposition of Property Form for the Information Technology Department, for all items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The listed items were not found during the Fiscal Year 2014 physical inventory of capital equipment.

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

   That the Board approve the 14 Request for Disposition of Property Forms for the Public Works Department, indicating 58 items to be properly disposed of, which are described and listed on the Request Forms, with reason for disposition stated.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 21, 2014 - Keith Wilkins, Community & Environment Department Director

   That the Board accept for filing with the Board's Minutes, the August 21, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning the Assignment of Agreement PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 and PD 06-07.038, Brownsfield Services - Amy Lovoy, Management and Budget Services, Department Director

   That the Board approve and authorize the Chairman to execute the Assignment of Agreement, providing for an administrative modification to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, and PD 06-07.038, Brownsfield Services between Escambia County, Florida, and TBE Group, Inc., D/B/A Cardno TBE, changing the name to Cardno, Inc.

7. Recommendation Concerning Request from Cameron-Cole, LLC, for Permission to Enter Property at 1700 West Leonard Street, Pensacola, Florida - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning a request by Cameron-Cole, LLC, for permission to enter property at 1700 West Leonard Street, Pensacola, Florida (Escambia County Sheriff's Department)

   A. Approve the Permission to Enter Property document, submitted by Cameron-Cole, LLC, for access to the fuel island and immediate vicinity, located at the Sheriff's Department, 1700 West Leonard Street, Pensacola, Florida;

   B. Authorize the Chairman to sign the document; and

   C. Authorize the Fuel Distribution Supervisor, Monty Musser, to sign necessary Affidavits, as set forth by Chapter 2013-41, Section 29, Laws of Florida.

   [Funding: No direct budgetary impact at this time]

8. Recommendation Concerning Reappointments to the BID Inspections Fund Advisory Board - Donald R. Mayo, Interim Building Official/Department Director

That the Board take the following action concerning the reappointments to the Building Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint the following two members for a three-year term, effective October 1, 2014, through September 30, 2017;

1. Bob Price, Jr., Builder, Bob Price, Jr., Builder, Inc.; and

2. William L. Merrill, P.E., Professional Engineer.

9. Recommendation Concerning the Town Hall Meeting for District 4 Regarding the Local Option Sales Tax - Jack R. Brown, County Administrator

That the Board take the following action concerning the Town Hall Meeting for District 4 regarding the Local Option Sales Tax, to be held on Tuesday, October 28, 2014, from 6:00 p.m. until 8:00 p.m., at the Pensacola Beach Community Church, located at 918 Panferio Drive, Pensacola Beach, Florida:

A. Approve the Special Event Agreement with the Pensacola Beach Community Church;

B. Approve the Hold Harmless Agreement between Pensacola Beach Community Church and Escambia County; and

C. Authorize the Chairman or Vice Chairman to sign the Agreements.

10. Recommendation Concerning a District 4 Appointment to the Escambia County Mass Transit Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Scott A. Remington to the Escambia County Mass Transit Advisory Committee (MTAC), replacing Theresa Inge, who resigned, as one of Commissioner Robinson's appointees, with an appointment term effective September 25, 2014, and running concurrently with Commissioner Robinson's term of office or at his discretion.

11. Recommendation Concerning an Appointment to the West-End Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Mr. Terrence William Brotherton to the West-End Advisory Committee, to replace Mr. Joe Ward, who resigned, with the term of appointment to begin September 25, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

12. Recommendation Concerning Support of "Project Phoenix," an Economic Development Prospect - Jack R. Brown, County Administrator

That the Board take the following action to support “Project Phoenix” as an Economic Development Prospect:

A. Adopt a Resolution authorizing Escambia County to apply for and accept certain Grant awards from the State of Florida Economic Development Transportation Fund; and

B. Authorize the Chairman to execute the Resolution and all other required documents relating to the Grant application.

13. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

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

14. Recommendation Concerning the Lease Agreement with the City of Pensacola for the Library at Legion Field - Darlene Howell, Library Administrator

That the Board take the following action concerning the Lease Agreement with the City of Pensacola, for the library at Legion Field:

A. Approve the Lease Agreement for Legion Field Neighborhood Resource Center Library between the City of Pensacola and Escambia County; and

B. Authorize the Chairman to sign the Lease Agreement.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Change Order to BellSouth Telecommunications, Inc., DBA AT&T, for the Public Safety Department's E-911 Communications Telephone and Private IP Network Service - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for the telephone and private IP network service for the Public Safety Department's E-911 operations through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Communications
Type:	Addition
Amount:	$43,000
Vendor:	BellSouth Telecommunications, Inc., DBA AT&T
Project Name:	N/A
Contract:	Local service provider
PO#:	140109
CO#:	1
Original Award Amount:	$226,000
Cumulative Amount of Change Orders through this CO:	$43,000
New PO Total:	$269,000

[Funding Source: Fund 145, E-911 Operations Fund, Cost Center 330404, E-911 Communications]

2. Recommendation Concerning the Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Department Director

   That the Board extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Health Care Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Services to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2014, through December 7, 2015.

   [Funding: Fund 408, Emergency Medical Services, Revenue Account 342605, Escambia County Alabama Lease]

3. Recommendation Concerning the Services Agreement with Motorola Solutions, Inc., for Maintenance of the County's P25 Digital UHF Radio System, Microwave Systems, and Fixed Equipment - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Services Agreement, Contract Number S00001018872, Contract Modifier RN01, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment, in the total amount of $921,369.60, for the period October 1, 2014, through September 30, 2017:

   A. Approve and authorize the Chairman to sign the three-year Services Agreement; and

   B. Authorize the issuance of a Purchase Order, in the amount of $307,123.20, to Motorola Solutions, Inc., for the period October 1, 2014, through September 30, 2015.

   [Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repairs & Maintenance]

4. Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

   That the Board approve the issuance of a Purchase Order, in the amount of $320,000, to Whitman & Whitman, Inc. (Vendor Number 232613), for Fiscal Year 2014/2015, to provide Property, Casualty, and Liability Insurance for Escambia County Fire Rescue, in accordance with PD 10-11.064.

   [Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

5. Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

   That the Board approve the issuance of a Purchase Order, in the amount of $100,000, for Worker's Compensation Insurance and deductibles, for Volunteer Firefighters, to Preferred Governmental Insurance Trust (Vendor Number 164977), for Fiscal Year 2014/2015, in accordance with PD 10-11.064.

   [Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

6. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Community Affairs Department, for Fiscal Year 2014-2015 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community Affairs Department, for Fiscal Year 2014-2015, as follows:

Vendor	Amount	Contract Number
Merritt Veterinary Supply	$100,000	#12-029, Palm Beach County Term Contract
Vendor Number: 133193		
Animal Care, Medication, Medical Supplies, and Equipment		
Funding: Fund 001, General Fund, and Fund 101,Escambia County Restricted Fund		
Cost Center(s): Animal Services Administration 320501 and Kennel Sponsorships 320503		

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

7. Recommendation Concerning the Eleventh Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

   That the Board approve and authorize the Chairman to sign the Eleventh Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County Board of County Commissioners and Disabled American Veterans Department of Florida, Incorporated (D.A.V), extending Contract provisions for the period of October 1, 2014, through September 30, 2015, in the amount of $15,000.

   [Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services, $15,000]

8. Recommendation Concerning the Request for Waiver of Training Expenditure Requirement and Budget Approval by Workforce Escarosa, Inc., DBA CareerSource Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

   That the Board adopt and authorize the Chairman to sign the Joint Resolution of the Escambia County and Santa Rosa County Boards of Commissioners, supporting the request for a waiver of the 50% training expenditure requirement by Workforce Escarosa, Inc., DBA CareerSource Escarosa, to be forwarded to CareerSource Florida, Inc., thusly allowing for a 40% training services funds expenditure for Workforce Investment Act Adult and Dislocated Workers under the Florida Workforce Innovation Act and approval of their Fiscal Year 2014-2015 Budget.

9. Recommendation Concerning Supplemental Budget Amendment #232 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #232, Law Enforcement Trust Fund (121), in the amount of $367,443, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust Budget, to pay pending invoices for Fiscal Year 2013/2014, as well as drug/crime awareness, investigations, and other related Law Enforcement activities in Escambia County, pursuant to Florida Statute 932.7055.

10. Recommendation Concerning Supplemental Budget Amendment #268 - Amy Lovoy, Management and Budget Services Department Director

    That the Board adopt the Resolution approving Supplemental Budget Amendment #268, Escambia County Restricted Fund (101), in the amount of $1,340, to recognize proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and to appropriate these funds in the current year's Budget.

11. Recommendation Concerning Supplemental Budget Amendment #271 - Amy Lovoy, Management and Budget Services Department Director

    That the Board adopt the Resolution approving Supplemental Budget Amendment #271, General Fund (001), in the amount of $29,676, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for the purchase of K-9 Vests, to aid in related law enforcement activities in Escambia County.

12. Recommendation Concerning Supplemental Budget Amendment #274 - Amy Lovoy, Management and Budget Services Department Director

    That the Board adopt the Resolution approving Supplemental Budget Amendment #274, Library Fund (113), in the amount of $15,000, to recognize Grant proceeds from the National Endowment of the Arts and Arts Midwest, and to appropriate these funds for the "Big Read" Program, with the West Florida Public Library System, which is designed to revitalize the role of literature and encourage reading for pleasure and personal enlightenment. Matching funds are required in the amount of $15,000, and will come from within the Library's existing Budget and/or related in-kind match.

13. Recommendation Concerning Budget Amendment #286 - Amy Lovoy, Management and Budget Services Department Director

    That the Board approve Budget Amendment #286, Sheriff's Department, General Fund (001), in the amount of $510,000, to cover the purchase of additional fuel and a new copier. Funds are being reallocated from the Sheriff's existing Fiscal Year 2013/2014 Budget, no additional funding allocations are being requested from the Board of County Commissioners (BCC).

14. Recommendation Concerning Inmate Phone Services, PD 13-14.064 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.064, Inmate Phone Services, and approve the Agreement Relating to Inmate Phone Services between CenturyLink Public Communications, Inc., dba CenturyLink and Escambia County, with the total percent of revenue to the County of 96%.

[Funding: Fund 111, Detention/Jail Commissary, Revenue Account 342302]

15. Recommendation Concerning PD 13-14.065, Food Services for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.065, Food Services for the Jail, and approve the Agreement for Inmate Food Service between Ararmark Correctional Services, LLC, and Escambia County, in the amount of $1,400,000, for a term of three years, with options for two 12-month extensions.

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 53401]

16. Recommendation Concerning OLF-X Timber Removal and Sale of Timber, PD 13-14.077 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.077, OLF-X Timber Sale, and approve the Agreement for Sale/Purchase of Timber between Escambia Timber, LLC, and Escambia County, for timber removal and sale of timber, with proceeds of $198,667.24

[Funding: Fund 102, Economic Development Fund, Revenue Account 365004, Timber Sales]

17. Recommendation Concerning Escambia County Central Office Complex Chiller Replacement, PD 13-14.079 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.079, Escambia County Central Office (COC) Chiller Replacement, to Comfort Systems USA (Southeast), Inc., for the base Bid Option B, $175,854, and Bid Alternate, $7,680, for a total amount of $183,534, and authorize the County Administrator to execute all Purchase Orders, $50,000 or greater, for the Owner Direct Purchases.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56401]

18. Recommendation Concerning Gasoline and Diesel Fuel, PD 13-14.083 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.083, Gasoline and Diesel Fuel, and approve the Agreement Relating to Gasoline and Diesel Fuel between Cougar Oil Company and Escambia County for the annual budgeted amount of $6,500,000, for a 12-month term, effective October1, 2014, with the option for two 12-month extensions.

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

19. Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items, PD 13-14.084 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers Inc., and Escambia County for the annual budgeted amount of $1,000,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, $400,000 and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # Various Project Numbers, $600,000]

20. Recommendation Concerning Install Furnish and Removal of Signs, PD 13-14.085 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract #PD 13-14.085, Install, Furnish and Removal of Signs, and approve the Agreement Relating to Signs between Gulf Coast Traffic Engineers, Inc., in the annual amount of $80,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, $30,000 and Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 56401, $50,000]

21. Recommendation Concerning FEMA Flood Mitigation Assistance Program Application for Forest Creek Apartment Complex Acquisition/Relocation Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the competitive Federal Emergency Management Agency (FEMA), Flood Mitigation Assistance (FMA) Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project, as filed electronically with FEMA:

A. Acknowledge, for the Official Record, submission of the completive FEMA, FMA Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project #FMA-PJ-04-FL-2014-029, in the projected amount of $19,827,454;

B. Approve and ratify the County Administrator's execution of FEMA standard forms required, as part of the FMA Application; and

C. Authorize the Chairman or County Administrator, as appropriate, to execute all FMA or FEMA Grant-related documents, as required, to complete the application process, receive the Grant funds if awarded by FEMA, and complete project-related activities.

[Funding: N/A Application for Funds/subject to award by FEMA]

22. Recommendation Concerning the 2014/2015 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the REAP Agreement with the COA, in the amount of $47,000, for continuation of the Rural Elderly Assistance Program for the 2014/2015 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and any related documents necessary to implement the Project.

[Funding: Fund 129/CDBG, Fiscal Year 2015, Cost Center 220457]

23. Recommendation Concerning Approval of the 2014/2015 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2014/2015 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of $18,500, for the 2014/2015 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 220457]

24. Recommendation Concerning Amendment #1 to the 2012 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of Amendment #1 to the 2012 Emergency Solutions Grant (ESG) Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve Amendment #1 to the 2012 Emergency Solutions Grant (ESG) Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH) providing an additional $10,412.08, in 2012 ESG support (increasing the total from $19,077 to $29,489.08) to support continuing expansion and integration of the Homeless Management Information System (HMIS); and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related forms or documents as may be required to fully implement the Amendment.

[Funding: Fund 110, Emergency Solutions Grant, Cost Center 220561]

25. Recommendation Concerning Approval of the 2014/2015 Home Investments Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2014 Home Investment Partnerships Act (HOME) Program Grant (#M-14-DC-12-0225):

A. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with the City of Pensacola, providing for the utilization of $219,354 (including program and administrative support) in 2014 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of October 1, 2014;

B. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with Santa Rosa County, providing for the utilization of $160,800 (including program and administrative support) in 2014 HOME funds, to support approved Homebuyer Assistance and related project management activities within Santa Rosa County, with an effective date of October 1, 2014; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fiscal Year 2015 Budget, Fund 147, HOME, Cost Center 220458]

26. Recommendation Concerning the Residential Painting Grant Program - Keith Wilkins, Community & Environment Department Director

That the Board ratify the September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving the Residential Painting Grant Program, including specified eligibility income requirements, levels of Program assistance, and administrative provisions, as required to implement the Program for the benefit of eligible Escambia County property owners located within the County's designated six CRA Community Redevelopment Districts (CRD). The intent of the Program is to provide funding assistance for exterior painting improvements to the existing residential structures. An estimated budget of $60,000 will cover the initial expenses for this Program, which was not appropriated within the Fiscal Year 2014/2015 Budget.

[Funding: Fund 151, CRA, Cost Center 220515, Brownsville; Cost Center 220516, Warrington; Cost Center 220517, Palafox; Cost Center 220519, Barrancas; Cost Center 220520, Englewood; Cost Center 220521, Neighborhood Restoration]

27. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreement between Escambia County CRA and Prenecker and Marie L. Jackson, the owners of residential property located at 109 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,287, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

2. The Agreement between Escambia County CRA and Maggie M. Buchanan, the owner of residential property located at 1220 El Paso Circle, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of $5,729, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for windows and roof replacement; and

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

28. Recommendation Concerning the Cancellation of Nine Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	**Address**	**Amount**
James G. Cantrell	803 Rue Max Street	$1,365
Edward and Kirsten Germann	1202 Wilson Avenue	$832
Billy and Janice Crouch	208 Brandywine Road	$1,250
Sara Ioakim	123 Marine Drive	$1,129
Robert Thompson	103 Fleet Road	$995
Ted Simmons	1420 Wilson Avenue	$925
David W. Fichter	9 Brandywine Road	$1,087
John and Belle Welk	406 Southeast Syrcle Drive	$5,295
Mark and Mary Creighton	1200 Wilson Avenue	$1,075

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

29. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3420 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, 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 Program Funding and Lien Agreements for the property located at 3420 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kathleen A. Richardson, the owner of commercial property located at 3420 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $10,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for parking lot improvement; and

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

30. Recommendation Concerning the Fiscal Year 2014-2015 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Fiscal Year 2014-2015 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #021303, for Mosquito Control:

A. Approve the annual Contractual Services Agreement with an effective date of October 1, 2014, through September 30, 2015, in the amount of $31,540; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds]

31. Recommendation Concerning Security at the Central Booking and Detention Facility - Jack R. Brown, County Administrator

That the Board approve Change Order #2 to Purchase Order 141271-1, Securitas Security Services, USA, in the amount of $15,000, bringing the total of this Purchase Order to $60,000. Securitas Security Services, USA, has provided security 24 hours a day, seven days a week at the Central Booking and Detention Facility, for the period of May 19, 2014, through September 30, 2014.

[Funding: General Fund 001, Cost Center 330491, Object Code 53401]

32. Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action on Contract #PD 10-11.065, General Paving and Drainage Pricing Agreement:

A. Approve the final 12-month extension, effective October 1, 2014, on the Unit Price Contract #PD 10-11.065, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. APAC Mid-South, Inc. - Unit Price changes requested;
2. Gulf Atlantic Constructors, Inc. - No Unit Price changes requested;
3. Heaton Brothers Construction Co., Inc. - Unit Price changes requested;
4. Panhandle Grading and Paving, Inc. - Unit Price changes requested;
5. Roads, Inc., of NWF - Unit Price changes requested; and
6. Utility Services Co., Inc. - Unit Price changes requested;

B. Authorize the subject Contract for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46, of the Escambia County Code of Ordinances, during Fiscal Year 2014-2015.

[Funding Source: Various Funds, Cost Centers, and Project Numbers]

33. Recommendation Concerning the Myrtle Grove Athletic Park Emergency Repairs Project - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the payment to Utility Service Company, Inc., for Myrtle Grove Athletic Park Emergency Repairs Project, for the April 29, 2014, Flood Event, for the emergency response balance of line items of $24,517.75.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330495, Object Code 54612, Project #ESGPR03]

34. Recommendation Concerning Acceptance of the Donation of Real Property for Killam Road Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of real property, located at 1730 Buck Smith Road, for the Killam Road Paving and Drainage Improvements Project:

A. Accept the donation of a parcel of real property (approximately 0.07 acres), located at 1730 Buck Smith Road, for the Killam Road Paving and Drainage Improvements Project;

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

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

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

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

35. Recommendation Concerning the Acquisition of a Portion of Real Property Located at 8540 Killam Road for a Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a portion of a parcel of real property(approximately 0.33 acres),located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke:

A. Authorize the purchase of a portion of a parcel of real property (approximately 0.33 acres), located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke, for Killam Road paving and drainage project, for the appraised value of $12,100,in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a portion of a parcel of real property (approximately 0.33 acres), located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107/56101, Project No. 13EN2235]

36. Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

37. Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $80,500	$80,500	PD 12-13.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $100,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $7,400	$107,400	PD 13-14.058
C.	Allied Waste Services of North America Vendor Number: 010420 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $135,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $12,800	$147,800	PD 12-13.041

D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $655,000	$655,000	PD 10-11.049
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $55,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $3,200	$58,200	PD 13-14.058

38. Recommendation Concerning Emergency Purchase Order in Excess of $50,000 - David Musselwhite, Information Technology Department Director

That the Board accept for information and ratify the issuance of the following Purchase Order in excess of $50,000, issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, to replace critical fingerprinting equipment lost in the explosion of the Central Booking and Detention facility.

P.O Number	Vendor	Amount	Description
141180	Safran USA, Inc.	$51,515	Mugshot LiveScan

[Funding: Fund 501, Buildings, Cost Center 140836, Risk Management]

39. Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000 - David Musselwhite, Information Technology Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

	Vendors	Contract Numbers	Amounts
A.	Blue Arbor Temporary Labor Services Vendor Number: 023818 Fund: 001 Cost Center: 270109	PD 11-12.035 Board Approved 02/18/14	$100,000
B.	AT & T County Metro Ethernet Network/Managed Network VPN Service Vendor Number: 022687 Fund: 001 Cost Center: 270103	BCC Approved 06/01/06 & 03/26/07	$200,000
C.	E-Tech IBM Software Support and Maintenance Vendor Number: 042883 Fund: 001 Cost Center: 270111	250-000-09-1	$90,000
D.	PC Specialists Inc DBA Technology Integration Group (TIG) Maintenance Renewal Vendor Number: 150525 Funds: 001 Cost Centers: 270103	250-000-09-1	$175,000
E.	Environmental Systems Research Institute Geographical Information Systems Software Support and Maintenance Vendor Number: 051291 Fund: 001 Cost Center: 270109		$60,000
F.	Kronos Incorporated Hardware, Maintenance and Software Support Vendor Number: 111135 Fund: 001	1153966 RO2 Dec. 13	$65,000

	Cost Center: 270109		
G.	Cox Communications Internet Services, PRI Services, Metro-E Vendor Number: 034901 Fund:001 Cost Center: 270103		$75,000
H.	SmartCop, Inc DBA (CTS America) Jail Management System Vendor Number: 193560 Funds: 001 Cost Center: 270109		$59,000

40. Recommendation Concerning Amending the Approval of a Change Order for Panhandle Grading and Paving, Inc., Maintenance at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

That the Board amend its action taken on August 21, 2014, authorizing a Change Order to Panhandle Grading and Paving, Inc., for maintenance at the Perdido Landfill, to correct the Department Division from Engineering/Environmental Quality to Operations, the Cost Center from 230304 to 230314, and the Object Code from 53101 to 54601, due to a scrivener's error.

41. Recommendation Concerning a License Agreement for Access to International Paper Company Property for Periodic Water Quality Monitoring - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action regarding the License Agreement by and between International Paper Company and Escambia County, Florida:

A. Approve the Agreement between International Paper Company and Escambia County, Florida, granting the County permission to enter and use the surface of certain property situated in Cantonment, Florida, and described in Exhibit A, for the purpose of Elevenmile Creek access for periodic surface water quality monitoring, in accordance with Florida Department of Environmental Protection, Permit No. 0078433-003-SF, for the sum of $10.00, and other good and valuable consideration, as specified in the License Agreement, with an effective date of September 25, 2014; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste, Cost Center 230304, Object Code 54901]

42. Recommendation Concerning the Program Participation Agreement with Pathways for Change, Inc. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation, and Escambia County, Florida, a political subdivision of the State of Florida (County):

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program, to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute, for Fiscal Year 2014/2015, up to $140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full-time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

[Funding Source: Fund 001, General, Cost Center 110201, Object Code 58208]

43. Recommendation Concerning Purchase Orders in Excess of $50,000 for Fiscal Year 2014-2015 for Various Divisions of the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department.

44. Recommendation Concerning the Addendum to Contract - Commissary Services for the Road Prison, PD 13-14.044 - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the Chairman to sign the Addendum to Service Agreement between Kimble's Commissary Services and Escambia County, to provide commissary services for the Road Prison Division, Proposal #PD 13-14.044, based on the Board's action on Thursday, June 26, 2014.

[Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201]

45. Recommendation Concerning the Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign, the Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Heath System, Inc., in the amount of $800,000, which will allow Sacred Heart to make voluntary payments in lieu of taxes to Escambia County.

46. Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning the Workers' Compensation Insurance renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2014, through September 30, 2015, in the amount of $1,144,006, with a decrease of $20,907 from last year; and

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for the Escambia County Jail, effective October 1, 2014, through September 30, 2015, in the amount of $486,288, which is an increase from last year's premium of $389,739.

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

47. Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of Contract #PD 10-11.064, to Whitman & Whitman, Inc., to provide Property Insurance, not to exceed the amount of $1,190,657.08, for the period of October 1, 2014, through September 30, 2015. This is a decrease of $97,810.36 from last year's premium.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

48. Recommendation Concerning General Liability, Public Officials Liability, Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice Insurance for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to Whitman & Whitman, Inc., for the General Liability, Public Officials Liability, and Professional Liability Insurance, through Brit Global Specialty USA, effective October 1, 2014, through September 30, 2015 in the amount of $306,584.45, with a $100,000 deductible;

B. Approve the payment to Whitman & Whitman, Inc., for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Willis, effective October 1, 2014, through September 30, 2015, in the amount of $37,164.24, with a deductible of $110,000; and

C. Approve the payment to Whitman & Whitman, Inc., for the Medical Malpractice Insurance through Evanston Insurance Company, effective October 1, 2014, through September 30, 2015, in the amount of $58,148, with a $7,500 deductible.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

49. Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000, for the West Florida Public Library System – Darlene Howell, Library Administrator

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Library System, as follows:

Vendor	Amount	Contract Number
A. Baker & Taylor Vendor Number: 020512 Library Books Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601	$58,000	715-001-07-1
B. Brodart Co. Vendor Number: 025970 Library Books and Supplies Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601 and 55101	$171,000	715-001-07-1
C. Midwest Tape Vendor Number: 133307 Library Books Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601	$87,500	715-001-07-1
D. Blue Arbor Vendor Number: 023818 Temporary Employment Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	$350,000	PD 11-12035
E. Securitas Vendor Number: 191895 Security Guards Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	$67,000	PD 10-11.043

50. Recommendation Concerning the Big Read Grant Agreement - Darlene Howell, Library Administrator

That the Board take the following action concerning the Big Read Grant Agreement:

A. Approve the Big Read Grant Agreement, in the amount of $15,000, between the West Florida Public Library Board of Governance and Arts Midwest on behalf of the National Endowment for the Arts, for the Big Read Program, which is designed to revitalize the role of literature in American culture and to encourage citizens to read for pleasure and enlightenment; and

B. Authorize the acceptance and disbursement of funds per Board policy.

[Funding: Fund 113, Library Fund, will be increased by $15,000]

51. Recommendation Concerning the Payment to Roads, Inc., of NWF, for Emergency Repair Projects - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Emergency Repair Projects:

A. Approve the payment to Roads Inc., of NWF, for Crescent Lake Sediment Removal, for the Emergency Repair Project, for the April 29, 2014, Flood Event, for the emergency response balance of line items of $151,107.54, and

B. Approve the payment to Roads, Inc., of NWF, for Blue Springs in Crescent Lake, for the Emergency Repair Project, for the April 29, 2014, Flood Event, for the emergency response balance of items of $26,941.25.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW17 - Blue Springs in Crescent Lake and Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESAPW03 - Crescent Lake Sediment Removal]

III. For Discussion

1. Recommendation Concerning Change Order #3 to Dewberry Consultants for $300,000 - Amy Lovoy, Management and Budget Services Department Director

   That the Board approve Change Order #3 to Dewberry Consultants on Purchase Order 141317, in the amount of $300,000, bringing the job total to $1,500,000 or .96% of the estimated identified damages to date.

2. Recommendation Concerning a Request for a Cajun-themed Musical Event - Commissioner Wilson B. Robertson, District 1

   That the Board consider the request by the Pensacola Scottish Rite, for $8,000, to be funded from the 4th Cent Tourist Development Tax, for a Cajun-themed musical event, to be held December 20, 2014, at the Escambia County Equestrian Center, and approve a Purchase Order for this purpose.

3. Recommendation Concerning the Not Exceeding $8,500,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2014 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding $8,500,000, Capital Improvement Revenue Note, Series 2014, approving the loan to the County from Whitney Bank d/b/a Hancock Bank (the "Lender"), the terms of the loan to the County established therein, and approving the 2014 Project.

4. Recommendation Concerning an Interlocal Agreement between Escambia County and the Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

   That the Board approve the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) Relating to Loan Financing for Sand Renourishment and Restoration on Santa Island, requiring the SRIA to make monthly payments to the County, in amounts necessary to cover the full debt service on the 2014 Capital Improvement Revenue Note, issued by the County, for the purpose of renourishing certain areas of Pensacola Beach.

COUNTY ATTORNEY'S REPORT

I. For Action

1. That the Board authorize the scheduling of a Public Hearing for October 9, 2014, at 5:31 p.m. for consideration of adopting an Ordinance creating Part I, Chapter 34, Section 34-10 of the Escambia County Code of Ordinances.

2. Recommendation Concerning Retaining Attorneys Barry Beroset and Joe Hammons to Provide Criminal Defense Counsel to Current or Former County Commissioners and Authorizing Barry Beroset as an Additional Option for Current or Former County Employees

   That the Board retain attorneys Barry Beroset and Joe Hammons, in accordance with the Board's policy adopted May 15, 2014, as follows:

   A. Provide criminal defense counsel to current or former commissioners who are issued a subpoena or an invitation to appear before the Grand Jury to be convened relative to the explosion at the County's CBD facility and other issues related to the jail, with a rate not to exceed $250 per hour and funds coming from the County Attorney's Professional Services budget line; and,

   B. Authorize Barry Beroset as an additional option for current or former County employees, who are issued a subpoena or an invitation to appear before the Grand Jury to be convened relative to the explosion at the County's CBD facility and other issues related to the jail, with a rate not to exceed $250 per hour with funds also coming from the County Attorney's Professional Services budget line.

3. Recommendation Concerning the Memorandum of Understanding (MOU) between the Board of County Commissioners, the Escambia County Sheriff's Office, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to Cooperate in Funding the Purchase of an Emergency Notification System.

   That the Board approve the Memorandum of Understanding between the Board of County Commissioners of Escambia County, Florida, the Escambia County Sheriff's Office, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to cooperate in funding the purchase of an emergency notification system.

   (MEMORANDUM OF UNDERSTANDING TO BE DISTRIBUTED UNDER SEPARATE COVER.)

4. Recommendation Concerning Amendment # 1 to the Memorandum of Understanding (MOU) between Escambia County Board of County Commissioners and Sheriff of Escambia County.

   That the Board approve Amendment # 1 to the Memorandum of Understanding (MOU) between Escambia County Board of County Commissioners and Sheriff of Escambia County dated September 24, 2013.

5. Recommendation Concerning Escambia County v. Innerarity Island Development Corporation (Case No. 2014 CA 000237).

   That the Board:

   A. Ratify amending the Petition to Appoint Receiver pursuant to the Notice of Abandonment to name Emerald Coast Utilities Authority as an additional respondent; and

   B. Approve the initiation of dispute resolution procedures provided by Chapter 164, Florida Statutes, the Local Government Conflict Resolution Act.

6. Recommendation Concerning Authorization for the County Attorney's Office to Voluntarily Dismiss the Circuit Court Action against property located at 1999 Massachusetts Avenue (Sean's Outpost, Inc.)

   That the Board take the following action:

   A. Authorize the the County Attorney's Office to voluntarily dismiss without prejudice the circuit court action seeking injunctive relief against the owners of

1999 Massachusetts Avenue for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code; and

B. Authorize the County Attorney's Office leave to re-file the above referenced action in the future without further Board action if legally appropriate.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6875 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Ratification/Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the following eight Proclamations:

A. Ratify the Proclamation, dated September 2, 2014, supporting the 100th Celebration of the Barrineau Park 4-H Club and thanking all the leaders, volunteers, and members who have served over the last 100 years for their dedication, outstanding work, and service to Escambia County;

B. Ratify the Proclamation dated September 4, 2014, officially designating September 10, 2014, as a Day of No Kill in Escambia County, Florida, and encouraging our community to embrace the Day of No Kill and to work to create a No Kill Escambia County, even if it is for “Just One Day,” because if we can do it on September 10, 2014, then we can also do it other days for “Just Another Day";

C. Ratify the Proclamation dated September 11, 2014, recognizing and commending Ms. Sherry Zalika Sykes for her dedication and commitment to diminishing violence in the United States and extending a warm welcome on the occasion of her visit;

D. Ratify the Proclamation dated September 11, 2014, commending and congratulating Mr. Fred Levin on his prestigious career, his numerous honors, awards, and achievements and wishing him much success with his biography, which is already the Number 1 Boxing Biography on Amazon;

E. Ratify the Proclamation dated September 16, 2014, congratulating Mr. Ellis Miller on his retirement after 52 years and expressing appreciation for his dedication, outstanding work, and service to Escambia County;

F. Adopt the Proclamation proclaiming the month of October 2014 as “Manufacturing Appreciation Month” in Escambia County and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our city, county, region, state and the nation;

G. Adopt the Proclamation commending and honoring the life of Molly McGuire Martin and extending our heartfelt condolences and well wishes to her family and friends; and

F. Adopt the Proclamation recognizing and commending Mr. Randy Wilkerson for his dedicated service to the community, expressing its sincerest gratitude for his service, and wishing him the best in his future endeavors.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format by the County Administration staff for BCC approval. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

***WHEREAS**, in 1914 Escambia County Extension Agent Mr. Ed Finlayson started the Barrineau Park 4-H Club with approximately 10 members, who met in homes and later met in churches, Gindl's store, and the Barrineau Park Community Center; and*

***WHEREAS**, the Barrineau Park 4-H Club is the oldest continuous 4-H Club in the State of Florida; and*

***WHEREAS**, the Barrineau Park 4-H Club is proudly celebrating its 100th year; and*

***WHEREAS**, when the Club was started, the major programs were a tomato club, gardening, sewing, poultry, a corn club, and livestock; and*

***WHEREAS**, the Club's major programs now are leadership, citizenship, livestock, horses, food/nutrition, environmental education, marine science, shooting sports, and public speaking.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, supports the 100th Celebration of the Barrineau Park 4-H Club and wishes to thank all the leaders, volunteers, and members who have served over the last 100 years for their dedication, outstanding work, and service to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: September 2, 2014

PROCLAMATION

***WHEREAS**, throughout human history, art and literature have depicted people in all walks of life and social strata with dogs, cats, and other animal companions, illustrating their widespread presence in everyday life. Animals have long been admired for the purity of their character traits, with military annals documenting the wartime bravery and courage of dogs in the K-9 Corps; and*

***WHEREAS**, our own culture is populated with examples of the well-established place animals have found in our hearts and homes. People of all ages, but particularly the elderly and the young, enjoy their companionship. For children, an animal in the home contributes warmth and unconditional love and teaches responsibility and consideration for the needs of another creature. People who suffer from disease or injury experience a therapeutic benefit from the presence of animals; and*

***WHEREAS**, animals do so much good for the community by giving us a sense of optimism, safeguarding us from depression and loneliness, and breaking down the barriers that isolate us from one another. Dogs, cats, and other animal companions are considered cherished members of our families; and*

***WHEREAS**, September 10, 2014, will be the fifth special "No Kill" Adoption Day in Escambia County, and the Escambia County Animal Shelter will join others in giving something back. For "Just One Day," September 10, 2014, the euthanasia of adoptable animals will not take place in Escambia County with the Escambia County Animal Shelter and volunteers promoting animals for adoption. The Animal Shelter will stay open for extended hours and will be asking the community to help empty the shelter the good way – through animal adoptions; and*

***WHEREAS**, the No Kill Movement in the U.S. has successfully implemented new and innovative programs that provide alternatives to euthanasia, but lifesaving change will only come about if No Kill Programs are embraced and further developed.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, officially designates September 10, 2014, as a Day of No Kill in Escambia County, Florida, and encourages our community to embrace the Day of No Kill and to work to create a No Kill Escambia County, even if it is for "Just One Day," because if we can do it on September 10, 2014, then we can also do it other days for "Just Another Day."*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman,
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: September 4, 2014

PROCLAMATION

***WHEREAS**, Sherry Zalika Sykes is a career diplomat with the U.S. Department of State. She has served abroad in Tanzania, Nigeria, Ethiopia, Eritrea, Djibouti, South Africa, and Mozambique, as well as Washington, D.C.; and*

***WHEREAS**, on July 4, 2013, Ms. Sykes son, "Omar," was killed in a robbery that occurred across the street from his school, Howard University; and*

***WHEREAS**, Ms. Sykes is undertaking a sabbatical year of research, writing, and activism on violence. The Department of State, in concert with the Uma Chapman Cox Foundation, granted the sabbatical fellowship based on Ms. Sykes proposal to better understand what is happening in the United States to counter the plague of violence that is impacting so many lives; and*

***WHEREAS**, Ms. Sykes will investigate the policy and programmatic work of organizations that have been effective in diminishing violence. Her work will then be to inform and enable critical audiences about these organizations and their methods in order to promote peace and security at home and abroad; and*

***WHEREAS**, sponsored by The National Movement for Civil and Human Rights, Inc., and The Thornton Review Social Media Network, Ms. Sykes will be speaking on Monday, September 15, 2014, at the Greater Union Baptist Church, on "Crime in Our Community and Its Impact on the Mothers Who Lost Their Loved Ones."*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes and commends Ms. Sherry Zalika Sykes for her dedication and commitment to diminishing violence in the United States and extends a warm welcome on the occasion of her visit.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: September 11, 2014

PROCLAMATION

***WHEREAS**, Fred Levin was born in Pensacola, Florida, on March 29, 1937, to Rose and Abe Levin. He grew up in a conservative Jewish household, along with his brothers David, Herman, Stanley, Martin, and Allen; and*

***WHEREAS**, in 1958, Mr. Levin received his undergraduate degree from the University of Florida. He graduated number three in his Law School Class at the University of Florida in 1961 and began practicing law that same year in the law firm of Levin & Askew, the firm founded by his brother David and Reubin Askew, who later served two terms as the Governor of Florida; and*

***WHEREAS**, in 1993, Mr. Levin rewrote the Florida Medicaid Third Part Recovery Act to permit the State of Florida to sue the Tobacco Industry to recover expenditures for treating illnesses caused by cigarette smoking. The legislation, which has been called the single most effective health care legislation in history and is credited with saving 100,000 American lives each year, eventually resulted in a $13 billion dollar settlement for the State of Florida; and*

***WHEREAS**, in 1994, Mr. Levin received the "Perry Nichols Award," the highest honor bestowed by the Academy of Florida Trial Lawyers, which is given in recognition for a person's lifetime achievements in the pursuit of justice; and*

***WHEREAS**, because of his lifetime of dedication to equal justice for people of all races, Mr. Levin was honored in 1999 at the United Nations by being made a Chief in the Republic of Ghana. He is one of only two non-Ghanians to ever receive this honor; and*

***WHEREAS**, Mr. Levin's lifetime achievements are almost too numerous to mention. He is in the National Trial Lawyers Hall of Fame and the Boxing Hall of Fame. He was the recipient of the Rocky Marciano National Boxing Manager of the Year Award in 1994 and was selected as National Boxing Manager of the Year by the National Boxing Writers Association in 1995; and*

***WHEREAS**, the life of Mr. Levin has been chronicled in the authorized biography by Josh Young titled, "And Give Up Showbiz: How Fred Levin Beat Big Tobacco, Avoided Two Murder Prosecutions, Became a Chief of Ghana, Earned Boxing Manager of the Year & Transformed American Law," which is now available at bookstores and online.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Fred Levin on his prestigious career, his numerous honors, awards, and achievements and wishes him much success with his biography, which is already the Number 1 Boxing Biography on Amazon.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: September 11, 2014

PROCLAMATION

Whereas, *Ellis Miller, 4-H Camp Caretaker with University of Florida/IFAS Extension Escambia County, has served the citizens of Escambia County for 52 years; and*

Whereas, *Mr. Miller has raised up three generations of 4-H'ers and has seen Cloverbuds become parents and grandparents to new Cloverbuds; and*

Whereas, *Mr. Miller has survived all these years without being maimed by a moma cow; and*

Whereas, *Mr. Miller possesses extraordinary mechanical skills and can fix anything but a broken heart; and*

Whereas, *Mr. Miller exhibits extraordinary patience after having built more fences with Lamar Christenberry than any man should have to build in one lifetime; and*

Whereas, *Mr. Miller has an affinity for hugging pretty women.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, congratulates Mr. Ellis Miller on his retirement after 52 years and appreciates his dedication, outstanding work, and service to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: September 16, 2014

PROCLAMATION

***WHEREAS**, recognizing October 2014 as Manufacturing Appreciation Month is an effective way to highlight the importance of manufacturing in our nation's economy and to draw attention to the many rewarding, high-skilled manufacturing jobs, as well as supporting and celebrating Florida's manufacturers and school programs that prepare our future workforce; and*

***WHEREAS**, the Northwest Florida Manufacturers Council, the Manufacturing Association of Florida, the Florida Advanced Technological Education Center of Excellence, and the National Association of Manufacturers support manufacturing and manufacturing careers; and*

***WHEREAS**, coordination for student tours is led by the Northwest Florida Manufacturers Council to raise awareness of young adults about the high-skill, high-wage careers available in Northwest Florida in the manufacturing industry; and*

***WHEREAS**, manufacturing is a cornerstone of the economy in Florida and the United States of America; and*

***WHEREAS,** manufacturing is a key driver in the Northwest Florida regional economy, providing 14,370 direct jobs that generate $763 million in total wages, with average wages per worker of $53,111; and*

***WHEREAS**, Escambia County is fortunate to be home to many outstanding manufacturing businesses which are world leaders in their respective fields; and*

***WHEREAS**, Escambia County recognizes the importance of manufacturing as a major contributor to the economic health of our communities and commends and supports this important cause and the organizations involved.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims the month of October 2014 as*

"Manufacturing Appreciation Month"

In Escambia County and urges all citizens to join in recognizing the value of our manufacturers and the importance they serve in our city, county, region, state and the nation.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven L. Barry, District Five
Vice Chairman

Grover C. Robinson, IV, District Four

Wilson B. Robertson, District One

Gene M. Valentino, District Two

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 25, 2014

PROCLAMATION

***WHEREAS**, Molly McGuire Martin, known as "Molly" to her friends and the entirety of Escambia County, Florida, was a successful business woman, loving wife, mother, grandmother, a devout Christian, singer, and entertainer whose humor, love, and devotion to community was truly outstanding and totally American; and*

***WHEREAS**, Molly M. Martin was born in Kentucky, came to us by way of the great State of Mississippi, and personified the definition of "Southern Belle," with class and dignity in every way; and*

***WHEREAS**, Molly and Jim Martin, her husband, began, along with other business ventures, a small restaurant on Fairfield Drive here in Pensacola and built it into a nationally-known chain of restaurants that includes two McGuire's Irish Pubs, Flounders, and Crabs; and*

***WHEREAS**, Molly was the founder and leader of the Mother Earth Society and began the nationwide custom of stapling dollar bills to the wall with one's name on it in their restaurants; and*

***WHEREAS**, Molly served as a worldwide ambassador for Escambia County through her restaurants providing great food and wonderful hospitality to thousands of visitors annually.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does commend and honor the life of Molly McGuire Martin and extends our heartfelt condolences and well wishes to her family and friends.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

_____
Deputy Clerk

Adopted: September 25, 2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6853 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Adoption of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of Retirement Proclamations - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the following three Proclamations:

A. The Proclamation commending and congratulating Hector G. Montalvo, Senior Office Support Assistant, Building Inspections Department, on his retirement after 6 years of service;

B. The Proclamation commending and congratulating Sharon L. Skipper, Administrative Supervisor, Development Services Department, on her retirement after 35 years of service; and

C. The Proclamation commending and congratulating Dianne D. Taylor, Property Lien Program Coordinator, Management and Budget Services Department, on her retirement after 12 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

092514 ret procs

PROCLAMATION

***WHEREAS**, Hector G. Montalvo worked as a County employee very faithfully for 6 years, retiring as a Senior Office Support Assistant with the Building Inspections Department.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Hector G. Montalvo for 6 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: September 25, 2014

PROCLAMATION

WHEREAS, *Sharon L. Skipper worked as a County employee very faithfully for 35 years, retiring as an Administrative Supervisor with the Development Services Department, Planning and Zoning 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 Sharon L. Skipper on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Sharon L. Skipper for 35 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: September 25, 2014

PROCLAMATION

WHEREAS, *Dianne D. Taylor worked as a County employee very faithfully for 12 years, retiring as a Property Lien Program Coordinator with the Management and Budget Services Department.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Dianne D. Taylor on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Dianne D. Taylor for 12 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: September 25, 2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6701 **Written Communication** **9. A.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Environmental (Code) Enforcement Lien Relief- 5802 Memphis Avenue
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

July 9, 2014, communication from P. Mark Taylor requesting the Board release his name from a Code Enforcement Lien attached to property located at 5802 Memphis Avenue.

Recommendation: That the Board review and consider lien relief request made by P. Mark Taylor against property located at 5802 Memphis Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

P. Mark Taylor still wants to make his appeal before the Board under Written Communication.

BACKGROUND:

The Office of Environmental Enforcement received a complaint for overgrowth, trash, debris and delapidated structure. A Notice of Violation was mailed both regular and certified mail to the owner. Certified Notice of Violation was returned marked "Unclaimed".

Officer made contact with owner to discuss abatement options. No improvements or efforts were made to abate the violations.

On May 3, 2012 owner made contact with officer. He stated he planned to demolish the building. Owner had the yard cleaned and trash removed. The structure was not demolished and remains.

Hearing was held and county was awarded court cost of $1,100.00, $100.00 per day fine with a deadline of 12/04/13 to abate violations.

December 4, 2013 a Letter of Non-Complaince was mailed to owner.

Property has been put out for bid and will be abated by county if new owner does not abate violations.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: $1,100.00
B. Daily Fines: $100 per day from 12/4/13-08/11/14 = $25,000
C. Abatement Cost: $8,895 (complied it on 08/11/14)

TOTAL $34,995

Daily fines are accruing.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

5802 Memphis Avenue

July 9, 2014

Board of County Commissioners
C/O Escambia County Code Enforcement Office
3363 West Park Place
Pensacola, FL 32505

RE: Case Number CE#-11-06-01912 – 5802 Memphis Ave

Dear Chairman May & County Commissioners,

In November of 2013, a lien was placed against a property that I use to own but relinquished ownership through a tax deed auction in "as is" condition this past January. The costs to repair the property were more than I could handle at the time.

On July 8, 2014 this lien was brought to my attention when trying to close on a refinance loan on a non-related property. After consulting with the title company and the lender, it is a requirement of theirs that the lien be modified removing my name from the lien as I am no longer the property owner. I respectfully request that you approve an amendment to the court order removing my name from the lien as I no longer have an ownership interest in the property.

I believe it is prudent to mention that removing my name from the lien in no way releases the lien and it is still secured to the subject property.

Thank you in advance for your consideration in this matter.

Respectfully,

P. Mark Taylor

P. Mark Taylor
1719 N 9th Ave
Pensacola, FL 32503
(850) 554-5440 cell

Sandra F Slay

From: Stephen G. West
Sent: Tuesday, July 22, 2014 1:43 PM
To: Sandra F Slay
Cc: Tara D. Cannon
Subject: RE: Lien forgiveness request 5802 Memphis Ave

Sam:

This one can be denied based on the Board's policy against granting relief to the violator and also when the violations have not been abated (please confirm this). I will ask my assistant to prepare a letter for the County Administrator.

-----Original Message-----
From: Sandra F Slay
Sent: Tuesday, July 22, 2014 11:37 AM
To: Stephen G. West
Subject: Lien forgiveness request 5802 Memphis Ave

Please review and let me know.

Thanks

-----Original Message-----
From: noreply-code copier@myescambia.com [mailto:noreply-code copier@myescambia.com]
Sent: Tuesday, July 22, 2014 11:35 AM
To: Sandra F Slay
Subject: Message from "RNP0026734ADD80"

This E-mail was sent from "RNP0026734ADD80" (Aficio MP C4502).

Scan Date: 07.22.2014 12:35:08 (-0400)
Queries to: noreply-code copier@myescambia.com

Office of Environmental Enforcement

Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: **5802 Memphis Avenue**
Property Owner: **Paul Taylor A.K.A. Mark Taylor**
Original Complaint: **Overgrowth, trash, debris and deteriorated structures**
EE Case #: **CE110601912**

OPEN AND ACTIVE CASE

06/88/11 **Received complaint and officer investigated. Officer observed overgrowth, trash, debris and deteriorated structure. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail. Certified mailed returned marked "Unclaimed"**

07/07/11 **No progress made to abate violations. Contact from owner. Officer discussed abatement with Mark Taylor.**

10/05/11 **No changes with property. No active permits pulled. Issued citation to owner.**

02/02/12 **No progress made to abate violations. Observed new violation. Mailed corrected NOV to owner received by Amber Taylor.**

05/03/12 **Mark Taylor contacted the officer again to discuss abatement. He stated he was going to demolish the building.**

06/04/12 **Clean up crew on site.**

04/02/13 **The shell of the building remains with broken windows.**

04/30/13 **Mark Taylor contacted the officer again and stated he has been busy campaigning for the vacant Representative seat left by Clay Ford and hasn't had the time to demolish the building.**

07/29/13 **Title search requested.**

10/01/13 **Request special magistrate hearing.**

10/09/13 **Hearing notices sent both regular and certified mail to owner and received Mark Taylor. Continuance requested and granted.**

11/12/13 **Hearing held. Court cost of $1,100.00 was awarded to county, $100.00 per day fine with a deadline of 12/04/13 . Copy of order mailed to owner.**

12/04/13 **Violations remained. Non compliance letter mailed to owner.**

06/05/14 Property was put out for bid. Violations remain.

Cost

Court Cost:	**$1,100.00**
Fines:	**?**
Abatement:	**?**
Total	**$?**

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

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#11-06-01912
LOCATION: 5802 Memphis Avenue
PR# 132S301206003002

Taylor, Paul
1111 E Moreno Street
Pensacola, FL 32503

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, NO ONE APPEARED AFTER DUE NOTICE as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

  _____

- ☑ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Paul Taylor shall have until December 3, **2013** to correct the violation and to bring the violation into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [x] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing December 4, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1100.00/ea are awarded in favor of Escambia County as the prevailing party against PAUL TAYLOR.

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 12TH day of NOVEMBER, 2013.

Jeffrey T. Sauer
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 01/27/2014 at 11:51 AM OR Book 7129 Page 17, Instrument #2014005728, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $65.10

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 14-058
PropertyIdentification No. 132S301206003002
Tax Account No. 053917800

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03434 issued on June 1, 2011 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 6th day of January 2014, offered for sale as required by law for cash to the highest bidder and was sold to: **TC TAMPA 1 LLC, PNC C/O TC TAMPA 1 LLC PO BOX 3167 TAMPA, FL 33601**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 6th day of January 2014, in the County of Escambia, State of Florida, in consideration of the sum of ($9,262.50) NINE THOUSAND TWO HUNDRED SIXTY TWO AND 50/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

S 65 FT OF W 132 FT OF NW 1/4 OF NE 1/4 OR 6593 P 1934

**** Property previously assessed to: PAUL TAYLOR AKA PAUL M TAYLOR**

SECTION 13, TOWNSHIP 2 S, RANGE 30 W

PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida

Witness: Melinda Johnson
Witness: Emily Hogg

State of Florida
County of Escambia

On this 9TH DAY OF JANUARY 2014 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By: Emily Hogg, Deputy Clerk

Chris Jones
Escambia County Property A

Real Estate Search	Tangible Property Search	Sale List	Amendmen Calcı

Back

Navigate Mode Account Reference

General Information

Reference: 132S301206003002
Account: 053917800
Owners: TC TAMPA 1 LLC
Mail: PO BOX 3167
TAMPA, FL 33601
Situs: 5802 MEMPHIS AVE 32526
Use Code: PRIVATE SCHOOL-GRADE SCHOOL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll As
Improvements:
Land:
Total:
Save Our Homes:

Amendment 1/

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/09/2014	7129	17	$9,300	TD	View Instr
05/12/2010	6593	1934	$15,000	QC	View Instr
08/23/2007	6219	801	$163,200	CT	View Instr
08/1999	4468	1524	$135,000	WD	View Instr
03/1999	4392	344	$98,000	WD	View Instr
02/1998	4236	78	$36,500	CT	View Instr
09/1996	4048	859	$18,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll E
None

Legal Description
S 65 FT OF W 132 FT O
17

Extra Features
ASPHALT PAVEMENT
CONCRETE PAVING
CONCRETE WALKS

Parcel Information

Section Map Id:
13-2S-30-1

Approx. Acreage:
0.2000

Zoned:
R-5

Evacuation & Flood Information
Open Report

Buildings

Building 1 - Address:5802 MEMPHIS AVE, Year Built: 1974, Effective Year: 1988

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1.00*
EXTERIOR WALL-*STUCCO OV BLOCK*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*14.00*
NO. STORIES-*1.00*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*FLAT/SHED*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 3412 Total SF

BASE AREA - *3364*
UTILITY UNF - *48*

Images





8/24/09



4/15/10

8/24/09



7/10/02

8/24/09



1/14/14

The primary use of the assessment data is for the preparation of the current year tax
is assumed for inaccuracies or errors.

To: mark@marktaylorconstruction.net
Subject: RE: 5802 Memphis Lien for Mark Taylor

Good afternoon,

I am in receipt of your appeal, keep your fingers crossed and we will see if anything can be done. If approved we will let you know the date, time and where to go.

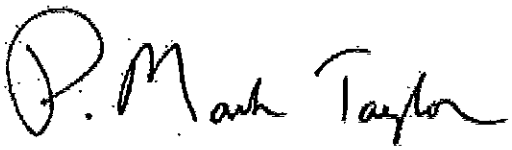
Thanks,
Janice

From: Mark Taylor - Mark Taylor Construction, LLC [mailto:mark@marktaylorconstruction.net]
Sent: Wednesday, July 09, 2014 12:50 PM
To: Janice K. Gilly
Cc: mark@marktaylorconstruction.net
Subject: 5802 Memphis Lien for Mark Taylor

Hi Janis, thank you so much for helping with this lien release. Attached is the letter. Please let me know if this will be acceptable.

Thanks again.

Respectfully,



P. Mark Taylor
Contractor / President of
Mark Taylor Construction, LLC
Performance Masonry, LLC

(850) 554-5440 Cell
(850) 659-7073 Fax

Mark@MarkTaylorConstruction.net
www.MarkTaylorConstruction.net

Mark Taylor Construction, LLC



Mark Taylor

Certified General Contractor
Certified Roofing Contractor
Experienced Masonry Contractor

Call (850) 554-5440

1719 N 9th Ave, Pensacola, FL 32503
Mark@MarkTaylorConstruction.net
www.MarkTaylorConstruction.net

CGC1518761 & CCC1326545

✓Brick Veneer ✓Stone Veneer ✓Roofing ✓Drywall ✓Framing
✓Residential ✓New Construction ✓Remodeling

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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.

This email is free from viruses and malware because avast! Antivirus protection is active.

Janice K. Gilly

From: Mark Taylor - Mark Taylor Construction, LLC [mark@marktaylorconstruction.net]
Sent: Wednesday, July 09, 2014 12:50 PM
To: Janice K. Gilly
Cc: mark@marktaylorconstruction.net
Subject: 5802 Memphis Lien for Mark Taylor
Attachments: PMT_County_Commissioners_5802_Memphis_Lien_Release.pdf

Hi Janis, thank you so much for helping with this lien release. Attached is the letter. Please let me know if this will be acceptable.

Thanks again.

Respectfully,

P. Mark Taylor
Contractor / President of
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✓Residential ✓New Construction ✓Remodeling

Janice K. Gilly

From: Mark Taylor - Mark Taylor Construction, LLC [mark@marktaylorconstruction.net]
Sent: Wednesday, July 09, 2014 4:30 PM
To: Janice K. Gilly
Cc: mark@marktaylorconstruction.net
Subject: RE: 5802 Memphis Lien for Mark Taylor

Thank you Janice! I reached out to Lumon May and my cousin Matt Mooneyham about this as well and forwarded a copy of the request. Hopefully it will work out. Thank you for working on this! ☺

Respectfully,

P. Mark Taylor
Contractor / President of
Mark Taylor Construction, LLC
Performance Masonry, LLC

(850) 554-5440 Cell
(850) 659-7073 Fax

Mark@MarkTaylorConstruction.net
www.MarkTaylorConstruction.net



From: Janice K. Gilly [mailto:JKGILLY@co.escambia.fl.us]
Sent: Wednesday, July 09, 2014 3:51 PM

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6702 **Written Communication** **9. B.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Environmental (Code) Enforcement Lien Relief – 2825 Red Oak Drive
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

July 29, 2014, communication from Kondaur Capital Corporation requesting the Board forgive a Code Enforcement Lien attached to property located at 2825 Red Oak Drive.

Recommendation: That the Board review and consider lien relief request made by Kondaur Capital Corporation against property located at 2825 Red Oak Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse, but to appeal before the Board under Written Communication.

BACKGROUND:

The Office of Environmental Enforcement has worked two cases on the property located at 2825 Red Oak Drive. In both cases the owner failed to abate violations and was scheduled for court.

The first case was in reference to overgrowth, trash, debris, inoperable vehicle and deteriorated structure. Owners failed to comply so court was scheduled. The county was awarded $1,100.00 court cost, $5.00 per day fine with a deadline of 4/25/2012 to abate violations.

Escambia County abated the violations.

The second case was in reference to overgrowth, trash, debris and deteriorated fence. Owners were noticed and failed to comply. Court was scheduled and Escambia County was awarded $1,100.00 court cost, $100.00 per day fine with a deadline of 9/26/13 to abate violations. New owners (bank) abated violations on 2/14/14

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement lien:

Cost

A. Administrative Cost: $1,100.00
B. Daily Fines: $6,980.00
C. Abatement Cost: $950.00

TOTAL $9,030.00

A. Administrative Cost: $1,100.00
Daily Fines: $14,700.00
A. Abatement Cost: $0

TOTAL $15,800.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2825 Red Oak Drive

To: The Office of Environmental Enforcement
Special Magistrate
In and for Escambia County, Florida

RE: Case No. CE 13-05-00873
Location: 2825 Red Oak Drive
PR# 102S313000006001

This is to appeal for the elimination and/or reduction of fines levied and made a lien on the property located at 2828 Red Oak Drive, Pensacola, FL 32526 due to the fact that fines were issued to the previous owners and pre-date the transfer of ownership through foreclosure sale which occurred on October 3, 2013.

Furthermore, the Nuisance Conditions cited were contracted for correction once possession of the property was obtained, and clean up was completed by October 25, 2013.

Documentation attached:

- Recorded Certificate of Title
- Vendors Debris Removal Report
- Copy of Violations

Thank you for your consideration,

Dan Hosfield
REO Specialist
(714) 352-2059
dhosfield@kondaur.com
333 S Anita #400
Orange, CA 92868

KONDAUR
CAPITAL CORPORATION
Soaring to Better Solutions

Kondaur Capital Corporation Trustee for Matawin Ventures Trust Series 2013-2
1301 N Mechanic
El Campo, TX 77437

Office of Environmental Enforcement

Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: **2825 Red Oak Drive**
Property Owner: **Cecil R & Brandy P Sasser**
Original Complaint: **Overgrowth, trash, debris, inoperable vehicle and deteriorated fence**
EE Case #: **CE100905314**

09/23/10 **Received complaint. Officer observed overgrowth, trash, debris, inoperable vehicle and deteriorated fence. Notice posted on property. Notice of Violation mailed to owner was returned marked "Unclaimed".**

10/12/10 **Follow up inspection. Most violations remained. Contact made with owner who stated they would repair fence within a week.**

10/26/10 **Violations remain.**

06/30/11 **Violations remain.**

11/04/11 **Violations remain.**

11/15/11 **Citation mailed to owner.**

01/05/12 **Violations remain. Refer to special magistrate.**

03/28/12 **Hearing notice mailed to owner both regular and certified mail. Copy of hearing notice posted at property. Hearing noticed returned "Unclaimed".**

04/19/12 **Special Magistrate ordered a $5.00 per day fine per violation and court cost of $1,100.00. Deadline of April 25, 2012to abated violations. Copies of Order mailed to owner. Order returned marked "Unclaimed"**

04/25/12 **Violations remain. Case was referred for county abatement.**

04/09/13 **Violations abated by Escambia County in the amount of $950.00.**

Lien amount	Cost
Fines	$6,980.00
Court Cost	$1,100.00
Abatement Cost	$950.00
TOTAL	$9,030.00

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

Office of Environmental Enforcement

Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: **2825 Red Oak Drive**
Property Owner: **Cecil R & Brandy P Sasser**
Original Complaint: **Overgrowth, trash, debris and deteriorated fence**
EE Case #: **CE130500873**

05/14/13 **Received complaint. Officer observed overgrowth, trash, debris and deteriorated fence. Notice posted on property. Notice of Violation mailed to owner was returned marked "Unclaimed".**

05/31/13 **Follow up inspection. All violations remained**

06/05/13 **Violations remain. Refer to special magistrate.**

08/15/13 **Hearing notice mailed to owner both regular and certified mail. Copy of hearing notice posted at property. Hearing noticed returned "Unclaimed".**

08/27/13 **Special Magistrate ordered a $100.00 per day fine and court cost of $1,100.00. Deadline of September 26, 2013 to abated violations. Copies of Order mailed to owner. Order returned marked "Unclaimed"**

10/02/13 **Violations remain. Case was referred for county abatement.**

02/21/14 **Violations abated by owner.**

Lien amount	Cost
Fines	$14,700.00
Court Cost	$1,100.00
Abatement Cost	$0
TOTAL	$15,800.00

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013084994 11/07/2013 at 09:51 AM
OFF REC BK: 7098 PG: 1047 - 1048 Doc Type: CRT1
Deed Stamps $14.70

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

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE CO., FORMERLY KNOWN AS NCMC NEWCO, INC., SUCCESSOR IN INTERST TO NATIONAL CITY MORTGAGE CO, (SUBSEQUENTLY KNOWN AS NATIONAL CITY MORTGAGE, INC.),

Plaintiff,

vs.

CASE NO. 17-2012-CA-000351

CECIL R. SASSER; UNKNOWN SPOUSE OF CECIL R. SASSER; BRANDY P. SASSER; UNKNOWN SPOUSE OF BRANDY P. SASSER; IF LIVING, INCLUDING ANY UNKNOWN SPOUSE OF SAID DEFENDANT(S), IF REMARRIED, AND IF DECEASED, THE RESPECTIVE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, CREDITORS, LIENORS, AND TRUSTEES, AND ALL OTHER PERSONS CLAIMING BY, THROUGH, UNDER OR AGAINST THE NAMED DEFENDANT(S); UNKNOWN TENANT #1; UNKNOWN TENANT #2;

Defendant(s).

_____/

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on October 3, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing such objections.

The following property in ESCAMBIA County, Florida:

LOT 6, BLOCK A, UNIT I, OAKCLIFF ESTATES, BEING A PORTION OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 7, PAGE 60 OF THE PUBLIC RECORDS OF SAID COUNTY.

42,100.00

A/K/A 2825 RED OAK DR, PENSACOLA, FL 32526

Was sold by Assignment of Bid to KONDAUR CAPITAL CORPORATION, as separate trustee of Matawin Ventures Trust Series 2013-2, whose mailing address is:

1301 NORTH MECHANIC, EL CAMPO, TX 77437

WITNESS my hand and official seal of the Court on this 1st day of November, 2013.

PAM CHILDERS, CLERK & COMPTROLLER
CLERK OF THE COURT

CLERK OF CIRCUIT COURT • FLORIDA • ESCAMBIA COUNTY

Deputy Clerk

cc:
Law Offices of Daniel C. Consuegra
9204 King Palm Drive
Tampa, FL 33619-1328

Attorneys for Plaintiff

All parties on Master Civil Service List

11/1/13

MASTER CIVIL SERVICE LIST

ATTORNEY FOR PLAINTIFF
LAW OFFICES OF DANIEL C. CONSUEGRA, P.L.
9204 KING PALM DR.
TAMPA, FL 33619
attorneynotice@consuegralaw.com

CECIL R. SASSER
7830 PINE FOREST ROAD
PENSACOLA, FL 32526

BRANDY P. SASSER
7830 PINE FOREST ROAD
PENSACOLA, FL 32526

CURRENT RESIDENT(S)
2825 RED OAK DR.
PENSACOLA, FL 32526

Recorded in Public Records 07/03/2013 at 03:35 PM OR Book 7041 Page 900, Instrument #2013049172, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-09-05314
Location: 2825 Red Oak Drive
PR# 102S313000006001

Cecil R & Brandy P Sasser
2825 Red Oak Drive
Pensacola, FL 32526

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of April 19, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash and Debris, (c) Inoperable Vehicle (s); 2 Ford Mustangs, 30-203 Accessory Building (cc). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated April 19, 2013.

Itemized	Cost
a. Fines ($5.00 per day per violation (4) 4/25/2012-4/09/13)	$6,980.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 950.00
Total:	$ 9,030.00

DONE AND ORDERED at Escambia County, Florida on this 27th day of June, 2013.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 04/30/2012 at 11:38 AM OR Book 6850 Page 1307, Instrument #2012033388, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 04/30/2012 at 11:24 AM OR Book 6850 Page 1255, Instrument #2012033373, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-09-05314
LOCATION: 2825 Red Oak Drive
PR# 102S31-3000-006-001

Cecil R. & Brandy P. Sasser
2825 Red Oak Drive
Pensacola, Florida 32526

AMENDED ORDER

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

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☑ 42-196 (c) Inoperable Vehicle(s); Described as two (2) Ford Mustangs 1. Silver with a green top and 2. White; both models approximately late 80's early 90's
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY
DATE 4/30/12

CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: **Cecil R. and Brandy P. Sasser** shall have until **April 24, 2012** to correct the violation and to bring the violation into compliance. Corrective action shall include:

☑ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth

and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☑ Remove vehicle(s) Repair vehicle(s) or store in rear yard behind 6' opaque fencing

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

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

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

☐ Immediately cease burning and refrain from future burning

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

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

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you

will be assessed a fine of **$5.00 per day / per violation** commencing **April 25, 2012.** This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of **$ 1,100.00** _____ are awarded in favor of Escambia County as the prevailing party against **Cecil R. and Brandy P. Sasser.**

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363

W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the **19th day of April, 2012.**

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 12/21/2011 at 11:11 AM OR Book 6799 Page 1405, Instrument #2011090632, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

STATE OF FLORIDA 2011 DEC 20 P 2:09

VS

COUNTY CRIMINAL DIVISION
FILED & RECORDED

CASE NO: 2011 CO 026889 A
CODE ENFORCMENT CITATION NO: CE100905314
/ DOB:
SOCIAL SECURITY NBR: --NOT AVAILABLE

CECIL SASSER
2825 RED OAK DR
PENSACOLA FL 32526

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of $100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 19 day of Dec., 2011.

JUDGE THOMAS DANNHEISSER

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery/mail this 21 day of December, 2011.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Deputy Clerk

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By:
Date: 12-21-11

Case: 2011 CO 026889 A
00040717891
Dkt: CERTLIEN Pg#:

MISCOLIEN (3/2011)

Recorded in Public Records 04/28/2014 at 08:55 AM OR Book 7162 Page 1883, Instrument #2014028912, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CB 13-05-00873
Location: 2825 Red Oak Dr
PR# 102S313000006001

Kondaur Capital Corporation Trustee for
Matawin Ventures Trust Series 2013 2
1301 North Mechanic
El Campo, TX 77437

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of August 27, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure & Accessory Building (s). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 27, 2013.

Itemized	Cost
a. Fines ($100.00 per day 9/27/13-2/21/14)	$ 14,700.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 0.00
Total:	$15,800.00

DONE AND ORDERED at Escambia County, Florida on this 23rd day of April 2014.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 09/04/2013 at 12:32 PM OR Book 7070 Page 687, Instrument #2013067057, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 09/04/2013 at 12:23 PM OR Book 7070 Page 664, Instrument #2013067050, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#13-05-00873
LOCATION: 2825 Red Oak Dr
PR# 102S313000006001

Cecil R & Brandy P Sasser
2825 Red Oak Dr
Pensacola, FL 32526

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, were not present but notice was proper, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: September 4, 2013

☒ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☒ Repeat violation(s) 42-196 (a), (b) (d)
30-203 (cc)

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Ceil R + Brandy P Strawn shall have until Sept 26, **2013** to correct the violation and to bring the violation

into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [x] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing Sept 27, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1/00.00 are awarded in favor of Escambia County as the prevailing party against Cecil L + Brandy P. Sasser.

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 27th day of August, 2013.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-6802 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/25/2014
Issue: TDT Collection Data for July 2014 Returns Received in August 2014
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for July 2014 Returns received in August 2014

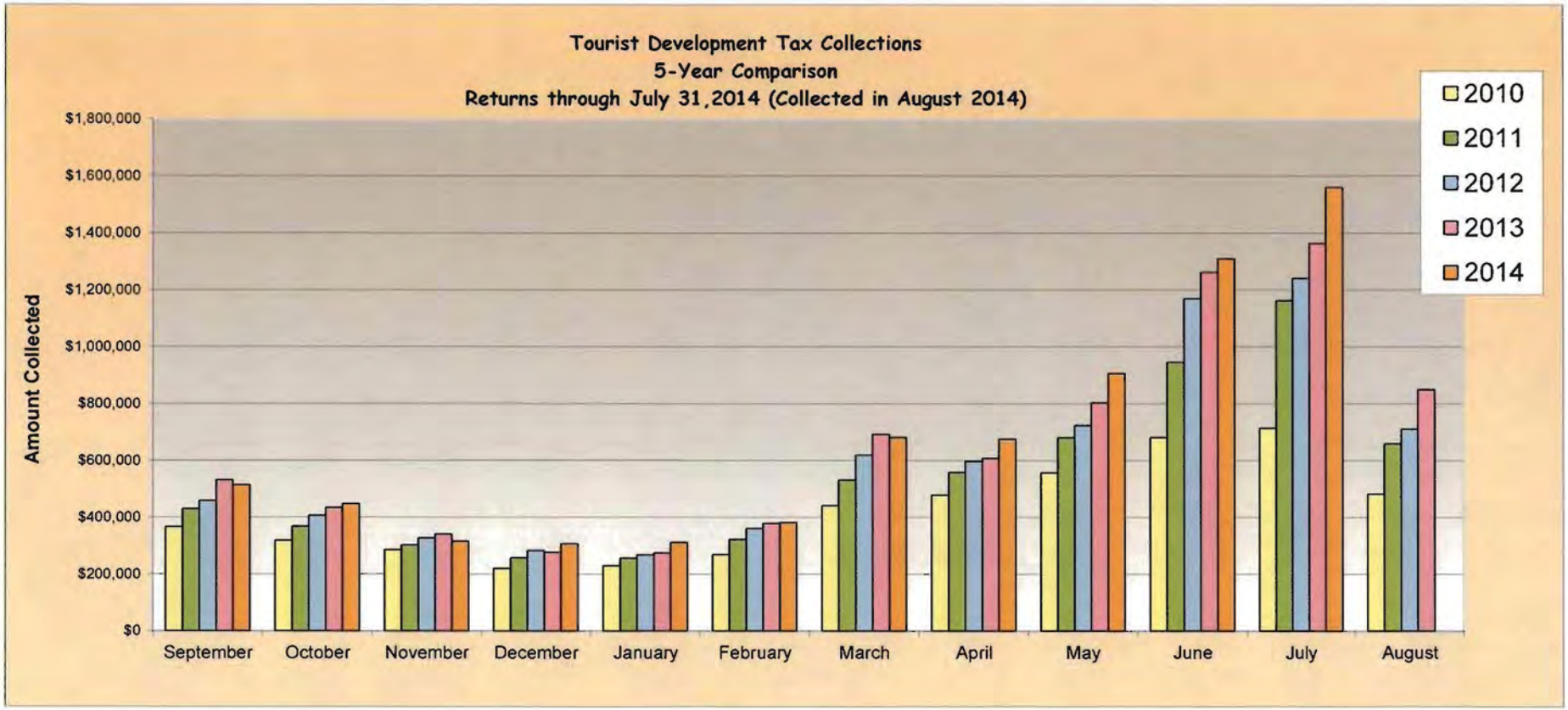
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2014 returns received in the month of August 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2014; total collections for the July 2014 returns was $1,560,277.67; this is a 14.53% increase over the July 2013 returns; total collections year-to-date are 6.47% more than the comparable time frame in Fiscal Year 2013.

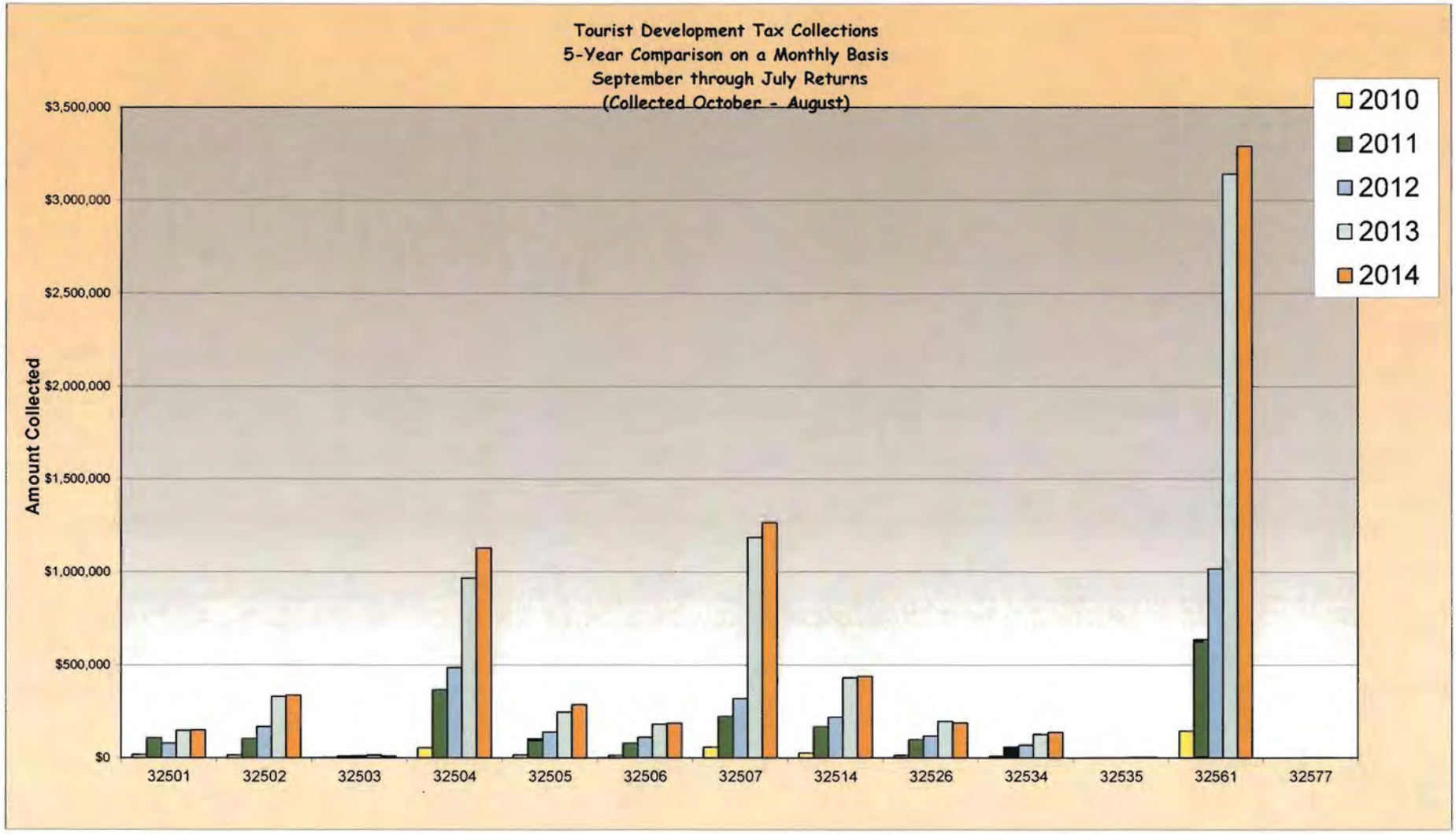
Attachments

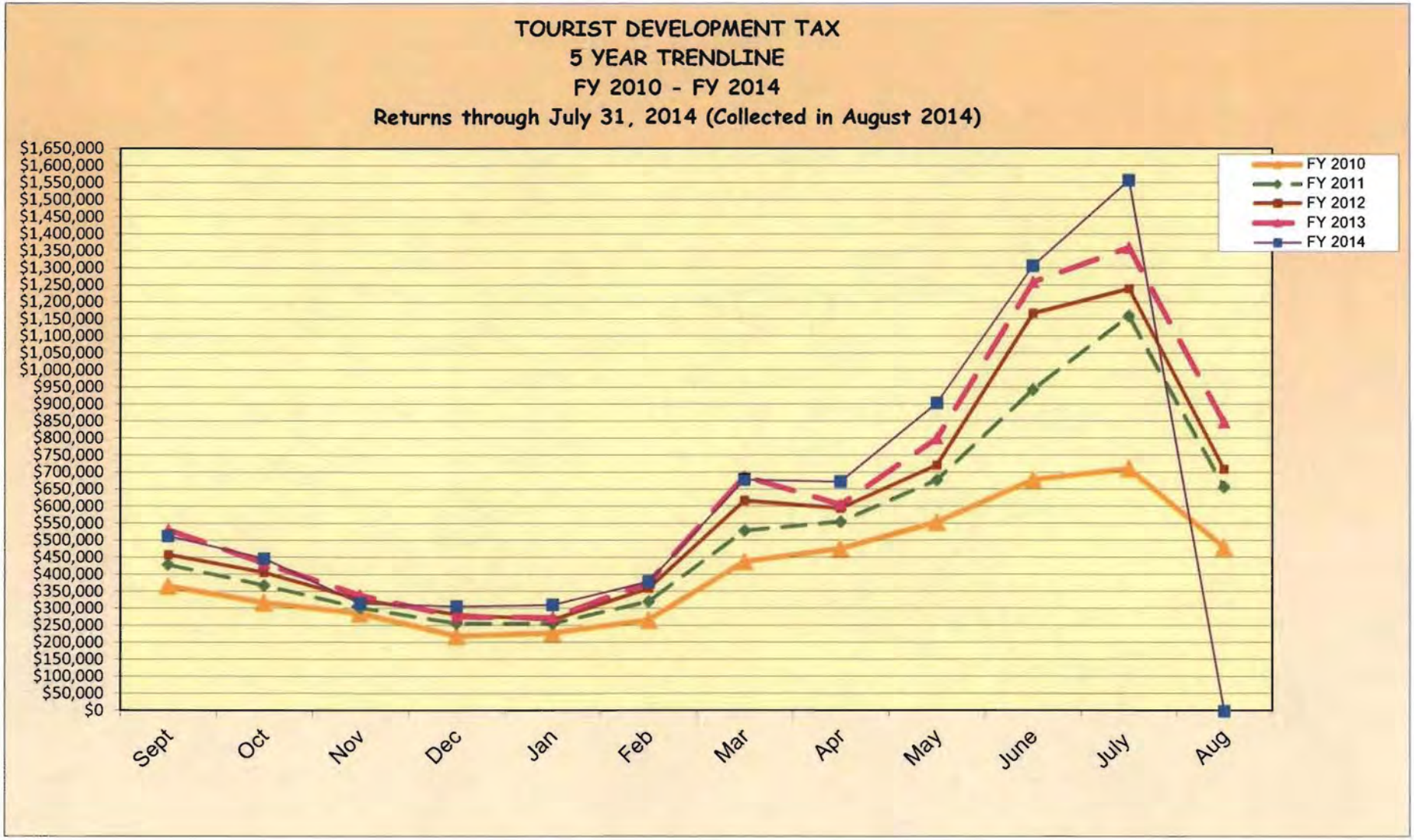
July 2014 Returns Collected in August 2014

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF AUGUST 2014

Zip Code	Fiscal Year 2014 YTD Collected	Fiscal Year 2013 YTD Collected	Difference	% Change
32501	146,169	144,540	1,629	1%
32502	335,280	329,544	5,736	2%
32503	9,668	14,709	(5,041)	-34%
32504	1,128,668	966,872	161,796	17%
32505	285,720	244,832	40,888	17%
32506	185,272	178,894	6,378	4%
32507	1,264,926	1,185,997	78,929	7%
32514	437,170	430,482	6,688	2%
32526	186,160	194,361	(8,201)	-4%
32534	135,818	124,815	11,003	9%
32535	3,291	2,972	319	11%
32561	3,290,418	3,140,550	149,868	5%
32562	-	-	-	0%
32577	-	86	(86)	0%
Total	**$ 7,408,560**	**$ 6,958,654**	**$ 449,906**	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through July 31,2014 (Collected in August 2014)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2010
2011
2012
2013
2014


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through July Returns
(Collected October - August)
Amount Collected
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
2010
2011
2012
2013
2014
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2010 - FY 2014
Returns through July 31, 2014 (Collected in August 2014)
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2010
FY 2011
FY 2012
FY 2013
FY 2014

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
05/14	13,278	2%	36,691	5%	1,601	0%	112,153	17%	34,546	5%
06/14	16,539	2%	46,177	5%	1,609	0%	141,447	16%	31,553	3%
07/14	16,905	1%	44,427	3%	1,893	0%	137,655	11%	35,989	3%
08/14	19,205	1%	49,806	3%	1,928	0%	165,692	11%	40,994	3%
Total	$ 146,169	2%	$ 335,280	5%	$ 9,668	0%	$ 1,128,668	15%	$ 285,720	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,566	4%	29,239	9%	23,703	8%	13,183	4%	8,082	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,526	14%	29,970	8%	13,106	3%	9,134	2%
04/14	19,466	3%	96,984	14%	41,558	6%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,817	3%	12,711	2%
06/14	22,183	2%	138,352	15%	53,756	6%	21,892	2%	16,360	2%
07/14	22,495	2%	296,484	23%	56,319	4%	21,918	2%	18,245	1%
08/14	26,140	2%	349,669	22%	64,124	4%	25,086	2%	21,207	1%
Total	$ 185,272	3%	$ 1,264,926	17%	$ 437,170	6%	$ 186,160	3%	$ 135,818	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
12/13	104	0%	113,289	36%	-	0%	-	0%	315,478	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,838	100%
03/14	73	0%	118,478	31%	-	0%	-	0%	381,359	100%
04/14	230	0%	278,608	41%	-	0%	-	0%	681,011	100%
05/14	162	0%	296,404	44%	-	0%	-	0%	675,458	100%
06/14	465	0%	415,572	46%	-	0%	-	0%	905,904	100%
07/14	608	0%	656,571	50%	-	0%	-	0%	1,309,510	100%
08/14	1,056	0%	795,370	51%	-	0%	-	0%	1,560,278	100%
Total	$ 3,291	0%	$ 3,290,418	44%	$ -	0%	$ -	0%	7,408,560	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2013
AS OF AUGUST 31, 2013

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,844	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
07/13	18,359	1%	39,982	3%	51	0%	124,223	10%	28,175	2%
08/13	19,914	1%	45,161	3%	436	0%	140,322	10%	39,079	3%
Total	$ 144,540	2%	$ 329,544	5%	$ 14,709	0%	$ 966,872	14%	$ 244,832	4%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,603	15%	45,793	6%	26,084	3%	11,175	1%
07/13	20,807	2%	299,126	24%	53,733	4%	20,919	2%	14,582	1%
08/13	23,841	2%	307,498	23%	58,931	4%	23,267	2%	16,972	1%
Total	$ 178,894	3%	$ 1,185,997	17%	$ 430,482	6%	$ 194,361	3%	$ 124,815	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,605	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	-	0%	-	0%	607,405	100%
06/13	162	0%	383,178	48%	-	0%	-	0%	802,569	100%
07/13	809	0%	640,872	51%	-	0%	-	0%	1,261,639	100%
08/13	996	0%	685,930	50%	-	0%	-	0%	1,362,348	100%
Total	$ 2,972	0%	$ 3,140,550	45%	$ -	0%	$ 86	0%	$ 6,958,654	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	$248,504	$302,728	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
JAN	DEC	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300
FEB	JAN	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879
MAR	FEB	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019
APR	MAR	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758
MAY	APR	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593
JUN	MAY	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428
JUL	JUN	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133
AUG	JUL	334,319	544,447	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208
TOTAL		$2,794,397	$3,340,321	$3,531,962	$3,720,618	$3,591,573	$3,418,258	$4,356,228	$4,836,500	$5,218,992	$5,556,420

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	$80,772	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403
NOV	OCT	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761
DEC	NOV	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869
JAN	DEC	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767
FEB	JAN	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960
MAR	FEB	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340
APR	MAR	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253
MAY	APR	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864
JUN	MAY	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476
JUL	JUN	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378
AUG	JUL	109,628	181,477	218,566	229,184	238,040	178,335	290,369	310,137	340,587	390,069
	TOTAL	$920,327	$1,107,656	$1,177,321	$1,240,206	$1,197,191	$1,139,419	$1,452,076	$1,612,167	$1,739,664	$1,852,140

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-6858 **Clerk & Comptroller's Report** **10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 09/25/2014
Issue: August 2014 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the August 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2014, as required by Ordinance Number 95-13; on August 31, 2014, the portfolio market value was $238,200,792, and portfolio earnings totaled $122,896 for the month and $1,810,274 year-to-date; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.09%; the long-term CORE portfolio achieved a total return of 0.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.35%.

Attachments

Aug 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
August 31, 2014

Prepared by:

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
August 31, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value July 31, 2014	Market Value August 31, 2014
Bank Accounts	$ 19,903,244	$ 16,616,543
Money Market Accounts	59,922,463	59,935,865
State Board of Administration	25,200,412	25,203,841
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	3,570,616	1,581,036
U.S. Treasury Bond/Notes	64,753,987	62,392,742
Federal Agency Bond/Note	31,398,899	35,957,370
Municipal Bonds	2,553,030	2,552,848
Corporate Notes	18,959,681	18,967,734
Commercial Paper	4,992,813	4,992,813
Total Portfolio Assets:	$ 241,255,145	$ 238,200,792
Current Month Earnings:	**$ 103,736**	**$ 122,896**
Fiscal Year to Date Earnings:	**$ 1,687,378**	**$ 1,810,274**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	July 31, 2014	August 31, 2014
Market Value	**$ 115,026,119**	**$ 111,756,249**
Month End Yield		
Short Term Portfolio Yield:	**0.19%**	**0.20%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.10%	0.09%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	**2 Days**	**1 Days**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	47 Days	45 Days
Fiscal YTD Earnings:	**$ 134,416**	**$ 171,078**

LONG TERM CORE PORTFOLIO:	July 31, 2014	August 31, 2014
Market Value	**$ 126,229,026**	**$ 126,444,543**
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	**0.88%**	**0.88%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.50%	0.47%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.88%	0.82%
Monthly Total Return Performance		
CORE Portfolio	**-0.11%**	**0.29%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	-0.08%	0.17%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.23%	0.35%
Effective Duration (Years)		
CORE Portfolio	**2.33**	**2.27**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.84	1.83
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.63	2.62
Fiscal YTD Earnings:	**$ 1,534,425**	**$ 1,639,195**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
August 31, 2014

SHORT TERM INVESTMENT PORTFOLIO:

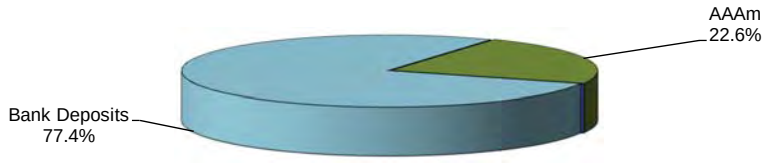
Month End Yield	
Short Term Portfolio Yield:	**0.20%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	**0.09%**

Earnings		
Current Month Earnings:	**$**	**18,530**
Year-to-Date Earnings:	**$**	**171,078**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 16,616,543	14.9%
Money Market Accounts	59,935,865	53.6%
Certificates of Deposit	10,000,000	8.9%
State Board of Administration	25,203,841	22.6%
Total Short Term Portfolio Assets:	**$ 111,756,249**	**100.0%**

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

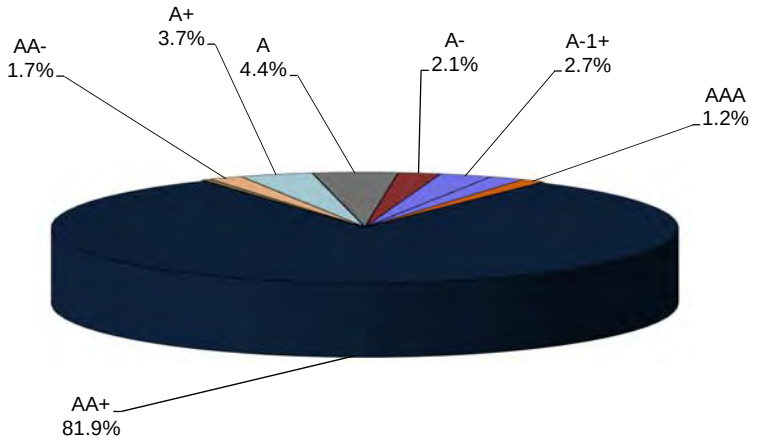
Month End Yield	
CORE Portfolio Yield to Maturity at Cost:	**0.88%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	**0.47%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	**0.82%**

Earnings		
Current Month Earnings:	**$**	**104,366**
Year-to-Date Earnings:	**$**	**1,639,195**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 62,392,742	49.3%
Federal Agency Bond / Note	35,957,370	28.4%
Municipal Obligations	2,552,848	2.0%
Corporate Note	18,967,734	15.0%
Commercial Paper	4,992,813	3.9%
Money Market Mutual Fund - Federated Government	1,581,036	1.3%
Total Long Term Core Portfolio Assets:	**$ 126,444,543**	**100.0%**

Long Term Core Portfolio Credit Quality



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
August 31, 2014

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	25,203,841	10.6%	**25%**	**Yes**
United States Treasury Securities		62,392,742	26.2%	**100%**	**Yes**
Federal Instrumentalities		35,957,370	15.1%	**100%**	**Yes**
Certificates of Deposit		10,000,000	4.2%	**20%**	**Yes**
Savings Accounts		59,935,865	25.2%	**100%**	**Yes**
Commercial Paper		4,992,813	2.1%	**25%**	**Yes**
Corporate Notes		18,967,734	8.0%	**20%**	**Yes**
State and/or Local Government Debt		2,552,848	1.1%	**25%**	**Yes**
Bank Accounts - Bank of America		16,616,543	7.0%	**100%**	**Yes**
Money Market Mutual Fund		1,581,036	0.7%	**50%**	**Yes**
Total Investment Holdings	**$**	**238,200,792**	**100.0%**		

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	25,203,841	10.6%	**25%**	**Yes**
United States Treasury Securities		62,392,742	26.2%	**100%**	**Yes**
Federal Home Loan Bank (FHLB)		9,552,453	4.0%	**25%**	**Yes**
Federal National Mortgage Association (FNMA)		19,963,799	8.4%	**25%**	**Yes**
Federal Home Loan Mortgage Corporation (FHLMC)		6,441,118	2.7%	**25%**	**Yes**
Branch Banking and Trust Money Market Account		4,794,156	2.0%	**10%**	**Yes**
Hancock Bank Money Market Account		17,516,943	7.4%	**10%**	**Yes**
Summit Bank Money Market Account		17,520,321	7.4%	**10%**	**Yes**
Servisfirst Money Market Account		20,104,445	8.4%	**10%**	**Yes**
Centennial Bank Certificate of Deposit		10,000,000	4.2%	**10%**	**Yes**
American Honda Finance		905,283	0.4%	**5%**	**Yes**
Apple Inc. Corporate Notes		728,838	0.3%	**5%**	**Yes**
Bank of New York Mellon Corporate Notes		751,148	0.3%	**5%**	**Yes**
Caterpillar Corporate Notes		701,119	0.3%	**5%**	**Yes**
Coca-Cola Company		579,737	0.2%	**5%**	**Yes**
General Electric Corporate Notes		4,039,943	1.7%	**5%**	**Yes**
John Deere Corporate Notes		771,060	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes		3,792,470	1.6%	**5%**	**Yes**
Pepsico, Inc.		2,674,189	1.1%	**5%**	**Yes**
Toyota Corporate Notes		1,104,092	0.5%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes		2,919,856	1.2%	**5%**	**Yes**
Michigan State Municipal Bond		1,043,713	0.4%	**10%**	**Yes**
Calleguas Water District, CA REV Bond		1,509,135	0.6%	**10%**	**Yes**
Bank of Tokyo Commercial Paper		998,810	0.4%	**10%**	**Yes**
Coca-Cola Co. Commercial Paper		1,996,978	0.8%	**10%**	**Yes**
Sumitomo TR & Banking Commercial Paper		998,750	0.4%	**10%**	**Yes**
Toyota Motor Credit Commercial Paper		998,275	0.4%	**10%**	**Yes**
Money Market Mutual Fund - Institutional Government		1,581,036	0.7%	**25%**	**Yes**
Bank Accounts - Bank of America		16,616,543	7.0%	**100%**	**Yes**
Total Investment Holdings	**$**	**238,200,792**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-6819 **Clerk & Comptroller's Report** **10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 09/25/2014
Issue: Write-Off of Return Checks
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Return Checks

That the Board adopt the Resolution authorizing the write-off of $107.99 of returned checks in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

Sept 2014 Write-off of Return Checks

RESOLUTION R2014-

WHEREAS, certain returned checks and other receivables totaling **$107.99** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May
Chair

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

THRU: Lorraine Hudson,
Manager, Treasury/Payroll

FROM: Betsy H Wooten
Accountant, Treasury

DATE: September 9, 2014

SUBJECT: Returned Checks and Receivables Write-Off
Ended 08/31/2014

The following is a list of all outstanding returned checks greater than 120 days old (prior to April 30, 2014) and uncollectible receivables at August 31, 2014.

Name	Date of Return	Fund		Amount
Katherine Wade	12/20/2013	001	$	55.00
Danny Powell	02/26/2014	113	$	52.99
Total Checks			**$**	**107.99**

Grand Total	**$**	**107.99**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-6820 **Clerk & Comptroller's Report** **10. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 09/25/2014
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held September 4, 2014;

B. Approve the Minutes of the First Public Hearing regarding the Fiscal Year 2014-2015 County-wide Budget and Fiscal Year 2014-2015 Non-Ad Valorem Special Assessments Roll held September 9, 2014;

C. Approve the Minutes of the Special Board Meeting held September 9, 2014; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 11, 2014. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6723 **Growth Management Report 10. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/25/2014
Issue: Cancellation of 5:45 p.m. Public Hearing Concerning the Review of an LDC Ordinance - Articles 3, 6 and 7, Recycling Facilities
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board take the following action:

A. Cancel the September 25, 2014, 5:45 p.m. Public Hearing for consideration of Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

B. Reschedule the Public Hearing to Thursday, October 9, 2014, at 5:46 p.m.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6573 **Growth Management Report 10. 2.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Review of the Rezoning Cases heard by the Planning Board on August 5, 2014
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on August 5, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on August 5, 2014:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-11 and Z-2014-12 or remand the cases 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 cases that were reviewed.

1. Case No.:	**Z-2014-11**
Address:	3002 Stefani Rd
Property Reference No.:	38-1N-31-4102-001-001
Property Size:	2.33(+/-) acres
From:	VR-1, Villages Rural Residential Districts, Gross Density (one du/ 4 acres)
To:	VR-2, Villages Rural Residential Districts, Gross Density (one du/ .75 acres)
FLU Category:	MU-S, Mixed Use-Suburban
Commissioner District:	5
Requested by:	Bryan and Sharon Nisewonger, Owners
Planning Board Recommendation:	Approval
Speakers:	Sharon JoAnne Nisewonger
2. Case No.:	**Z-2014-12**
Address:	100 Isaacs Ln
Property Reference:	34-1N-31-2101-000-001
Property Size:	93.01(+/-) acres
From:	VAG-2, Villages Agriculture District Gross Density (one du/five acres)
To:	ID-2, General Industrial District (noncumulative)
FLU Category:	I, Industrial
Commissioner District:	1

Requested by:	Wiley C."Buddy" Page, Agent for Briar Ridge, LLC., Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page, Tommy Brown (Traffic Staff), Gregory S. Allen

BACKGROUND:

The above cases were owner initiated and heard at the August 5, 2014 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."
To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2014-11
Z-2014-12

Z-2014-11

staff will present brief location and zoning maps, as well as photography for the property.

Next we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses that they may wish to call. Finally we will hear from members of the public who have filed a speaker request form.

At this time I'll ask our court reporter to please swear in the members of the staff that will be testifying today, please.

(County Staff: Allyson Cain and Horace Jones sworn.)

MR. BRISKE: Board members, we have previously qualified these individuals to offer expert testimony in the area of land use and planning. Do any Board members have questions regarding their qualifications or ability to offer expert testimony? Hearing none, we will move on.

The rehearing zoning package with the staff's Findings-of-Fact has previously been provided to Board members. The Chair will entertain a motion to accept that rezoning hearing package with the staff's findings and

the legal advertisement into evidence.

MR. TATE: So moved.

MS. DAVIS: Second.

MR. BRISKE: A motion and a second. All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(The motion was unanimously.)

THE COURT: Zoning hearing package with the staff's Findings-of-Fact and the legal advertisement will be marked and included in the record as Composite Exhibit A for all of today's cases.

(Composite Exhibit A, Rezoning Hearing Package, was admitted. Transcript continues on Page 11.)

* * *

* * *

CASE NO: Z-2014-11

Applicant: Bryan and Sharon Nisewonger, Owners

Address: 3002 Stefani Road

From: VR-1, Villages Rural Residential Districts, Gross Density (one du/4 acres)

To: VR-2, Villages Rural Residential Districts, Gross Density (One du/.75 acres)

MR. BRISKE: Today we have two cases. The first one is a rezoning request requested by Brian and Sharon Nisewonger, the owners, 3002 Stefani Road, from VR-1, Villages Rural Residential District, to VR-2.

I'll now ask members of the Board has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public? I'll also ask if you have visited the subject property, and also disclose if you are a relative or business associate of the applicant or applicant's agent.

Good morning, Ms. Oram.

MS. ORAM: Good morning, and no to all.

MS. HIGHTOWER: Good morning. How are

you? No to all.

MR. BRISKE: Thank you.

Mr. Lowery.

MR. LOWERY: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: No to all.

MS. DAVIS: No to all.

MR. WINGATE: I have been by and visited the site.

MR. BRISKE: No ex parte communication?

MR. WINGATE: No communication other than that.

MR. BRISKE: Thank you, Mr. Wingate.

Staff, was a hearing notice sent to all interested parties?

MS. MALLORY: Yes, sir, it was.

MR. BRISKE: Was it also posted on the subject property?

MS. MALLORY: Yes, sir, it was.

MR. BRISKE: Thank you. If there are no objections, Ms. Nisewonger, we'll allow the staff to present the photography and the maps first and then we'll allow you to present your case.

Okay. She's acknowledged okay.

(Presentation of Maps and Photographs.)
MS. CAIN: Good morning.
MR. BRISKE: Good morning.
MS. CAIN: Allyson Cain, Urban Planner.
08:39 This is Rezoning 2014-11 for 3002 Stefani Road from VR-1, Villages Rural Residential, to VR-2, also Villages Rural Residential, one dwelling unit per .75 acres.
This is our location map showing the
08:39 location in the vicinity. This is our 500-foot zoning map showing the current zoning of VR-1, with surrounding of VR-2. This is the Future Land Use showing it's Mixed Use Suburban. This is the existing land use
08:40 showing the properties around it with their associated acreage.
This is the aerial photography. This is our public hearing sign posted on the site. This is looking at the subject property.
08:40 There is more property more to the right and I'm hoping I've got that in one of the next slides. This is looking north across the subject property right next door. This is looking north along Stefani Road. Looking
08:40 northwest across Stefani Road from the subject

property. This is looking west from the subject property. This is looking south along Stefani Road right at the property's edge. This is looking at the southern portion of the
08:40 property which is, like I said, the other portion. This is another shot of the subject property.
This is our 500-foot radius map that we obtained from the property appraiser. This is
08:41 our mailing list that we sent to everyone in the 500-foot radius.
MR. BRISKE: Board members, any questions about the maps or photography?
MR. TATE: No, but just a comment. Thank
08:41 you for putting the acreage on the surrounding parcels.
MR. BRISKE: That helps.
Ms. Nisewonger, would you please come forward and we'll have you sworn in.
08:41 (Sharon Nisewonger sworn.)
MR. BRISKE: Good morning. You may have to adjust the microphone a little because we do record the proceedings.
Would you please state your full name and
08:41 address for the record.

MS. NISEWONGER: Sharon Joanne Nisewonger, 3002 Stefani Road, Cantonment, Florida 32533.
MR. BRISKE: Ms. Nisewonger, have you received a copy of the rezoning hearing
08:41 package with the staff's Findings-of-Fact?
MS. NISEWONGER: Yes.
MR. BRISKE: And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning
08:42 is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the Land Development Code?
MS. NISEWONGER: Yes.
08:42 MR. BRISKE: Thank you. You may proceed.
MR. TATE: Mr. Chairman, before she begins may I just interject? We've had the opportunity to review the staff's Findings-of-Fact, which in this case their
08:42 findings are consistent or are in agreement. Our assumption is that you would be in favor of their Findings-of-Fact and possibly even accept them as your own. Given that there's no one here to speak against you, we could
08:42 accept this -- accept your Findings-of-Fact as

staff's Findings-of-Fact and vote on this and be done.
MS. NISEWONGER: That would be wonderful.
MR. BRISKE: So just to get an affirmative
08:42 statement on the record, you will accept the staff's Findings-of-Fact as your own and you would like for us to proceed?
MS. NISEWONGER: Yes. Correct.
MR. BRISKE: Board members, the Chair will
08:43 entertain a motion then.
(Motion by Mr. Tate.)
MR. TATE: I move that we accept Case Number Z-2014-11, changing from VR-1 to VR-2 and accepting staff's Findings-of-Fact and
08:43 forward our recommendation to the Board of County Commissioners.
MS. DAVIS: I second that.
MR. BRISKE: We have a motion and a second. Is there discussion? All those in
08:43 favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed?
(None.)
MR. BRISKE: The motion carries. See how
08:43 easy that was?

(The motion passes unanimously.)
MR. TATE: What is on the record today is all that can be on the record at the Board of County Commissioners meeting, so somebody can't turn around and protest there in regard to that, so this is it for you in that regard.
MS. NISEWONGER: Thank you.
MR. BRISKE: Thank you. Good luck to you.
(Conclusion of Z-2014-11. The transcript continues on Page 18.)
* * *

* * *

CASE NO: Z-2014-12

Applicant: Briar Ridge, LLC, Owner

Address: 100 Isaacs Lane

From: VAG-2, Villages Agricultural Districts, Gross density not to exceed one dwelling unit/five acres)

To: ~~ID-2, General Industrial~~ District (noncumulative)

MR. BRISKE: Our next case is case Z-2014-12. The applicant is Briar Ridge, LLC, the owner, being represented by Mr. Buddy Page, 100 Isaacs Lane, VAG-2, Villages Agricultural, to ID-2.
Once again, I'll ask members of the Board if there's been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or the general public? Have you visited the subject property? And also disclose if you are a relative or business associate of any of the parties.
We'll begin with Ms. Oram.
MS. ORAM: No to all.
MS. HIGHTOWER: No to all.
MR. LOWERY: No to all.

MR. BRISKE: The Chairman. No to all.
MR. TATE: No to all.
MS. DAVIS: No to all.
MR. WINGATE: I did visit the site.
MR. BRISKE: And no ex parte communication, Mr. Wingate?
MR. WINGATE: No special communication.
MR. BRISKE: Thank you, sir.
Staff, did you ... the notice of hearing ... parties?
MS. MALLORY: Yes, sir, it was.
MR. BRISKE: Thank you. Was the notice also posted on the subject property?
MS. MALLORY: Yes, sir, it was.
MR. BRISKE: Mr. Page, do you have any objection to the pictures and the maps?
Okay. We'll go ahead and show those, please.
(Presentation of Maps and Photography.)
MS. CAIN: Again, this is Z-2014-12, 100 Isaacs Lane, going from VAG-2 to ID-2. This is the location map showing the area highlighted in blue. This is the 500-foot radius map. And this is the 500-foot rezoning VAG-2 with surrounding VR-2.

MR. BRISKE: Would you stay on that one for just a moment? Is the gray down there, is that the OLF field, the Navy field?
MS. ORAM: Yes, it is.
MR. BRISKE: That's what I was thinking. Right below Frank Reeder Road.
MS. ORAM: Yes.
MS. CAIN: ... Land Use Map showing the current Future Land Use of Industrial with the surrounding of Mixed Use Suburban.
MR. TATE: And that was a change that's already taken place?
MS. CAIN: Yes, sir.
This is the existing Future Land Use showing the areas around it and some of the acreage. This is aerial photography. This is showing a picture of all the wetlands that are proximally on the site. This is our DSAP Overlay.
MR. JONES: And I'm going to give a comment on that. That's basically the DSAP Detailed Area Plan for the Sector Plan, so this property basically is right across the street from the Sector Plan.

Planning Board-Rezoning **6. A.**

Meeting Date: 08/05/2014
CASE : Z-2014-11
APPLICANT: Bryan and Sharon Nisewonger, Owners
ADDRESS: 3002 Stefani Road
PROPERTY REF. NO.: 38-1N-31-4102-001-001
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: **09/04/2014**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: VR-1, Villages Rural Residential Districts, Gross Density (one du/4 acres)

TO: VR-2, Villages Rural Residential Districts, Gross Density (one du/.75 acres)

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS
The proposed amendment to VR-2 **is consistent** with the intent and purpose of the Comprehensive Plan and the Future Land Use category MU-S. The Mixed-Use Suburban allows for residential and non-residential uses with a maximum density of ten dwelling units per acre. The Future Land Use category allows residential rezoning to districts with higher residential densities.

CRITERION (2)

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

6.05.23. VR Villages Rural Residential Districts.
A. Intent and purpose of districts. Single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. VR-1 densities reflect large lot rural land development patterns, while **VR-2** densities reflect the need for more affordable lot sizes for single family and mobile home development. Refer to Article 11 for uses, heights and densities allowed in VR, villages rural residential areas located in the Airport/Airfield Environs.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code and provides a smooth transition in residential density from VR-1 to VR-2, since VR-2 densities allow for more affordable lot sizes for single family development.

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.

FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VR-1,VR-2, and V-1. The parcels adjacent to the west and to the south of the subject property are currently zoned VR-2 with residential uses.

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.

CRITERION (5)

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

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

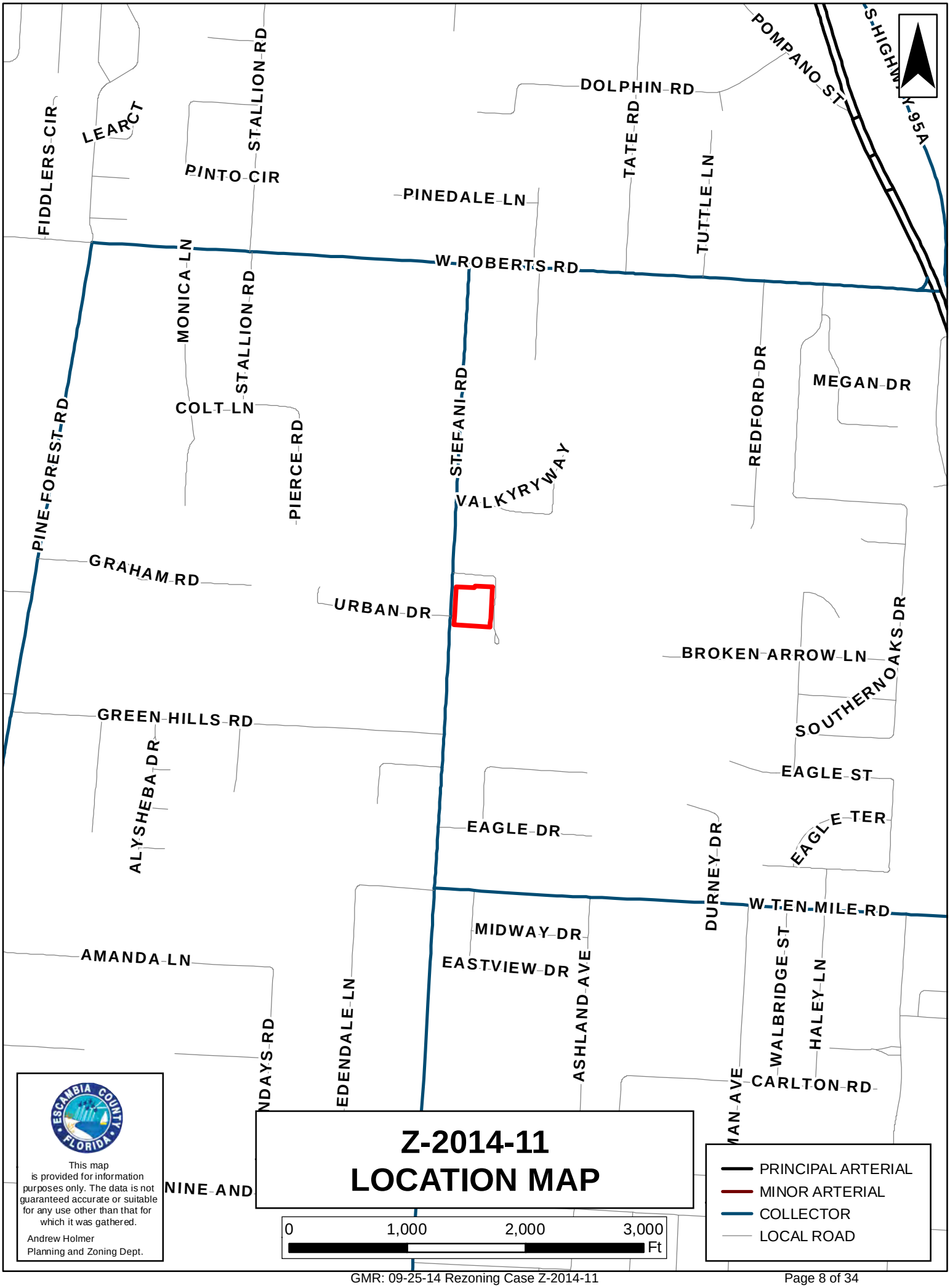
CRITERION (6)

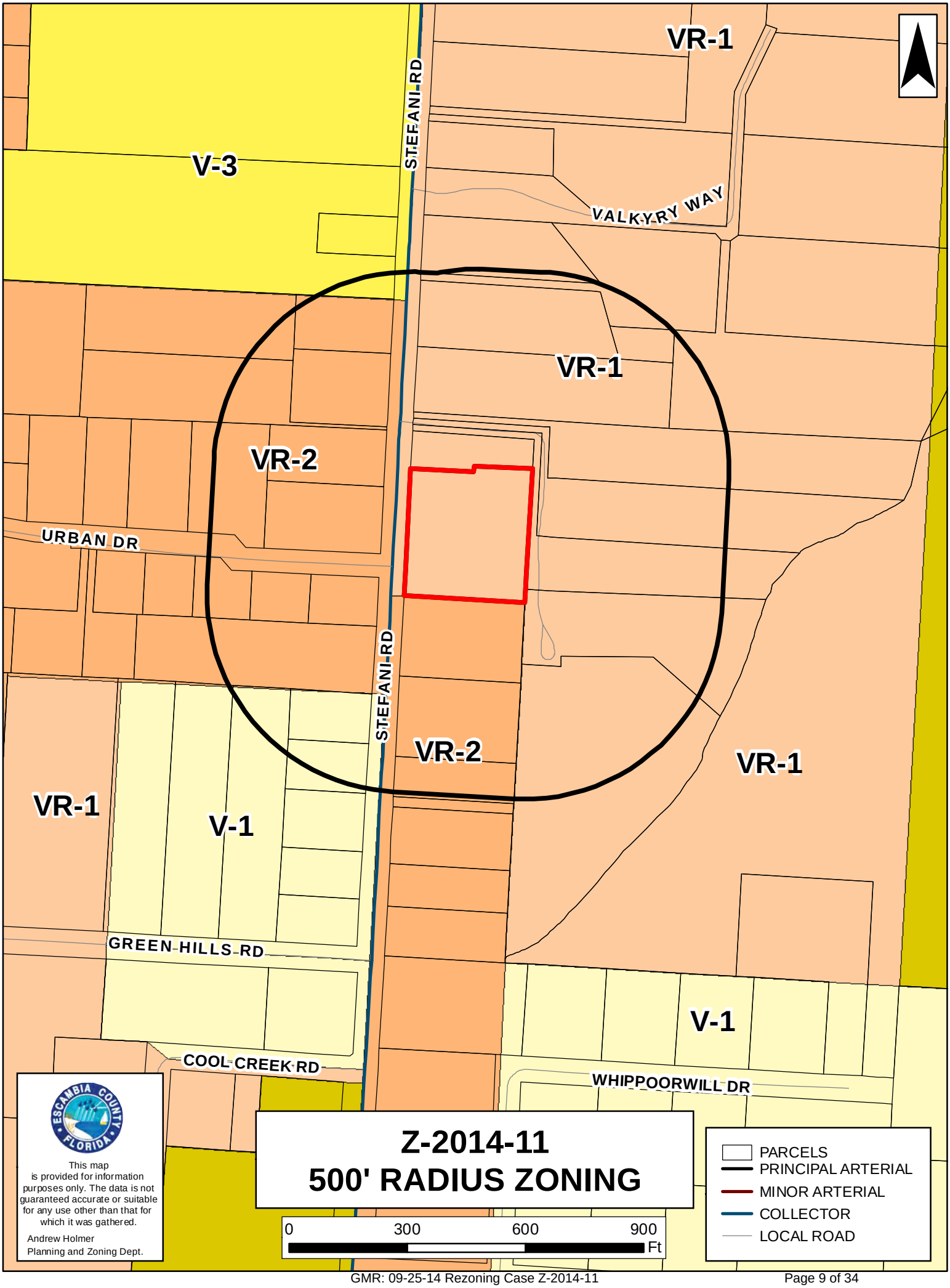
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

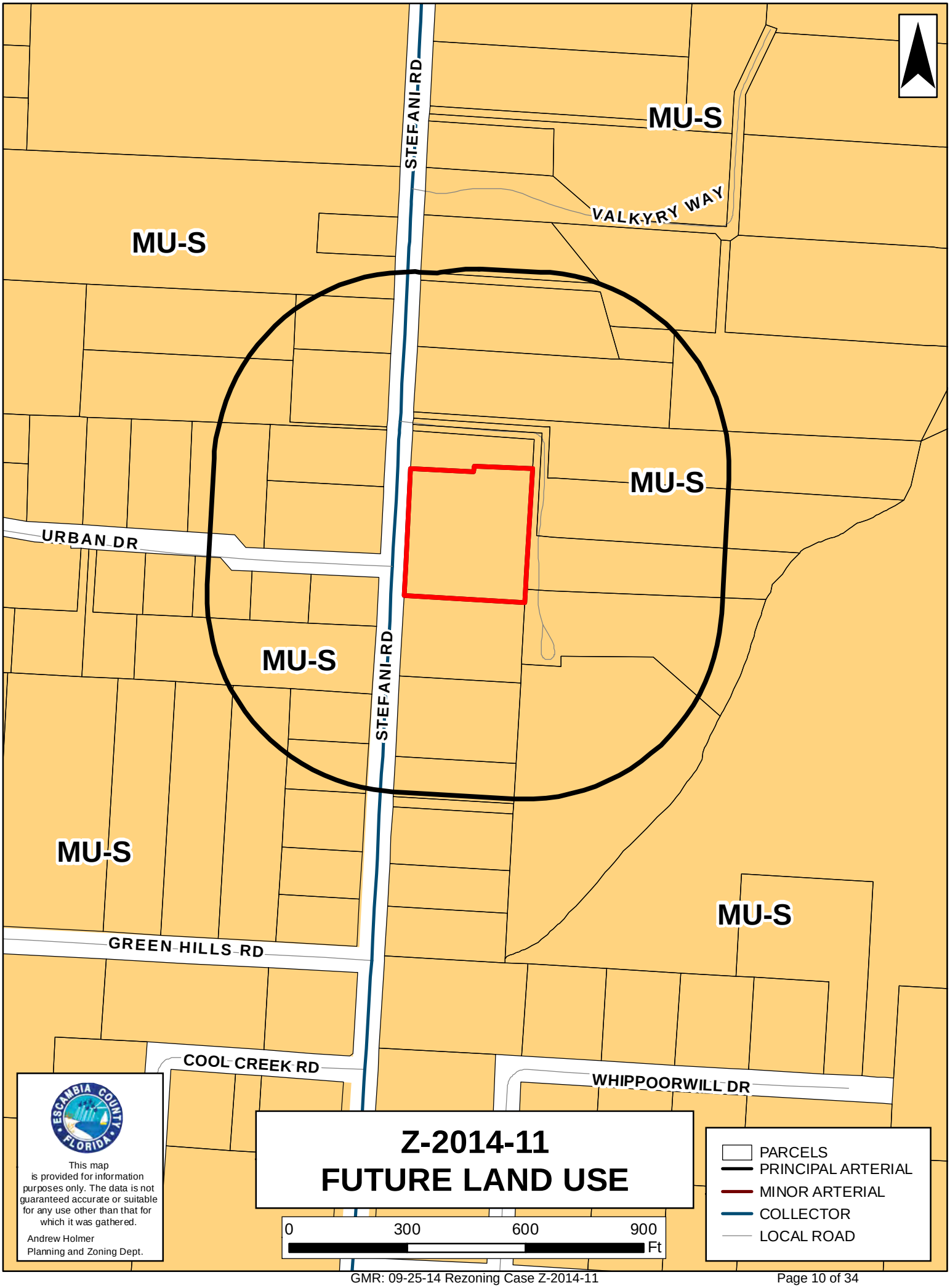
FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. The proposed request to VR-2, Villages Rural Residential District **is consistent** and does contribute to the existing residential type development patterns of that immediate area.

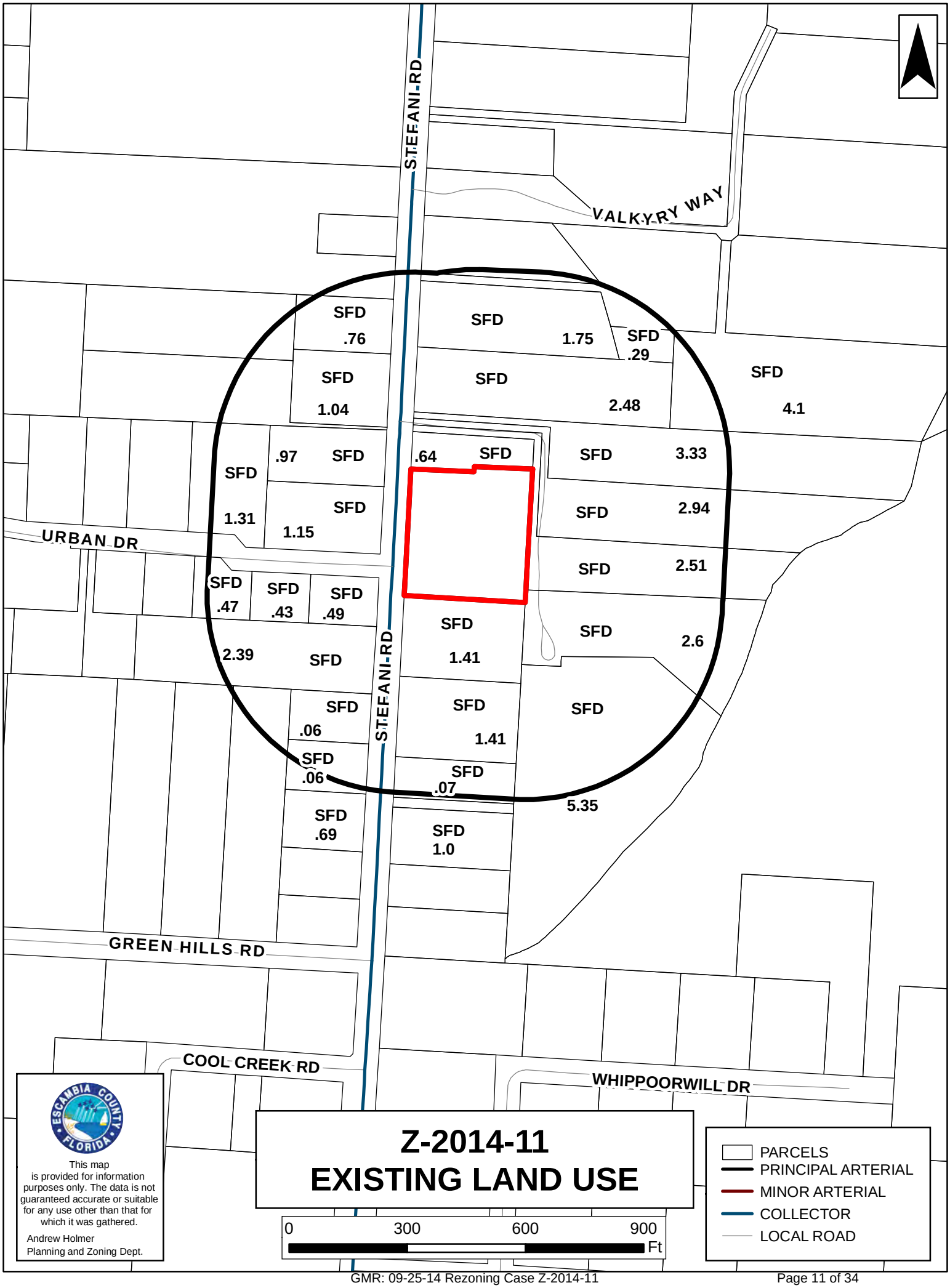
Attachments

Z-2014-11


FIDDLERS CIR
LEARCT
STALLION RD
PINTO CIR
DOLPHIN RD
POMPANO ST
TATE RD
TUTTLE LN
PINEDALE LN
W ROBERTS RD
MONICA LN
STALLION RD
COLT LN
PIERCE RD
STEFANI RD
VALKYRY WAY
REDFORD DR
MEGAN DR
PINE FOREST RD
GRAHAM RD
URBAN DR
BROKEN ARROW LN
SOUTHERNOAKS DR
GREEN HILLS RD
ALYSHEBA DR
EAGLE ST
EAGLE DR
EAGLE TER
DURNEY DR
W TEN MILE RD
MIDWAY DR
EASTVIEW DR
AMANDA LN
EDENDALE LN
ASHLAND AVE
WALBRIDGE ST
HALEY LN
CARLTON RD
NINE AND
Z-2014-11
LOCATION MAP
0
1,000
2,000
3,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


VR-1
V-3
STEFANI RD
VALKYRY WAY
VR-1
VR-2
URBAN DR
STEFANI RD
VR-2
VR-1
VR-1
V-1
GREEN HILLS RD
V-1
COOL CREEK RD
WHIPPOORWILL DR
Z-2014-11
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MU-S
MU-S
MU-S
MU-S
MU-S
MU-S
STEFANI RD
STEFANI RD
VALKYRY WAY
URBAN DR
GREEN HILLS RD
COOL CREEK RD
WHIPPOORWILL DR
Z-2014-11
FUTURE LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


STEFANI RD
VALKYRY WAY
URBAN DR
GREEN HILLS RD
COOL CREEK RD
WHIPPOORWILL DR
SFD .76
SFD 1.75
SFD .29
SFD 1.04
SFD 2.48
SFD 4.1
SFD .97
SFD .64
SFD 3.33
SFD 1.31
SFD 1.15
SFD 2.94
SFD 2.51
SFD .47
SFD .43
SFD .49
SFD 2.39
SFD 1.41
SFD 2.6
SFD .06
SFD 1.41
SFD .06
SFD .07
SFD 5.35
SFD .69
SFD 1.0
Z-2014-11
EXISTING LAND USE
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0 300 600 900 Ft
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


STEFANI RD
VALKYRY WAY
HAWK LN
URBAN DR
GREEN HILLS RD
L CREEK
Z-2014-11
AERIAL MAP
0
275
550
825
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Subject Property



Looking north across subject property



Looking north along Stefani Rd



Looking northwest across Stefani Rd from subject property



Looking west from subject property



Looking south along Stefani Rd from subject property



Looking at southern portion of subject property


Subject property

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: _____
☐ Administrative Appeal	☐ Variance Request for: _____
☐ Development Order Extension	☑ Rezoning Request from: VR1 to: VR2

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

Owner(s) Name: E Bryan + Sharon J. Nisewonger Phone: 850 969 0519

Address: 3002 Stefani Rd, Cantonment Email: nisewonger@att.net

☐ 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: 3002 Stefani Rd Cantonment Fl 32533

Property Reference Number(s)/Legal Description: S 200 ft of N 415 Ft of E 308 Ft of W ½ of W ½ of NE ¼ Also BEG at NW Cor of NW ¼ of SE 1/4 596 5/10 Ft (See attachment)

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.

Signature of Owner/Agent	E. Bryan Nisewonger	06/30/14
	Printed Name Owner/Agent	Date
Signature of Owner	Sharon Nisewonger	June 30, 14
	Printed Name of Owner	Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of June 20 14

by Sharon J. NISEWONGER + E. BRYAN NISEWONGER

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: N/A

Signature of Notary (notary seal must be affixed) — Printed Name of Notary: BARBARA IRPS

BARBARA IRPS
Notary Public - State of Florida
My Comm. Expires Oct 11, 2017
Commission # FF 046682
Bonded Through National Notary Assn.

FOR OFFICE USE ONLY CASE NUMBER: Z-2014-11

Meeting Date(s): PB - 8/5; BCC 9/4/14 Accepted/Verified by: A Cain Date: 6/30/14

Fees Paid: $1,270.50 Receipt #: _____ Permit #: PRZ 1406 00012

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

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2014-11

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 391N31410200l001

Property Address: 3002 Stefani Rd Cantonment FL 32533

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 30 DAY OF June, YEAR OF 2014.

Signature of Property Owner	E. Paul Nisewonger	06/30/14
Signature of Property Owner	Sharon JoAnne Nisewonger	June 30, 14
	Printed Name of Property Owner	Date

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

Z-2014-11

Rezoning Criteria

① If this property was rezoned to VR2 it would not have any impact on the Comprehensive Plan for this area.

② This property is in a residental area where most all surrounding properties are 1 acre or less. We are wanting the zone change to match the property surroundings.

③ With the changed zoning the property will be more compatible with its surrorndings the property on the Northside and Eastside already have VR2 zoning.

④ There will be no changed conditions on property.

⑤ There will be no impact or effect from this code change on natural environment.

⑥ This change would be more compatible with the surrounding areas. VR2 would be logical zoning for this parcel.

Recorded in Public Records 07/17/2013 at 09:39 AM OR Book 7046 Page 1714, Instrument #2013052544, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $630.00

18.50
630.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
358 W. Nine Mile Road, Suite D
Pensacola, Florida 32534
Property Appraisers Parcel Identification (Folio) Number: 381N31-4102-001-001
Incidental to the issuance of a title insurance policy

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 25th day of July, 2013 by **Sylvia Paulette Bernardt Shaw, Single** , whose post office address is **7030 Cuss Ford Road, Wilmer, AL 36587** herein called the grantor, to **Eric B. Nisewonger and Sharon J. Nisewonger , Husband and Wife**, whose post office address is **3002 Stefani Road, Cantonment, FL 32533**, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

A tract of land in Section 38, Township 1 North, Range 31 West, Escambia County, Florida, and described as follows: commencing at the Northeast corner of the West Half of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 38, thence run South Parallel to the West line of said Northeast Quarter of the Southeast Quarter a distance of 83.2 feet for the Point of Beginning, thence continue same course South 131.8 feet; thence West parallel to the North line of said Northeast Quarter of the Southeast Quarter a distance of 308.0 feet; thence North parallel to the West line of said Northeast Quarter of Southeast Quarter a distance of 118.5 feet; thence East parallel to the North line of said Northeast Quarter of Southeast Quarter a distance of 160.0 feet; thence North at right angles a distance of 13.3 feet; thence East at right angles a distance of 148.0 feet to the Point of Beginning

Less and except that part conveyed in Official Records Book 33, Page 137, of the Public Records of Escambia County, Florida

AND

The South 200.0 feet of the North 415.0 feet of the East 308.0 feet of the West one-half (West 1/2) of the West one-half (West 1/2) of the Northeast Quarter (Northeast 1/4) of the Southeast Quarter (Southeast 1/4) of Section 38, Township 1 North, Range 31 West, Escambia County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Louise W. Myers
Witness #1 Signature

Louise W. Myers
Witness #1 Printed Name

Sharon Grace
Witness #2 Signature

Sharon Grace
Witness #2 Printed Name

Sylvia Paulette Bernardt Shaw
Sylvia Paulette Bernardt Shaw

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 25 day of June, 2013 by Sylvia Paulette Bernardt Shaw, single, and who is personally known to me or has produced Driver License as identification.

Deborah B Pitts
Notary Public

SEAL

Deborah B Pitts
Printed Notary Name

MY COMMISSION EXPIRES APRIL 9, 2016

File No.: 1302445J

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of roadway: Stefani Road

Legal Address of Property: 3002 Stefani Road, Cantonment, FL 32533

The County (/) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:
Surety Land Title of Florida, LLC
358 W. Nine Mile Rd. Ste. D
Pensacola, FL 32534

AS TO SELLER (S): Witness to Seller(s):

Sylvia Paulette Bernardt Shaw

AS TO BUYER (S): Witness to Buyer(s):

Eric B. Nisewonger

Sharon J. Nisewonger

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

Chris Jones
Escambia CountyProperty Appraiser

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

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	381N314102001001
Account:	114569000
Owners:	NISEWONGER ERIC B & NISEWONGER SHARON J
Mail:	3002 STEFANI RD CANTONMENT, FL 32533
Situs:	3002 STEFANI RD 32533
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

2013 Certified Roll Assessment

Improvements:	$31,145
Land:	$44,270
Total:	$75,415
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/25/2013	7046	1714	$90,000	WD	View Instr
04/02/2013	6997	1570	$100	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions
None

Legal Description
S 200 FT OF N 415 FT OF E 308 FT OF W1/2 OF W1/2 OF NE1/4 OF SE1/4 ALSO BEG AT NW COR OF NW1/4 OF...

Extra Features
BLOCK/BRICK BUILDING
BLOCK/BRICK GARAGE
METAL BUILDING

Parcel Information

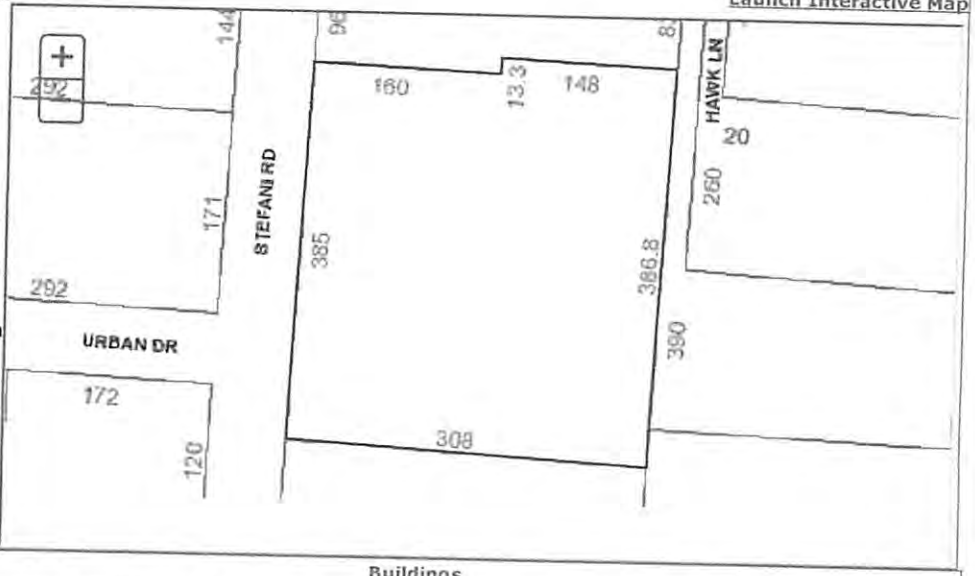
Launch Interactive Map

Section Map Id: 38-1N-31-2

Approx. Acreage: 2.3300

Zoned: VR-1

Evacuation & Flood Information Open Report



Buildings

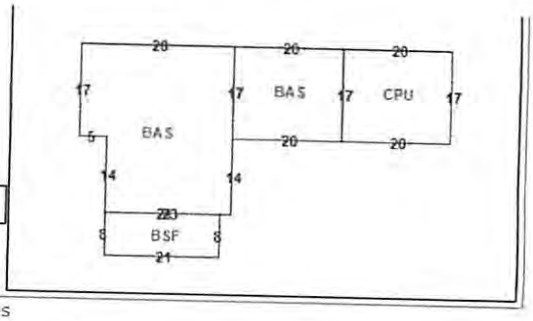
Building 1 - Address:3002 STEFANI RD, Year Built: 1935, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1.00*
EXTERIOR WALL-*BRICK-COMMON*
EXTERIOR WALL-*SIDING-SHT.AVG.*
FLOOR COVER-*HARDWOOD/PARQET*

FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3.00*
NO. STORIES-*1.00*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*MANSARD/GAMBREL*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1646 Total SF
BASE AREA - *1138*
BASE SEMI FIN - *168*
CARPORT UNF - *340*



Images



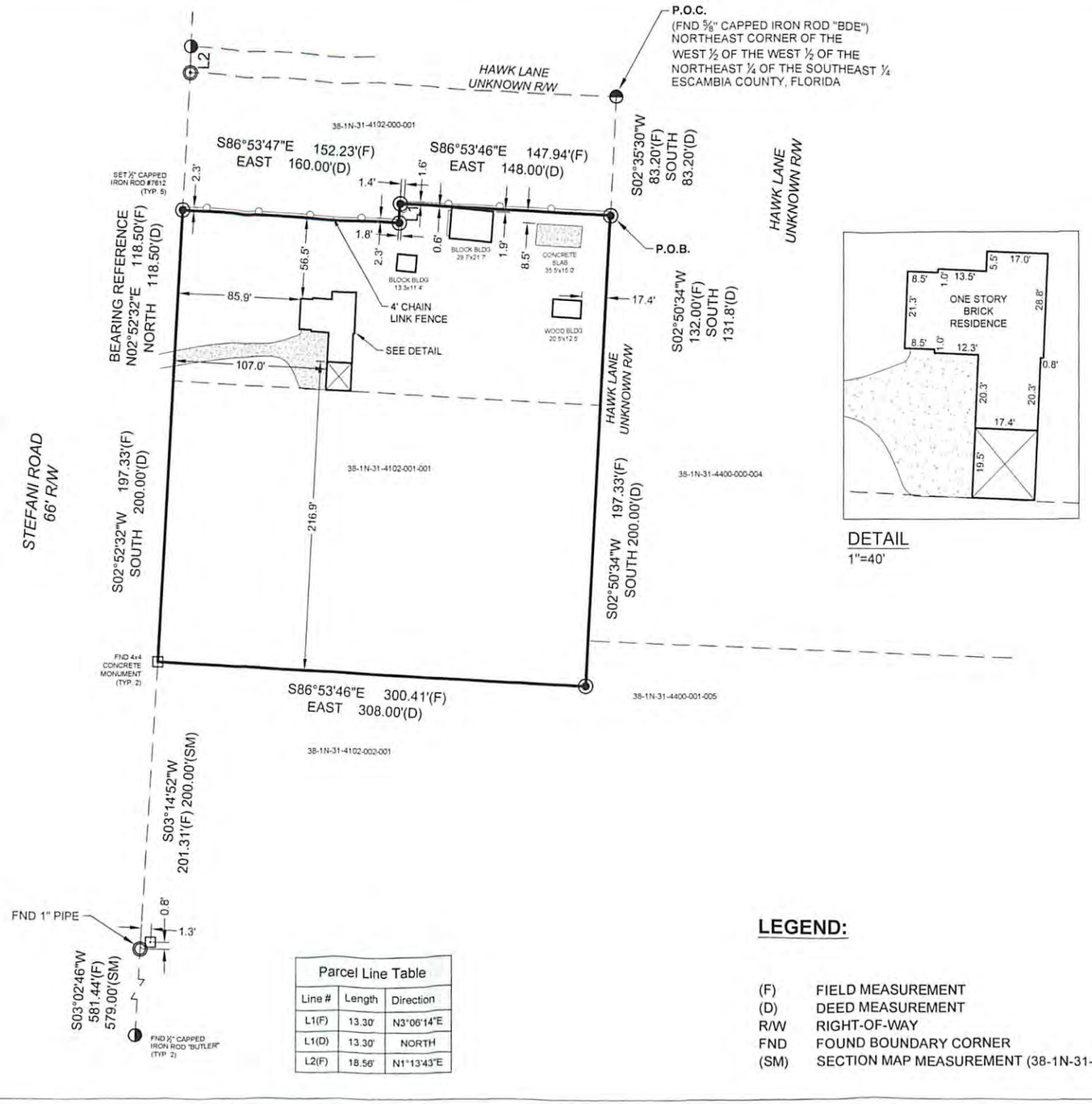
5/13/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
381N314102001001 - Full Legal Description

S 200 FT OF N 415 FT OF E 308 FT OF W1/2 OF W1/2 OF NE1/4 OF SE1/4 ALSO BEG AT NW COR OF NW1/4 OF SE1/4 S 96 5/10 FT FOR POB E 160 FT N 13 3/10 FT E 148 FT S 131 8/10 FT W 308 FT N 118 5/10 FT TO POB OR 7046 P 1714 LESS OR 33 P 137 STATE RD

GMR: 09-25-14 Rezoning Case 2-2014-11



DETAIL
1"=40'

Parcel Line Table		
Line #	Length	Direction
L1(F)	13.30'	N3°06'14"E
L1(D)	13.30'	NORTH
L2(F)	18.56'	N1°13'43"E

LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
FND	FOUND BOUNDARY CORNER
(SM)	SECTION MAP MEASUREMENT (38-1N-31-2)

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

A TRACT OF LAND IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 38, THENCE RUN SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 83.2 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SAME COURSE SOUTH 131.8 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 308.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER A DISTANCE OF 118.5 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER A DISTANCE OF 160.0 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 13.3 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 148.0 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT THAT PART CONVEYED IN OFFICIAL RECORDS BOOK 33, PAGE 137, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
AND
THE SOUTH 200.0 FEET OF THE NORTH 415.0 FEET OF THE EAST 308.0 FEET OF THE WEST ONE-HALF (WEST 1/2) OF THE WEST ONE-HALF (WEST 1/2) OF THE NORTHEAST QUARTER (NORTHEAST 1/4) OF THE SOUTHEAST QUARTER (SOUTHEAST 1/4) OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 6-28-13.
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 EAST RIGHT OF WAY LINE OF STEFANI ROAD AS N02°52'32"W.
4. FENCE LINES ARE EXAGGERATED FOR CLARITY.
5. ENCROACHMENTS ARE AS SHOWN.

CERTIFICATIONS:

SURETY LAND TITLE OF FLORIDA, LLC
ERIC B. AND SHARON J. NISEWONGER
WESTCOR LAND TITLE INSURANCE COMPANY

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

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

360 Surveying Services

360° SURVEYING SERVICES
1801 CREIGHTON RD.
PENSACOLA, FL 32504
850.857.4400

NOT VALID WITHOUT A RAISED SEAL

7/15/13

BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS:
3002 STEFANI ROAD
CANTONMENT, FLORIDA 32533

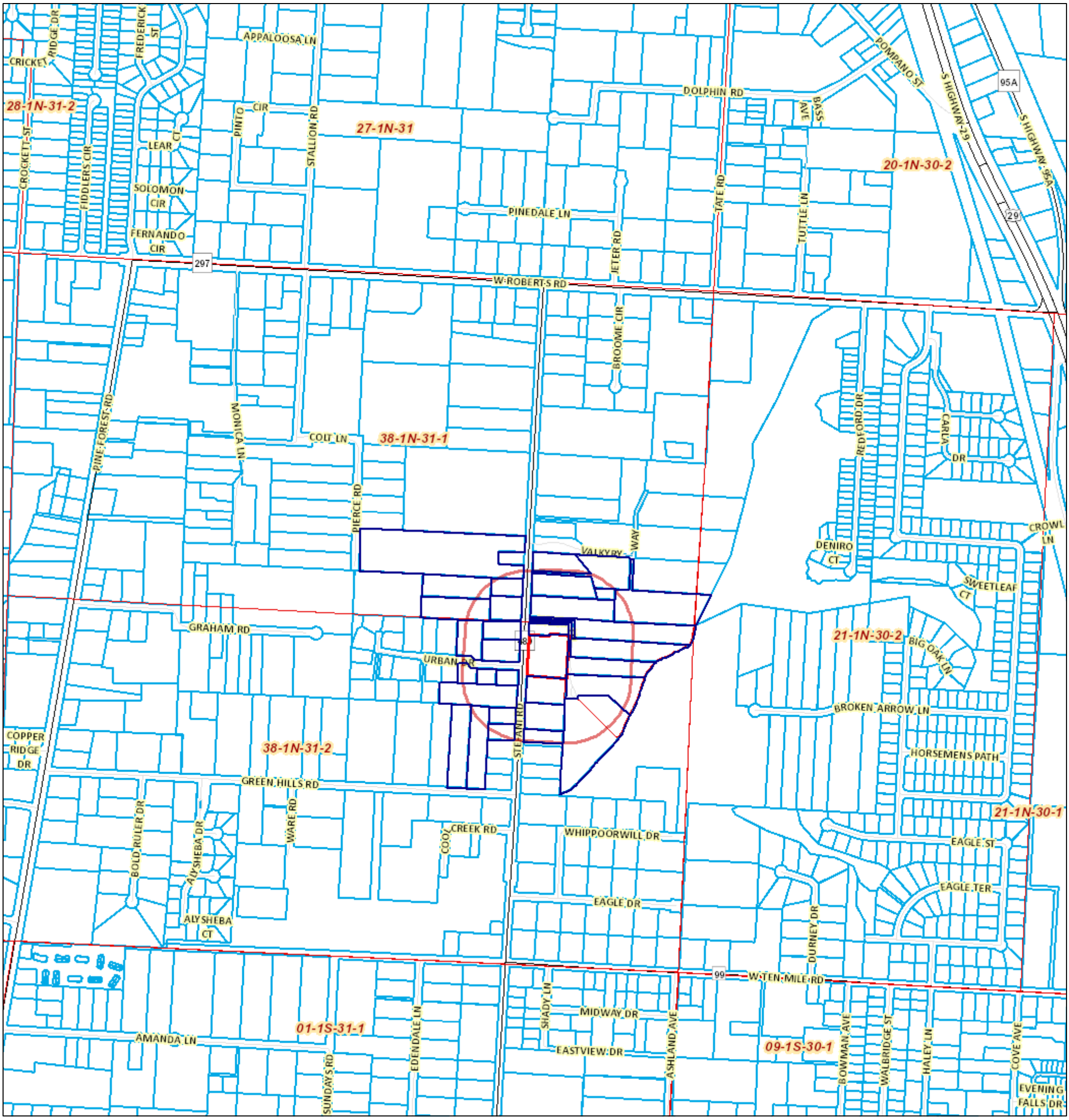
PROJECT NUMBER: 130623
DATE: 7-1-13
FIELD BOOK: 19 **PAGE:** 74
DRAWN BY: lc
APPROVED BY: ROB L. WORKING

N

SCALE: 1"=100'

SHEET 1 OF 1

Chris Jones Escambia County Property Appraiser



July 2, 2014

1:9,089

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

NISEWONGER ERIC B &
3002 STEFANI RD
CANTONMENT, FL 32533

HANCOCK JOHN W &
2932 STEFANI RD
CANTONMENT, FL 32533

BODIE JAMES M & AMY NICOLE
2910 STEFANI RD
CANTONMENT, FL 32533

DREW JOHN W & ELSIE TAYLOR
2894 VALKYRY WAY
CANTONMENT, FL 32533

GODWIN RALPH L JR & MARIE J
2920 STEFANI RD
CANTONMENT, FL 32533

HULL RONALD L & MARY V
2959 STEFANI RD
CANTONMENT, FL 32533

COBB DARCI R
2945 STEFANI RD
CANTONMENT, FL 32533

MCAFEE MICHAEL L & PAMELA B
2860 VALKYRY WAY
CANTONMENT, FL 32533

SCOTT JASON &
2950 STEFANI RD
CANTONMENT, FL 32533

SHUTTLEWORTH CLAUDIA J LIFE EST
2953 STEFANI RD
CANTONMENT, FL 32533

VICK ANN T
3001 STEFANI RD
CANTONMENT, FL 32533

HOLDER MABEL H
4343 LANGLEY AVE
PENSACOLA, FL 32504

GREEN SUSAN K
1065 URBAN DR
CANTONMENT, FL 32533

POTTER HILDA ABELL
1075 URBAN DR
CANTONMENT, FL 32533

COLBERT SHELDON &
1085 URBAN DR
CANTONMENT, FL 32533

COMEAU ANDREA A
3060 STEFANI RD
CANTONMENT, FL 32533

NELSON HELEN CARO LIFE EST
3089 STEFANI RD
CANTONMENT, FL 32533

MILLS ERNEST L & MARY V
3130 STEFANI RD
CANTONMENT, FL 32533

STEFANI MARTIN JR & MARILYN
3162 STEFANI RD
CANTONMENT, FL 32533

MICHANOWICZ CAMERON A
2730 HAWK LN
CANTONMENT, FL 32533

BRINKMAN JOHN E & MARY SUE
2750 HAWK LN
CANTONMENT, FL 32533

MALINSKY ROBERT W & GLORIA S
2740 HAWK LN
CANTONMENT, FL 32533

SIMPSON STEVEN E &
2720 HAWK LN
CANTONMENT, FL 32533

FISHER FREDERICK T & MARCIA B
2780 HAWK LN
CANTONMENT, FL 32533

BERRY CORKY
3019 HWY 29 SOUTH
CANTONMENT, FL 32533

CARPENTER CHARLES D & CHRISTINE M
2981 STEFANI RD
CANTONMENT, FL 32533

TEETS MYRON D JR &
3005 STEFANI RD
CANTONMENT, FL 32533

JERNIGAN KEITH D
1804 KINGSTREE DR
CANTONMENT, FL 32533

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **611424**

Date Issued. : 06/30/2014
Cashier ID : GELAWREN

Application No. : PRZ140600012

Project Name : Z-2014-11

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1021	$1,270.50	App ID : PRZ140600012
		$1,270.50	Total Check

Received From : NISEWONGER JOANNE
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140600012	702843	1,270.50	$0.00	3002 STEFANI RD, CANTONMENT, FL, 32533

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 7/2/2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Aug 5, 2014

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2014-11

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Sharon JoAnne Nisewonger

*Address: 3001 Stefani Rd *City, State, Zip: Cantonment FL

Email Address: nisewonger@att.net Phone: 850

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

Z-2014-12

(The motion passes unanimously.)
MR. TATE: What is on the record today is all that can be on the record at the Board of County Commissioners meeting, so somebody can't turn around and protest there in regard to that, so this is it for you in that regard.
MS. NISEWONGER: Thank you.
MR. BRISKE: Thank you. Good luck to you.
(Conclusion of Z-2014-11. The transcript continues on Page 18.)
* * *

VOID

* * *

CASE NO: Z-2014-12

Applicant: Briar Ridge, LLC, Owner

Address: 100 Isaacs Lane

From: VAG-2, Villages Agricultural Districts, Gross Density (one du/five acres)

To: ID-2, General Industrial District (noncumulative)

MR. BRISKE: Our next case is case Z-2014-12. The applicant is Briar Ridge, LLC, the owner, being represented by Mr. Buddy Page, 100 Isaacs Lane, VAG-2, Villages Agricultural, to ID-2.
Once again, I'll ask members of the Board if there's been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or the general public? Have you visited the subject property? And also disclose if you are a relative or business associate of any of the parties.
We'll begin with Ms. Oram.
MS. ORAM: No to all.
MS. HIGHTOWER: No to all.
MR. LOWERY: No to all.

MR. BRISKE: The Chairman. No to all.
MR. TATE: No to all.
MS. DAVIS: No to all.
MR. WINGATE: I did visit the site.
MR. BRISKE: And no ex parte communication, Mr. Wingate?
MR. WINGATE: No special communication.
MR. BRISKE: Thank you, sir.
Staff, on this case was the notice of hearing sent to all interested parties?
MS. MALLORY: Yes, sir, it was.
MR. BRISKE: Thank you. Was the notice also posted on the subject property?
MS. MALLORY: Yes, sir, it was.
MR. BRISKE: Mr. Page, do you have any objection to the pictures and the maps?
Okay. We'll go ahead and show those, please.
(Presentation of Maps and Photography.)
MS. CAIN: Again, this is Z-2014-12, 100 Isaacs Lane, going from VAG-2 to ID-2. This is the location map showing the area highlighted in blue. This is the 500-foot radius map. And this is the 500-foot rezoning VAG-2 with surrounding VR-2.

MR. BRISKE: Would you stay on that one for just a moment? Is the gray down there, is that the OLF field, the Navy field?
MS. ORAM: Yes, it is.
MR. BRISKE: That's what I was thinking. Right below Frank Reeder Road.
MS. ORAM: Correct.
MS. CAIN: This is the Future Land Use Map showing the current Future Land Use of Industrial with the surrounding of Mixed Use Suburban.
MR. TATE: And that was a change that's already taken place?
MS. CAIN: Yes, sir.
This is the existing Future Land Use showing the areas around it and some of the acreage. This is aerial photography. This is showing a picture of all the wetlands that are proximally on the site. This is our DSAP Overlay.
MR. JONES: And I'm going to give a comment on that. That's basically the DSAP Detailed Area Plan for the Sector Plan, so this property basically is right across the street from the Sector Plan.

MR. TATE: Right across the street, but it's also right across the street from an employment node.

MR. JONES: Absolutely.

08:46 MS. CAIN: This is our public hearing sign posted on the site. This is looking south along the entrance of Isaacs Lane onto Beulah Road. And if you notice, that other sign was also, the green one was the large scale

08:47 amendment plan. Looking east onto the entrance of Isaacs from Beulah Road. This is looking north at Isaacs Lane. The subject property is on the east side. Looking northwest from the property. Looking west.

08:47 Looking north along Isaacs Lane.

This is the 500-foot radius map from Chris Jones and also our 500-foot mailing list that's sent out to all interested parties. That concludes the maps.

08:47 MR. BRISKE: Board members, any questions about the maps or photography?

Mr. Page, please be sworn in and then state your name and address for the record.

(Wiley C. "Buddy" Page sworn.)

08:48 MR. BRISKE: Good morning, Mr. Page. Your

name and address for the record, please.

MR. PAGE: Good morning. Thank you, Mr. Chairman, Buddy Page with Professional Growth Management Services, 5337 Hamilton Lane

08:48 in Pace, Florida.

MR. BRISKE: Thank you, sir. Did you receive a copy of the staff's Findings-of-Fact in the hearing package?

MR. PAGE: I did.

08:48 MR. BRISKE: And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, also furthers the goals, objectives and

08:48 policies of that plan and is not in conflict with any portion of the County's Land Development Code?

MR. PAGE: I do.

MR. BRISKE: Before we go, let you start

08:48 your presentation, I did have a pink slip that says Traffic Staff Escambia County. Is that going to be a witness called on by the County or how is that?

08:48 MR. JONES: Tom just wanted to make a comment.

MR. BRISKE: Let's get that on the record. So the traffic staff will be part of the staff's presentation then as a witness? I just wanted to make sure.

08:49 Mr. Page, you may proceed, sir.

MR. TATE: Mr. Page, before we do get started, I don't know how you've managed to do something that's not -- has a room full of people in front of us, but we can proceed with

08:49 this as simply, as quickly or as much time as you want to take with it.

MR. PAGE: Mr. Chairman, I certainly would like to expedite this if that's the pleasure of the Board, as well, and recognizing that I

08:49 would suggest and offer to adopt the staff's recommendations and their findings as our own.

MR. BRISKE: Thank you, Mr. Page. I will give you a chance to come back up if there's any cross-examination of the traffic staff.

08:49 Horace, do we want to bring Tom up? Tom, we're ready for you.

Good morning, sir, if you will, just please be sworn in and then state your name and position for the record, please.

08:50 (Tom Brown affirmed.)

MR. BROWN: Tommy Brown, Transportation Planner with Escambia County Office of Transportation and Traffic Operations.

We just wanted to make note that Isaacs

08:50 Lane, even though technically not a County right-of-way, it is a County maintained road and we will be approaching the landowners along Isaacs Lane for right-of-way for the future beltway and the interchange that's

08:50 going in that area or proposed to go in in that area. So I just wanted to let the landowner know and the County staff and Board that we will be most likely needing right-of-way along that portion of Isaacs Lane

08:51 for the future roadway improvements.

MR. BRISKE: Are there any proposed drawings of that?

MR. BROWN: Three of the four alternative

08:51 go straight up Isaacs Lane, but these are very high level just planning alternatives, nothing specific, no engineering, just what looks like the most logical placement of the new roadway and interchange.

MR. WINGATE: Is a copy of that available?

08:51 MR. TATE: Don't we have it in our packet?

MR. BRISKE: Can we bring that up on the screen, if we have it?

MR. BROWN: I don't think we have this specific one.

08:51 MR. JONES: These drawings should be part of the packet.

MR. BROWN: And also there is a --

MR. BRISKE: Horace, I think the Board would like to see those drawings of the

08:51 proposals just so we have an idea.

MR. TATE: Can I ask the applicant, too, is the applicant aware, is your customer aware of --

MR. BRISKE: Mr. Page, if you would come

08:52 back to the microphone, please.

MR. PAGE: Yes, sir.

MR. BRISKE: Let's go ahead and settle this question, first. Mr. Page.

MR. PAGE: Mr. Chairman, in response to

08:52 the question, the owner is aware, the owner recognizes that there will be some discussion at some point requiring some donation of some rights-of-way in the event that that does come in.

08:52 And, secondly, he's aware of a fair amount

of buffering that's going to be required, as well. So he does -- he is aware of both of those, Mr. Bo Johnson.

MR. BRISKE: Thank you, Mr. Page.

08:52 MR. BROWN: We can get you copies of these drawings. We just don't have them available right now.

MR. TATE: I think if we can just get a glimpse, walk it through the Board real quick

08:53 we'll be pleased just to get a look at it.

MR. BROWN: Do you want to pass this one copy around?

MR. BRISKE: That's fine. You can start with Ms. Oram down there. Just let us look at

08:53 them. In the future, when we have things like this, I'll ask that they be included in the packet.

UNIDENTIFIED SPEAKER: Let me give you a little background.

08:53 MR. BRISKE: Sir, hold on. Please be sworn in and then state your name and position.

(Greg Allen sworn.)

MR. ALLEN: My name is Greg Allen with

08:53 Atkins. I'm working with the County on the

beltway project, PD and E project and formerly worked on these drawings for the County.

MR. BRISKE: What is your position with Atkins, sir?

08:53 MR. ALLEN: I am group manager.

MR. BRISKE: Are you going to be testifying as an expert today as expert testimony?

MR. ALLEN: Yes, sir.

08:53 MR. BRISKE: The Board will need to hear some of your background and education so we can qualify you as an expert. Only experts are allowed to give opinion testimony. Otherwise it would have to be factual.

08:53 MR. ALLEN: Like I said, I'm a professional engineer licensed in the state of Florida. I have a degree in civil engineering from FSU, and a Master's degree in environmental engineering from the University

08:54 of South Florida.

MR. TATE: How long have you been practicing?

MR. ALLEN: I'm been working for 22 years.

MR. BRISKE: In 22 years you've done prior

08:54 projects similar to this in your career?

MR. ALLEN: Yes, sir.

MR. BRISKE: The Chair will entertain a motion to accept this gentleman as an expert in the area of engineering and planning.

08:54 MS. DAVIS: So moved.

MR. TATE: Second.

MR. BRISKE: A motion and a second. Any discussion? All those in favor, say aye.

(Board members vote.)

08:54 MR. BRISKE: All those opposed?

(None.)

(The motion passes unanimously.)

MR. BRISKE: We'll make a record that he will be accepted as an expert in engineering.

08:54 Go ahead, sir.

MR. ALLEN: Just to give you a little bit of background, these drawings were done several years ago when we were doing an interchange justification report for the

08:54 County.

Since that time the Department of Transportation has assumed control of just the interchange justification report because on the federal highway system they are

08:54 handling -- and their consultant, which is not

us, is doing their own drawings. Now, there's not too many alternatives because of the location on the interstate that they can go.

But I'm just letting you know these drawings are old, but in some kind of form or fashion they're going to have to come up with a similar interchange. I just wanted to make that known. We are still working on the P and E study for the County and we're pushing forward with that, but we're coordinating with the DOT and their consultant, which is Parsons Transportation.

MR. BRISKE: And it looks like out of these five alternatives here that all but one of them use Isaacs Lane. There's one that uses the existing -- I guess that's Beulah Road; is that correct?

MR. ALLEN: Correct.

MR. BRISKE: So there's a pretty high likelihood that it will be coming on Isaacs Lane.

MR. ALLEN: Correct.

MR. BRISKE: Just give the rest of the Board members a chance to review them.

MR. ALLEN: The reason Isaacs Lane is so,

I guess, enticing is the distance between the weigh station and the Ag station, those create obstacles for weaving maneuvers on the interstate that the federal highway is very interested in. We basically have to solve those problems in order for them to approve the interchange.

And just to give you a little more background, the Federal Highway Administration they won't approve an IDR until the NEPA process is done. That's why we got a conditional acceptance at the end of our study that said it appeared that there were no fatal flaws in the analysis, there were no issues, it looks like everything was mitigated, any of the issues they had, but they wanted a full NEPA study, which is the PD and E study, completed before they will approve the interchange justification report. So that's why it's going to be in limbo until that PD and E study is completed.

MR. BRISKE: Do you have any estimate of a time frame at all?

MR. ALLEN: Well, because the new alignment with the PD and E -- and just for

your knowledge, you can go on their highway website and the average environmental impact statement takes six years. Because of new alignment they really delve into the details and see the impacts, the secondary impacts to an area when you open up a new roadway.

MR. BRISKE: Board members, I think all of you have now had a chance to review the five alternatives. Are there any questions concerning that future growth that is being proposed?

Sir, before you leave, if you don't mind, please fill out one of these forms on the back so we have you on the record. Thank you for your testimony.

Tom, we'll bring you back up. Again, state your name again just so we make sure we've got it on the record.

MR. BROWN: Tom Brown, Escambia County Traffic. I just want to remind the applicant that when or if the property gets developed and comes through our Development Review Committee process and they submit a site plan for whatever use they want, if it's approved, part of that approval will be that they will

have to make roadway infrastructure improvements to Isaacs Lane or a new road, wherever they decide to put it, and possibly some operational improvements on Beulah Road. That's especially important, you know, if the site plan comes in before our beltway plans get finished. They probably won't have to build it to a four-lane, what our beltway will be, but any improvements that they need to access that site will be up to the developer unless he wants to wait for our beltway to be built, which could be farther down the road than they wish to wait. I just wanted to make that on the record.

MR. BRISKE: Mr. Wingate, you have a question?

MR. WINGATE: Yes. I have a question. Have the beltway distances been targeted or the distances of widening of the space that the State or the County will be taking? You know, sometimes it's 100 feet, sometimes for an interstate it's 200 feet.

MR. BROWN: Right. Well, the Comp Plan has set aside 300 feet of right-of-way for the beltway. It's in the Comprehensive Plan.

MR. WINGATE: I see one through five drawings; what stage are we at now?
MR. BROWN: It's just very preliminary, preliminary design and environmental review, to see if it's feasible and to see if it would fit within the natural and manmade constraints. We haven't drawn any lines that say we need this right-of-way here. We haven't gotten that far.
09:00 MR. TATE: It's really more just operational information for the applicant.
MR. BROWN: Yes.
MR. WINGATE: At the final stage -- you're not at a stage where a drawing is available?
09:00 MR. BROWN: No, not that we know absolutely that need this much land, no, we're not there, yet.
MR. BRISKE: I think it's important that the applicant's agent has acknowledged that
09:00 he's aware of this and, of course, if it went for a site plan, Traffic would be involved again and they would bring these points up that this is potentially coming, so it would get caught again through that process.
09:00 MR. BROWN: Yes, it would. We just want

to make it -- since it is major development and it's right beside our major roadway improvements, we want to make sure everybody knows ahead of time.
09:01 MR. BRISKE: We appreciate you guys coming and sharing that with us. That's very good.
MS. CAIN: Mr. Chairman, if you would like to have these five drawings as part of the packet, then you probably need to vote to
09:01 accept them if you want them included.
MR. BRISKE: I think that would be a good idea. The Chair will entertain a motion.
MS. DAVIS: I move that we accept the five drawings and include them in the packet.
09:01 MR. WINGATE: I second.
MR. BRISKE: As part of the Findings-of-Fact?
MS. DAVIS: Yes.
MR. BRISKE: Thank you. We have a motion
09:01 and a second. Any discussion? All those in favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed?
(None.)
09:01 MR. BRISKE: The motion carries.

(The motion passes unanimously.)
MR. BRISKE: Tom, anything else?
MR. BROWN: No.
MR. BRISKE: Thank you for your time, both
09:01 of you.
Before we go further, Ms. Oram, due to the proximity to the OLF field there, do you have any comments from the Navy before we proceed?
MS. ORAM: No, Industrial is compatible
09:01 with the area, and it's outside the AIPD Site 8. That should be good.
MR. BRISKE: Thank you.
Mr. Page, yes, sir.
MR. PAGE: Mr. Chairman, just a comment
09:02 based on what we've just heard here. While we do acknowledge that there may be a need for some additional rights-of-way as these things move along, I think in an ideal situation we have all of the Findings-of-Fact by staff
09:02 submitted to us probably ten or 12 days ago, we've met with the owner, we've gone over all these things. If we have additional Findings-of-Fact it certainly would have been beneficial if those had been included in with
09:02 the original package so that I could stand

here and say that the owner has reviewed all of this. The owner knows nothing of what has been presented here this morning, but I'm sure he still feels in holding fast to cooperating
09:02 obviously is to his advantage to do that type of thing.
But we just heard 300 feet of width of right-of-way. I'm sure if that comes off of his center line and he's looking at 150 as
09:03 opposed to 300 that would be a lot more acceptable. But, again, if that could have been a part of the original findings that we were able to meet and work our way through rather than something that's presented here.
09:03 I understand some of these things come up at the last minute, but from an applicant's standpoint of view, it would have been nice to have everybody on the ownership side aware of this as we moved forward. We still adopt the
09:03 Findings-of-Fact.
MR. TATE: It is identified in the findings under Mobility Element 1.4.1. The Beulah expressway is designated as a proposed transportation corridor. Maps and description
09:03 of the proposed north/south corridor and the

east/west connecting corridors are on file as Exhibits A and B to the ordinance number.

MR. PAGE: We've not seen those.

MR. TATE: It's actually in the staff findings.

MS. DAVIS: Criterion (1).

MR. PAGE: The staff typically provides us with a completed package with this information that -- this aerial photo.

MR. TATE: The photos themselves are not, the reference to them as being on file in the County are.

MR. PAGE: That's what I'm referencing here this morning, that he's willing to work with the County and with the DOT, federal highway and others.

Just as a matter of information, some of the preliminary development drawings that he had showed, because of constraints of the environmental situation there, his ingress and egress was at the extreme southwest corner down in that area there and that was to provide minimal impact on the environment and, of course, giving some recognition to the residential neighborhood to the west side.

But the owner is willing to work, Mr. Chairman, with everything we've heard here this morning.

MR. BRISKE: Well, I think Mr. Tate's point is well taken. It is in writing. We've added the maps and we've given you a little bit more information to go on. Of course, if you feel uncomfortable we could ask for a continuance, but it you're still okay...

MR. PAGE: I do not.

MR. BRISKE: All right. Based on that information, is there anything else from the staff?

MS. CAIN: I'm sorry?

MR. BRISKE: Anything else from staff?

MS. CAIN: No.

MR. BRISKE: Board members, discussion or the Chair will entertain a motion.

(Motion by Mr. Tate.)

MR. TATE: Move to accept this rezoning from VAG-2 to ID-2 and accept staff's Findings-of-Fact and forward our recommendation to the Board of County Commissioners.

MS. DAVIS: Second.

MR. BRISKE: A motion and a second. Any discussion? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously.

(The motion passes unanimously.)

MR. BRISKE: Mr. Page, good luck with it.

At this time -- let me see. Do we have anything else? We have nothing else for the quasi-judicial rezoning hearings, so we will hereby call for adjournment. We're going to take about a three to five-minute break here to let Linda get her equipment down and then we'll come back into the regular Planning Board. Thank you.

(The Rezoning Hearings concluded at 10:10 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 39 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

VOID

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 6th day of August 2014.

/ss_____
LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: EE 860695
My Commission Expires: 02-05-2017

Planning Board-Rezoning **6. B.**

Meeting Date: 08/05/2014
CASE : Z-2014-12
APPLICANT: Briar Ridge, LLC., Owner
ADDRESS: 100 Isaacs Lane
PROPERTY REF. NO.: 34-1N-31-2101-000-001
FUTURE LAND USE: I, Industrial
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: **09/04/2014**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: VAG-2, Villages Agricultural District, Gross Density (one du/five acres)

TO: ID-2, General Industrial District (noncumulative)

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.1.9 Buffering. In the Land Development Code (LDC), Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

CPP FLU 1.1.10 Locational Criteria. The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting

adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

CPP FLU 1.3.1 Future Land Use Categories. The Industrial (I) Future Land Use (FLU) category is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include: light to intensive industrial, ancillary retail and office, no new residential development is allowed. The minimum residential density is none the maximum residential density is none

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).

OBJ MOB 1.4 Corridor Preservation Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations for standard right-of-way, setback regulations, density and intensity regulation, right-of-way, and scenic roadway designation within the provisions of the LDC.

MOB 1.4.1 Proposed Transportation Corridors. Escambia County will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations will be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

FINDINGS
The allowable uses under the Industrial FLU category are intended for an intense mix of industrial development, ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Large Scale Amendment LSA-2014-02 (14-4ESR) was approved for Industrial FLU by the BCC on July 10, 2014.

A rezoning must be established for a FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency. No formal projects have been submitted at this time.

All buffering requirements and locational criteria standards will be addressed under compatibility analysis with the LDC or during the Site Plan Review Process. A rezoning map change **will provide compatibility** of uses, as stated in CPP FLU 1.3.1, as the Industrial FLU have allowances for light to intensive industrial uses. The proposal is also **consistent** with CPP FLU 1.5.3, as the parcel will be accessed using the existing public roads and if development occurs,

the applicant may expand the use of existing utilities and service infrastructure.

MOB 1.4 The proposed rezoning change is within the protection area, but the actual location, layout, and description of the Beulah Expressway are unknown at this time. Based upon the requirement for extensive public involvement as determined by Florida Statues, consistency with MOB 1.4.1 **will be met**. The protected area does not include the whole 93.01 acre parcel for rezoning. The proposed Beulah Expressway is only a conceptual drawing of the proposed road.

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

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The ID-2 zoning is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. The buffering requirements specified in Article 7, Section 7.01.06. of the Land Development Code may be required and will be addressed during the Site Plan Review Process. It's staff's opinion that the proposed amendment meets the locational criteria for new industrial uses, as it's situated on a parcel of land that's large enough to adequately support the type of industrial development proposed. The locational setting of the proposed amendment should minimize any adverse impacts upon surrounding properties.

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. Within the 500’ radius impact area, staff observed properties with zoning districts V-2A VR-2, VAG-1, and P. Within the zoning districts there are two non-agriculture, two large parcels that are timberland, two cropland parcels, twenty-three single-family residences, and two vacant parcels. In reviewing ELU Map Exhibit, there are no existing industrial type land uses within the 500' radius, furthermore the zoning categories range from residential to public. However, it must be noted that proposed rezoning request is in close proximity to the Sector Plan Area. The corresponding maps and regulations to the Sector Plan were approved by the BCC to expand future growth as a corridor to the Escambia County.

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. The applicant has provided a wetlands survey that identifies and delineates existing wetlands within the site. The applicant is also in the process of obtaining all required permits and implementing all necessary mitigation activities as dictated by the responsible Federal and State agencies. 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.

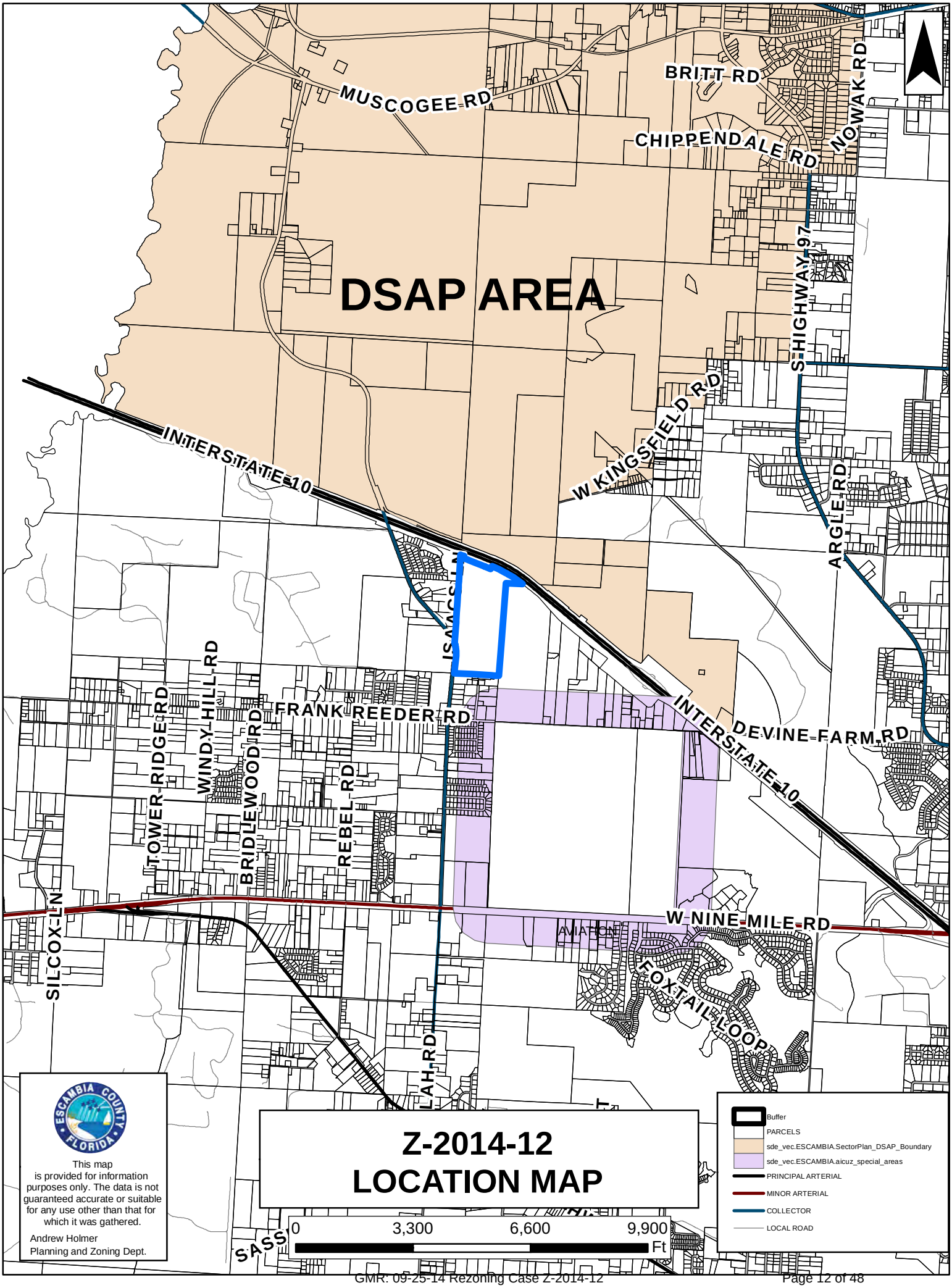
CRITERION (6)

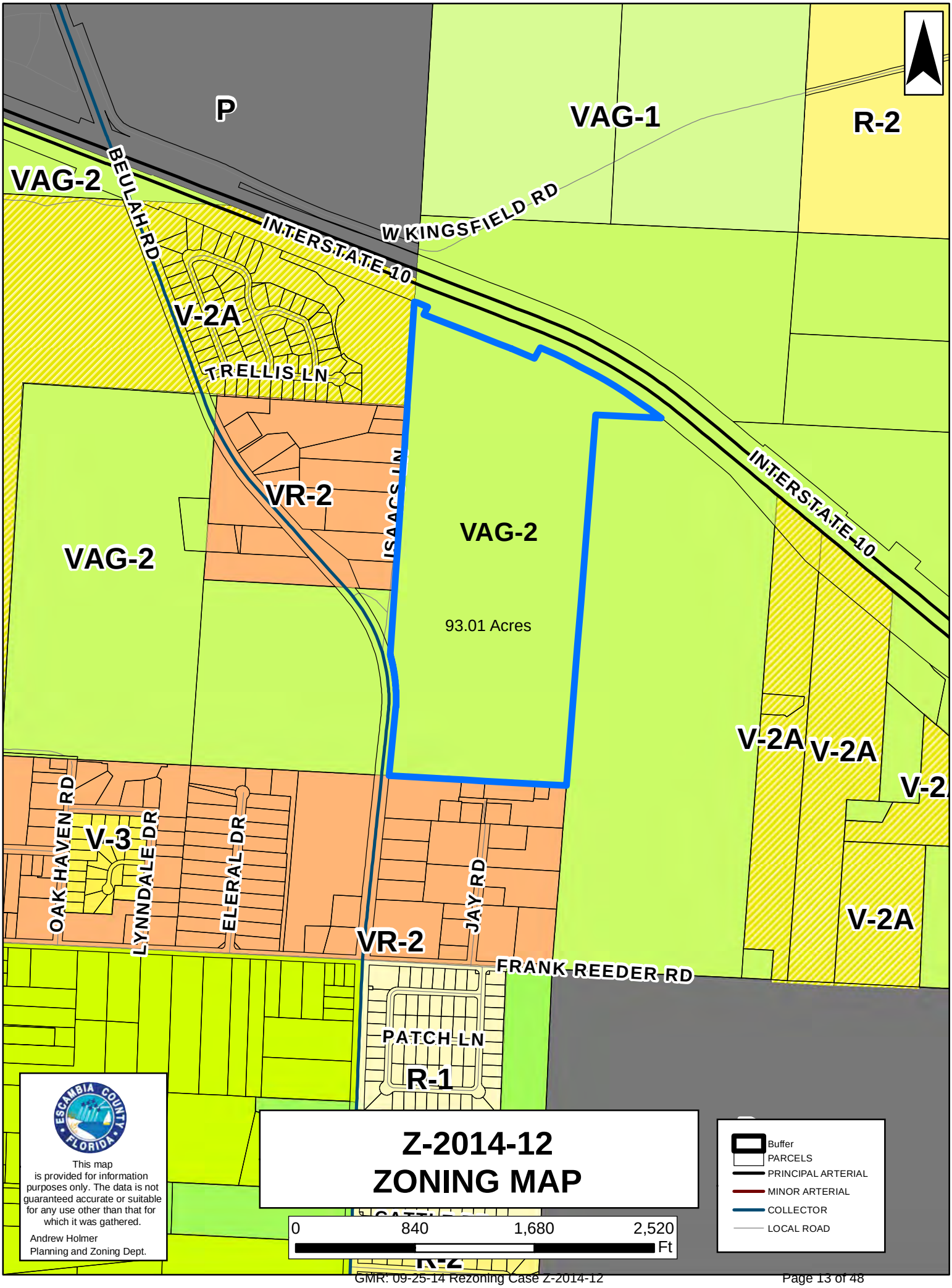
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

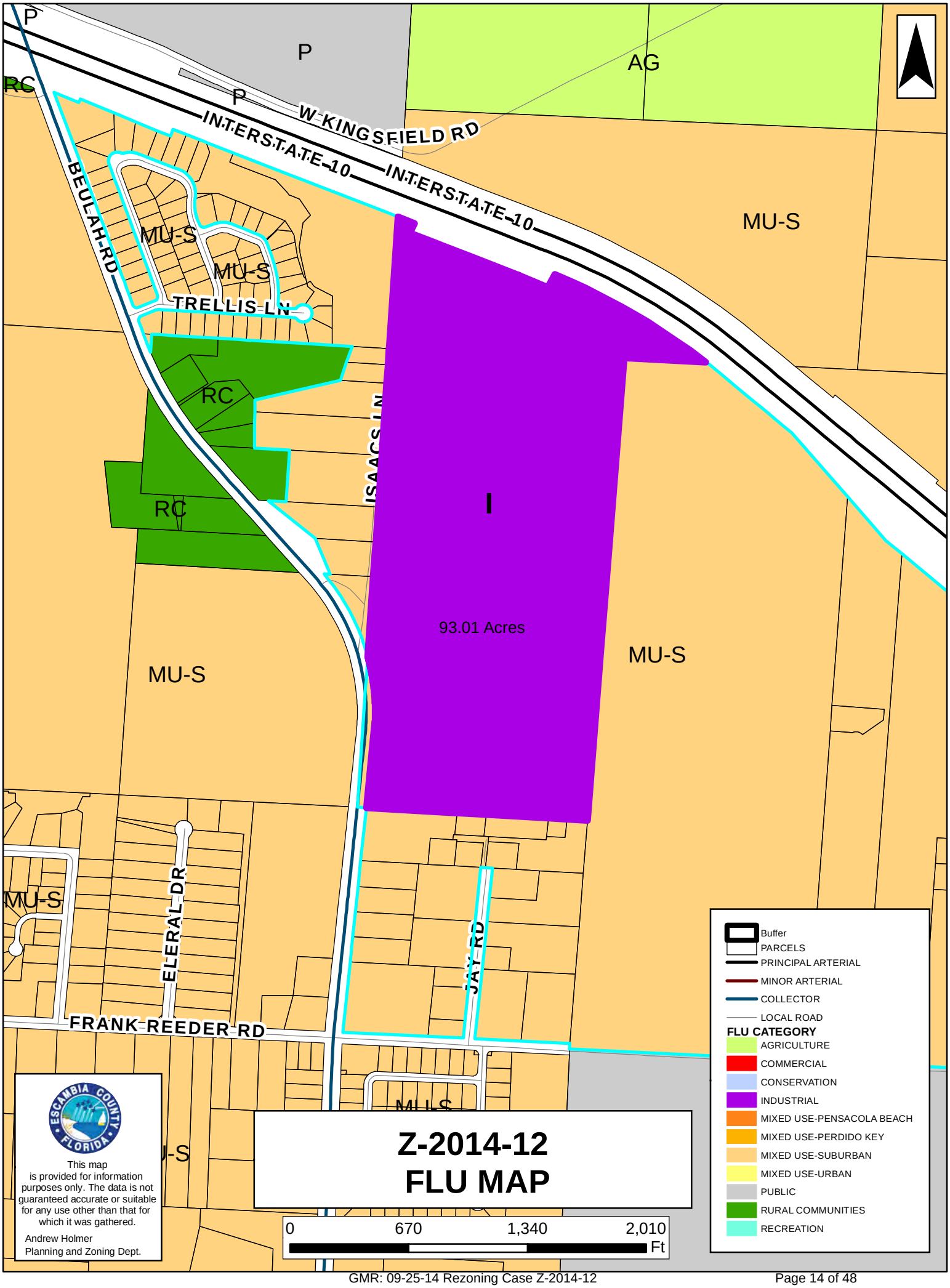
FINDINGS
Based on the location of the parcel, the current zoning maps and the surrounding existing land uses, the proposed amendment **would result** in a logical and orderly development pattern. The large 93.01 acre parcel would allow for a large continuous section of industrial to develop along Isaacs Lane and Interstate-10 giving it a close proximity to the interstate maximizing the use of existing roads and infrastructure. With the DSAP area north of the interstate and zoned for industrial type uses already, the rezoning would add to the corridor trend of good development that is close to the interstate to maximize economic development.

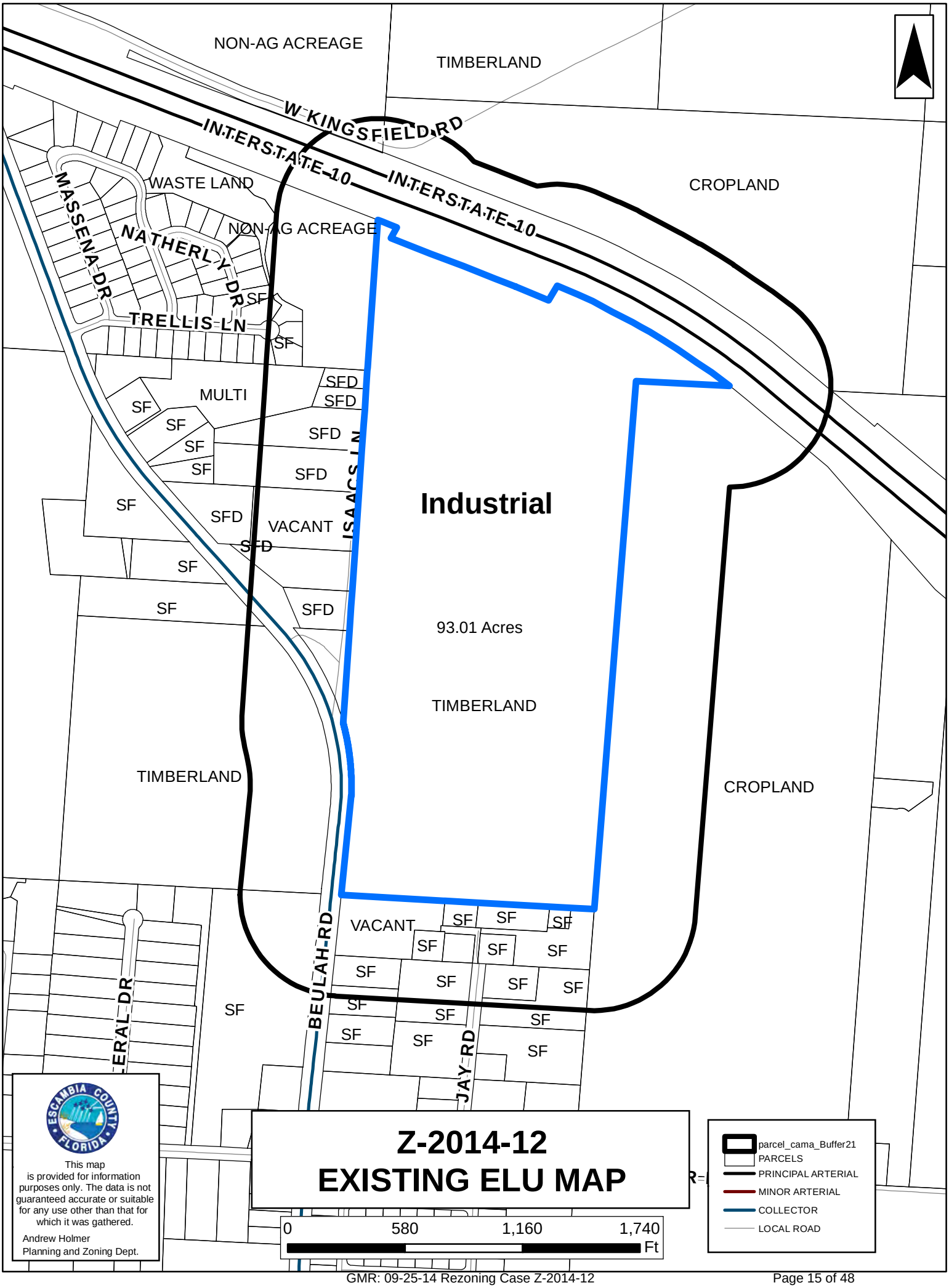
Attachments

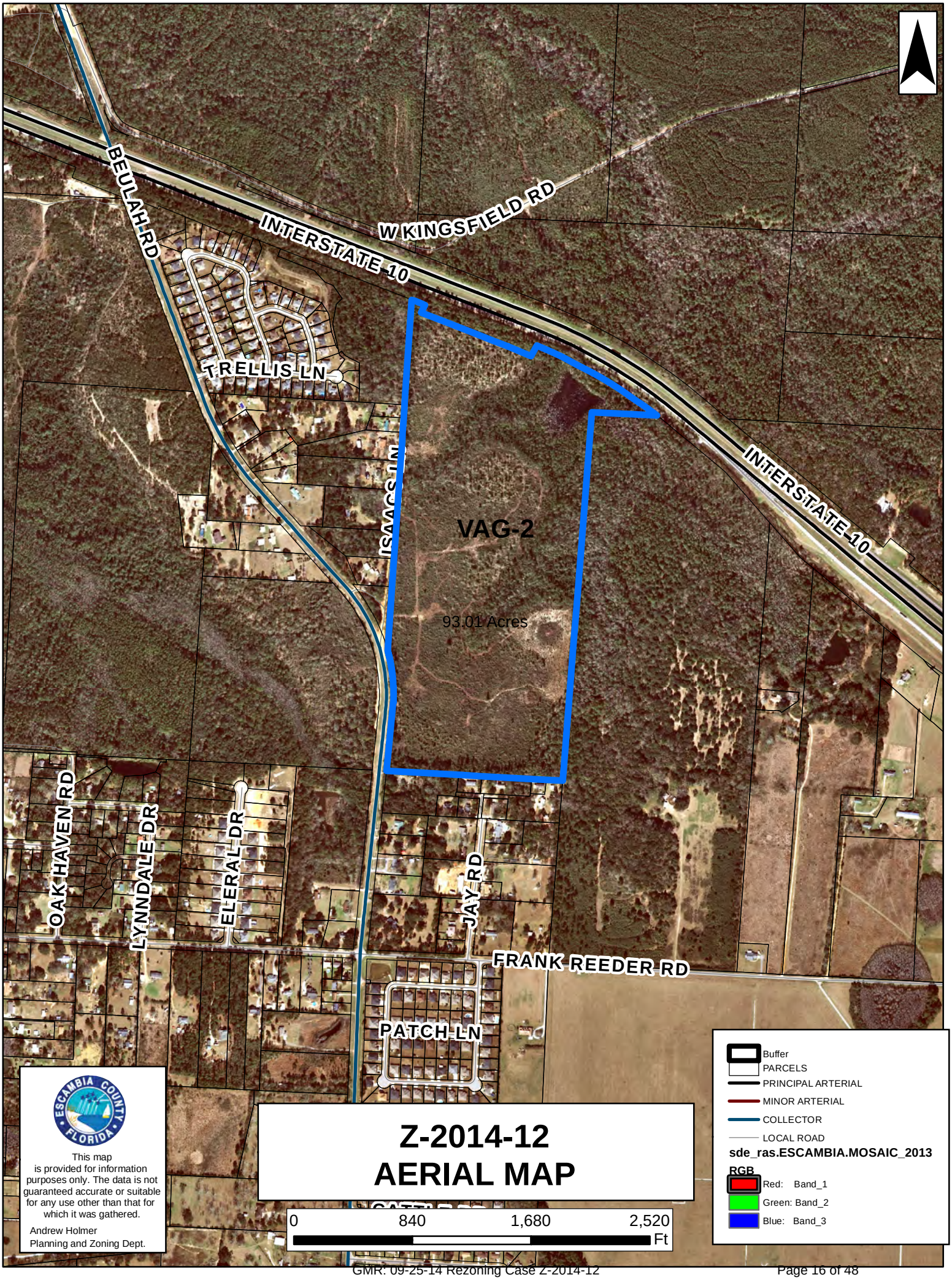
Z-2014-12


DSAP AREA
MUSCOGEE RD
BRITT RD
CHIPPENDALE RD
NOWAK RD
S HIGHWAY 97
INTERSTATE 10
W KINGSFIELD RD
ARGLE RD
ISAAC CALL
FRANK REEDER RD
DEVINE FARM RD
INTERSTATE 10
TOWER RIDGE RD
WINDY HILL RD
BRIDLEWOOD RD
REBEL RD
SILCOX LN
W NINE MILE RD
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LOCATION MAP
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

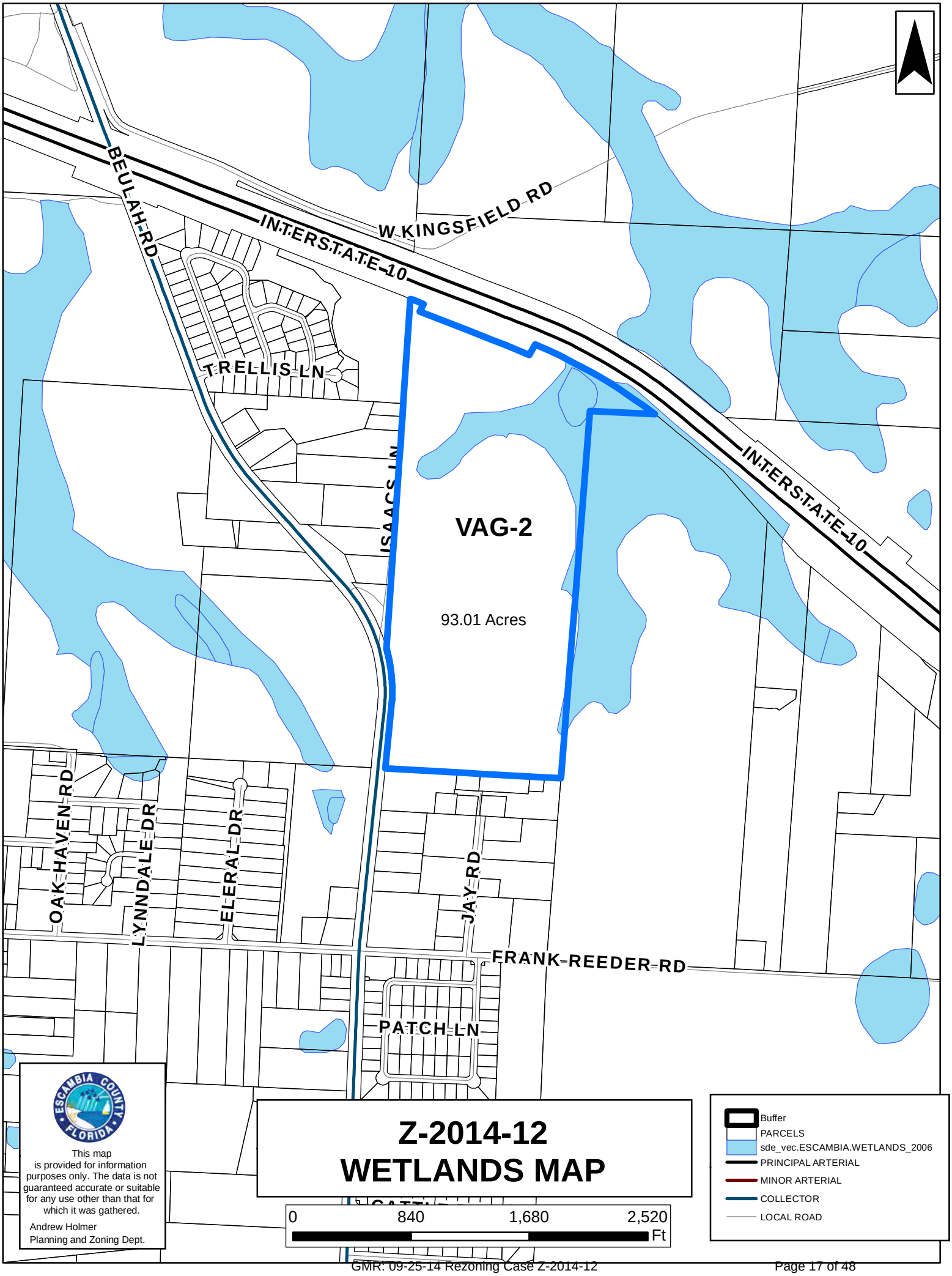

P
VAG-1
R-2
VAG-2
BEULAH RD
INTERSTATE 10
W KINGSFIELD RD
V-2A
TRELLIS LN
VR-2
ISAACS LN
VAG-2
VAG-2
93.01 Acres
INTERSTATE 10
V-2A
V-2A
V-2
V-2A
V-3
OAK HAVEN RD
LYNNDALE DR
ELERAL DR
JAY RD
VR-2
FRANK REEDER RD
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R-2
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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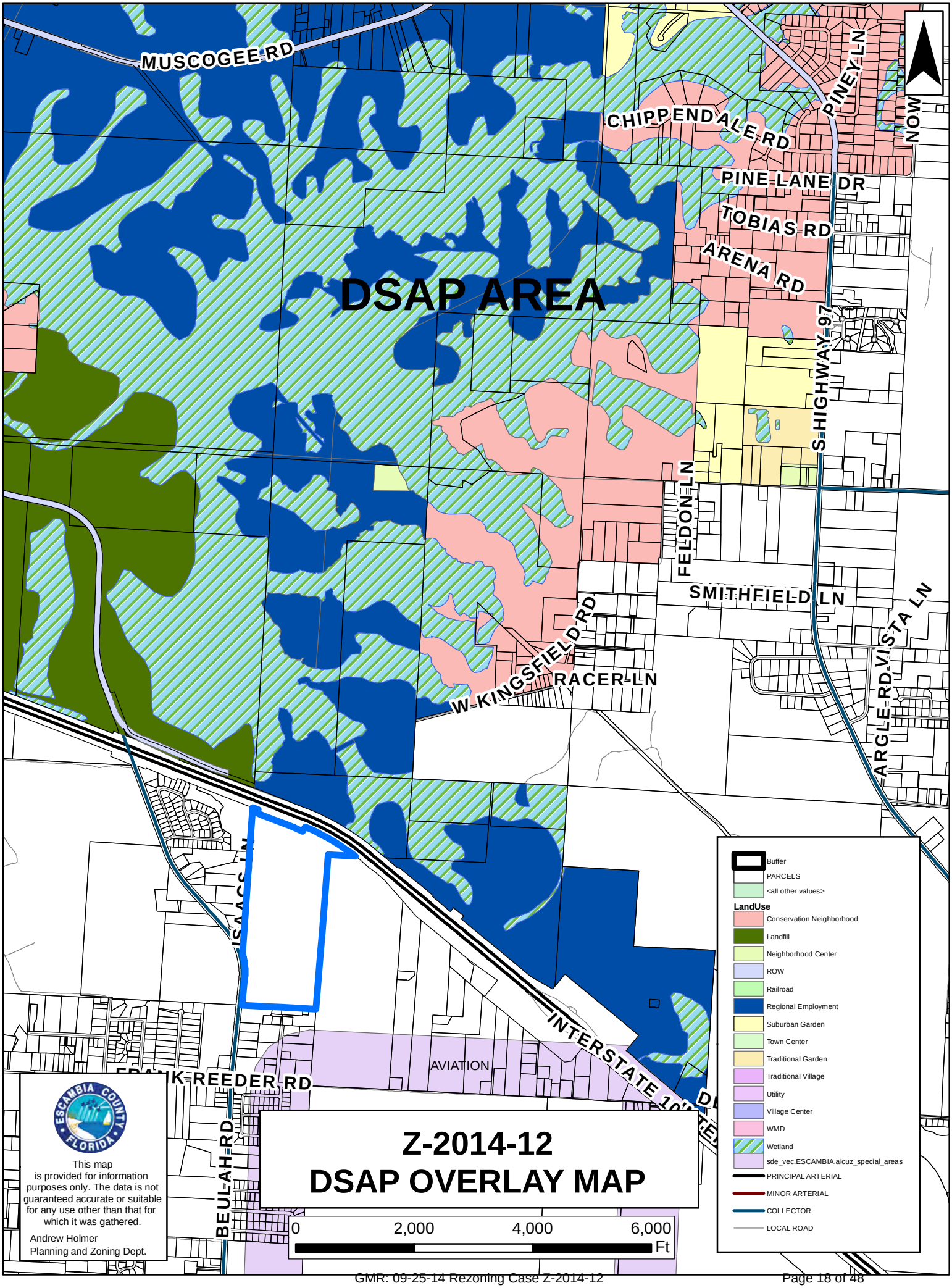

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FLU CATEGORY
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2014-12
FLU MAP
0
670
1,340
2,010
Ft


NON-AG ACREAGE
TIMBERLAND
W KINGSFIELD RD
INTERSTATE 10
INTERSTATE 10
WASTE LAND
CROPLAND
MASSENA DR
NATHERLY DR
NON-AG ACREAGE
TRELLIS LN
SF
SF
MULTI
SFD
SFD
SF
SF
SFD
SF
SF
SFD
ISAACS LN
Industrial
SF
SFD
VACANT
SFD
SF
SF
SFD
93.01 Acres
TIMBERLAND
TIMBERLAND
CROPLAND
VACANT
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
BEULAH RD
JAY RD
ERAL DR
SF
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2014-12
EXISTING ELU MAP
0
580
1,160
1,740
Ft
parcel_cama_Buffer21
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2014-12
AERIAL MAP


BEULAH RD
INTERSTATE 10
W KINGSFIELD RD
TRELLIS LN
ISAACS LN
INTERSTATE 10
VAG-2
93.01 Acres
OAK HAVEN RD
LYNNDALE DR
ELERAL DR
JAY RD
FRANK REEDER RD
PATCH LN
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2014-12
WETLANDS MAP
0
840
1,680
2,520
Ft
Buffer
PARCELS
sde_vec.ESCAMBIA.WETLANDS_2006
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MUSCOGEE RD
CHIPPENDALE RD
PINEY LN
NOW
PINE LANE DR
TOBIAS RD
ARENA RD
DSAP AREA
S HIGHWAY 97
FELDON LN
SMITHFIELD LN
W KINGSFIELD RD
RACER LN
EAGLE RD
VISTA LN
INTERSTATE 10
AVIATION
FRANK REEDER RD
BEULAH RD
Buffer
PARCELS
<all other values>
LandUse
Conservation Neighborhood
Landfill
Neighborhood Center
ROW
Railroad
Regional Employment
Suburban Garden
Town Center
Traditional Garden
Traditional Village
Utility
Village Center
WMD
Wetland
sde_vec.ESCAMBIA.aicuz_special_areas
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
Z-2014-12
DSAP OVERLAY MAP
0
2,000
4,000
6,000
Ft
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking South Along The Entrance Of Isaacs Lane onto Beulah Road



Looking East At The Entrance Of Isaacs Lane From Beulah Rd



Looking North at Isaacs Lane Subject Parcel is on the East Side



Looking Northwest



Looking West



Looking North Along Isaacs Lane

6/18/13

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

34-1N-31-2101-000-001
Property Reference Number

Buddy Page
Name

Isaacs Lane
Address

☐Owner ☐Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- ☐ Zoning
- ☐ FLU
- ☐ Aerial
- ☐ Other:_____

PROPERTY INFORMATION

Current Zoning: VA&G-2 Size of Property: 93.62 +/-

Future Land Use: MU-S Commissioner District:_____

Overlay/AIPD: AIPD-2 Subdivision:_____

Redevelopment Area*: NA

**For more info please contact the CRA at 595-3217 prior to application submittal.*

COMMENTS

Desired Zoning: ID-2

Is Locational Criteria applicable?_____ If so, is a compatibility analysis required?_____

Requested by staff to do FLU change to "I" - Industrial prior to rezoning to ID-2. Applicant wants to rezone to build an industrial park. Beulah road is a collector Road & Isaacs is local road. Distance to nearest arterial road (Nine Mile) is over (1) one mile. Beulah is County Road. Entrance will be off Beulah Road. * Staff mentioned going to ID-CP vs ID-2. -Better for neighbors *

- ☐ Applicant will contact staff for next appointment
- ☐ Applicant decided against rezoning property
- ☐ Applicant was referred to another process
  - ☐BOA ☐DRC ☐Other:_____ (Process Name)

Staff present: H. Jones, J. Lemos, A. Holmes, M. Fisher, A. Cain Date: 6/18/13

Applicant/Agent Name & Signature: _____

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

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

(Revised 03/29/2011)

Development Services Department

Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2014-02

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 34-1N-31-2101-000-001

Property Address: 100 Isaac's Lane Pensacola, Florida 32526

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 27th DAY OF FEBRUARY, YEAR OF 2014.

Signature of Property Owner	Printed Name of Property Owner	Date
[signature]	Bolley L. Johnson	2/27/14

Signature of Property Owner	Printed Name of Property Owner	Date

Development Services Department FOR OFFICE USE:
Escambia County, Florida
CASE #: Z-2014-12

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 100 Isaac's Lane,
Florida, property reference number(s) 34-1N-31-2101-000-001
I hereby designate Wiley C."Buddy" Page 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: Wiley C."Buddy" Page Email: budpage1@att.net
Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Bolley L. Johnson	Bolley L. Johnson	2/27/14

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 27th day of February 20 14,
by Bolley L. Johnson.
Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Amber Brownlee, Printed Name of Notary — (Notary Seal)

AMBER BROWNLEE
MY COMMISSION # EE 049158
EXPIRES: January 1, 2015
Bonded Thru Notary Public Underwriters

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: VAG-2 to: ID-2

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

Owner(s) Name: Briar Ridge, LLC Phone: (850) 438-8433

Address: 201 East Government Street Email: bajohnson1@hotmail.com

☐ 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: 100 Isaac's Lane Pensacola, Florida 32526

Property Reference Number(s)/Legal Description: 34-1N-31-2101-000-001

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.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Bolley L Johnson	Bolley L. Johnson	2/27/14
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of February 20 14 by Bolley Johnson.

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

Signature of Notary (notary seal must be affixed)	Printed Name of Notary
	Amber Brownlee

AMBER BROWNLEE
MY COMMISSION # EE 049158
EXPIRES: January 1, 2015
Bonded Thru Notary Public Underwriters

FOR OFFICE USE ONLY CASE NUMBER: Z-2014-12

Meeting Date(s): PB 8/5/14; BCC 9/4/14 Accepted/Verified by: A Cain Date: 7/3/14

Fees Paid: $_____ Receipt #: _____ Permit #: PRZ 140300004

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

Recorded in Public Records 02/11/2008 at 01:59 PM OR Book 6285 Page 1699, Instrument #2008010662, Ernie Lee Magaha Clerk of the Circuit Court Escamb County, FL Recording $18.50 Deed Stamps $8400.00

Prepared by and return to:
Stephen B. Shell
Attorney at Law
Shell, Fleming, Davis & Menge, P.A.
P.O. Box 1831 226 Palafox Place, 9th Floor
Pensacola, FL 32591-1831
850-434-2411 File Number: **Z95.25569**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **8th** day of **February, 2008** between **Heron's Forest Development Compar Florida corporation** whose post office address is **17 South Palafox Place, Suite 394, Pensacola, FL 32501**, grantor **Briar Ridge, L.L.C., a Florida limited liability company** whose post office address is **520 E. Zaragoza Street, Pensa FL 32502**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assi individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowle has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described situate, lying and being in **Escambia County, Florida** to-wit:

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way; the N ½ of the NW ¼ of the SW ¼ and SW ¼ of the NW ¼, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in O.R. Book 492, Page 764, Public Records of Escambia County, Florida.

Parcel Identification Number: 34-1N-31-2101-000-001

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, whic not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reser conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptior forth herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

State of Florida
County of Escambia

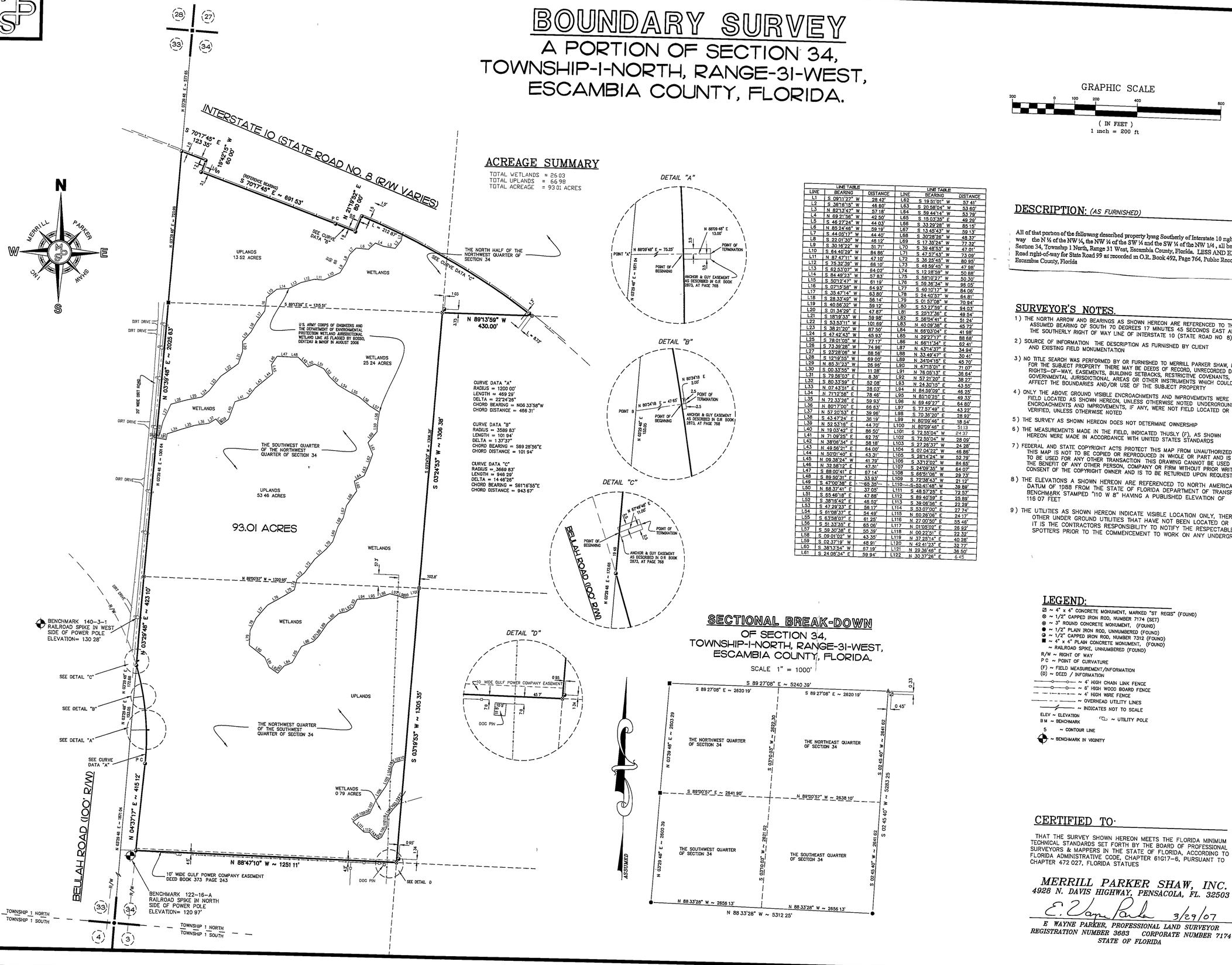
The foregoing instrument was acknowledged before me this 8th day of February, 2008 by Garret W. Walton, the Preside Heron's Forest Development Company, a Florida corporation, on behalf of the corporation, who ( ) personally known t or (X) produced as identification.

Printed Name: ~~Stephen B. Shell~~ Brian Hoffm

My Commission Expires: _____

BOUNDARY SURVEY

A PORTION OF SECTION 34, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



ACREAGE SUMMARY

TOTAL WETLANDS = 26 03
TOTAL UPLANDS = 66 98
TOTAL ACREAGE = 93 01 ACRES

CURVE DATA "A"
RADIUS = 1200 00'
LENGTH = 469 29'
DELTA = 22°24'26"
CHORD BEARING = N06 33'58"W
CHORD DISTANCE = 466 31'

CURVE DATA "B"
RADIUS = 3589 83'
LENGTH = 101 94'
DELTA = 1 37'37"
CHORD BEARING = S89 28'56"E
CHORD DISTANCE = 101 94'

CURVE DATA "C"
RADIUS = 3689 83'
LENGTH = 946 29'
DELTA = 14°46'28"
CHORD BEARING = S81°16'55"E
CHORD DISTANCE = 943 67'

DETAIL "A"

DETAIL "B"

DETAIL "C"

DETAIL "D"

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 09°11'27" W	28 45'	L62	S 19 51'01" W	57 41'
L2	S 36°16'15" W	46 80'	L63	S 20 58'04" W	53 60'
L3	N 82°13'47" W	57 18'	L64	S 59 44'14" W	53 79'
L4	N 89 21'56" W	42 50'	L65	S 15 03'35" E	49 29'
L5	S 46 27'24" W	44 03'	L66	S 33 29'28" W	85 18'
L6	N 85 24'46" W	59 19'	L67	S 13 45'43" W	59 13'
L7	S 44 08'17" W	44 40'	L68	S 30°38'26" W	48 37'
L8	S 22 01'30" W	46 12'	L69	S 17 38'24" W	77 32'
L9	S 30 16'22" W	51 71'	L70	S 39 48'53" W	47 01'
L10	S 64 40'28" W	84 86'	L71	S 47 57'43" W	73 09'
L11	N 87 47'11" W	47 10'	L72	S 36 25'45" W	80 95'
L12	S 75 32'39" W	68 10'	L73	S 48 59'45" W	47 98'
L13	S 82 53'07" W	64 02'	L74	S 12 28'59" W	50 88'
L14	S 84 49'23" W	57 83'	L75	S 58°10'27" W	50 30'
L15	S 80°12'47" W	61 19'	L76	S 59 36'34" W	98 05'
L16	S 07°15'58" W	64 93'	L77	S 40 10'17" W	84 06'
L17	S 35 47'14" W	63 80'	L78	S 24 40'57" W	64 81'
L18	S 28 33'49" W	56 14'	L79	S 01 57'08" W	70 94'
L19	S 40 56'32" W	59 12'	L80	S 53 27'59" E	94 03'
L20	S 01 34'29" E	47 87'	L81	S 29°17'36" E	49 54'
L21	S 18°18'33" W	59 98'	L82	S 58°04'41" E	51 24'
L22	S 53 53'11" W	101 69'	L83	N 40 09'38" E	45 72'
L23	S 38 21'20" W	87 50'	L84	N 68°03'04" E	41 88'
L24	S 47 42'43" W	45 93'	L85	N 29°27'17" E	88 68'
L25	S 78 01'05" W	77 17'	L86	N 86°11'34" E	62 41'
L26	S 73 39'28" W	74 96'	L87	N 43°14'37" E	34 94'
L27	S 23°28'08" W	88 56'	L88	N 33 49'47" E	30 41'
L28	S 12°19'55" W	69 00'	L89	N 34°04'15" E	45 70'
L29	N 85 31'23" W	26 96'	L90	N 47°51'01" E	71 07'
L30	S 00 33'55" W	11 28'	L91	N 76 05'13" E	38 64'
L31	S 79 56'03" E	8 36'	L92	N 57 21'20" E	38 27'
L32	S 80 33'59" E	52 08'	L93	N 24 30'15" E	43 55'
L33	N 07 43'51" E	28 03'	L94	N 84 58'29" E	46 25'
L34	N 71°12'58" E	78 46'	L95	N 49 33'42" E	49 33'
L35	N 72 33'28" E	59 93'	L96	N 59 49'27" E	64 80'
L36	N 82°17'00" E	66 63'	L97	S 77 57'49" E	43 22'
L37	N 57 20'53" E	39 96'	L98	S 70 36'20" E	28 92'
L38	S 43 47'24" E	36 19'	L99	N 80°09'46" E	18 04'
L39	N 52 53'16" E	44 70'	L100	N 80°09'46" E	51 13
L40	N 19 03'49" E	86 50'	L101	S 72 55'04" W	24 37
L41	N 71 09'25" E	62 75'	L102	S 72 55'04" W	28 09'
L42	N 38°06'34" E	58 18'	L103	S 27 28'37" W	24 28'
L43	N 49 56'21" E	84 00'	L104	S 07 04'22" W	46 86'
L44	N 50°01'40" E	43 31'	L105	S 26°14'24" W	52 79'
L45	N 09 38'24" W	41 79'	L106	S 33°12'02" W	84 55'
L46	N 32 58'12" E	47 51'	L107	S 24°09'35" W	64 07'
L47	S 88 00'41" E	57 14'	L108	S 65°51'06" W	29 73'
L48	S 89 30'31" E	33 93'	L109	S 72°36'43" W	21 12'
L49	S 47°00'38" E	65 35'	L110	S 52°41'48" W	39 89'
L50	N 58 37'41" E	37 05'	L111	S 48 57'25" E	72 57'
L51	S 65 46'18" E	47 88'	L112	S 89 40'59" E	25 89'
L52	S 38°16'49" E	46 55'	L113	S 39 06'56" E	22 29'
L53	S 47 29'23" E	56 17'	L114	S 53 07'00" E	27 74'
L54	S 81°08'37" E	54 49'	L115	N 60 28'06" E	24 17'
L55	S 63°58'07" E	61 25'	L116	N 27 00'50" E	55 46'
L56	S 51 33'35" E	65 06'	L117	N 01°05'02" E	26 92'
L57	S 59 30'38" E	55 39'	L118	N 00 22'51" E	22 32'
L58	S 09 01'02" W	43 35'	L119	N 37 25'14" E	40 28'
L59	S 02 37'19" W	48 91'	L120	N 42 41'23" E	32 77'
L60	S 38°13'54" W	57 19'	L121	N 29 36'46" E	36 50'
L61	S 24 08'34" E	59 94'	L122	N 30 37'26" E	6 45

SECTIONAL BREAK-DOWN

OF SECTION 34, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

SCALE 1" = 1000'

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft

DESCRIPTION: (AS FURNISHED)

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way the N ½ of the NW ¼, the NW ¼ of the SW ¼ and the SW ¼ of the NW 1/4 , all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in O.R. Book 492, Page 764, Public Records of Escambia County, Florida

SURVEYOR'S NOTES.

1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 70 DEGREES 17 MINUTES 45 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 (STATE ROAD NO 8)
2) SOURCE OF INFORMATION THE DESCRIPTION AS FURNISHED BY CLIENT AND EXISTING FIELD MONUMENTATION
3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY
4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED
5) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP
6) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
7) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST
8) THE ELEVATIONS A SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK STAMPED "110 W 8" HAVING A PUBLISHED ELEVATION OF 116 07 FEET
9) THE UTILITIES AS SHOWN HEREON INDICATE VISIBLE LOCATION ONLY, THERE MAY BE OTHER UNDER GROUND UTILITIES THAT HAVE NOT BEEN LOCATED OR VERIFIED IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE RESPECTABLE UTILITY SPOTTERS PRIOR TO THE COMMENCEMENT TO WORK ON ANY UNDERGROUND UTILITIES

LEGEND:

- ☑ ~ 4" x 4" CONCRETE MONUMENT, MARKED "ST REGIS" (FOUND)
- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- ◉ ~ 3" ROUND CONCRETE MONUMENT, (FOUND)
- ● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ◍ ~ 1/2" CAPPED IRON ROD, NUMBER 7312 (FOUND)
- ■ ~ 4" x 4" PLAIN CONCRETE MONUMENT, (FOUND)
- ~ RAILROAD SPIKE, UNNUMBERED (FOUND)
- R/W ~ RIGHT OF WAY
- P C ~ POINT OF CURVATURE
- (F) ~ FIELD MEASUREMENT/INFORMATION
- (D) ~ DEED / INFORMATION
- ~ 4' HIGH CHAIN LINK FENCE
- ~ 6' HIGH WOOD BOARD FENCE
- ~ 4' HIGH WIRE FENCE
- ~ OVERHEAD UTILITY LINES
- ~ INDICATES NOT TO SCALE
- ELEV ~ ELEVATION
- B M ~ BENCHMARK
- ~ UTILITY POLE
- S ~ CONTOUR LINE
- ~ BENCHMARK IN VICINITY

CERTIFIED TO:

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472 027, FLORIDA STATUES

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 3/29/07

E WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2005 BY MERRILL PARKER SHAW INC.

NO	DATE	APPR.	REVISIONS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

E WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PH: (850) 478-4823
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE	DRAWN	CHECKED	DATE
1" = 200'	WPJ		3/26/07

FIELD BOOK 122, PAGE 11-17

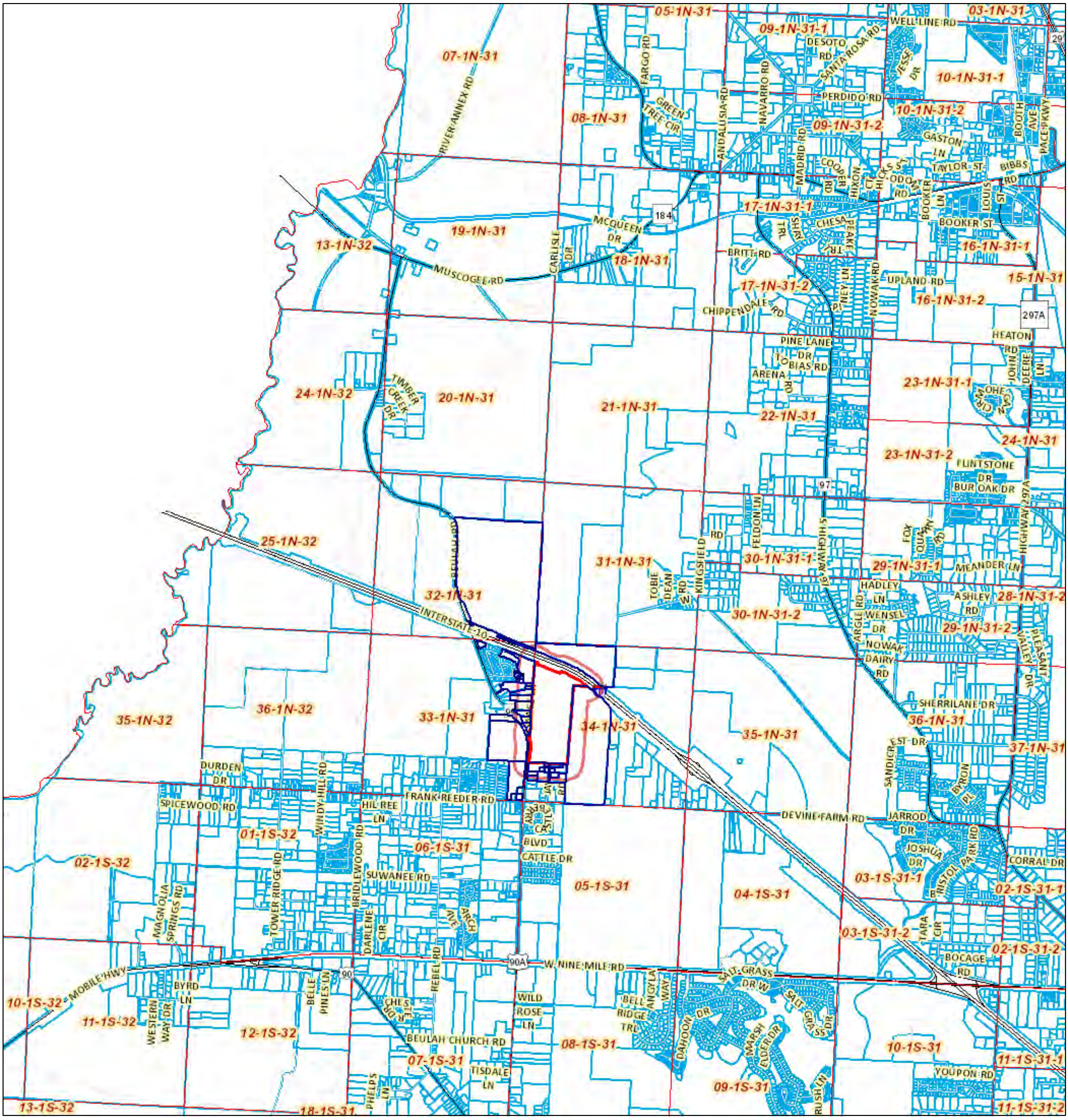
FIELD DATE 9/27/06

BOUNDARY SURVEY
A PORTION OF SECTION 34, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: RICKY WIGGINS
PREPARED FOR GARRETT WALTON

JOB NO	SHEET
3055	1 OF 1

Chris Jones Escambia County Property Appraiser



July 9, 2014

1:38,558

0 0.45 0.9 1.8 mi

0 0.5 1 2 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

BRIAR RIDGE LLC
PO BOX 1392
PENSACOLA, FL 32591

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

NELSON JAMES G & LELA F
10715 BEULAH RD
PENSACOLA, FL 32526

PRESTON JANET LUNDY 1/2 INT &
886 WHISPERING OAK DR
PRESCOTT, AZ 863014351

BEASLEY JIM G &
10800-A BEULAH RD
PENSACOLA, FL 32526

KING LONNIE CONSTRUCTION COMPANY
6848 PINE FOREST RD
PENSACOLA, FL 32526

FLOWERS JAMES L & MARY J
10051 ISAACS LN
PENSACOLA, FL 32526

TESSICINI LINDA C &
10001 ISAACS LANE
PENSACOLA, FL 32526

KAUSHAGEN ROGER A
5803 ST BENEDICT ST
PENSACOLA, FL 32503

RICKERT THELMA L
10700 BEULAH RD
PENSACOLA, FL 32526

MURPHY THOMAS & ELOISE W
10141 ISAACS LN
PENSACOLA, FL 32526

THOMAS HARRY A
10101 ISAACS LN
PENSACOLA, FL 32526

HELTON DORIS O
730 LEXINGTON RD
PENSACOLA, FL 32514

CITARELLA MICHAEL B & TIFFANY M
3404 NATHERLY DR
PENSACOLA, FL 32526

CROOM NEAL & JANA
3400 NATHERLY DR
PENSACOLA, FL 32526-4540

KING LONNIE
6850 PINE FOREST RD
PENSACOLA, FL 32526

MARSHALL ROLAND C JR
10945 TRELLIS LN
PENSACOLA, FL 32526

HAIRELSON GEORGE
10941 TRELLIS LN
PENSACOLA, FL 32526

JENNINGS VIVION R &
1505 ATWOOD DR
PENSACOLA, FL 32514

MCCOY MALCOLM S
7641 RANDWICK RD
PENSACOLA, FL 32514

RHYNE MARCELLA
9981 JAY RD
PENSACOLA, FL 32526

AKINS PATSY J THOMPSON &
5460 FRANK REEDER RD
PENSACOLA, FL 32526

RHYNE RICHARD T & MARCELLA A
9981 JAY RD
PENSACOLA, FL 32526

COBB TIMOTHY A & KATHY M
9971 JAY RD
PENSACOLA, FL 32526

HAYNES DANIEL RAY &
9970 JAY RD
PENSACOLA, FL 32526

JACKSON LES B
10670 BEULAH RD
PENSACOLA, FL 32526

HART TERESA KAREN
9961 JAY RD
PENSACOLA, FL 32526

WORLEY GREGORY K & PEGGY D
9960 JAY RD
PENSACOLA, FL 32526

CRENSHAW WILLIAM H
10650 BEULAH RD
PENSACOLA, FL 32526

WHEELIS DAVID W
9990 JAY RD
PENSACOLA, FL 325269803

DUKES STEVE R & PATRICIA Y
9996 JAY RD
PENSACOLA, FL 32526

DUKES JUSTIN C
9994 JAY RD
PENSACOLA, FL 32526

DUBOSE ELEANOR JEANETTE
20425 DONOVAN DR
SEMINOLE, AL 36574

JONES LEON B JR TRUST
NRRE-OPS
250 RIVERCHAS PKY EAST
BIRMINGHAM, AL 35244

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **611746**

Date Issued. : 07/03/2014
Cashier ID : GELAWREN

Application No. : PRZ140700013

Project Name : Z-2014-12

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	T-137	$1,270.50	App ID : PRZ140700013
		$1,270.50	Total Check

Received From : BUDDY PAGE - BRIAR RIDGE LLC
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ140700013	703138	1,270.50	$0.00	100 ISAACS LN, PENSACOLA, FL, 32526

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 7/17/2014

Escambia County
Clerk's Original

7/10/2014 5:48pm RH.

ORDINANCE NUMBER 2014-26

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 34, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2101-000-001, TOTALING 93.01 ACRES, LOCATED OFF 100 BLOCK OF ISAAC'S LANE SOUTH OF INTERSTATE 10 AND NORTH OF NINE MILE ROAD, FROM MIXED-USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Verified By: S.J. Carver Date: 7/18/2014

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:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 34-1N-31-2101-000-001, totaling 93.01 acres, as more particularly described by Merrill Parker Shaw, Inc., Professional Engineering & Surveying Services, in the boundary survey dated March 26, 2007, attached as Exhibit A, from Mixed-Use Suburban (MU-S) to Industrial (I).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this 10th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Date Executed
7/17/2014

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 11, 2014

(SEAL)
BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

ENACTED: July 10, 2014

FILED WITH THE DEPARTMENT OF STATE: July 18, 2014

EFFECTIVE DATE: July 18, 2014

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

4. Continued…

B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

Approved 3-2, with Commissioner Barry and Commissioner May voting "no," Items A and B

Speaker(s):

Heath Jenkins
Myra Lightner

5. Recommendation: That the Board, at the 5:48 p.m. Public Hearing, adopt *(an Ordinance approving)* the Comprehensive Plan Map Amendment (LSA) 2014-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan: 2030, as amended, amending the Future Land Use (FLU) Map designation to change the FLU category of a 93.01 (+/-)-acre parcel on Isaacs Lane from Mixed Use-Suburban (MU-S) to Industrial (I); at the April 1, 2014, Planning Board Meeting, the Planning Board recommended approval to the BCC; the BCC approved transmittal to DEO *(Department of Economic Opportunity)* on April 29, 2014; the County received the final approval letter from DEO on June 6, 2014, with no adverse comments from any agencies.

Approved 5-0

Speaker(s) – None.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-4-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: ZON-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace

Email Address: bwpage1@att.net Phone: 232 9853

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-5-2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Traffic Staff Escambia Co.
Tommy Brown

*Address: _____ _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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01/2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Aug. 5, 2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

___ In Favor ___ Against

*Name: Gregory S. Allen (Expert Witness)

*Address: 5858 Coopers Basin Drive *City, State, Zip: Milton FL 32583

Email Address: gregory.allen@atkinsglobal.com Phone: 850 981 7181

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012



FIGURE 6.1: ALTERNATIVE 1 PARTIAL CLOVERLEAF INTERCHANGE

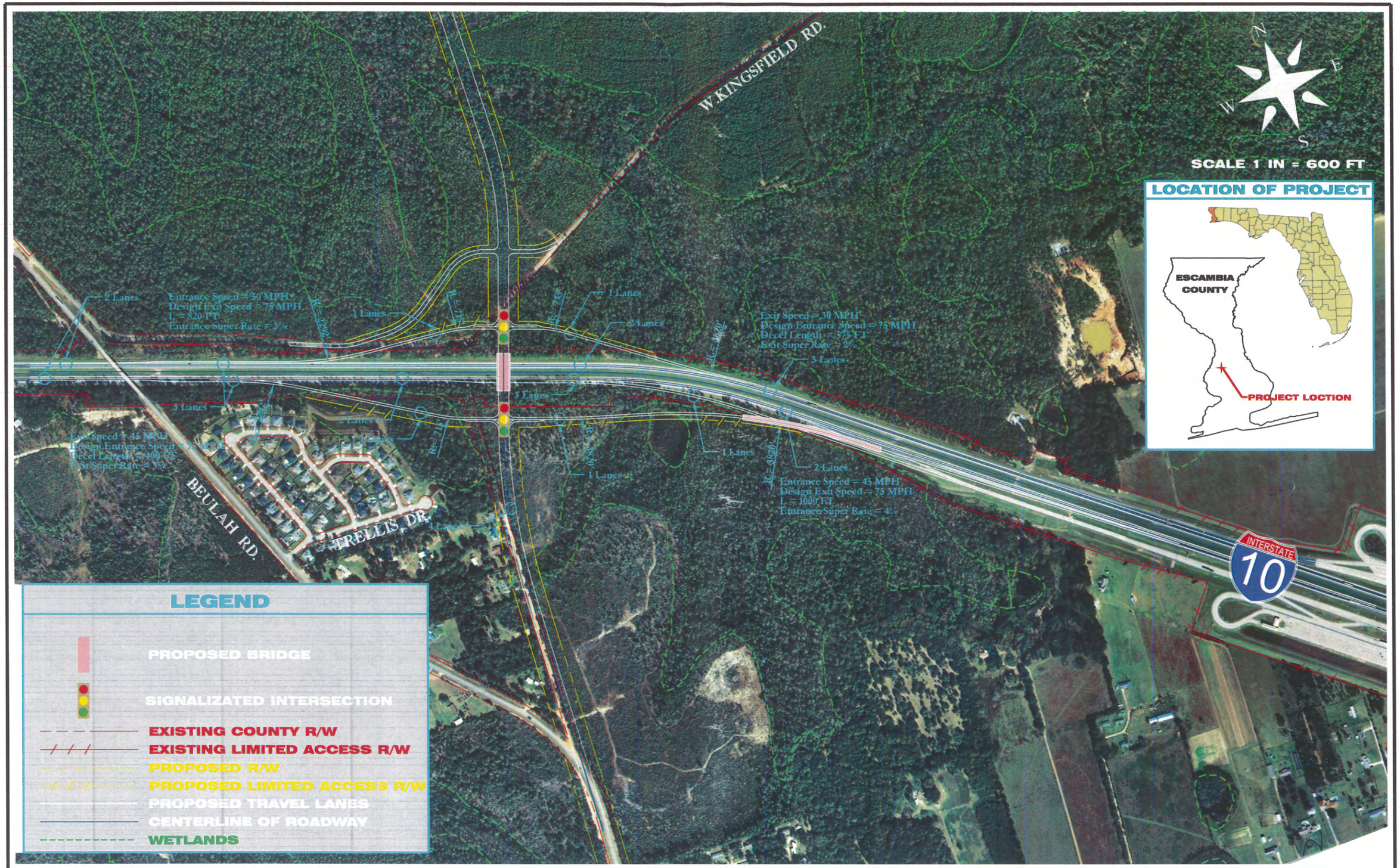


FIGURE 6.2: ALTERNATIVE 2 DIAMOND INTERCHANGE

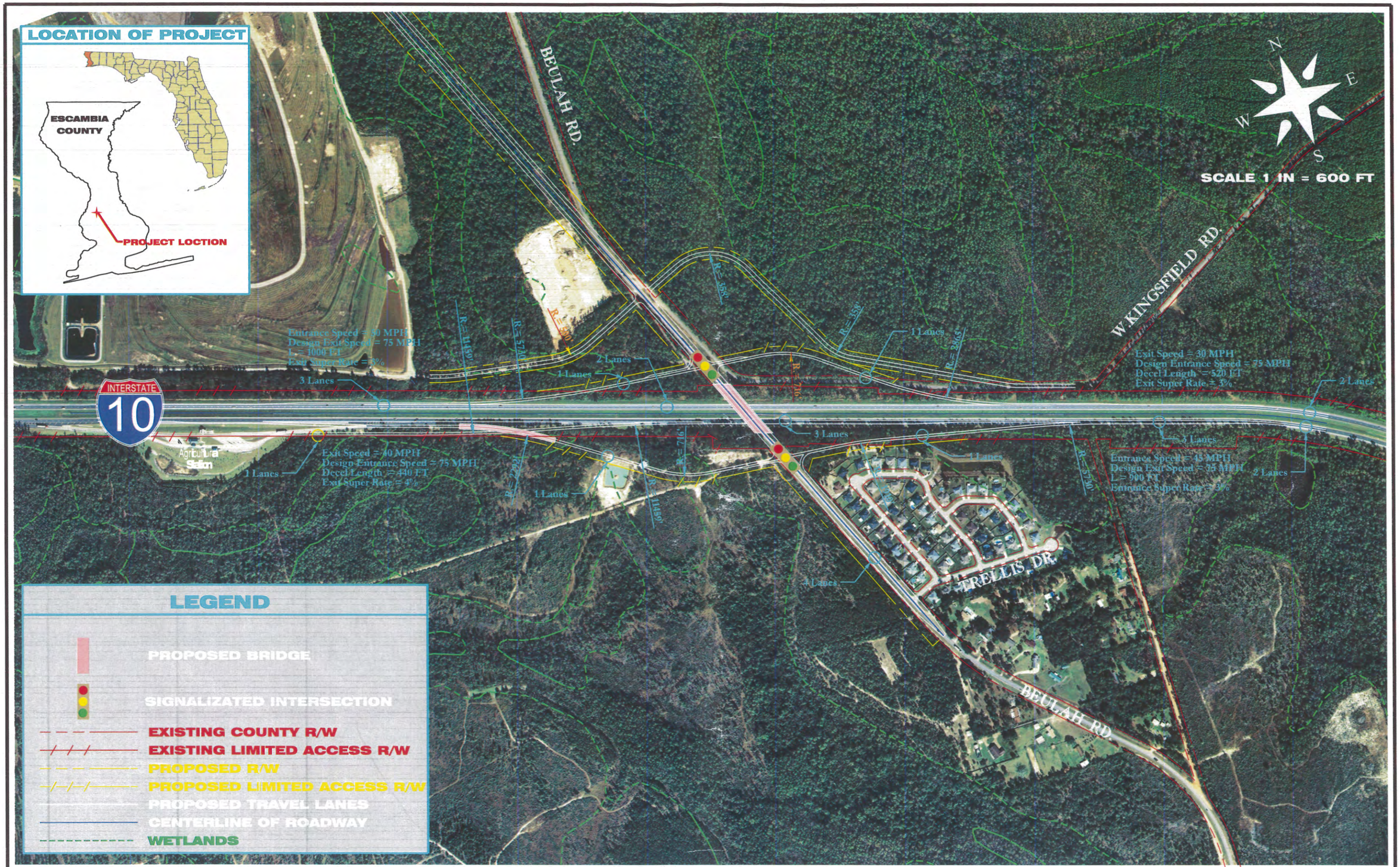


FIGURE 6.3: ALTERNATIVE 3 DIAMOND INTERCHANGE W/ RAMP OVERPASS OVER AGRICULTURAL INTERDICTION STATION ON-RAMP

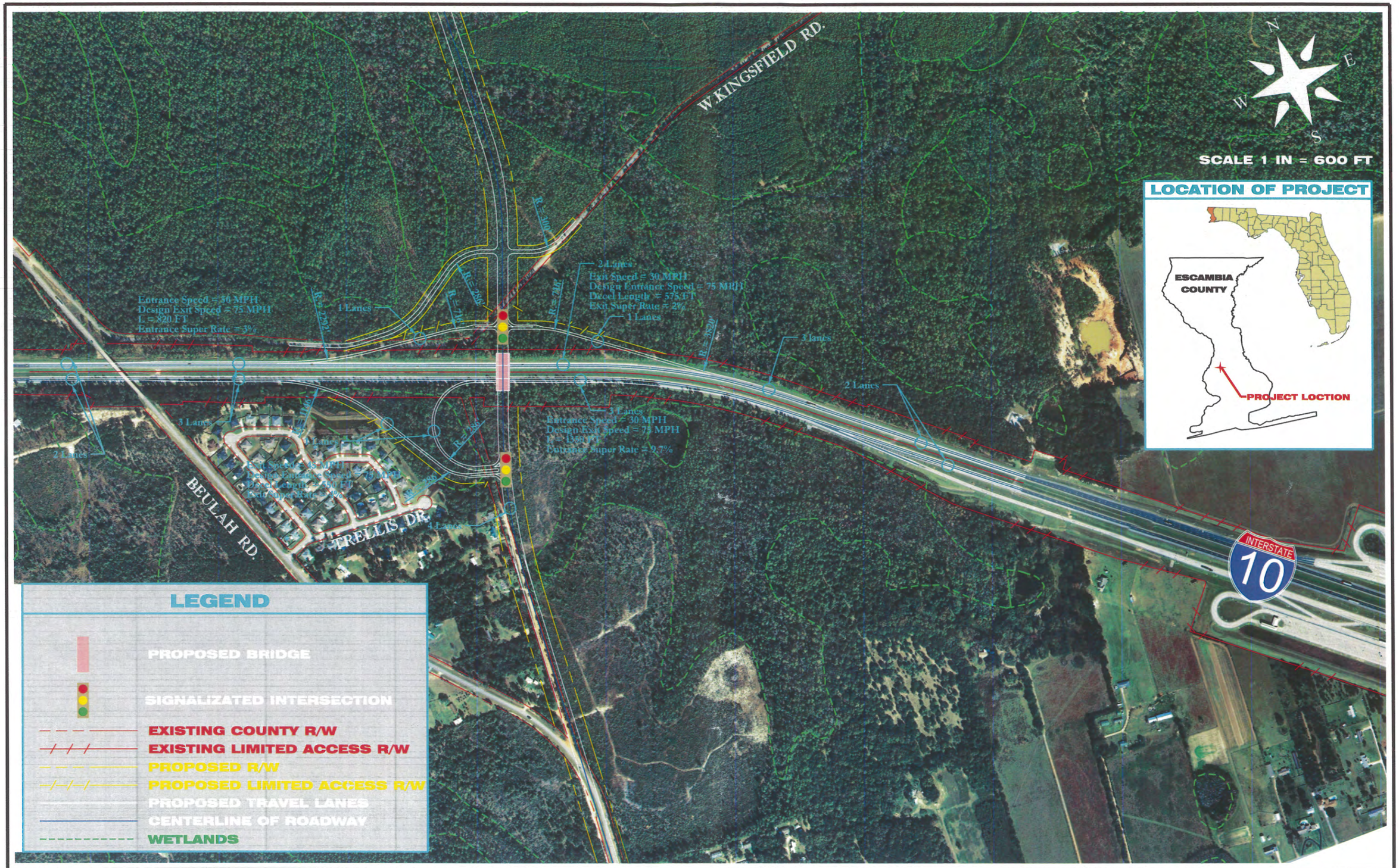
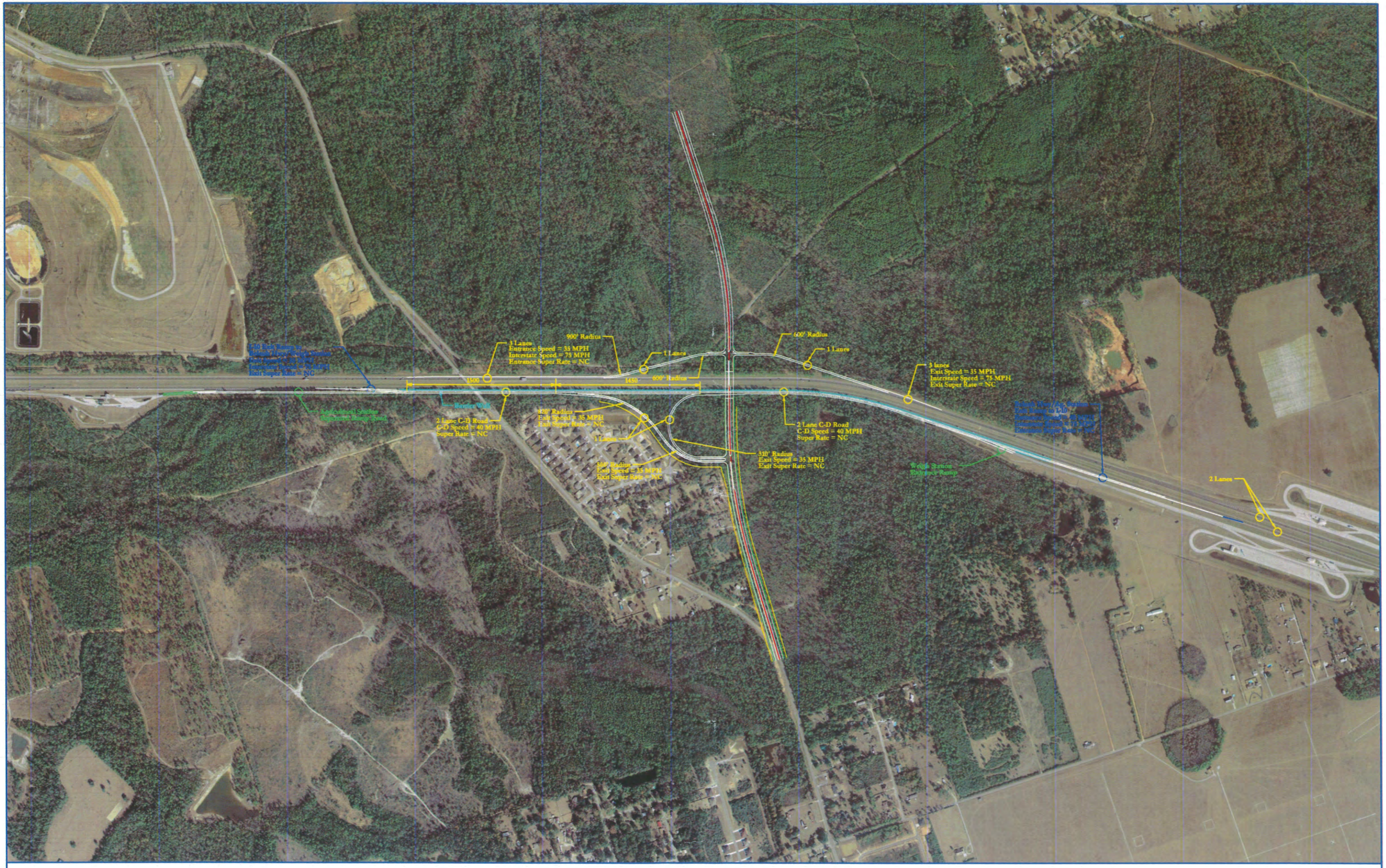


FIGURE 6.4: ALTERNATIVE 4 DIAMOND W/ LOOP INTERCHANGE



ALTERNATIVE 5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6571 **Growth Management Report 10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/25/2014
Issue: 5:46 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on August 5, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2014-11 and Z-2014-12 were heard by the Planning Board on August 5, 2014. 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

Ordinance - Draft

ORDINANCE NUMBER 2014-_____

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-2014-11**
Address:	3002 Stefani Rd
Property Reference No.:	38-1N-31-4102-001-001
Property Size:	2.33 (+/-) acres
From:	VR-1, Village Rural Residential District, Gross Density (one du/4 acres)
To:	VR-2, Villages Rural Residential District, Gross Density (one du/.75 acres)
FLU Category:	MU-S, Mixed-Use Suburban

Case No.:	**Z-2014-12**
Address:	100 Isaacs Ln
Property Reference No.:	34-1N-31-2101-000-001
Property Size:	93.01 (+/-) acres
From:	VAG-2, Villages Agricultural District, Gross Density (one du/five acres)
To:	ID-2, General Industrial District (noncumulative)
FLU Category:	I, Industrial

DRAFT

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6722 **Growth Management Report 10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/25/2014
Issue: 5:47 P.M. - A Public Hearing - Large Scale Map Amendment - LSA 2014-03
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Map Amendment, LSA 2014-03

That the Board of County Commissioners (BCC) review and adopt the Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation, to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S).

At the June 3, 2014, Planning Board Meeting, the Board recommended approval to the BCC. The BCC approved transmittal to DEO on June 26, 2014. The County received the final approval letter from DEO on August 13, 2014, with no adverse comments from any agencies.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

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 Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the FLU map 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

Ordinance - Draft

Ordinance - Clean

Adoption Packet

Attachment A - Boundary Survey

ORDINANCE NUMBER 2014-___

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 TWO PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 3100-001-001 AND 3100-003-001, TOTALING 117 ACRES, LOCATED OFF 9600 BLOCK OF WEST NINE MILE ROAD FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

DRAFT

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2014-03."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Two Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers 3100-001-001 and 3100-003-001 totaling 117 acres, located in the 9600 block of West Nine Mile Road, as more particularly described by Rebol-Battle & Associates, Civil Engineering and Surveying Services, in the boundary survey dated April 29, 2014, attached as Exhibit A, from Rural Community (RC) to Mixed-Use Suburban (MU-S) .

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

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

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2014-___

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 TWO PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 3100-001-001 AND 3100-003-001, TOTALING 117 ACRES, LOCATED OFF 9600 BLOCK OF WEST NINE MILE ROAD FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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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:

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> Two Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers 3100-001-001 and 3100-003-001 totaling 117 acres, located in the 9600 block of West Nine Mile Road, as more particularly described by Rebol-Battle & Associates, Civil Engineering and Surveying Services, in the boundary survey dated April 29, 2014, attached as Exhibit A, from Rural Community (RC) to Mixed-Use Suburban (MU-S) .

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

LSA 2014-03

REC'D AUG 19 2014

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

August 13, 2014

The Honorable Lumon May
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32504

Dear Chairman May:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 14-5ESR) which was received on April 15, 2014. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/de
Enclosure(s): Procedures for Adoption

cc: Horace Jones, Acting Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Temeka S. Mallory

From: Horace L Jones
Sent: Tuesday, July 29, 2014 1:26 PM
To: Denise Halstead; Temeka S. Mallory
Subject: FW: Escambia County 14-5ESR (LSA 2014-03)

Denise & Temeka
FYI

From: Hight, Jason [mailto:Jason.Hight@MyFWC.com]
Sent: Monday, July 28, 2014 3:08 PM
To: DCPexternalagencycomments; Horace L Jones
Cc: Wallace, Traci; Chabre, Jane; Poole, MaryAnn
Subject: Escambia County 14-5ESR (LSA 2014-03)

Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Mary Ann Poole at (850) 488-8783 or by email at maryann.poole@MyFWC.com.

Sincerely,

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
office: 850-413-6966
cell: 850-228-2055

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

August 1, 2014

Horace Jones, Interim Department Director
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Re: Escambia County 14-5ESR

Dear Mr. Jones:

We have completed our review of the above referenced document. The Department does not have any comments at this time.

If we can be of further assistance, please feel free to give me a call at (850) 330-1656.

Sincerely,

Zena Riley-Taylor

Zena Riley-Taylor
Growth Management Specialist

Zrt/

Copies: Ray Eubanks – DEO
Ray Kirkland – D3
Jim Wood – CO
Jim De Vries – D3

LSA-2014-03
9600 W 9 mile

RECEIVED
AUG 05 2014
Development Services Department

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

July 29, 2014

Mr. Horace Jones
Escambia County Development Services Dept.
3363 West Park Place
Pensacola, Florida 32505

Re: DHR Project File No. 2014-3204
Historic Preservation Review of the Escambia County 14-5ESR Comprehensive Plan Amendment

Dear Mr. Jones:

According to this agency's responsibilities under Section 163.3184(3)(b) *Florida Statutes*, we reviewed the above document to determine if proposed amendments may adversely impact significant historic resources.

A review of the information in the Florida Master Site File indicates that the area in question has not undergone a systematic cultural resources assessment survey. Therefore, we are unable to determine whether the proposed amendment may adversely impact significant resources at this time.

In the event that plans to develop this property are submitted to this office for review, we may request that this tract be subjected to a cultural resource assessment survey to locate and evaluate archaeological and historical resources. Should significant resources be encountered, measures must be taken to protect and preserve them, or if this is not feasible, data recovery should be conducted to mitigate adverse effects.

If you have any questions, please contact Deena Woodward, Community Assistance Consultant, by email at *Deena.Woodward@dos.myflorida.com*, or by telephone at 850.245.6333 or 800.847.7278.

Sincerely

for

Robert F. Bendus, Director
Division of Historical Resources
& State Historic Preservation Officer

State Board of Education

Gary Chartrand, *Chair*
John R. Padget, *Vice Chair*
Members
Ada G. Armas, M.D.
John A. Colon
Marva Johnson
Rebecca Fishman Lipsey
Andy Tuck

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Pam Stewart
Commissioner of Education

August 6, 2014

Mr. Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505
Via E-mail: hljones@co.escambia.fl.us

Dear Mr. Jones:

Re: Escambia County 14-5 ESR

Thank you for the opportunity to review the Escambia County proposed 14-5 ESR amendment package, which the Florida Department of Education received on July 21, 2014. According to the department's responsibilities under Section 163.3184(3), Florida Statutes, I reviewed the amendment considering provisions of Chapter 163, Part II, F.S., and to determine whether the proposal, if adopted, would have the potential to create significant adverse effects on public school facilities.

The proposal would amend the future land use map to apply the Mixed-Use Suburban land use designation to a 115-acre parcel. The support document demonstrates prior coordination with the Escambia County school district and includes a letter from the district indicating that sufficient school capacity is available to serve the proposed residential development program. Because the amendment does not appear to have the potential to create adverse effects on public school facilities, I offer no comment.

Again, thank you for the opportunity to review the amendment package. If I may be of assistance, please contact me at 850-245-9312 or Tracy.Suber@fldoe.org.

Sincerely,

Tracy D. Suber
Growth Management and Facilities Policy Liaison

TDS/

cc: Mr. Tony Noles, Escambia County School District
Ms. Sherry Spiers and Mr. Dan Evans, DEO/State Land Planning Agency

Thomas H. Inserra
Director, Office of Educational Facilities

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OFFICE OF THE COMMISSIONER
(850) 617-7700

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

August 5, 2014

VIA EMAIL (hljones@co.escambia.fl.us)

Escambia County Development Services Department
Attn: Horace Jones
3363 West Park Place
Pensacola, Florida 32505

Re: DACS Docket # -- 20140721-436
Escambia County LSA-2014-03
Submission dated July 15, 2014

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on July 21, 2014 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

Stormie Knight
Sr. Management Analyst I
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Escambia County 14-5 ESR)

Denise Halstead

From: Horace L Jones
Sent: Monday, August 11, 2014 9:23 AM
To: Denise Halstead
Cc: Juan C. Lemos
Subject: Fwd: Escambia County 14-5ESR Proposed

Sent from my iPhone

Begin forwarded message:

From: "Ray, Suzanne E." <Suzanne.E.Ray@dep.state.fl.us>
Date: August 11, 2014 at 9:06:02 AM CDT
To: Horace L Jones <HLJONES@co.escambia.fl.us>, "DCPexternalagencycomments@DEO.myflorida.com" <DCPexternalagencycomments@DEO.myflorida.com>
Subject: Escambia County 14-5ESR Proposed

To: Horace Jones, Interim Department Director

Re: Escambia County 14-5ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please feel free to contact me with any questions.

Suzanne E. Ray, AICP
DEP Office of Intergovernmental Protection
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000
(850) 245-2172



Board of County Commissioners • Escambia County, Florida

Horace Jones, Interim Director
Development Services

July 15, 2014

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Proposed Escambia County Comprehensive Plan Map Amendment LSA-2014-03

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.).

The Local Planning Agency (LPA) considered the LSA on June 3, 2014 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on June 26, 2014, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

for Horace Jones

Horace Jones
Interim Department Director

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

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: RC **Desired FLU:** MU-S **Zoning:** R-3 **Taken by:** _____

Planning Board Public Hearing, date(s): June 3, 2014

BCC Public Hearing, proposed date(s): July 10, 2014

Fees Paid _____ **Receipt #** _____ **Date:**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Rick Olson (Olson Land Partners, LLC)

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip Code: 32541

Telephone: (850) 830-7425

Email: rick@olsonlandpartners.com

DESCRIPTION OF PROPERTY:

Street address: 9600 W. Nine Mile Road, Pensacola, FL 32526

Subdivision:

Property reference number: Section 01 Township 1S Range 32W

Parcel 3100 Lot #1: 001 #2: 003 Block 001

Size of Property (acres) #1: 76 acres #2: 41 acres

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

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.

Signature (Property Owner) Rick Olson (Olson Land Partners, LLC) Printed Name 04-18-14 Date

Signature (Agent's Name (or owner if representing oneself) Erica Floyd, P.E. (Gulf Civil Engineering, LLC) Printed Name 04-18-14 Date

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip: 32541

Telephone (850) 830-7425 Fax # ( ) ____ - ____

Email: rick@olsonlandpartners.com

STATE OF Florida
COUNTY OF Okaloosa

The forgoing instrument was acknowledged before me this 18th day of April, year of 2014 by, Rick Olson who (X) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current ____ as identification.

Megan R Magrath 04-18-14 Megan R. Magrath
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 03/07/2017 Commission No. EE 870865
(Notary seal must be affixed)

Notary Public State of Florida
Megan R Magrath
My Commission EE 870865
Expires 03/07/2017

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9600 W. Nine Mile Road, Pensacola, Florida, Property Reference Number(s) 01-1S-32-3100-001-001 & 01-1S-32-3100-003-001, I hereby designate Erica Floyd, P.E., 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 18th day of April, the year of 2014, 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.

	04-18-14	Rick Olson, Olson Land Partners, LLC
Signature of Property Owner	Date	Printed Name of Property Owner
Erica Floyd	04-18-14	Erica Floyd, P.E., Gulf Civil Engineering, LLC
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 18th day of April, year of 2014, by Rick Olson who (X) did ( ) did not take an oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Megan Magrath	04-18-14	Megan Magrath
Signature of Notary Public	Date	Printed Name of Notary Public

Commission Number EE870865 My Commission Expires 03/07/2017

(Notary seal must be affixed)

Notary Public State of Florida
Megan R Magrath
My Commission EE 870865
Expires 03/07/2017

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:
Residential Subdivision at 9600 W. Nine Mile Road

Property reference #: Section 01 Township 1S Range 32W

Parcel # #1: 01-1S-32-3100-001-001
#2: 01-1S-32-3100-003-001

Project Address:
9600 W. Nine Mile Road, Pensacola, FL 32526

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

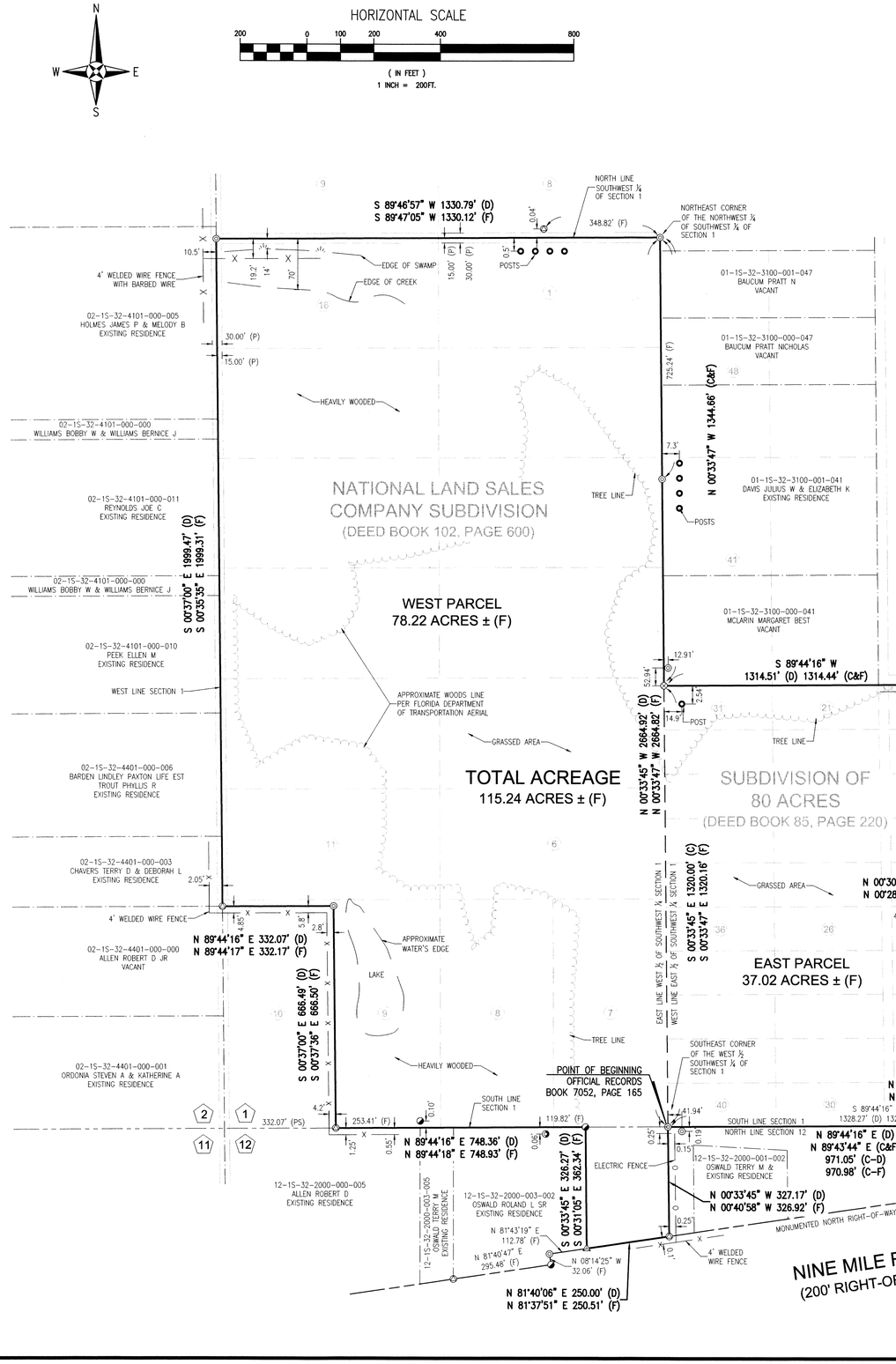
(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

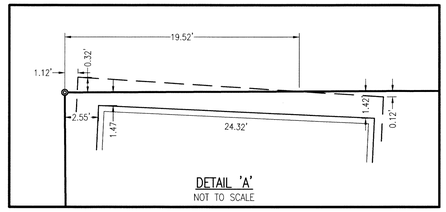
(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18th **DAY OF** April **, 20** 14

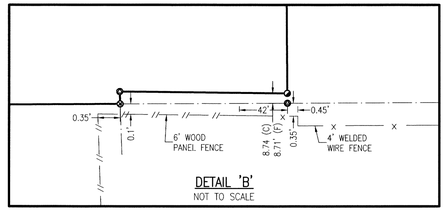
Rick Olson, Olson Land Partners, LLC
Owner's signature **Owner's name (print)**

Erica Floyd, P.E., Gulf Civil Engineering, LLC
Agent's signature **Agent's name (print)**





DETAIL 'A'
NOT TO SCALE



DETAIL 'B'
NOT TO SCALE

LEGEND:

- SET ½" CAPPED IRON ROD No.7916
- FOUND ½" IRON ROD (UNNUMBERED)
- FOUND ¾" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.1292
- FOUND 1¾" IRON PIPE
- FOUND ¾" IRON PIPE
- FOUND ¾" CAPPED IRON PIPE No.3578
- FOUND 60d NAIL AND CAP
- DENOTES POST
- DENOTES ELECTRIC FENCE
- DENOTES WOOD PANEL FENCE
- DENOTES WELDED WIRE FENCE
- DENOTES TREE LINE
- (C) DENOTES CALCULATED PER DEED
- (D) DENOTES DEED INFORMATION
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)

COMMENCING AT A ¾" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 12, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. ¼ OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. ¼ OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ OF SAID SECTION; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT A ¾" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ FOR A DISTANCE OF 1320.00 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)

COMMENCING AT A ¾" IRON PIPE AT THE S.E. CORNER OF THE S.W. ¼ OF SECTION 1, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST ½ OF THE S.W. ¼ OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST ½ FOR 2664.92' TO AN IRON PIPE AT THE N.E. CORNER OF THE N.W. ¼ OF SAID S.W. ¼; THENCE S 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. ¼ FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1, THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF 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 AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL – 41.3 ACRES +/-) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
5. VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
6. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/29/2014

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9401 Fax 850.438.0448
EB 0006957 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OSWALD & McNAUGHTON PARCELS

A PORTION OF SECTION: 1, 12 TOWNSHIP: 1 SOUTH RANGE: 32 WEST COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2014.064
DRAWN BY: CBD
CH'CD BY: MAN
SCALE: 1" = 200'
F.B.: 14-03
PG.: 51-55
DATE: 4-29-2014

BOUNDARY SURVEY

PREPARED FOR: OLSON LAND PARTNERS
REQUESTED BY: ERICA FLOYD GCE

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2014\2014.064 GCE 117 AC SUBDIVISION\SURVEY\BOUNDARY SURVEY.DWG

Instrument #2011014485, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $0.70

10.00
26.50
.70
3.00
39.20

Without benefit of title examination
this instrument prepared by:
William V. Linne, Esquire
127 Palafox Place - Suite 100
P.O. Box 12347
Pensacola, FL 32591-2347

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **TERRY M. OSWALD**, a married woman, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **TERRY M. OSWALD and ROLAND L. OSWALD, SR., as Trustees under the Revocable Living Trust Agreement of Terry M. Oswald, dated April 11, 1997**, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, their successors and assigns, forever, the real property located in Escambia County, Florida, described as follows:

SEE EXHIBIT "A"

The above-described property is not the constitutional homestead of the Grantor.

The above property is subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

In the event of the resignation, death or inability of either Terry M. Oswald or Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as sole Trustee. In the event of the resignation, death or inability of Terry M. Oswald and Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then **REBECCA O. CICCARELLI** shall serve as successor Trustee. In the event of the resignation, death or inability of Rebecca O. Ciccarelli to manage the affairs of the Trust (as determined by two qualified physicians), then **SHARRON O. DeWEESE** shall serve as successor Trustee. In the event of the resignation, death or inability of Sharron W. DeWeese, to manage the affairs of the Trust (as determined by two qualified physicians), then **ROLAND L. OSWALD, JR.** shall serve as successor Trustee.

For so long as Terry M. Oswald or Roland L. Oswald are serving as Trustees, either of them may execute documents on behalf of both Trustees.

Said Trustees are vested with full rights of ownership over said real property, or the interest therein with full power and authority to deal in and with said real property, and the interest therein or any part thereof. Said Trustees are hereby conferred, pursuant to the requirements of Florida Statute Section 689.071, with the full power and authority to either protect, conserve, and to sell, or to lease, or to encumber, or otherwise manage and dispose of said real property, described above.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining. To have and to hold the same unto the Grantees named, their successors and assigns forever.

Said Grantor does fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 1st day of March, 2011.

Heather Eberhart
Print Name of 1st Witness: Heather L Eberhart

Terry M. Oswald
TERRY M. OSWALD

Shirley F. Linne
Print Name of 2nd Witness: Shirley F. Linne

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2011, by TERRY M. OSWALD, who is:

☑ personally known to me
☐ produced _____ as identification.

SHIRLEY F. LINNE NOTARY PUBLIC My Comm. Expires April 10, 2014 No. DD 955020 STATE OF FLORIDA

NOTARY PUBLIC Shirley F. Linne
Typed Name: Shirley F. Linne
Commission Expires: April 10, 2014
Commission No.: DD 955020

clients\oswald\deed-esc.-mrs. oswald trust

Recorded in Public Records 07/29/2013 at 11:35 AM OR Book 7052 Page 165, Instrument #2013055752, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
DANIEL M. HUNTER, ESQUIRE, of
Hunter & Marchman, P.A.
1360 Palmetto Avenue
Post Office Box 340
Winter Park, Florida 32790

WARRANTY DEED

THIS INDENTURE, made this 22 day of July 2013 between CAROL ANN MCNAUGHTON, an unremarried widow, Grantor, and CAROL ANN MCNAUGHTON or her successors, as Trustee of the CAROL ANN MCNAUGHTON REVOCABLE TRUST dated July 2, 2013, whose post office address is 4520 Ironstone Circle, Orlando, FL 32812, of the County of Orange, State of Florida, Grantee (Grantor and Grantee being used for singular or plural, as context requires),

WITNESSETH: That said Grantor, for and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS**, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Commencing at a ¾" iron pipe at the S.E. corner of the S.W. ¼ of Section 1, T-1-S, R-32-W., Escambia County, Florida; thence S. 89°44' 16" W. along the South line of said section for 1328.27' to an iron pipe on the east line of the West ½ of the S.W. ¼ of said Section 1 and Point of Beginning; thence N. 00°33'45" W. along said East line of the West ½ for 2664.92' to an iron pipe at the N.E. corner of the N.W. ¼ of said S.W. ¼; thence S 89°46'57" W. along the North line of said S.W. ¼ for 1330.79' to an iron pipe on the West line of said Section 1, thence S. 00°37'00" E. along said West section line for 1999.47' to an iron pipe; thence N. 89°44'16"E. for 332.07' to an iron pipe; thence S.00°37'00" E. for 666.49' to an iron pipe on the south line of said Section 1; thence N. 89°44'16" E. along said South section line for 748.36'; thence S. 00°33'45" E. for 362.27' to the North R/W line of Nine Mile Road (200'R/W); thence N. 81°40'06" E. along said North R/W line of 250.00'; thence N. 00°33'45" W. for 327.17' to the Point of Beginning.

All lying and being in Sections 1 and 12, T-1-S, R-32-W., Escambia County, Florida.

Less public roadways and right-of-ways of record.

Property Appraiser's Parcel I.D. No: a portion of 01-1S-32-3100-001-001

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

The Trustee is granted the power and authority to protect, conserve and to sell the property and further authority to lease, encumber or otherwise to manage and dispose of the real property as provided for by Fla. Statute 689.071.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part thereof is conveyed, contracted to be sold, leased, or mortgaged by trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of trustee, or obliged or privileged to inquire into any of the terms of the trust agreement. Every deed, trust deed, mortgage, lease or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the trust agreement or in the amendments thereof, and binding on all beneficiaries, (c) that trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his, or their predecessor in trust.

Notwithstanding anything hereinabove contained to the contrary, Grantor reserves the right to occupy the hereinabove described real property as homestead until Grantor's death or until the termination of this trust, whichever shall first occur. The Terms of this Trust provide for the present possessory right of possession of any Homestead property in compliance with F.S. 196.031(1) which would entitle said real property to Homestead Exemption status if all of the requirements are met.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, and the avails and proceeds arising from the sale, mortgage or other disposition of the real estate, and such interest is hereby declared to be personal property. No beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possession, earnings, avails, and proceeds thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness
Printed name SUSAN TUCKER

CAROL ANN MCNAUGHTON, Grantor
4520 Ironstone Circle, Orlando, FL 32812

Witness
Printed name KENNETH R. MARCHMAN

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared CAROL ANN MCNAUGHTON, who is personally known to me or who have produced _____, as identification, and who did take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of July 2013.

NOTARY PUBLIC

SUSAN D. TUCKER
MY COMMISSION # FF 000383
EXPIRES: May 23, 2017
Bonded Thru Notary Public Underwriters

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Carol A. McNaughton ("Seller")
and Olson Land Partners, LLC ("Buyer")
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 9600 BLK of Mobile Hwy, Pensacola, FL
Legal Description: Lengthy, see attached
including all improvements and the following additional property: _____

PRICE AND FINANCING

2. PURCHASE PRICE: $ [redacted] payable by **Buyer** in U.S. funds as follows:

(a) $ [redacted] Deposit received (checks are subject to clearance) on March 11, 2014 by _____ (Signature) for delivery to TBD (Name of Company) ("Escrow Agent")
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) $_____ Additional deposit to be delivered to Escrow Agent by _____, _____ or _____ days from Effective Date (10 days if left blank).

(c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) $_____ Other: _____

(e) $ [redacted] Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☐ **(f)** (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph **8(c)** of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. CASH/FINANCING: (Check as applicable) ☒ **(a) Buyer** will pay cash for the Property with no financing contingency.
☐ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
☐ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
☐ **(2) Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____
_____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____

interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on May 20 2014 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☒ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ **(2) Seller** will provide an abstract as specified in Paragraph **8(a)(2)** as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **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 FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments [X] **Buyer** [ ] **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is $300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check (1) or (2) below)*

[X] **(1) Feasibility Study: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for development of single family 3/acre use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer. Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

[ ] **(2) No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer.** This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer.** Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as single family res homes: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph **5(c)** the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller,** then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller,** within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller,** within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **14**. **Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **14** ; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

Buyer (CW) (____) and **Seller** (CAM) (____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

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Electronically Signed using eSignSelect™ Session ID: 050be1b2-f424-4cbd-8ade-408ed5b50bb1

ESCROW AGENT AND BROKER

15. ESCROW AGENT: **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises **Buyer** and **Seller** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Brian K. Olson — *Selling Sales Associate/License No.* BK 6274626
BK Olson LLC — *Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)* 2.5%

Edie Skillen — *Listing Sales Associate/License No.* SL3201391
Legendary Sales, Inc — *Listing Firm/Brokerage fee: (\$ or % of Purchase Price)* 3.5%

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer (EK) (____) and **Seller** (CAM) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(**Check if applicable:** [X] **Buyer** received a written real property disclosure statement from **Seller** before making this Offer.)
Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a copy delivered to **Buyer** no later than 5:00 [ ] a.m. [X] p.m. on March 10, 2014, this offer will be revoked and **Buyer's** deposit refunded subject to clearance of funds.

COUNTER OFFER/ REJECTION

[ ] **Seller** counters **Buyer's** offer (to accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a copy of the acceptance to **Seller**. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counter is delivered. [ ] **Seller** rejects **Buyer's** offer.

Date: 3/9/14 **Buyer:** _____
Print name: Richard Olson

Date: _____ **Buyer:** _____
Phone: _____ Print name: _____
Fax: _____ Address: _____
E-mail: _____

Date: 3/10/2014 **Seller:** Carol A. McNaughton
Print name: Carol A. McNaughton

Date: _____ **Seller:** _____
Phone: _____ Print name: _____
Fax: _____ Address: _____
E-mail: _____

Effective Date: 3/10/2014 **(The date on which the last party signed or initialed and delivered the final offer or counteroffer.)**

Buyer (RL) (____) and **Seller** (CAM) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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Escambia County Property Appraiser
011S323100001001 - Full Legal Description

BEG AT NE COR OF NW1/4 OF SEC 12 BEING SE COR OF SW1/4 OF SEC 1 S 89 DEG 44 MIN 16 SEC W ALG N LI 210 FT FOR POB N 0 DEG 30 MIN 31 SEC W 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 0 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 528 FT S 89 DEG 44 MIN 16 SEC W 1314 51/100 FT N 0 DEG 33 MIN 45 SEC W ALG E LI OF W 1/2 OF SW1/4 TO NE COR OF NW1/4 OF SW1/4 N 89 DEG 46 MIN 57 SEC W ALG N LI 1330 79/100 FT TO W LI OF SEC S 0 DEG 37 MIN 0 SEC E ALG W LI 1999 47/100 FT N 89 DEG 44 MIN 16 SEC E 332 07/100 FT S 0 DEG 37 MIN 0 SEC E 666 49/100 FT TO N LI OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI 629 13/100 FT S 1 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1347 35/100 FT N 1 DEG 58 MIN 58 SEC W 199 90/100 FT S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 0 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB AND BEG AT NE COR OF NW1/4 OF SEC 12 S 89 DEG 44 MIN 16 SEC W ALG N LI 156 98/100 FT S 0 DEG 0 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W ALG R/W 882 FT TO E LI OF NW1/4 OF SEC 12 N 0 DEG 30 MIN 31 SEC W ALG E LI OF NW1/4 14 FT TO POB OR 6674 P 769 OR 6779 P 266 SEC 1/12 T 1S R 32 W ALSO ADJ VAC R/W OR 6893 P 1795 LESS BEG AT SE COR OF SW 1/4 OF SEC S 86 DEG 54 MIN 1 SEC E 570 79/100 FT TO NE COR OF 40 FT WIDE DRAINAGE EASEMENT FOR POB CONT S 86 DEG 54 MIN 1 SEC E 417 70/100 FT TO PT ON NON-TANG CURVE ON NLY R/W LI OF NINE MILE RD (SR #10 200 FT R/W) WLY ALG SD CURVE CONCAVED SLY HAVING RADIUS 11559 19/100 FT CENTRAL ANG 0 DEG 39 MIN 29 SEC (CHD BRG S 85 DEG 30 MIN 33 SEC W 132 73/100 FT) THROUGH & ARC 132 73/100 FT TO PT OF TANG S 85 DEG 10 MIN 48 SEC W ALG NLY R/W OF NINE MILE RD 288 89/100 FT TO E LI OF 40 FT DRAINAGE EASEMENT N 3 DEG 5 MIN 59 SEC E 57 34/100 FT TO POB LESS BEG NE COR OF NW 1/4 SEC 12 S 89 DEG 44 MIN 16 W ALG N LI OF SEC 12 210 FT FOR POB N 00 DEG 30 MIN 31 SEC W AND PARL TO E LI OF SW 1/4 OF SEC 1 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD (30 FT R/W) N 00 DEG 30 MIN 31 SEC W ALG W R/W LI 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 00 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 00 DEG 30 MIN 31 SEC W 528 FT S 89 DEG 44 MIN 16 SEC W ALG N LI OF PLAT RECORDED IN PLAT DB 85 P 220 1314 51/100 FT TO W LI OF E 1/2 OF SW 1/4 N 00 DEG 33 MIN 45 SEC E ALG W LI OF E 1/2 OF SW 1/4 1659 33/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 984 76/100 FT N 01 DEG 58 MIN 58 SEC W 199 90/100 FT TO A POINT BEING 10 89/100 FT N OF N LI OF SEC 12 S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 00 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB ALSO ADJ VAC R/W OR 6893 P 1795 SEC 1/12 T 1S R 32 W LESS BEG NW COR OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI OF SEC 1328 27/100 FT TO NE COR OF NW 1/4 OF NW 1/4 S 00 DEG 33 MIN 45 SEC E ALG E LI OF 1/4 327 18/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 76 FT FOR POB N 00 DEG 33 MIN 45 SEC W AND PARL TO E LI OF 1/4 262 FT S 86 DEG 58 MIN 55 SEC E 281 94/100 FT S 00 DEG 33 MIN 45 SEC E 206 FT NTO N R/W LI OF NINE MILE RD S 81 DEG 40 MIN 06 SEC W ALG N R/W LI 284 FT TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 1576 11/100 FT FOR POB CONT SAME COURSE 119 36/100 S 01 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 112 58/100 FT N 00 DEG 33 MIN 45 SEC W 362 27/100 FT TO N LI OF SEC TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 156 9/100 FT S 00 DEG 00 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W 882 FT TO E LI OF NW 1/4 N 00 DEG 30 MIN 31 SEC ALG E LI OF NW 1/4 14 FT TOP POB

3/10/2014 CAM

FUTURE LAND USE MAP (FLUM) AMENDMENT

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

4300 Legendary Drive, Suite 234

Destin, FL 32541

GCE Project No. 10901.02

Prepared by:

GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

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SUPPLEMENTAL DOCUMENTS

A. Project Location and Future Land Use Map

B. Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter

C. Preliminary Traffic Concurrency Analysis (Source: Escambia County)

D. Escambia County Schools Level of Service Determination (Source: Escambia County School District)

E. Wetland Maps (Source: Bosso-Imhof Environmental Sciences, Inc.)

F. Historical & Archeological Data (Source: Florida Master Site File)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
PROPERTY OWNER:	Olson Land Partners, LLC (see enclosed "Contract for Sale") 4300 Legendary Drive, Suite 234 Destin, FL 32541
AUTHORIZED AGENT:	Erica Floyd, P.E. Gulf Civil Engineering, LLC 2940 Bayview Way Pensacola, FL 32503
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 9600 W. Nine Mile Road in central Escambia County at the intersection of Nine Mile Road and Mobile Highway. The site is approximately two (2) miles west of Beulah Road. The combined parcels include approximately 115 acres of property along the north side of Nine Mile Road. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of approximately 275 residential units which calculates to 2.4 dwelling units per acre (275 units ÷115 acres).

3. Compatibility Analysis

The property is currently designated Rural Community (RC). The desired FLUM Category is Mixed-Use Single Family Residential (MU-S). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties:

North: Rural Community (RC)
South: Rural Community (RC)
East: Mixed-Use Suburban (MU-S)
West: Rural Community (RC)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Rural Community (RC) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east are predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 275 residential units.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2015 & 2025) based on the maximum density calculated (180 dwelling units):

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. Although an existing ECUA collection system is not readily available to the site, connection to the sanitary sewer system can be achieved. An existing ECUA 8" sanitary force main is located approximately 1.5 miles east of the property near Allegheny Avenue (Keystone Subdivision). Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 275 dwelling units is approximately 86,625 gallons per day (90 gallons per capita day x 3.5 persons per unit x 275 units). The Emerald Coast Utilities Authority has indicated that

they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 5,775 pounds per day (6ppc/day x 275 units x 3.5 persons per unit). This value is estimated for a 275 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (8") is located along the north side of Nine Mile Road. Connection to this water service line would be proposed if designed, permitted and approved by ECUA.

The estimated potable water demand for the maximum development conditions of 275 dwelling units is approximately 96,250 gallons per day (100 gallons per capita day x 3.5 persons per unit x 180 units). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's

Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 250 feet of frontage along Nine Mile Road (State Road 10). Access to the site shall be provided with a proposed connection to Nine Mile Road. Preliminary discussions with the Florida Department of Transportation (FDOT) determined that future development shall require a deceleration lane and possible "left-directional" median cut at the site. Further review and analysis shall be required for permitting of the future connection to Nine Mile Road and/or any other roadway access connection proposed for the property.

Additional analysis and design shall be required to meet the Level of Service standards of the current roadway segments. All roadway improvements shall be permitted through FDOT and Escambia County prior to development. An "Initial Test for Traffic Concurrency", provided from the Escambia County Traffic Division, shows that the roadway segment meets the test for concurrency. A copy of this worksheet is included in the "Supplemental Documents" portion of this report.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development. Numerous parks and recreational facilities are located along State Road 10A (Mobile Highway) south of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development desires 275 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is in included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 115 acres. No known wellheads are located near the property. Conversations with

officials from both Escambia County and ECUA confirmed that no wellheads are in the project vicinity. According to officials, the closest known wellhead is over five (5) miles east of the property.

The majority of the site is currently used as grazing land. The western and northwestern portions of the site are heavily wooded and include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 18 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the western and northwestern portions of the property consists of wetland vegetation, magnolias, pines and brush. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

OBJ CMS 1.3 Standards: Establish concurrency management system requirements and LOS standards.

Policy CMS 1.3.1: Consistency with Comprehensive Plan - No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

RESPONSE: The applicant understands the approval of the FLUM Amendment shall require all future development of the subject property be designed to meet all Escambia County Planning, Zoning and Development Review requirements. Issuance of a Development Order or Subdivision/Site Plan Approval shall be contingent upon the design meeting the current Land Development Code standards and the provisions set forth in CMS 1.2.2 Allocation of Capacity.

Policy CMS 1.3.2: Minimum Requirements - At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

a. The necessary facilities and services are in place at the time a development permit is issued; or

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; or

c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or

d. 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. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or

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, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school 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; or

f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.

g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.

RESPONSE: The proposed development is well within the service areas of the County and Utility infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.

OBJ FLU 1.5: Sustainable and Energy Efficient Development - Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.

Policy FLU 1.5.4: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

RESPONSE: The Future Land Use Change request for the property is Mixed-Use Suburban (MU-S). Most of the properties to the east (outside of those immediately adjacent to the property) are also designated MU-S; therefore, compact development is continuing to be promoted in this region. The requested density for the development is over two (2) units per acre thus meeting the minimum density requirement for MU-S.

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: The subject parcel is located in central Escambia County. As proven in the body of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management and aquifer protection.

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

CON 1.3.7: Wetland Development Provisions - Development in wetlands shall not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands shall be restricted to allow residential density use at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.

RESPONSE: The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

CON 1.3.8: Density Clustering - Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.

a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.
b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.

Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).

RESPONSE: As mentioned, the wetland areas on the site have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. This includes applying the appropriate wetland buffers as required by the County and State. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

CON 1.4.1: Wellhead Protection - Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE: The subject parcel is located approximately five (5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.

SUPPLEMENTAL DOCUMENTS

For

5325 Chumuckla Highway – Proposed Subdivision

Parcel ID: (APO) 05-1N-29-0000-00100-000

Pace, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

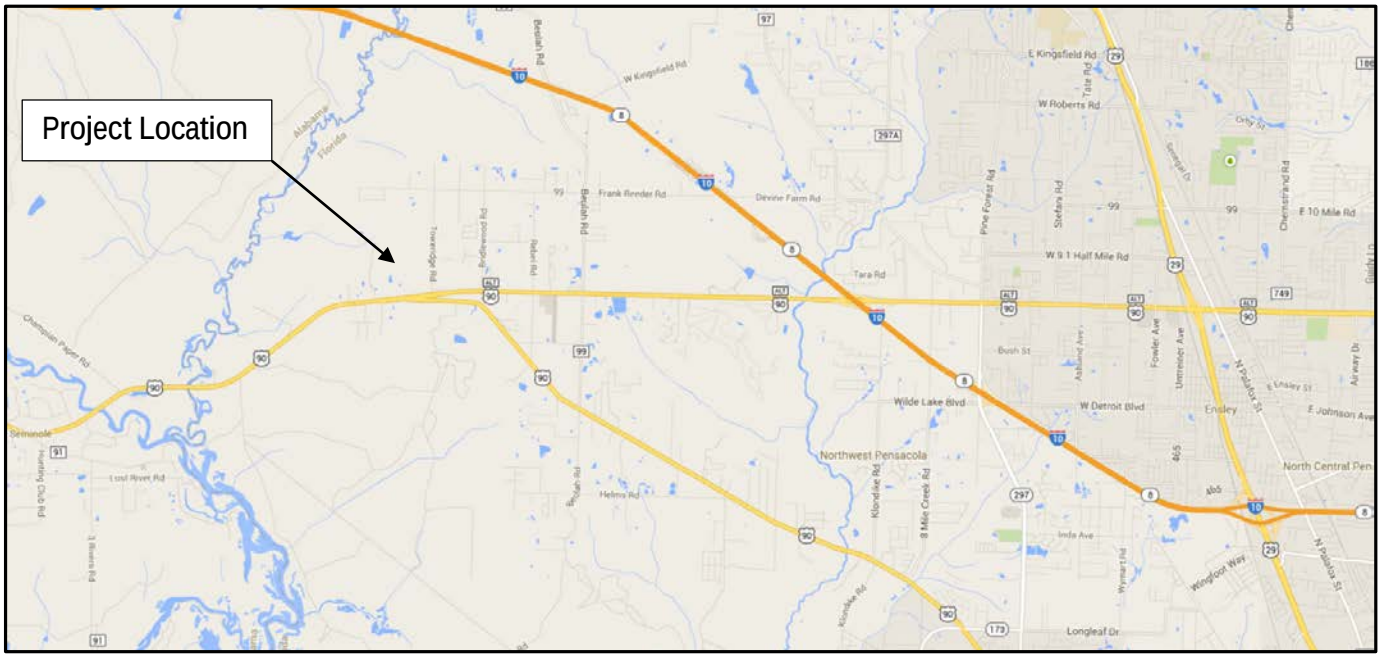
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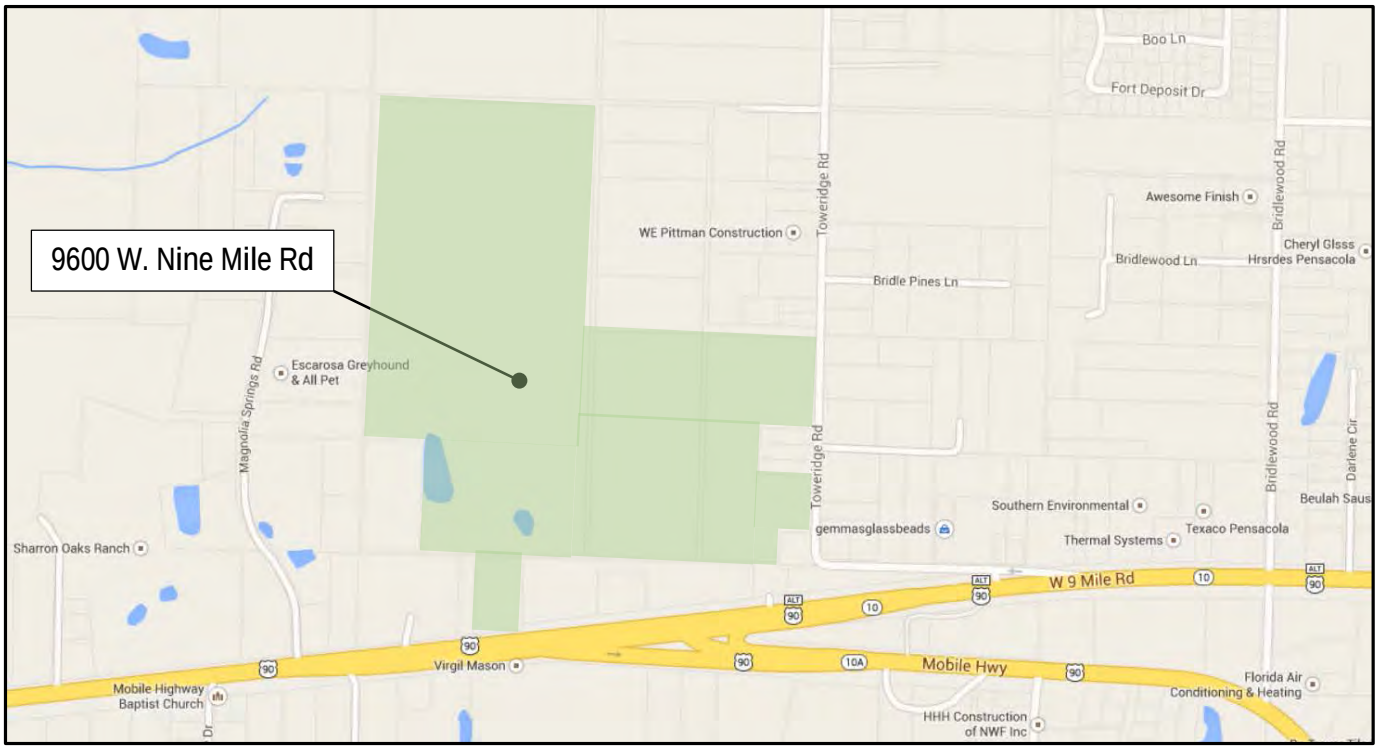
Destin, FL 32541

GCE Project No. 10902.02

SECTION “A”

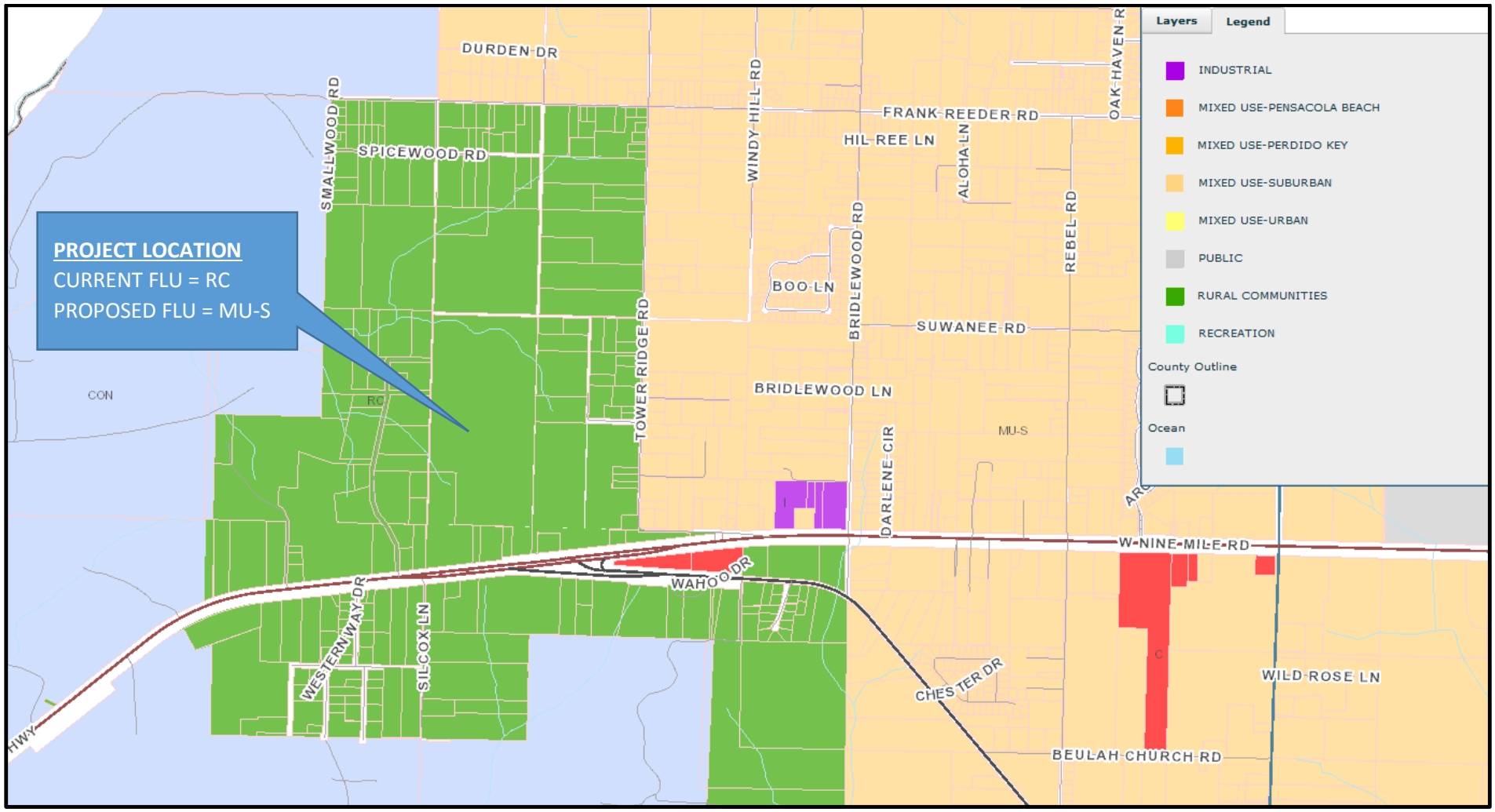
Project Location and Future Land Use Map





LOCATION MAP

Proposed Subdivision at
9600 W. Nine Mile Road
Pensacola, FL 32526



CURRENT FUTURE LAND USE MAP

SECTION “B”

Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

April 21, 2014

Mr. Terry Oswald
9650 Mobile Highway
Pensacola, FL 32526

Re: Proposed Subdivision @ 9600 West Nine Mile Road

Dear Mr. Oswald:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Rick Olson, Olson Land Partner, LLC
Erica Floyd, P.E., Gulf Civil Engineering, LLC
File

WEJ/vlf

Vicki Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

SECTION “C”

Preliminary Traffic Concurrency Analysis

(Source: Escambia County)

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Project should meet traffic concurrency. A final review for traffic concurrency will be conducted after all other sign-offs have been obtained on the site plan final comparisons.

Rev 01/28/03

Planning ID #:

Pre-App: X **MP:** _____ **PP:** _____ **SP:** _____ **Mini:** _____

Project Name & Address:

Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

Project Description: New Subdivision **District:** _____ **TAZ:** _____

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-3434 **Date:** 04/28/14

TRIP GENERATION

Source: latest edition of *Trip Generation,* ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: Single Family Detached Housing	**ITE Code:** 210		**Page #:** 295	
Independent Variable: Dwelling Units				
Size of Independent Variable:	275.000	**[A]**		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	1.02	**[B]**		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	280.5	**[C]**		
Internal Capture Rate Percentage (if applicable):			0%	**[D]**
Internal Trips (C*D):			0.0	**[E]**
Adjusted Driveway Trips (C-E):			280.5	**[F]**
Pass-By Trip Percentage (if applicable):			0%	**[G]**
Pass-By Trips (F*G):			0.0	**[H]**
New Driveway Trips (F-H):			281	**[I]**

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips **[I]**, greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? **YES** **[J]**

X If **"YES"** to **[J]**, applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

_____ If **NO"** to **[J]**, continue with PART I: *De Minimis* Determination on the following page.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for ***each*** impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis* , continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report.*

Attachment 1 of 1

Project Name & Address: 0
Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

PART I: *De Minimis* Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report.*

New Driveway Trips (F-H):		281	**[I]**
Trip Distribution (% entering):		64%	**[K]**
Allocated Trips (I*K):		180	**[L]**
2-Way PM PH Service Volume (column 18):		1,190	**[M]**
1% of Service Volume (column 21 or M*.01):		12	**[N]**
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	168	**YES**	**[O]**
Existing Total Trips (column 16):		605	**[P]**
Proposed Total Trips (L+P):		785	**[Q]**
110% of Service Volume (column 23 or M*1.10):		1,309	**[R]**
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-524	**NO**	**[S]**
Is the roadway segment on a designated hurricane evacuation route (column 24)?		**YES**	**[T]**

_____ If **"NO"** for **[O]**, **[S]**, and **[T]**, traffic impact is *de minimis* . No further analysis is required.

X If **"YES"** for **[O]**, **[S]**, or **[T]**, traffic impact is non *de minimis.* Continue with PART II.
- **X** If **"YES"** to **[T]**, continue with question **[U]** only, in PART II below; or
- _____ If **"YES"** to **[O]** and/or **[S]** only and **"NO"** to **[T]**, continue with question **[V]** only, in PART II below.

PART II: Non *De Minimis* Concurrency Determination

If **"YES"** to **[T]**, is the number of Proposed Total Trips greater than the Service Volume (is Q > M)?	-405	**NO**	**[U]**
If **"NO"** to **[T]**, is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-524	**N/A**	**[V]**

X If **"NO,"** the roadway segment meets the test for concurrency. No further analysis required.

_____ If **"YES,"** identify which method will be used to maintain the adopted Level of Service:
- _____ applying applicable trip reduction methods for service or commercial developments,
- _____ conducting a Traffic Impact Analysis Report (TIAR),
- _____ reducing the scale or scope of the proposed project,
- _____ withdrawing the application, or
- _____ identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

SECTION “D”

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	
Project Location	**9600 W. Nine Mile Rd.**
Parcel ID Numbers	
Property Owner/Developer	**Olson Land Partners, LLC**
Applicant	**Gulf Civil Engineering**

School Level of Service Reservation			
Level of Service	**Elementary CSA**	**Middle CSA**	**High CSA**
Reserved Students	**52**	**26**	**26**
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

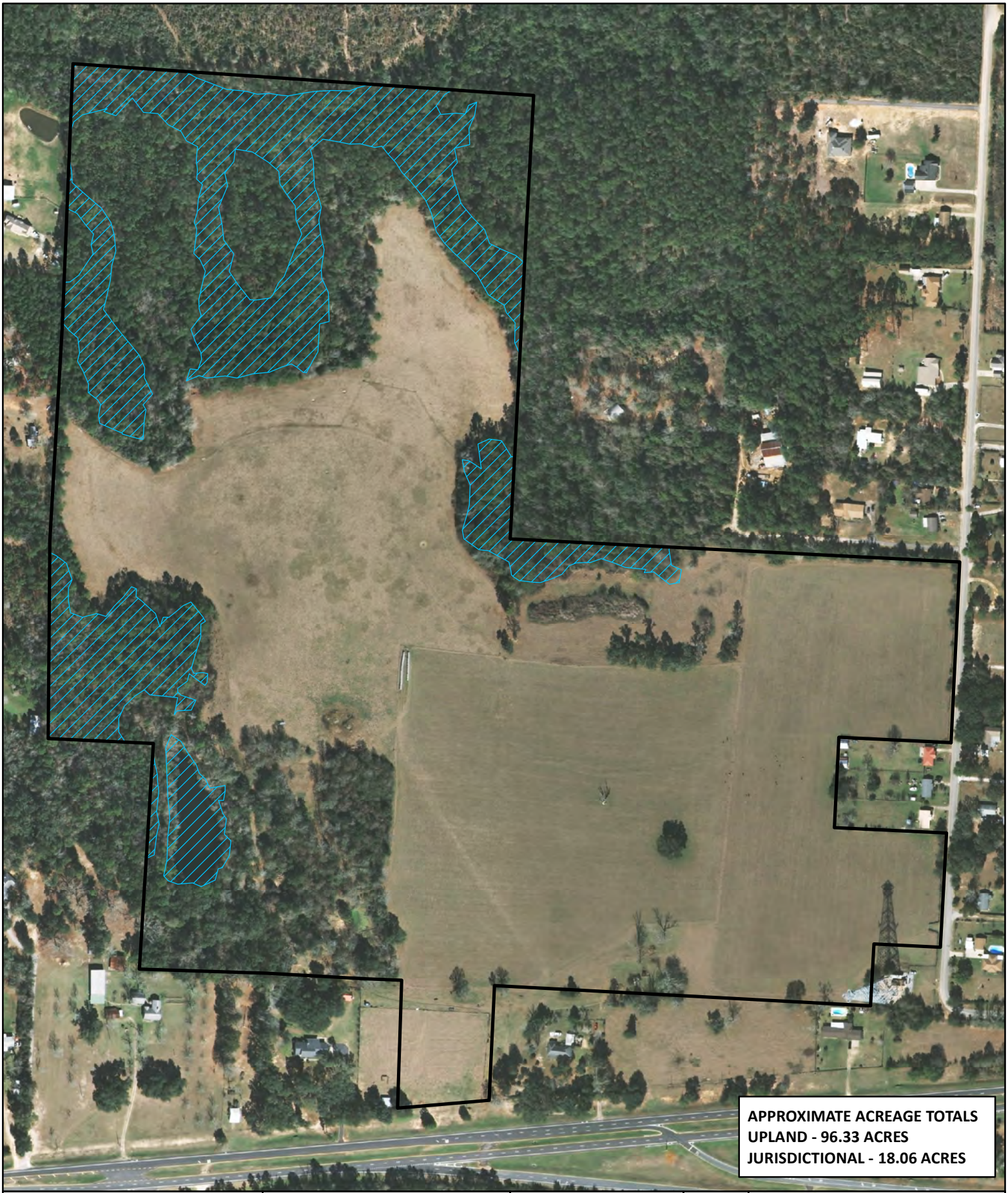
4/21/14
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION “E”

Wetland Maps

(Source: Bosso-Imhof Environmental Sciences, Inc.)



JURISDICTION SKETCH
2013 AERIAL PHOTOGRAPH
HWY 90 BEULAH
OLSON - OSWALD

Legend

UPLAND

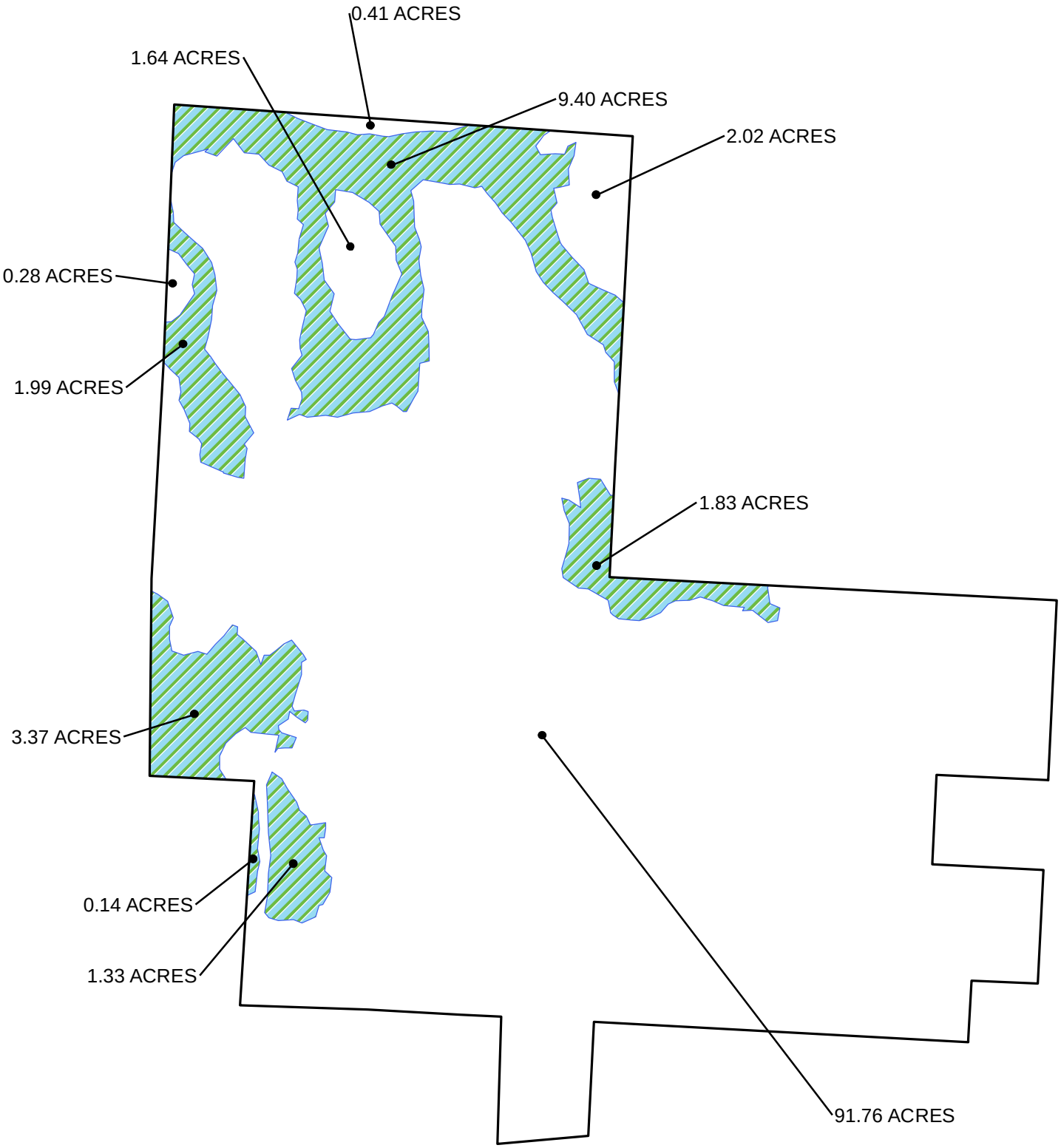
JURISDICTIONAL

DATE: 4-22-2014
DRAWN BY: MAR
THIS IS NOT A SURVEY

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260 130 0 260 Feet

BOSSO IMHOF
ENVIRONMENTAL SCIENCES, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FL 32502 (850) 434-1935



APPROXIMATE ACREAGE TOTALS
UPLAND - 96.33 ACRES
JURISDICTIONAL - 18.06 ACRES

JURISDICTION SKETCH
APPROXIMATE ACREAGES
HWY 90 BEULAH
OLSON - OSWALD

Legend

UPLAND

JURISDICTIONAL

DATE: 4-22-2014
DRAWN BY: MAR
THIS IS NOT A SURVEY

N W E S

300 150 0 300 Feet

BOSSO IMHOF
ENVIRONMENTAL SCIENCES, INC.
1300 WEST GOVERNMENT STREET
PENSACOLA, FL 32502 (850) 434-1935

SECTION “F”

Historical & Archeological Data

(Source: Florida Master Site File)

STOP **This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

April 23, 2014

Florida Master Site File

Erica Floyd
Gulf Civil Engineering, LLC
2904 Bayview Way
Pensacola, FL 32503
Phone: 850.375.8263
Email: erica@gulfcivileng.com

In response to your inquiry of April 23, 2014, the Florida Master Site File lists no archaeological sites, four surveys, and three standing structures, found in the following parcels of Escambia County:

The portions of T01S R31W Sections 06 & 07, and T01S R32W Sections 01, 02, 11, 12, 35, & 36, indicated by the map submitted with search request (including a project area and a 1 mile buffer).

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

May 2014

Prepared by:

GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services
Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

GCE Project No. 10901.02

1. Introduction

This report addresses the topic of "Urban Sprawl" for the Future Land Use Map (FLUM) Amendment request of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road (Block)
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The subject property is located in central Escambia County along the north side of Nine Mile Road near the intersection with Mobile Highway. The site is approximately two (2) miles west of Beulah Road and three (3) miles west of the Navy Federal Credit Union (NFCU) Main Campus and Commerce Park.

3. Urban Sprawl

Urban Sprawl can be defined as a "development pattern characterized by low density, automobile-dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner." The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed development is located along frontage of Nine Mile Road. No major public infrastructure "extension" would be required to support the site. However, State and County infrastructure improvements near the site are already in conceptual stages. For example, the Florida Department of Transportation (FDOT) is currently performing a Project Development and Environmental (PD&E) study of the areas along Nine Mile Road west of the project site eastward to Pine Forest Road. In addition, Escambia County has a "Sector Plan" to improve Beulah Road which is located just east of the proposed project. The subject property falls within limits of "planned" infrastructure areas which promotes efficient development.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed roadways and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance. The project will connect to nearby developed areas which could further promote pedestrian and bicycle accessible routes. In addition, the development shall include a mix of lot and home sizes for varying incomes and/or desires.

(IV) Promotes conservation of water and energy.

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the homes within the subdivision shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

N/A – Preservation agricultural areas and activities are not proposed.

(VI) *Preserves open space and natural lands and provides for public open space and recreation needs.*

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

(VII) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.*

N/A – The proposed development includes only residential uses.

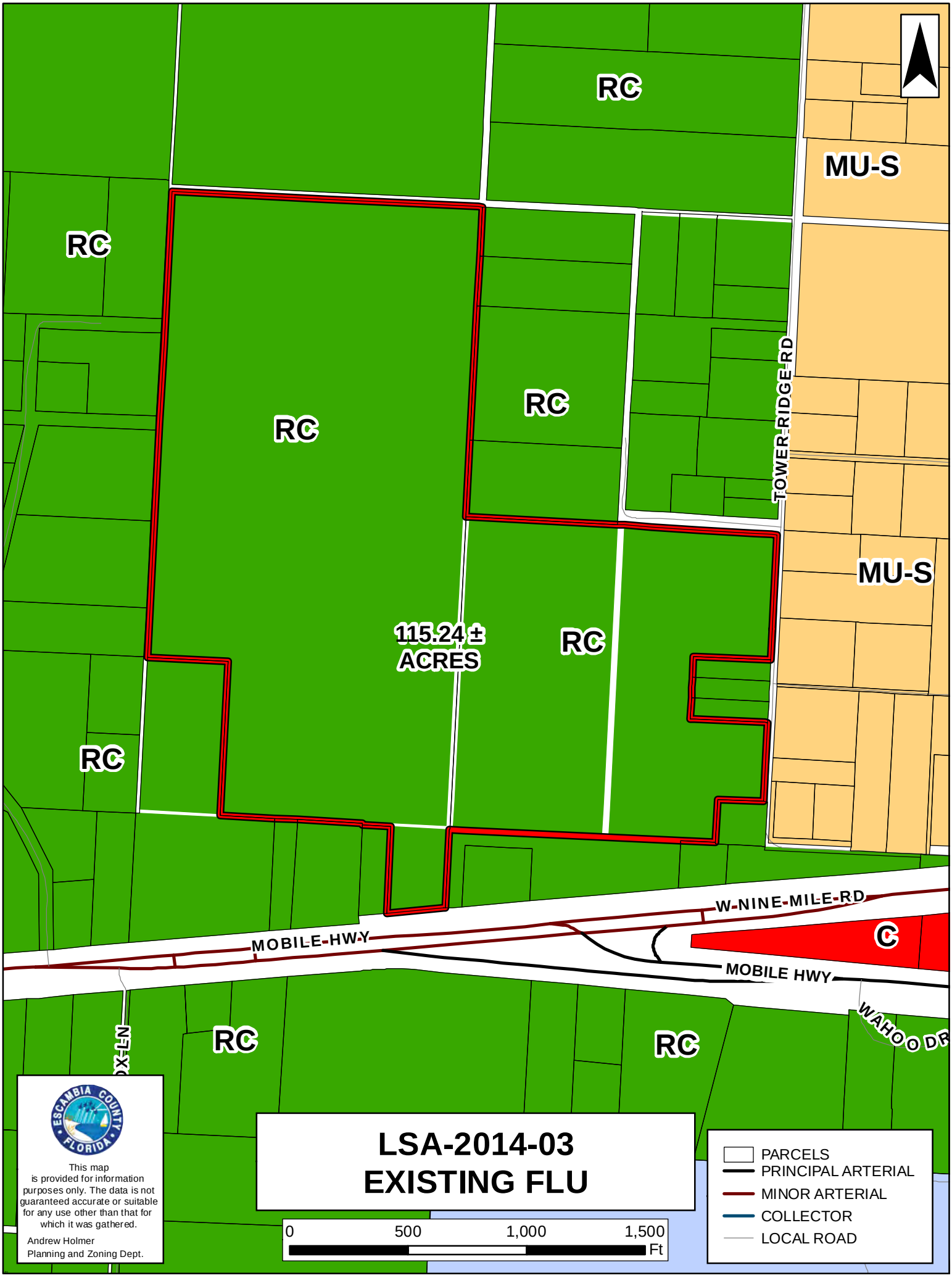
(VIII) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

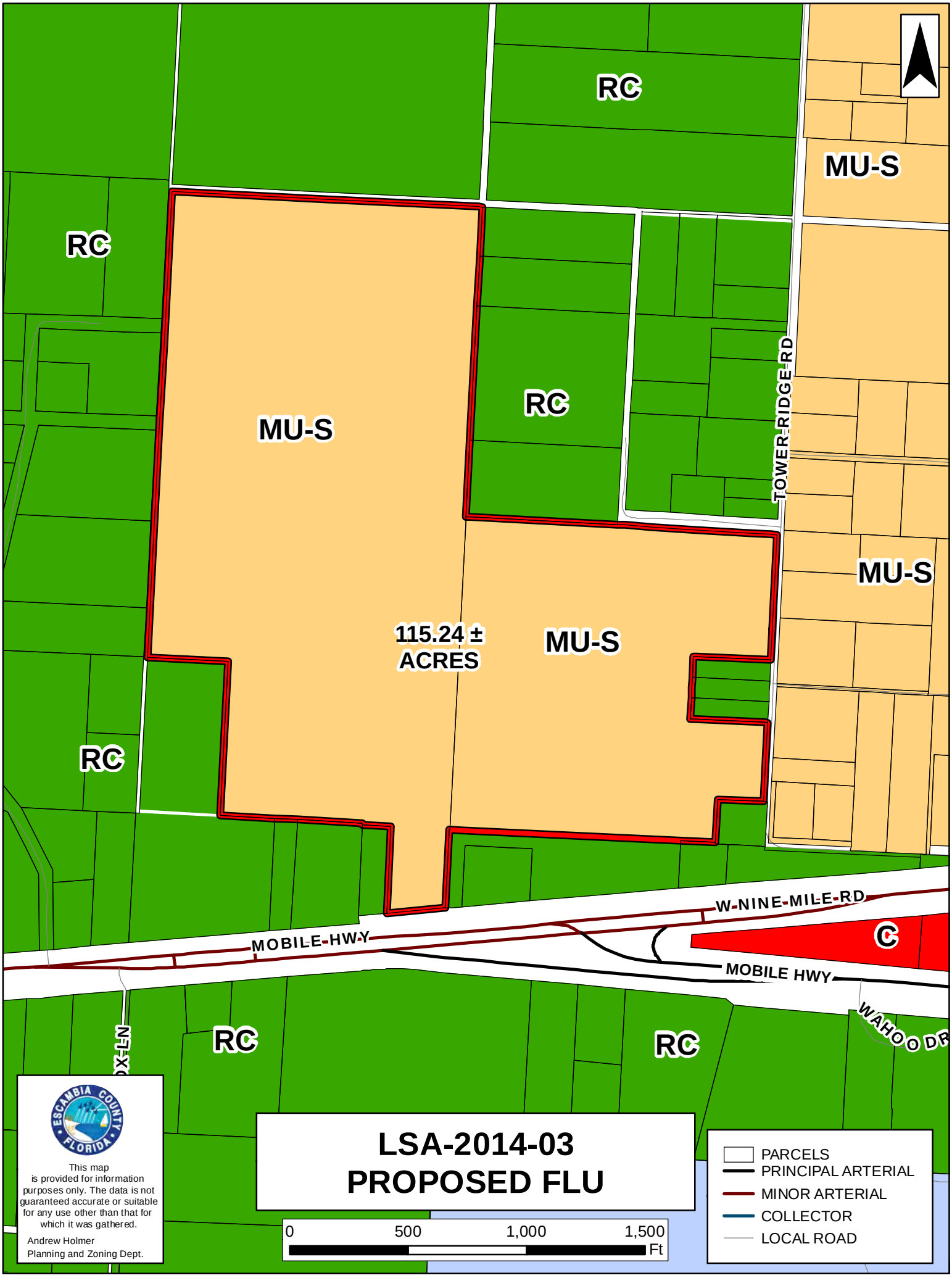
Although the proposed development does not provide a "transit-oriented" community, the development does remediate urban sprawl by constructing adjacent to "planned" infrastructure areas. In addition, the uses, densities and intensities of the project shall not over compensate with high density residential lots despite the amount of wetlands on the property.

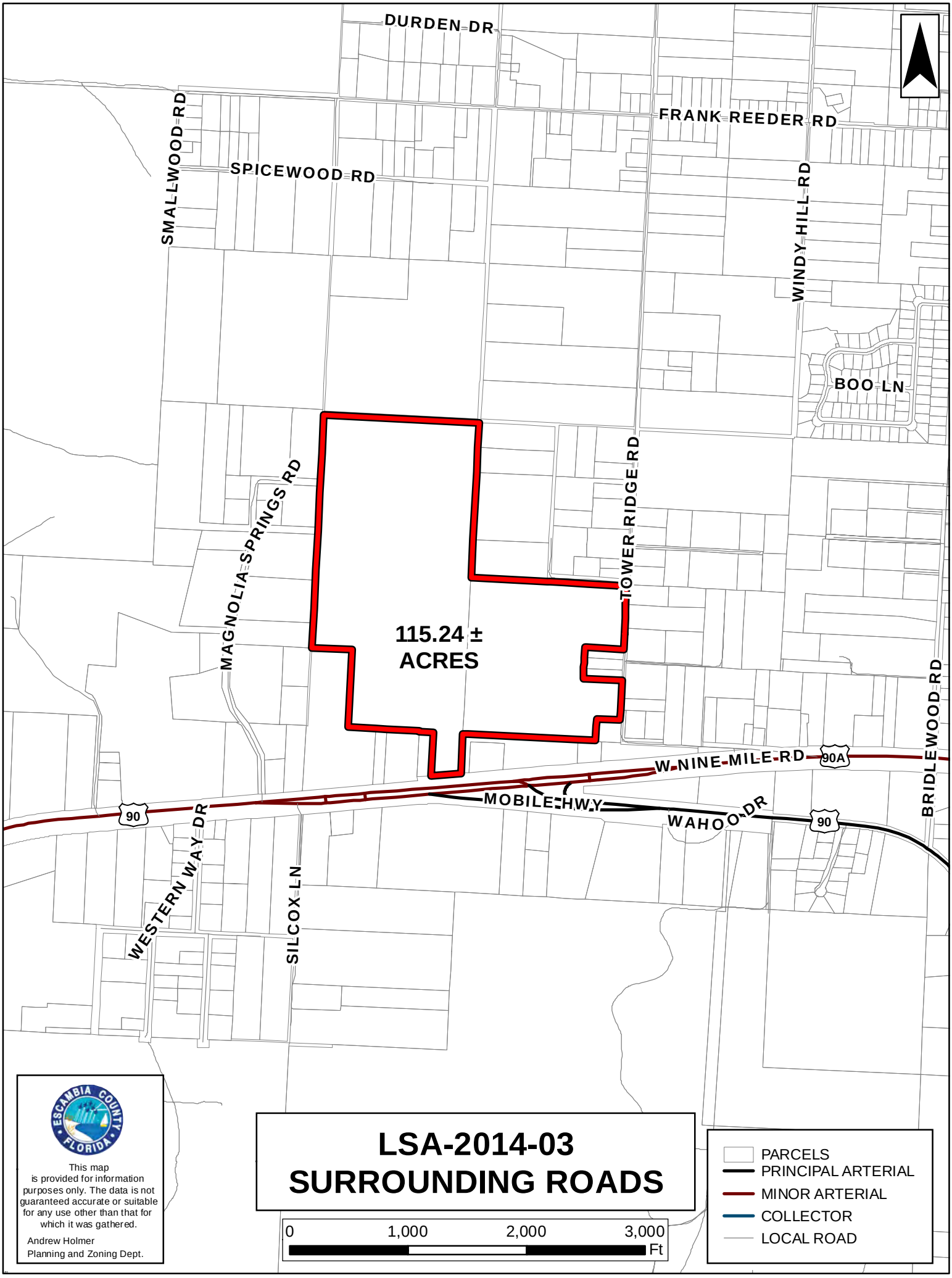
4. Conclusion

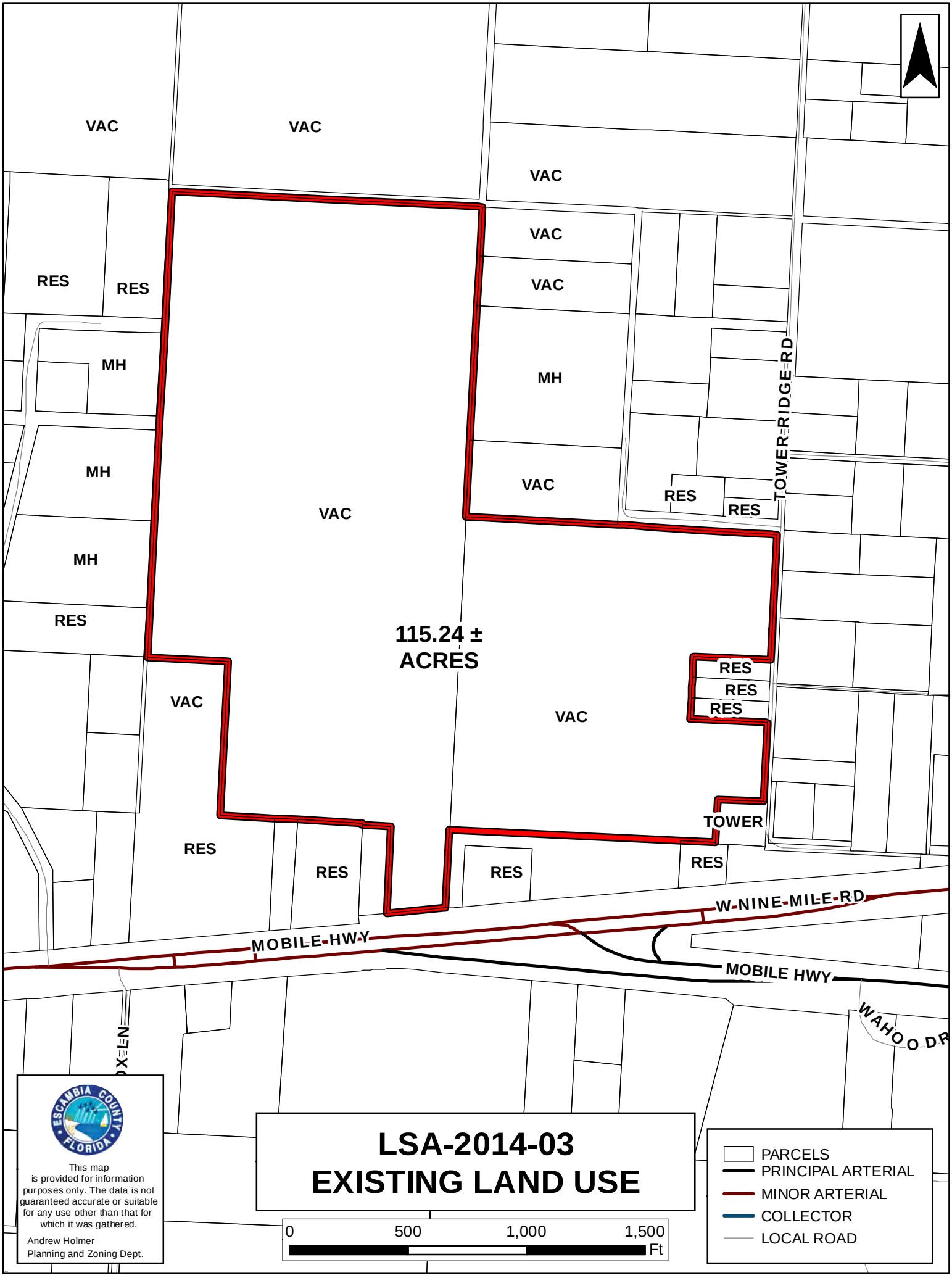
The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Falls within limits of "planned" infrastructure areas which promotes efficient development.
- Shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply.
- Shall preserve areas of open space and conserve natural lands.
- Shall remediate urban sprawl by constructing adjacent to "planned" infrastructure areas.


RC
MU-S
RC
RC
RC
TOWER RIDGE RD
MU-S
115.24 ±
ACRES
RC
RC
W NINE MILE RD
C
MOBILE HWY
MOBILE HWY
WAHOO DR
RC
RC
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.
LSA-2014-03
EXISTING FLU
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500
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

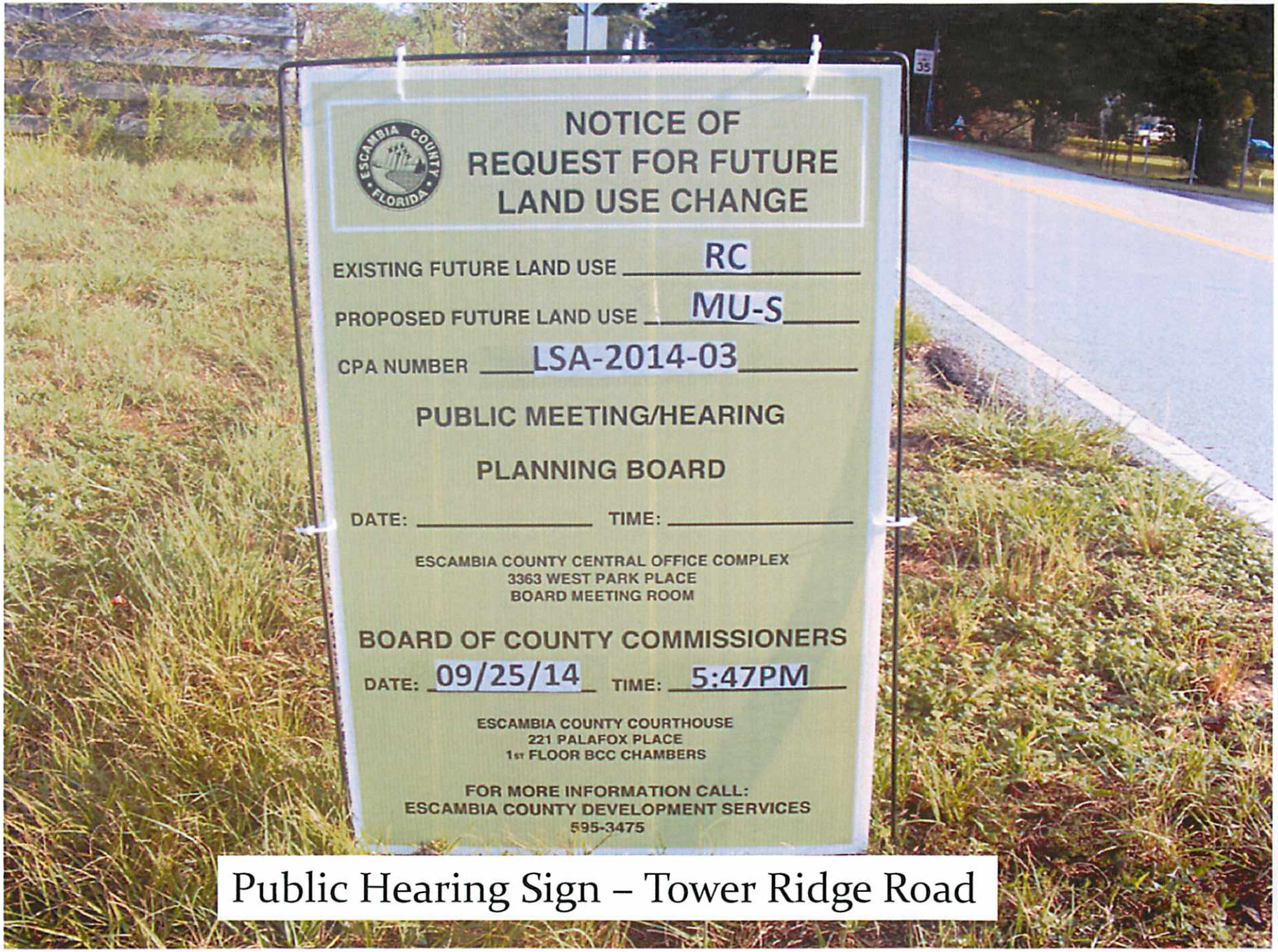

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is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
PROPOSED FLU
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


DURDEN DR
FRANK REEDER RD
SMALLWOOD RD
SPICEWOOD RD
WINDY HILL RD
BOO LN
MAGNOLIA SPRINGS RD
TOWER RIDGE RD
115.24 ± ACRES
BRIDLEWOOD RD
W NINE MILE RD
90A
MOBILE HWY
WAHOO DR
90
90
WESTERN WAY DR
SILCOX LN
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
SURROUNDING ROADS
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


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TOWER RIDGE RD
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MOBILE HWY
MOBILE HWY
WAHOO DR
NEXEN
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA-2014-03
EXISTING LAND USE
0
500
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Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Public Hearing Sign – Nine Mile Road



Public Hearing Sign – Tower Ridge Road

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2014-03 – Olson Land Partners, LLC
Location:	9600 Block of W. Nine Mile Road
Parcel #s:	01-1S-32-3100-001-001 (all) 01-1S-32-3100-003-001 (part)
Acreage:	115.24 (+/-) acres
Request:	From Rural Community (RC) to Mixed-Use Suburban (MU-S)
Agent:	Erica Floyd, Agent for Rick Olson
Meeting Dates:	Planning Board June 3, 2014 BCC June 26, 2014

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

The subject parcels are located on the north side of W. Nine Mile Road (U.S. 90-A) at the intersection with Mobile Highway (U.S. 90). The site can be accessed through frontage along both Nine Mile Road and Tower Ridge Road. The property is primarily vacant grazing land with wooded areas corresponding largely to existing wetlands.

The site is adjoined on the north by agriculturally zoned (AG) woodlands and on the east and west primarily by large-lot single-family dwellings within R-3 and Rural Residential zoning. The site lies entirely within an area designated Rural Community FLU but adjoins a larger area of Mixed-Use Suburban FLU eastward from Tower Ridge Road.

Subdivision development will require review and approval for compliance with the preliminary plat, infrastructure construction plan, and final platting requirements of Escambia County and all associated regulations and standards of the Land Development Code (LDC). No applications for such development have been submitted at this time.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific

level of service (LOS) standards established by Escambia County would be evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The FLU amendment application includes a letter from ECUA stating that sewer service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The application indicates that connection to an existing sanitary sewer force main within approximately 1.5 miles would include construction of an on-site lift station. The applicant acknowledges that the design and construction of all sewer system extensions to serve the proposed development must comply with ECUA requirements.

Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The FLU amendment application indicates that ECUA will provide solid waste collection service for the proposed subdivision. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the estimated remaining life of the Perdido Landfill is 70 years.

Potable Water Service.

Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no*

later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject property is within the service area of ECUA for potable water. The FLU amendment application includes a letter from ECUA stating that water service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The applicant acknowledges that the design and construction of all water system extensions to serve the proposed development must comply with ECUA requirements.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The FLU amendment application indicates that stormwater management systems would be designed, approved, and permitted by all necessary agencies, including Escambia County, the Northwest Florida Water Management District, and the Florida Department of Environmental Protection, prior to subdivision development.

Streets and Access.

Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment application includes an initial test for traffic concurrency prepared by the Transportation and Traffic Operations Division of the Escambia County Public Works Department. The test provides a preliminary indication that the project should meet the traffic concurrency requirements of the county for the impacted roadway segment of U.S. 90/Nine Mile Road from the Alabama state line to Mobile Highway.

The developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County or FDOT standards so that upon their construction the streets and accesses would be accepted into the county or state road system.

Public School Facilities.

Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment application includes a Level of Service Determination Letter from the School District of Escambia County stating that elementary, middle and high school capacity is reserved for two years for the subject development and confirming that the development meets the School Level of Service requirements of Florida Statutes (163.3180) and the adopted Interlocal Agreement with Escambia County.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. As with public facilities and services, compliance with regulations and standards established by Escambia County would be evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current Rural Community FLU as intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. Residential density is limited to two dwelling units per acre. The proposed Mixed-Use Suburban FLU, as

described by the same policy, is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to ten dwelling units per acre.

The area at the western end of Nine Mile Road continues to transition from rural and semi-rural to suburban development patterns. Approval of the amendment would eliminate agricultural uses from among the range of allowable uses on the subject site and replace compact, traditional neighborhood supportive commercial development options with opportunities for professional offices and general retail sales and service uses. The availability of residential, recreational, public and civic uses would remain unchanged. The density limit of the FLU would allow the maximum density of the current R-3 zoning and the district would be compatible in all other respects with the proposed FLU.

Impact on Wellheads.

Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment application includes a response letter to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State, lists no archaeological sites in the requested search area. The letter cautions, however, that there may be unrecorded archaeological sites, historical structures or other resources. Development of the site remains subject to LDC provisions requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The FLU amendment application includes a map prepared by environmental consultants identifying approximately 18 acres of jurisdictional wetlands within the subject site. The wetlands correspond with hydric soils identified by the Soil Survey of Escambia County prepared by the U.S. Department of Agriculture. However, the soil survey does not indicate prime farmland soils within the site. The application states that protection of the wetland areas would be ensured in the design and permitting of the proposed subdivision and that a preliminary investigation found no current site indications of threatened or endangered species.

Urban Sprawl

Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed Mixed-Use Suburban FLU amendment would discourage urban sprawl through the characteristics of the development pattern it would incorporate into a modest expansion of the existing MU-S area. Single-family residential use allowed by the proposed FLU and current zoning, and associated with on-going economic growth along W. Nine Mile Road, would be required to be developed in a manner that will protect and not have an adverse impact on natural resources and ecosystems. The close proximity of the development to public infrastructure and services already in place and serving a mix of uses would promote the efficient and cost-effective provision or extension of those facilities and services. The higher residential density allowed by the FLU change would support a continued balance with the expanding nonresidential uses in the area. The required protection of wetlands would promote the preservation of a significant proportion of the subject site as open space and natural lands with the potential to provide some level of passive recreation.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **6. A.**
Meeting Date: 06/03/2014
Issue: LSA-2014-03
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity, an Ordinance Amending the 2030 Future Land Use Map.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community to Mixed-Use Suburban. The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

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 Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the FLU map 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

Ordinance
Application Packet
Staff Analysis
Maps

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2014-03 OR (Regular Planning Board Meeting)

Agenda Item Number/Description: _____

____ In Favor V Against

*Name: Theresa Blackwell

*Address: 9535 Tower Ridge Rd *City, State, Zip: Pensacola, FL

Email Address: theresa.blackwell@gmail.com Phone: 727-510-3650

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Berdaw

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

*Name: Roland OSWALD

*Address: 9650 MOBILE Hwy *City, State, Zip: PENSACOLA, FL 32526

Email Address: rtoswald@bellsouth.net Phone: 850 944-2320

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2014-03

*Name: ERICA FLOYD

*Address: 2940 BAYVIEW WAY *City, State, Zip: PENSACOLA, FL 32503

Email Address: erica@gulfcivileng.com Phone: 375-8263

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2014-03

*Name: Rick Olson

*Address: 4300 Legendary Dr. City, State, Zip: Destin FL 32541

Email Address: _____ Phone: 830-7425

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~Z-2014-08~~

____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

*Name: Demaris Pittman

*Address: 9641 Tower Ridge Rd *City, State, Zip: Pensacola, FL 32526

Email Address: wedimps@bellsouth.net Phone: 850-944-1883

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

*Name: John H. Greene

*Address: 2570 Tower Ridge Rd *City, State, Zip: Pensacola FL. 32526

Email Address: _____ Phone: 607-9007

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA 2014-03

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor ____ Against

*Name: Rebecca Ciccarelli

*Address: 4630 Shannon Circle *City, State, Zip: Pensacola FL 32504

Email Address: _____ Phone: 433-1691

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~LSA 2014-03~~ OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA 2014-03

X In Favor ____ Against

*Name: Sharron DeWeese

*Address: 4830 Balmoral Dr *City, State, Zip: Pens, FL 04

Email Address: _____ Phone: 476-9808

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6299 **Growth Management Report 13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/26/2014
Issue: 5:46 P.M. - A Public Hearing - Large Scale Map Amendment - LSA-2014-03
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Transmittal of Comprehensive Plan Map Amendment, LSA 2014-03, to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation, to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S).

At the June 3, 2014, Planning Board Meeting, the Board recommended approving transmittal of the Map Amendment to DEO.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

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 Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the FLU map 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

Ordinance - Draft
Ordinance - Clean
Application Packet
LSA Staff Analysis
Maps
PB 6-3-14 Speaker Request Forms

GROWTH MANAGEMENT REPORT – Horace Jones, Interim Director,
Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, review and adopt an Ordinance amending the Escambia County Land Development Code, Article 6, amending the Conditional Use standards for minimum lot size and distance standards for stables, to provide for consistency; this Hearing serves as the second of two required Public Hearings before the BCC, as set forth in Section 2.08.04 (b) and Florida Statute 125.66 (4)(b); at the May 6, 2014, Planning Board Meeting, the Planning Board recommended approval to the BCC.

   Approved 4-0, with Commissioner Robertson absent

   Speaker(s):

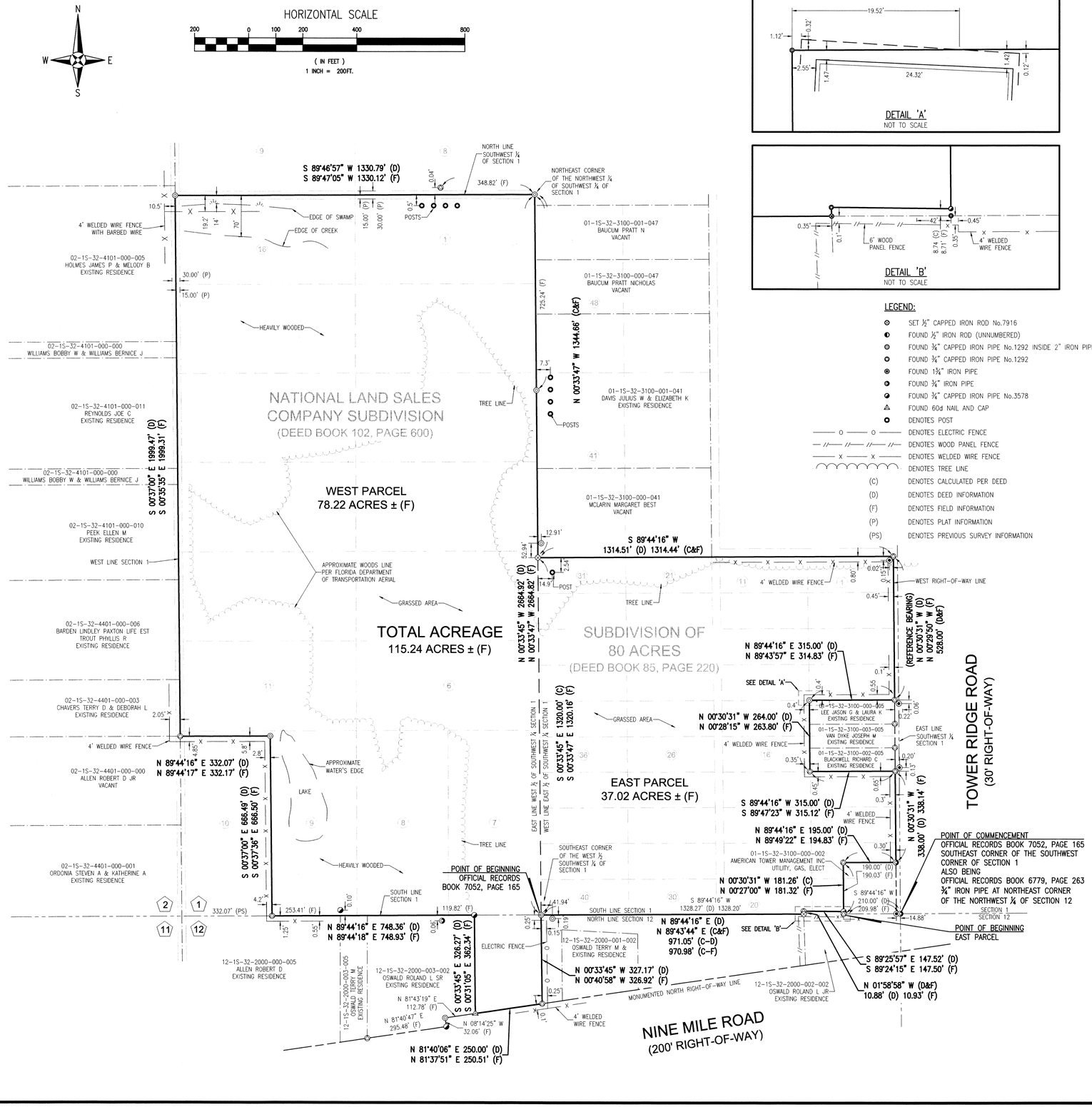
   Shirley Mitchell

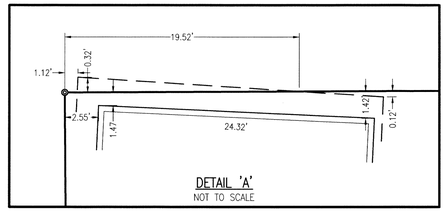
2. Recommendation: That the Board, at the 5:46 p.m. Public Hearing, approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Map Amendment (LSA 2014-03), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, amending the Future Land Use (FLU) Map designation to change the FLU category of a 115-acre two-parcel site on West Nine Mile Road from Rural Community (RC) to Mixed-Use Suburban (MU-S); at the June 3, 2014, Planning Board Meeting, the Planning Board recommended approving transmittal of the Map Amendment to DEO.

   Approved 3-0, with Commissioner Robertson absent and Commissioner May temporarily out of Board Chambers

   Speaker(s):

   Robert Allen, Jr.
   John H. Greene
   Theresa Blackwell
   Roland Oswald





DETAIL 'A'
NOT TO SCALE

DETAIL 'B'
NOT TO SCALE

LEGEND:

⊙	SET ½" CAPPED IRON ROD No.7916
◐	FOUND ½" IRON ROD (UNNUMBERED)
◎	FOUND ¾" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
○	FOUND ¾" CAPPED IRON PIPE No.1292
◉	FOUND 1¾" IRON PIPE
◕	FOUND ¾" IRON PIPE
◕	FOUND ¾" CAPPED IRON PIPE No.3578
⚠	FOUND 60d NAIL AND CAP
●	DENOTES POST
—— O —— O ——	DENOTES ELECTRIC FENCE
—//—//—//—//—	DENOTES WOOD PANEL FENCE
—— X —— X ——	DENOTES WELDED WIRE FENCE
	DENOTES TREE LINE
(C)	DENOTES CALCULATED PER DEED
(D)	DENOTES DEED INFORMATION
(F)	DENOTES FIELD INFORMATION
(P)	DENOTES PLAT INFORMATION
(PS)	DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)

COMMENCING AT A ¾" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 12, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. ¼ OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. ¼ OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ OF SAID SECTION; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST ½ OF THE S.W. ¼ AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES

COMMENCE AT A ¾" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ FOR A DISTANCE OF 1320.00 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)

COMMENCING AT A ¾" IRON PIPE AT THE S.E. CORNER OF THE S.W. ¼ OF SECTION 1, T-1-S, R-32-W., ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST ½ OF THE S.W. ¼ OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST ½ FOR 2664.92' TO AN IRON PIPE AT THE N.E. CORNER OF THE N.W. ¼ OF SAID S.W. ¼; THENCE S 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. ¼ FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1, THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF 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 AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL – 41.3 ACRES +/-) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
5. VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
6. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS – NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
7. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
10. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4/29/2014

BY: MARK A. NORRIS DATE
FLORIDA REGISTRATION No. 6211

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9401 Fax 850.438.0448
EB 0006957 LB 7916

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

OSWALD & McNAUGHTON PARCELS

A PORTION OF SECTION: 1, 12 TOWNSHIP: 1 SOUTH COUNTY: ESCAMBIA RANGE: 32 WEST STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2014.064
DRAWN BY: CBD
CH'CD BY: MAN
SCALE: 1" = 200'
F.B.: 14-03
PG.: 51-55
DATE: 4-29-2014

BOUNDARY SURVEY

PREPARED FOR: OLSON LAND PARTNERS
REQUESTED BY: ERICA FLOYD GCE

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2014\2014.064 GCE 117 AC SUBDIVISION\SURVEY\BOUNDARY SURVEY.DWG

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6693 **Growth Management Report** **10. 1.**
BCC Regular Meeting
Meeting Date: 09/25/2014
Issue: Street Name Approval - Eagles Landing
From: Horace Jones, Interim Department Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval for a Private Street Lying Between Rawson Lane and St. Benedict Avenue at Pensacola Christian College Campus - Horace Jones, Development Services Interim Director

That the Board approve the following street name "Eagles Landing", a private street lying between Rawson Lane and St. Benedict Avenue, situated in the Brent Community at the Pensacola Christian College Campus and lying in Commission District 4.

BACKGROUND:

Mr. Troy Shoemaker with Pensacola Christian College, 250 Brent Lane, Pensacola, Florida requested this street name petition for a private street at the Pensacola Christian College Campus lying within Commission District 4.

BUDGETARY IMPACT:

The cost of the street signs will be at the expense of Pensacola Christian College.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County Street Naming and Numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street Name Petition
Vicinity/Location Map

Escambia County Addressing
3363 West Park Place
Pensacola, FL 32505

STREET NAME PETITION

DATE SUBMITTED: April 16, 2014

The following Street names have been submitted for approval:

Eagles Landing Eyrie Lane _____

Streets are located in the area of: Rawson Lane, Airport Boulevard, and St. Benedict. Connecting existing private drive to a portion of St. Benedict that was vacated to Pensacola Christian College

ATTACH A MAP OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PROPERTY OWNER	ADDRESS	PHONE NUMBER
Pensacola Christian College	5600 Block of Rawson Lane, 5700 Block of St. Benedict	850-478-8496

Troy Shoemaker SIGN HERE

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): _____

NUMBER OF RESIDENTS: _____

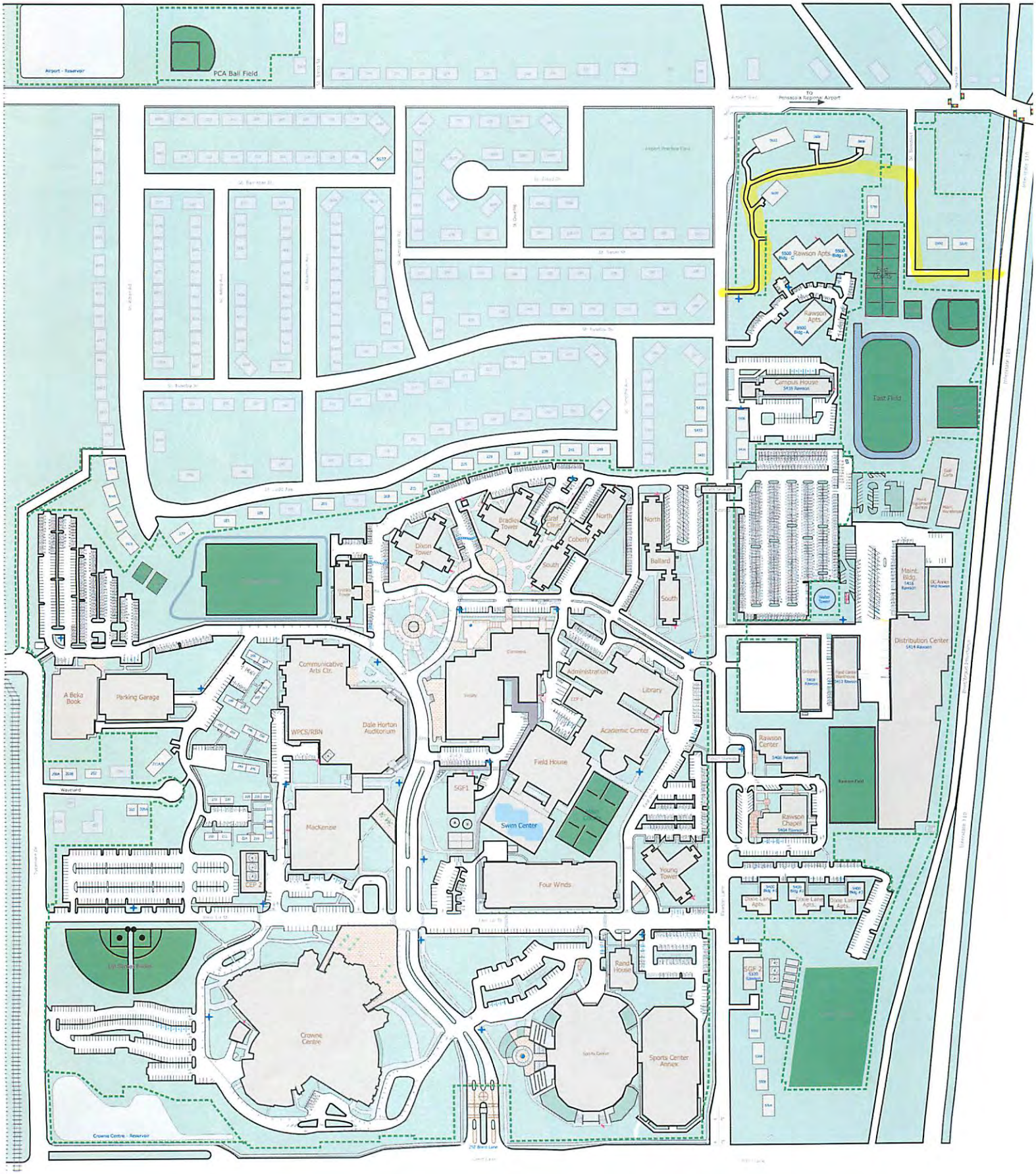
NUMBER OF RESIDENTS WHO SIGNED PETITION _____

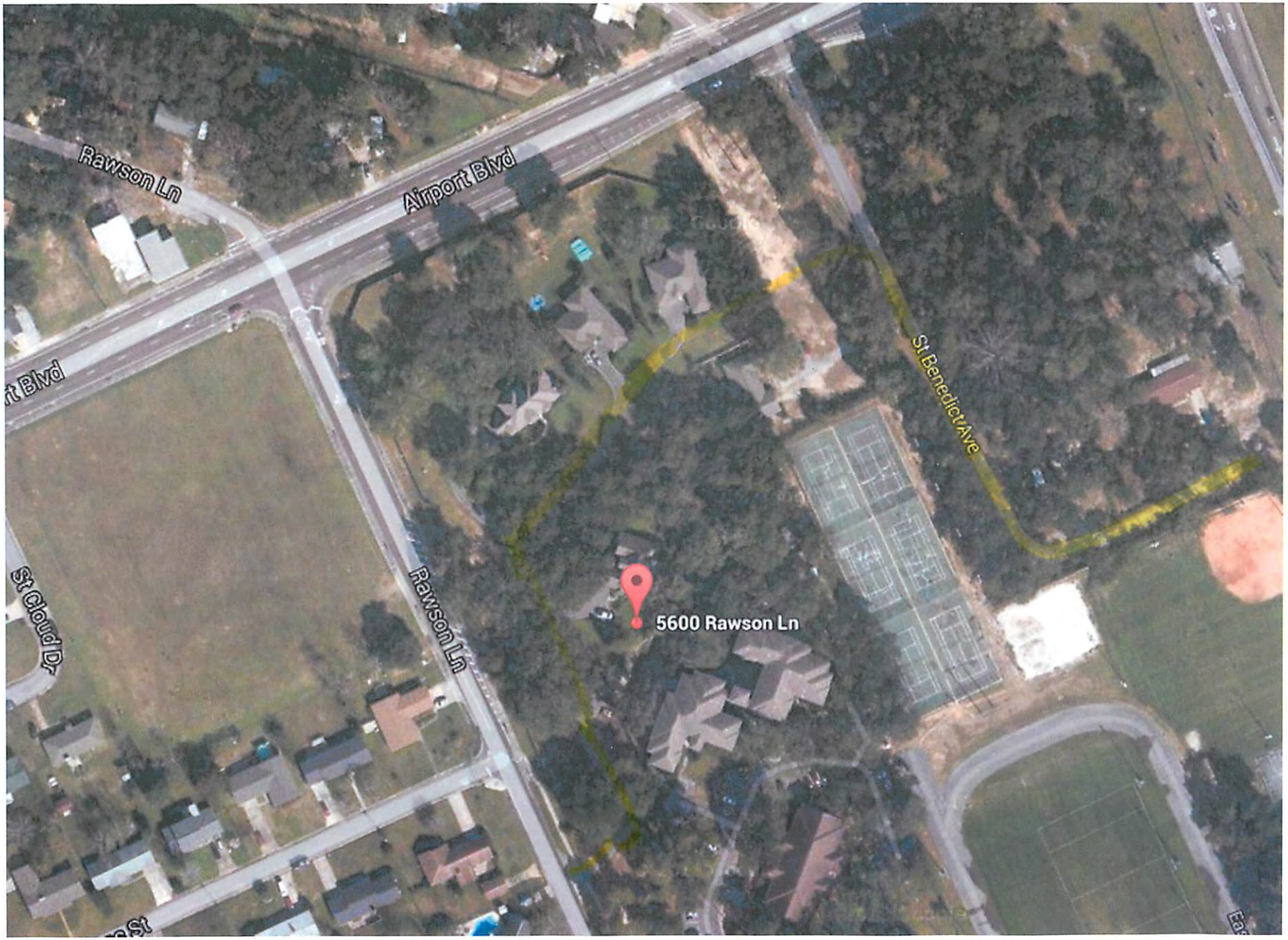
PERCENTAGE OF RESIDENTS WHO SIGNED PETITION _____

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 4

_____ Michael T. Wong _____

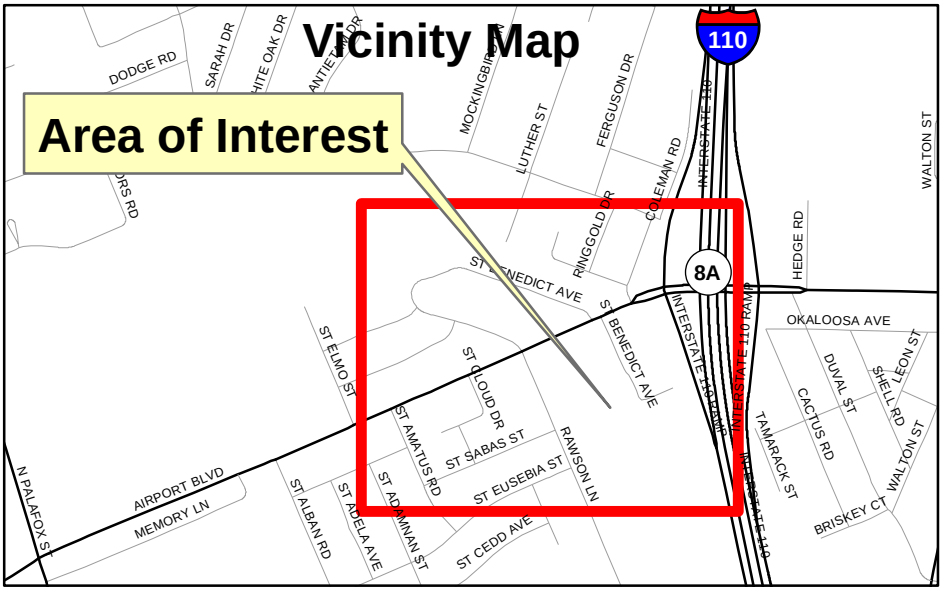
ADDRESS COORDINATOR 9-1-1 COORDINATOR DATE APPROVED


Airport - Reservoir
PCA Ball Field
TO Pensacola Regional Airport
Rawson Apts Bldg - C
Rawson Apts Bldg - B
Rawson Apts Bldg - A
Campus House
East Field
Dixon Tower
Bradley Tower
Coberly North
Coberly South
Ballard North
Ballard South
Maint. Bldg.
Water Tower
Distribution Center
A Beka Book
Parking Garage
Communicative Arts Ctr.
WPCS/RBN
Dale Horton Auditorium
Administration
Library
Academic Center
Field House
SGF1
Swim Center
Four Winds
Young Tower
Rawson Center
Rawson Chapel
Rawson Field
Mackenzie
Dixon Lane Apts.
Dale Lane Apts.
Rand House
SGF 2
Crowne Centre
Sports Center Annex
Crowne Centre - Reservoir
212 Bond Lane


Rawson Ln
Airport Blvd
St Benedict Ave
St Cloud Dr
Rawson Ln
5600 Rawson Ln

Pensacola Christian College Campus





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ESCAMBIA COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6752 **Growth Management Report** **10. 2.**

BCC Regular Meeting

Meeting Date: 09/25/2014

Issue: Street Name Approval - Mills Swamp House Road

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval for a Private Street Lying West of North Davis Highway and South of Escambia River at Mills Swamp House Marina and RV Park - Horace Jones, Development Services Interim Director

That the Board approve the following street name "Mills Swamp House Road", a private street lying west of North Davis Highway and south of Escambia River at Mills Swamp House Marina and RV Park, situated in the Ferry Pass and Scenic Hills Community, lying in Commission District 5.

BACKGROUND:

Michael W. Davis with Mills Swamp House Marina and RV Park, Pensacola, Florida requested this street name petition for a private street at Mills Swamp House Marina and RV Park lying within Commission District 5.

BUDGETARY IMPACT:

The cost of the street signs and post will be at the expense of the Mills Swamp House Marina and RV Park owners.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplised by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The street is being named pursuant to the Escambia County Street Naming and Numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Street Name Petition
Vicinity/Location Map

Attention: Rick Geiberger
Escambia County Addressing
3363 West Park Place
Pensacola, FL 32505

STREET NAME PETITION

DATE SUBMITTED: _____

The following Street names have been submitted for approval:

Mills Swamphouse Rd. _____

Streets are located in the area of: 10421 N. Davis Hwy
Pensacola, FL 32514

ATTACH A MAP OF LOCATION:

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PROPERTY OWNER	ADDRESS	PHONE NUMBER
Tamara Mills	5748 Spartanburg Ln.	850-748-9828
Patricia Mills-Benjamin	9655 Beulah Rd	850-449-3535

Use back of form for additional signatures, addresses, and phone numbers.

(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplicates of any existing street names.

PREFERRED STREET NAME (S): _____

NUMBER OF RESIDENTS: _____

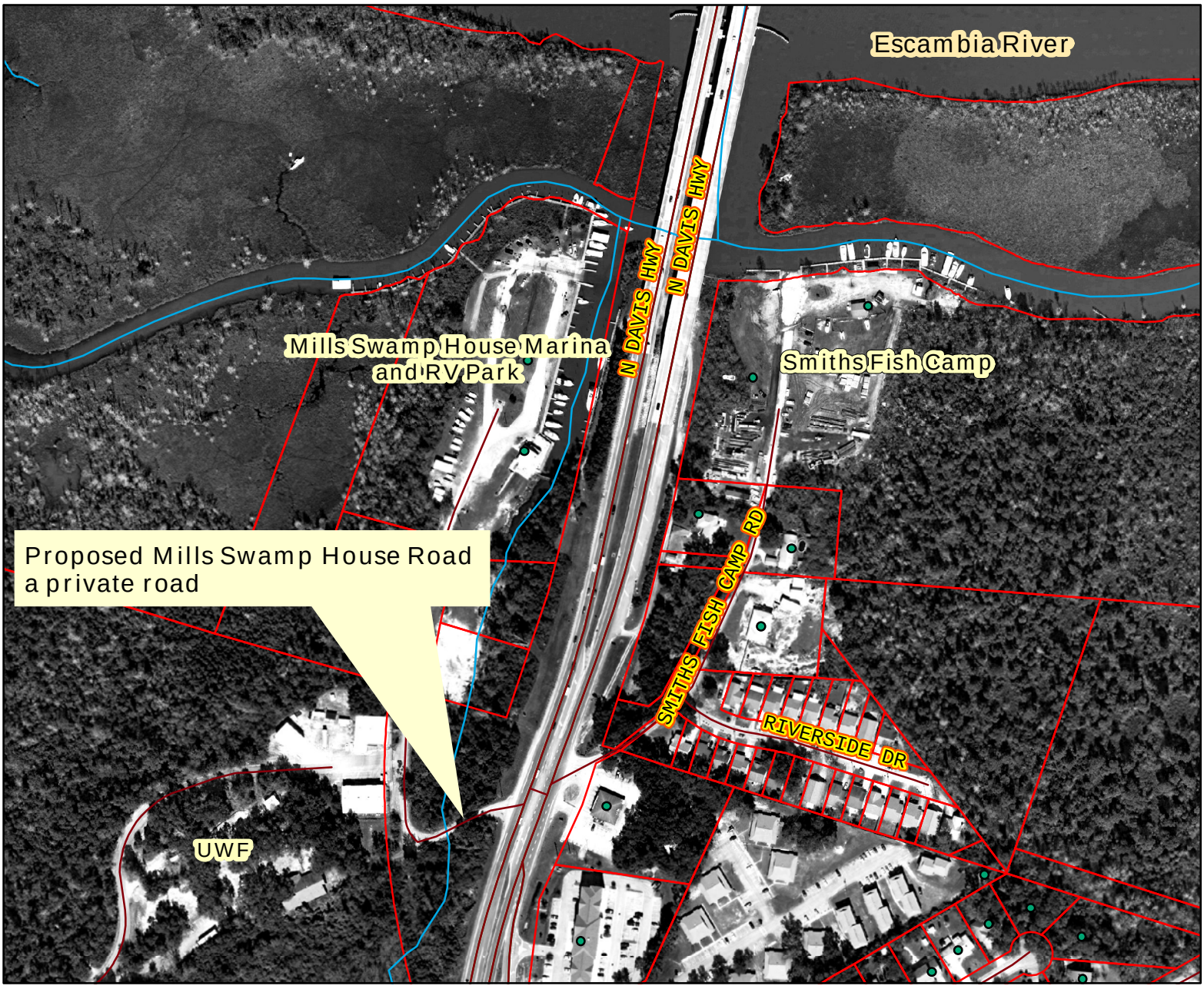
NUMBER OF RESIDENTS WHO SIGNED PETITION _____

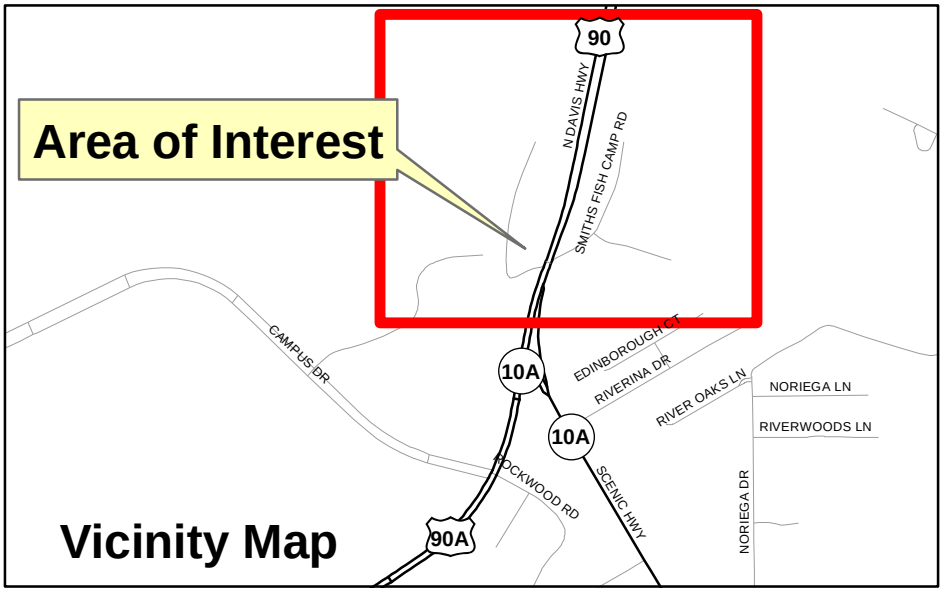
PERCENTAGE OF RESIDENTS WHO SIGNED PETITION _____

COMMISSION DISTRICT, IN WHICH STREET IS LOCATED _____

_____	M. Weeks	8/27/14
ADDRESS COORDINATOR	9-1-1 COORDINATOR	DATE APPROVED

Mills Swamp House Marina and RV Park









BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6738 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board approve the fourteen Request for Disposition of Property Forms for the Public Safety Department, indicating numerous items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

BACKGROUND:

During the months of July and August Escambia County Fire Rescue conducted the Annual Inventory as required by the Clerk of the Circuit Courts and Comptroller's office. This involved physically siting over 1,300 individual pieces of equipment and tools, located at 22 fire stations throughout the County. During this inventory it was deemed appropriate to remove numerous pieces of equipment from the inventory for the reasons stated on each form. Some equipment has been taken out of service due to age or breakdown and some has been traded in for new equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Disposition Forms for Public Safety

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	050468	Heat Pump AHU-365	L010878484	NFCP6000CT	2001	Out of service
N	049439	Copier	76604070	SF2025	2001	Out of service
N	501117	Winch	N/A	N/A	1991	Out of service
N	501795	Telephone system	N/A	816+	1995	Out of service
N	033240	Video Camera	60916844	5373	1987	Out of Service
N	038754	Monitor EKG	14558	LifePak 10	1992	Out of Service

Disposal Comments: The above listed equipment has been removed from service and is out of service. No residual value.

INFORMATION TECHNOLOGY (IT Technician): Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 8/25/14

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501432	Ram Extraction 60"	64325B	60257R043	1992	Traded
N	501755	Cutter	81875	JL-150	1995	Traded
N	502000	Copier	31747813	1083	1998	unusable
N	502030	Lightbar	N/A	Smart vector	1999	N/A
N	033240	Camera Video	60916844	5373	1987	unusable
N	038754	Monitor EKG	14558	Life Pack 10	1992	unusable

Disposal Comments: 501432 & 501755 were traded for a discount on new tools. 502000 was sent to electronic recycling. 502030 was installed on a vehicle that was auctioned. 33240 was an old video camera and didn't work. 38754 was obsolete and couldn't be upgraded.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	048818	Printer laserjet	USBB363256	4050N	2000	unusable
N	058476	Rescue Manikin	N/A	N/A	2009	unusable
N	502083	Resuci-anne	N/A	N/A	1999	Unusable

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501292	Siren (on 1413)	N/A	Q Siren	1991	N/A
N	501293	Spreader	N/A	45100	1991	Traded
N	501294	Cutter	N/A	49300	1991	Traded
N	501296	Power Unit	342063	51206B104SL	1991	Traded
N	501430	Ram Extraction 30"	47729B	2057R044B	1992	Traded
N	501431	Ram Extraction 20"	64370B	30257R042B	1992	Traded

Disposal Comments: 501292 was on a vehicle that was auctioned. 501293,501294,501296,501430 &501431 were traded for discount on new tools.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 9/10/14

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	050757	Thermal Imaging Camera	TI14750	TI	2002	Unrepairable
N	053293	Ram 60" Amkus	04091649	AMK-60	2004	Traded
N	054161	Airbags 3 bag set	N/A	N/A	2005	Unusable
N	054162	Air bag master control set	N/A	N/A	2005	Unusable
N	054163	Air Bag	N/A	N/A	2005	Unusable
N	501226	Conversion Kit	N/A	JL32	1997	Traded

Disposal Comments: 50757 was sent to shop and is unrepairable. 53293 was traded for discount on new tools. 54161,54162 & 54163 removed from service due to end of safe service life. 501226 was traded for discount on new tools.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501702	Ladder 24 ft	75-03	Metal LAS BHM9	1994	N/A
N	501710	Blower 19" 4 Blade	N/A	DS-3P4	1994	Poor
N	501875	Maverick Tool	88323	L-16	1996	Traded
N	501990	Power Unit	GC02-3656506/	BF-5-124233-4W	1996	Traded
N	038756	Monitor EKG	14560	Life Pak	1992	Unusable
N	049986	Microbolometer	10316	MX	2001	Unrepairable

Disposal Comments: 501702 was a ladder on a truck that was auctioned off. 501710 was removed from service due to age. 501875 &501990 Were traded for discount on new tools. 038756 was removed from service cannot be upgrade, 49986 is unrepairable.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501959	Saw 16"	5500209	CE-670	1997	Poor
N	501960	Saw 16"	5500147	CE-670	1997	Poor
N	032770	Truck Pumper ENG 413	1GDL7D1E5EV532313	Pro I 84	1984	N/A
N	035290	Generator	N/A	EG5000X	1988	Poor
N	051651	Hydraulic Hose Reel	N/A	N/A	2003	N/A
N	501370	Building Aluminum	Storage	12'X16'	1992	Demolished

Disposal Comments: 501959 & 501960 were removed from service due to age. 32770 was sold.
35290 removed from service due to age. 51651 was installed on a vehicle that has been auctioned. 501370 was demolished.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501608	Air Bag System, Low Pressure	N/A	3 Chamber	1994	Unusable
N	501613	Air Bag System, Low Pressure	N/A	2 Cell	1994	Unusable
N	502117	Air Bag Set/ High Pressure	N/A	HD2	2000	Unusable
N	501686	Ziamatic Ladder Lift	N/A	LAS77503	1994	N/A
N	501748	Power Unit Portable	3000658	363R264	1995	Traded
N	502129	Power Unit Electric	06900H	4 HP220 Volts	2000	Traded

Disposal Comments: 501608,501613 & 502117 were removed from service due to end of 10 year safe service life. 501686 was installed on a vehicle that was sold. 501748 & 502129 were traded for discount on new tools.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	032623	Truck Fire Aerial #7	1F9ABAA89G103746	86	1986	Poor
N	032847	Ram 30"	36306	30JL30A/Rams	1986	Traded
N	032848	Ram 60"	36411	36JL60A/Rams	1986	Traded
N	035163	Ram 20"	42854	JL20A/Rams	1988	Traded
N	501354	Paladin Tool	911956	JL-16B	1992	Traded
N	501161	Generator 5000 Watt	1042838	EM50005SX	1991	N/A

Disposal Comments: 32623 Is out of service. Ferry Pass VFD holds the title. 501161 was installed on a truck that has been sold. 32847,32848,35163 & 501354 were traded for a discount on new tools.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finanec Signature of Reccipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502085	Entertainment Center	N/A	N/A	1999	Poor
N	057550	MSA Air pack	AB092952	3000 PSIG	2008	Missing
N	057565	MSA Air Pack	AB100118	3000 PSIG	2008	Missing
N	057566	MSA Air Pack	AB095476	3000 PSIG	2008	Missing
N	057661	MSA Air Pack	AB094376	3000 PSIG	2008	Missing
N	057674	MSA Air Pack	AB094298	3000 PSIG	2008	Missing

Disposal Comments: 502085 is an old cabinet that isn't used anymore and should not be on the inventory.

57550,57565,57566,57661 & 57674 could not be located and also were not flow tested. It can be assumed that they are missing.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date: 9/10/14

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	500856	Rescue Tool	54763B	JL-20RAM	1990	Traded
N	501497	Cutter Rescue	N/A	362R171	1993	Traded
N	502006	Power Unit	E004811	363R264	1998	Traded
N	502089	Extrication Tool	105517	ML-16s	1999	Traded
N	501165	Generator	1042836	EM5000SXA	1991	N/A
N	501866	Generator	377259	30RoZJ61	1996	Replaced

Disposal Comments: 500856,501497,502006 &502089 Were no longer being used and were traded in for discount on new tools. 501165 was installed on a fire truck which was auctioned. 501866 was replaced with a new generator when the addition was done.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

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_____ _____

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REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501148	Ladder 40'	3 Sec	ALP-030-39	1991	N/A
N	501281	Generator	N/A	EM50008XAHD	1991	N/A
N	502033	Lightbar	N/A	SVS4801	1999	Inoperable
N	038753	Monitor EKG	14557	Life Pak 10	1992	Obsolete
N	501386	Torch Arcair Cutting	N/A	Slice Pak	1950	Inoperable
N	501674	Monitor CO	N/A	3210LAP	1994	Inoperable

Disposal Comments: 501148 & 501281 were on old Ladder 19 which was auctioned. 502033 was removed/not working. 38753 is obsolete and can't be upgraded. 501386 & 501674 are inoperable and removed from service

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 9/10/14

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	059550	Lifepack 15 Defibrillator	40445668	LP-15	2012	Condemed
N	038752	Monitor EKG	14556	Life Pak 10	1992	Obsolete
N	053587	Rescue Sled	N/A	XPROTD	2004	Poor
N	054597	Hoist Exercise Equip	N/A	N/A	2005	Poor
N	054614	Treadmill	05-93319	TTZ700	2005	Poor
N	054631	Dumbbell Set	N/A	N/A	2005	Poor

Disposal Comments: 59550 was submerged on a call. 38752 is obsolete and can't be upgraded. 53587 is worn out from use. 54597,54614 & 54631 were severely corroded from salt air exposure in the engine bay at Perdido Key fire sta.

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: _____

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FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Adam J. Harrison DATE: 8/12/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	047343	PC Computer	H8NTW	P6350	1998	Obsolete

Disposal Comments: Sent to electronic recycling

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: 9 SEP 14 Information Technology Technician Signature: _____

Date: 9/10/14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver, Public Safety

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6827 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Request for Disposition of Property
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, Emergency Medical Services Division, for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 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 Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Disposal EMS Stretchers

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: 9/10/2014
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Trisha K Pohlmann Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56847	Stretcher	7057066	5640 Proflexx	2007	Good
Y	56848	Stretcher	7062951	5640 Proflexx	2007	Good
Y	56853	Stretcher	7062956	5640 Proflexx	2007	Good
Y	56856	Stretcher	7062959	5640 Proflexx	2007	Good
Y	56858	Stretcher	7063297	5640 Proflexx	2007	Good
Y	56860	Stretcher	7063299	5640 Proflexx	2007	Good
Y	56864	Stretcher	7063303	5640 Proflexx	2007	Good
Y	56865	Stretcher	7063304	5640 Proflexx	2007	Good

Disposal Comments: Property no longer serves useful function for EMS operations. Property to be disposed of for value, with proceeds credited to Fund 352.

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: _____

Date: 9/10/2014
FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:
TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

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: 9/10/2014
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Trisha K Pohlmann Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56866	Stretcher	7063711	5640 Proflexx	2007	Good
Y	56867	Stretcher	7063712	5640 Proflexx	2007	Good
Y	56868	Stretcher	7063713	5640 Proflexx	2007	Good
Y	56869	Stretcher	7063714	5640 Proflexx	2007	Good

Disposal Comments: Property no longer serves useful function for EMS operations. Property to be disposed of for value, with proceeds credited to Fund 352.

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:

Date: 9/10/2014
FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:
TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6780 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Disposition of Property
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the Request for Disposition of Property Form for the Information Technology Department, for all items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The listed items were not found during the Fiscal Year 2014 physical inventory of capital equipment.

BACKGROUND:

This policy and procedure is in accordance with Florida Statute 274.06.

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 Prooperty

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will return the signed Disposition to the Clerk of the Circuit Court.
The Clerk's Office will remove the equipment from the Information Technoloty Department's inventory.

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 9/3/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54189	Dell laptop computer		Latitude D510	2005	Lost
Y	54969	Dell desktop computer	BD3G0B1	Optiplex GX620	2006	Lost
Y	57321	Dell desktop computer	1JT87G1	Optiplex 755	2008	Lost
Y	60358	Dell laptop computer	C8W2LX1	Latitude E6230	2013	Stolen
Y	46378	HP laser-jet printer	USEF073908	4000N	1998	Lost
Y	58508	HP laser-jet printer	CNG8BDNSGM	M2727	2009	Lost

Disposal Comments: The above items were not found during the FY 2014 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory.

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 9/3/14 Information Technology Technician Signature:

Date: 9/3/14

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 9/25/14

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6806 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

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

That the Board approve the 14 Request for Disposition of Property Forms for the Public Works Department, indicating 58 items to be properly disposed of, which are described and listed on the Request Forms, with reason for disposition stated.

BACKGROUND:

The surplus property listed on the attached Requests for Disposition of Property Form has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Request for Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PW-ENGINEERING COST CENTER NO: 211101

RHELA RANSOM DATE: 08/05/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	051237-000	FLAT PANEL MONITOR	29C-DEHL	DELL ULTRA SHARP 200	10/22/02	UNUSABLE
N	051240-000	FLAT PANEL MONITOR	29C-OE6L	DELL ULTRA SHARP 200	10/22/02	UNUSABLE

Disposal Comments: JAMES DUNCAN & COLBY BROWN VERIFIED UNUSABLE & REPLACED BY TERESA CREEL

INFORMATION TECHNOLOGY (IT Technician): Teresa Creel

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

PROPERTY OF ESCAMBIA COUNTY, FLORIDA 51237

Date: 8/19/14 Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Works/Engineering COST CENTER NO: 210301

Rhela Ransom DATE: August 5, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	047117	LASERJET PRINTER	USMC055466	4000N	09/30/1998	FAIR/GOOD
Y	047118	LASERJET PRINTER	USB1023151	5000N	09/30/1998	FAIR/GOOD
N	N/A	Fax Machine	U60995E7J373163	Brother		FAIR/GOOD

Disposal Comments: Both printers are in working condition.

PROPERTY OF ESCAMBIA COUNTY, FLORIDA 47117

INFORMATION TECHNOLOGY (IT Technician): Teresa Creel
Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/9/14 Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PW - ENGINEERING COST CENTER NO: _____

Rhela Ranson DATE: 8.5.14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Rhela Ranson Phone No: 595.3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	49101	KIP PLOTTER	57000710S3	4000	2000	POOR
		Copier Digital Print System w/STD		K-57L		

Disposal Comments: Plotter no longer works.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

PROPERTY OF
ESCAMBIA COUNTY, FLORIDA
49101

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Transit COST CENTER NO: 360525 360527

Kevin Pitts DATE: 8/26/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	51868	COMPUTER OPTIPLEX	73RX221	GX260	2003	FLOODED
	53229	COMPUTER LAPTOP LATITUDE	3BWP751	100L	2004	FLOODED
	53648	COMPUTER OPTIPLEX	6M6QP61	SX280	2005	FLOODED
	54810	SERVER POWEREDGE	GNJRW81	830	2006	FLOODED
	56026	COMPUTER LAPTOP LATITUDE	64LG1D1	D520	2007	FLOODED
	56027	COMPUTER INTEL	J64WC1	E520	2007	FLOODED

Disposal Comments: Flood Damaged Will be taken to Recycle for Disposal

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

XXX Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: David Musselwhite 2014.09.03 08:09:21 -05'00'

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Transit COST CENTER NO: 360525 360527

Kevin Pitts DATE:

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	57849	COMPUTER OPTIPLEX		740	2008	FLOODED
	57850	COMPUTER OPTIPLEX		740	2008	FLOODED
	57851	COMPUTER OPTIPLEX		740	2008	FLOODEDM
	57879	MONITOR INTELTECH		3220L	2008	FLOODED
	58100	SERVER FILE POWEREDGE	SK34GH1	2900	2008	FLOODED

Disposal Comments: Flood Damaged Will take to Recycle for Disposal

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

XXX Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: David Musselwhite 2014.09.03 08:10:13 -05'00'

Date: 9-15-14

FROM: Escambia County Department Director (Signature):

Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 360525--360527--220205

KEVIN PITTS DATE: 08/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	26665	DESK SECRETARY			1981	FLOODED
	40778	COUNTER DOCUMENT		8612	1994	FLOODED
	47931	PROJECTOR OVERHEAD	96001129K	LT100	1999	FLOODED
	51201	DATA IMAGE RECORDER	C60344		2002	FLOODED
	57980	DESK			2008	FLOODED
	57981	DESK			2008	FLOODED

Disposal Comments: ALL OF THESE ITEMS WERE DAMAGED FROM FLOOD WATER

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 360525--360527--220205

KEVIN PITTS DATE: 08/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	58202	DESK AND HUTCH			2009	FLOODED
	58454-000	FAIRBOX DATA SYSTEM	2UA9310KST		2009	FLOODED
	58454-002	OPERATOR CONTROL UNIT SOFTWARE			2009	FLOODED
	59062	A/C POWERED SPEED SIGN		SP100	2011	FLOODED
	59063	A/C POWERED SPEED SIGN		SP100	2011	FLOODED
	59064	SOLAR POWERED SPEED SIGN			2011	FLOODED

Disposal Comments: ALL OF THESE ITEMS WERE DAMAGED FROM FLOOD WATER

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: 9 Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 360525--360527--220205

KEVIN PITTS DATE: 08/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	59065	SOLAR POWERED SPEED SIGN			2011	FLOODED
	61020	PLOTTER INKJET	AALD0404	IPF8400S		FLOODED

Disposal Comments: ALL OF THESE ITEMS WERE DAMAGED FROM FLOOD WATER

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): J. D. Blackmon

Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340513

KEVIN PITTS DATE: 8/25/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	044043	BUS	15GCA2116T1087116	GILLIG	1996	FLOODED
	044044	BUS	15GCA2118T1087117	GILLIG	1996	FLOODED

Disposal Comments: TO BE AUCTIONED FOR PARTS OR RECYCLED

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): [signature]

Director (Print Name): Joy D. Blackman, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 340506, 220211

KEVIN PITTS DATE: 8/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	55136	DVR	KBAAN5486	MARCH3108	2006	POOR
	55137	DVR	KBAAI0833	MARCH3108	2006	POOR
	55138	DVR	KBAAJ8968	MARCH3108	2006	POOR
	55139	DVR	KBAAN5469	MARCH3108	2006	POOR
	55397	DIGITAL SECURITYSYSTEM			2006	POOR
	55948	COOLING UNIT	1071143-005	PAC2K3635	2007	POOR

Disposal Comments: TO BE RECYCLED AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): [signature]

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 340506, 220211

KEVIN PITTS DATE: 8/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	58250	DOLPHIN BAR CODE SYSTEM	B1102291	7850	2009	POOR
	51866	DVR SURVEILLANCE		MOBILEVIEW	2003	POOR
	58294	GPS DEIVICE	30159		2008	POOR
	58300	GPS DEVICE	30464		2008	POOR
	58301	GPS DEVICE	30156		2008	POOR
	58302	GPS DEVICE	30441		2008	POOR

Disposal Comments: TO BE RECYCLED AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 340506, 220211

KEVIN PITTS DATE: 8/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	40782	3 SIDED BUS BOOTH			1994	POOR
	55132	DVR	KBAAN7531	MARCH3108	2006	POOR
	55133	DVR	KBAAF3525	MARCH 3108	2006	POOR
	55134	DVR	KBAAN7536	MARCH3108	2006	POOR
	55135	DVR	KBAAN6332	MARCH3108	2006	POOR

Disposal Comments: TO BE RECYCLED AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 340506, 220211

KEVIN PITTS DATE: 8/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	58303	GPS DEVICE	51299		2008	POOR
	58304	GPS DEVICE	30470		2008	POOR
	58305	GPS DEVICE	30472		2008	POOR
	58314	GPS DEVICE	30480		2008	POOR
	58315	GPS DEVICE	30167		2008	POOR
	58323	GPS DEVICE	30453		2008	POOR

Disposal Comments: TO BE RECYCLED AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): [signature]

Director (Print Name): Joy D Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA COUNTY TRANSIT COST CENTER NO: 340506

KEVIN PITTS DATE: 8/28/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	51858	DVR SURVEILLANCE		MOBILEVIEW	2003	POOR
	51859	DVR SURVEILLANCE		MOBILEVIEW	2003	POOR

Disposal Comments: TO BE RECYCLED AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9-15-14

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Jay D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6852 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Community Redevelopment Agency Meeting Minutes, August 21, 2014
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 21, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 21, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On August 21, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

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

CRA MINUTES - August 21, 2014

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
August 21, 2014
8:45 a.m.

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

Present:	Wilson Robertson, Commissioner
	Gene M. Valentino, Vice Chair
	Lumon J. May, Chair
	Steven L. Barry, Commissioner
Absent:	Grover Robinson, IV, Commissioner
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Larry Newsom, Assistant County Administrator
	Melanie Johnson, Administrative Assistant
	Clara Long, 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.

Motion made by Commissioner Steven L. Barry, Seconded by Vice Chair Gene M. Valentino

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 24, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 24, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Clara Long, CRA Division Manager.

Motion made by Commissioner Steven L. Barry, Seconded by Vice Chair Gene M. Valentino

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and William and Milda Allen, the owners of residential property located at 2319 West Desoto Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of $4,020, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Bernard J. Jacobs, the owner of residential property located at 107 Mandalay Drive, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Michael S. Kelly, the owner of residential property located at 312 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,727, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement and sanitary sewer connection; and

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

Motion made by Vice Chair Gene M. Valentino, Seconded by Commissioner Steven L. Barry Motion made by Commissioner Valentino, Seconded by Commissioner Barry to approve Recommendation #1 Items A 1-3 and Item B

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

2 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road- Keith Wilkins, Community & Environment Department Director

That the Board rescind the following Board's action of October 17, 2013, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $1,042, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Motion made by Commissioner Steven L. Barry, Seconded by Vice Chair Gene M. Valentino Motion made by Commissioner Valentino, Seconded by Commissioner Barry to Approve Recommendations #2 Item A and B

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

3 Recommendation Concerning the Cancellation of four Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	**Address**	**Amount**
Nancy McAllister	115 Rue Max Avenue	$1,037
Leslie Hope	12 Marine Drive	$1,019
Carl M. and Diana L. Manning	102 Jamison Street	$4,137
Kenneth and Laurie Peltier	625 Rue Max Avenue	$6,000

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

Motion made by Vice Chair Gene M. Valentino, Seconded by Commissioner Steven L. Barry Motion made by Commissioner Valentino, Seconded by Commissioner Barry to approve Recommendations #3 Item A and B

Vote: 4 - 0

Other: Commissioner Grover Robinson, IV (ABSENT)

IV. Discussion/Information Items

Commissioner Barry wants CRA to present a full outline on Reserve spending.
Commissioner May wants a Light it Up street light program initiated.

Adjournment.

Meeting was adjourned at 9:03 A.M.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6803 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Assignment of Agreement, PD 02-03.79 and PD 06-07.038
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Agreement PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 and PD 06-07.038, Brownsfield Services - Amy Lovoy, Management and Budget Services, Department Director

That the Board approve and authorize the Chairman to execute the Assignment of Agreement, providing for an administrative modification to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, and PD 06-07.038, Brownsfield Services between Escambia County, Florida, and TBE Group, Inc., D/B/A Cardno TBE, changing the name to Cardno, Inc.

BACKGROUND:

On July 19, 2007 the County approved a Contract with TBE Group, Inc. D/B/A Cardno TBE for PD 06-07.038, Brownsfield Services and on December 10, 2009 for PD 02-03.79, Professional Services as Governed by Florida Statute 287.055.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract Assignment prepared and approved by Assistant County Attorney, Kristin Hual.

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:

N/A

Attachments

Assignment of Agreement

ASSIGNMENT OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TBE GROUP INC. D/B/A CARDNO TBE TO CARDNO, INC.

THIS ASSIGNMENT WITH CONSENT ("Assignment") is made this __ day of September 2014, by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and TBE Group, Inc. d/b/a Cardno TBE (hereinafter referred to as the "Assignor"), and Cardno, Inc., a foreign for-profit corporation authorized to do business in the State of Florida, with a principal address of 380 Park Place Boulevard, Suite 300, Clearwater, Florida 33759 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about July 19, 2007, the County entered into an agreement for Brownsfields Services with Assignor (PD 06-07.038); and

WHEREAS, on or about December 10, 2009, the County entered into an agreement for Professional Services with Assignor (PD 02-03.79); and

WHEREAS, in order to facilitate operating efficiencies and consolidate the number of "Cardno" affiliated entities providing services, Assignor merged with and into Assignee, with Cardno, Inc. being the ultimate survivor of the merger; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Contracts to Assignee for such assignment; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Contracts.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Contracts are hereby assigned to Assignee, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Contracts shall become the right, duties and obligations of Assignee immediately upon this Assignment becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Contracts by Assignee, and to the release of Assignor from any further performance under the Contracts.

3. The Contracts and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contracts or in any instrument, document or consideration executed or delivered pursuant to the Contracts to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contracts, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/5/14

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

_____
Deputy Clerk

(Seal)

ASSIGNOR: TBE GROUP, INC. d/b/a CARDNO TBE

ATTEST: Corporate Secretary

_____

By: _____

[CORPORATE SEAL]

Date: _____

ASSIGNEE: CARDNO, INC.

ATTEST: Corporate Secretary

_____

By: _____

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6715 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Permission to Access Property
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request from Cameron-Cole, LLC, for Permission to Enter Property at 1700 West Leonard Street, Pensacola, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a request by Cameron-Cole, LLC, for permission to enter property at 1700 West Leonard Street, Pensacola, Florida (Escambia County Sheriff's Department)

A. Approve the Permission to Enter Property document, submitted by Cameron-Cole, LLC, for access to the fuel island and immediate vicinity, located at the Sheriff's Department, 1700 West Leonard Street, Pensacola, Florida;

B. Authorize the Chairman to sign the document; and

C. Authorize the Fuel Distribution Supervisor, Monty Musser, to sign necessary Affidavits, as set forth by Chapter 2013-41, Section 29, Laws of Florida.

[Funding: No direct budgetary impact at this time]

BACKGROUND:

The property at 1700 West Leonard Street, (the Sheriff's Department fuel island and surrounding area) has been on the Florida Department of Environmental Protection (FDEP) contaminated fuel site list for several years (FAC ID 17862821). Cameron-Cole, LLC, has entered or is entering into a contract with the FDEP to furnish, or caused to be furnished, labor, materials and services for the cleanup of the petroleum contamination at the referenced site. The State requires the site to be monitored periodically by a contracted company. Cameron-Cole, LLC, requests permission to enter the property for the purpose of conducting soil, surface, subsurface and groundwater investigations to determine contamination levels. They may collect waste soil and water samples and may remove, treat or dispose of contaminated soils and water. Cameron-Cole has filed necessary Certificate of Insurance with the Risk Management Department to fulfill required coverage.

BUDGETARY IMPACT:

No direct budgetary impact at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Permission to Enter Property document has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, a copy of the Permission to Enter Property document will be forwarded to Cameron-Cole, LLC.

Attachments

Permission to Enter Property

Owner Affidavit

RP Affidavit

PERMISSION TO ENTER PROPERTY

1. Grant of Access. Escambia County, a political subdivision of the State of Florida ("undersigned"), owner/operator representative, hereby gives permission to Cameron-Cole, LLC and its agents, representatives and contractors to enter the undersigned's property (the "property") located at Escambia County Sheriff's Department (FAC ID 178626821), 1700 West Leonard Street, Pensacola, Escambia County , Florida .

2. Purpose of Access. This permission is contemplated to be used for the following Environmental Investigation activities that may be performed on the property by Cameron-Cole, LLC, its agents, representatives or contractors:

   (a.*Obtaining access to areas where contamination may exist. b.Conducting soil, surface, sub-surface and groundwater investigations, including but not limited to entry by a drill rig vehicle, support vehicles, installing groundwater monitoring wells, using geophysical equipment, using an auger for collecting soil and sediment samples, logging existing wells, video taping, performing site sketches, taking photographs, and conducting similar activities for the purpose of determining contamination levels. c. Collecting waste, soil and water samples. d.Removing, treating and/or disposing of contaminated soils and water.*

   Access shall be limited to and from the fuel station (and the immediate vicinity) located north and east of the Escambia County Sheriff's Department Administration Building.

3. Means of Access. The undersigned agrees to provide Cameron-Cole with a means of safely entering the property and accessing the necessary areas within the property, including notifying and obtaining cooperation from occupants of the property, if other than the undersigned.

4. This Agreement shall expire after the Environmental Investigation activities have concluded or twenty-four (24) months from the date that the last party executes this document, whichever occurs first, unless sooner terminated at the will of the Owner.

5. Covenants of the Property Owner. Owner shall notify the Contractor prior to commencement of any construction or other site work that may damage or destroy any part of the monitoring well(s) installed at the Property so that the Contractor has an opportunity to take necessary actions to remove, protect, properly abandon and/or repair or replace the well(s), as applicable, at no cost to the Owner. Such actions are necessary to ensure that damaged wells or borings are not left to act as open conduits that may spread contamination from all sources and violate well permits.

6. No Admission of Liability. The granting of this permission by the undersigned is not intended, nor should it be construed as, an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

7. Time of Entry. Cameron-Cole, its agents, representatives or contractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement upon consent of the undersigned.

8. Conditions of Access. Cameron-Cole acknowledges that the access is granted hereunder with the understanding that Cameron-Cole, its officers, agents, employees and subcontractors agree to not unreasonably interfere with the undersigned's operations on the property and agree to comply with the undersigned's safety rules and procedures, provided that such rules and procedures are provided to Cameron-Cole in writing within five (5) days of execution of this Agreement. The undersigned will, at its sole option and expense, be entitled to have a representative accompany Cameron-Cole, it officers, agents, employees and subcontractors during any such access.

9. Subsurface Utilities and Damages. Cameron-Cole will utilize a third party, non-agent utility locator company ("Utility Locator") to clear locations for soil borings and wells. However, the Property Owner agrees to fully cooperate with Cameron-Cole and the Utility Locator to indicate the presence of subsurface utilities and other structures of which the Property Owner has or should have knowledge. Should subsurface utilities be damaged as a result of Cameron-Cole's negligent performance of the work, Cameron-Cole shall promptly repair the damaged utilities at their expense.

10. Indemnification. Cameron-Cole will defend (with counsel reasonably acceptable to Owner) and indemnify Owner, its directors, officers, employees, agents and representatives ("Owner's Representatives"), against any and all judgments, penalties, fines, claims, liabilities, demands, actions, causes of action, reasonable costs, reasonable damages and expenses, including, without limitation, court costs and reasonable attorneys' fees for personal injury, death or property loss or damages ("Claims") to the extent caused by acts of Cameron-Cole, its officers, agents, employees or subcontractors in conducting the Environmental Investigation or to the extent arising out of or related to Cameron-Cole's access to the property, except to the extent such liabilities or damages are a result of Owner's or Owner's Representatives' negligence or willful misconduct. Notwithstanding the preceding language, Cameron-Cole's liability for damages under this section, whether in law or equity, shall not exceed the scope and amount of insurance required under this Agreement. While this Agreement is in effect, Cameron-Cole shall procure and maintain the insurance coverage described in the attached Exhibit A.

11. No Interest in Property. Cameron-Cole expressly agrees that it does not and will not claim, at any time, any interest or estate of any kind or extent whatsoever in the property, by virtue of rights granted under this Agreement or its occupants or use under this Agreement.

12. Fees and Costs. In the event litigation arising out of this Agreement is initiated by either party, each party shall be responsible for its own attorney's fees and costs.

13. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and will not be used to explain, modify, simplify or aid in the interpretation of this Agreement.

14. Severability. The invalidity or illegality of any provision of this Agreement will not render any other provisions of it unenforceable, invalid or illegal.

15. Amendment. This Agreement may not be effectively changed, modified, altered or terminated without the written consent of each of the parties hereto.

16. Governing Law. This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the law of the State of Florida, notwithstanding any Florida conflict of laws provision to the contrary.

17. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties with respect to the subject matter hereof.

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

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Date: _____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Sept. 17, 2014

Accepted by Cameron-Cole, LLC by the following authorized agent:

John Buchanan MANAGING MEMBER
Company Representative

8-13-14
Date

EXHIBIT A

Insurance Requirements
The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims that 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 ensuring 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 coverage's 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 that 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 employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy

limit for disease, or a valid certificate of exemption issued by the State of Florida. 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 employer's 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 to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or completion of the project.

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.

Professional Liability
$1,000,000 per occurrence minimum limit.

Pollution/Environmental Impairment Liability
$1,000,000 per occurrence minimum limit.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing,

to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Purchasing
Office of Purchasing, 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, that 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.

Attachment G
Florida DEP - Petroleum Restoration Program

OWNER AFFIDAVIT

I, Monty Musser am Fuel Distribution Supervisor, of the Escambia County Board of County Commissioners, hereinafter referred to as the "Owner," which is the owner of real property for the petroleum contaminated site Escambia County Sheriff's Department (FAC ID 178626821), located at 1700 West Leonard Street, Pensacola, Escambia, Florida, hereby swear to the following under oath:

1. I am authorized to make the statements set forth in this affidavit on behalf of the Owner.

2. The Department of Environmental Protection has entered or is entering into a contract with Cameron-Cole, LLC (Cameron-Cole), hereinafter referred to as the "Contractor," to furnish or cause to be furnished labor, materials, and services for the cleanup of the petroleum contaminated site described above.

3. This affidavit is executed by the Owner in accordance with Chapter 2013-41, Section 29, Laws of Florida.

4. Owner has not solicited, offered, accepted, paid, or received any compensation, remuneration, or gift of any kind, directly or indirectly, in exchange for the designation or employment of the Contractor in connection with the cleanup of the petroleum contaminated site described above and in said contract.

By: _____ Date: _____

Monty Musser

---------- Notarization of Signature of Owner (required) ---------

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 ____, by Monty Musser.

_____.

(NOTARY SEAL)

_____.

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Attachment F
Florida DEP - Petroleum Restoration Program

RESPONSIBLE PARTY AFFIDAVIT

I, Monty Musser am Fuel Distribution Supervisor, of the Escambia County Board of County Commissioners, hereinafter referred to as the "Responsible Party," which is the person responsible for site rehabilitation for the petroleum contaminated site Escambia County Sheriff's Department (FAC ID 178626821) located at 1700 West Leonard Street, Pensacola, Escambia, Florida, hereby swear to the following under oath:

1. I am authorized to make the statements set forth in this affidavit on behalf of the Responsible Party.

2. The Department of Environmental Protection has entered or is entering into a contract with Cameron-Cole, LLC (Cameron-Cole), hereinafter referred to as the "Contractor," to furnish or cause to be furnished labor, materials, and services for the cleanup of the petroleum contaminated site described above.

3. This affidavit is executed by the Responsible Party in accordance with Chapter 2013-41, Section 29, Laws of Florida.

4. Responsible Party has not solicited, offered, accepted, paid, or received any compensation, remuneration, or gift of any kind, directly or indirectly, in exchange for the designation or employment of the Contractor in connection with the cleanup of the petroleum contaminated site described above and in said contract.

By:_____ Date:_____

Monty Musser

---------- Notarization of Signature of Responsible Party (required) ---------

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 ____, by __
Monty Musser,

_____.

(NOTARY SEAL)

_____.

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6830 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Reappointments to the BID Inspections Fund Advisory Board (IFAB)
From: Donald R. Mayo, Interim Building Official
Organization: Building Inspections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the BID Inspections Fund Advisory Board - Donald R. Mayo, Interim Building Official/Department Director

That the Board take the following action concerning the reappointments to the Building Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures; and

B. Reappoint the following two members for a three-year term, effective October 1, 2014, through September 30, 2017;

1. Bob Price, Jr., Builder, Bob Price, Jr., Builder, Inc.; and

2. William L. Merrill, P.E., Professional Engineer.

BACKGROUND:

The BID Inspections Fund Advisory Board (IFAB) is governed under the Escambia County Code of Ordinances, Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individual to be submitted by the Home Builders Association of West Florida. Members serve three year terms and may be re-appointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The BID Inspections Fund Advisory Board shall meet a least quarterly in accordance with the requirements of Floria's Government in the Sunshine Law with the Building Official, to review compliance and make recommendations on the Department's budget, service fees and costs, and other related financial matters.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

HBA Recommendation

Bob Price-Resume

William Merrill-Resume

From:	David Peaden
To:	Glenda S. Garrett
Cc:	Donald R. Mayo; Kathy Peterson; Becky White
Subject:	RE: Escambia County Building Inspections Department ~ Inspection Advisory Board Fund (IFAB) ~ NOTICE OF MEMBER EXPIRATIONS
Date:	Monday, August 25, 2014 10:23:41 AM

Dear Glenda:

The Home Builders Association of West Florida would respectfully request that Bob Price, Jr. and William Merrill be re-appointed to the IFAB. Both individuals have confirmed that they would like to continue.

Sincerely,

David Peaden
Executive Director
Home Builders Association of West Florida
4400 Bayou Blvd., Suite 45
Pensacola, Florida 32503
850-476-0318

From: Glenda S. Garrett [mailto:gsgarret@co.escambia.fl.us]
Sent: Monday, August 25, 2014 10:05 AM
To: David Peaden
Cc: Donald R. Mayo; Kathy Peterson; Becky White
Subject: Escambia County Building Inspections Department ~ Inspection Advisory Board Fund (IFAB) ~ NOTICE OF MEMBER EXPIRATIONS
Importance: High

Good Morning, David:

Please be advised that the member terms of Bob Price, Jr. and William Merrill expire on September 30, 2014. As you are aware, the Escambia County Code of Ordinances, Section 46-286(f)(1), IFAB members shall be appointed by the Board of County Commissioners upon submission of the names of individuals who shall be engaged in the construction industry trades regulated by BID and also individuals who shall be either a licensed architect, professional engineer or other person engaged in construction lending and finance. Mr. Price represents the construction industry trades and Mr. Merrill represents the individual engaged as a Professional Engineer.

At this time, BID Staff needs direction from the HBA as to a recommendation to reappoint these two individuals or appoint two new members that represent these same construction industry trades/professions. These recommendations are required no later than Wednesday, September 10, 2014 in order for the Recommendation to Reappoint/Appoint the two (2) terms to come before the Board of County Commissioners at the Regular Meeting scheduled for September 25, 2014.

Should you have questions or require additional information, please do not hesitate to

contact me at the numbers below or by return email.

Thank you, in advance, for this opportunity to be of assistance to you.

sue

Sue Garrett
on behalf of
Donald R. Mayo, Building Official
Building Inspections Department
3363 West Park Place
Pensacola, FL 32505
Telephone No.: 850.554.2804
Facsimile No.: 850.595-3589
email: gsgarret@myescambia.com

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

BOBBY B. PRICE JR., RGC, CRC
1323 Soaring Blvd. · Cantonment, FL 32533 · (850) 336-5509 · bjbuild1@cox.net

EXECUTIVE SUMMARY

Proven, successful, second-generation construction industry executive with 30 years' cumulative experience spanning all aspects of the business: from entry-level land clearing, framing, and trim; to corporate management, development, finance, strategy, and marketing.

PROFESSIONAL EXPERIENCE

Founder/CEO, Bob Price, Jr., Builder, Inc.
Pensacola, FL
1987 – Present

Established and continue to operate custom home building company based in northwest Florida and licensed in both Florida and Alabama, which has undertaken individual developments and a 78-unit multifamily complex up to $6 million in value, with peak annual revenue of $X million.

Personally responsible for all phases of executive management and oversight of:

- Cost estimation and budgeting;
- Management of corporate banking relationships;
- Maintenance of collegial relations with public oversight boards and regulatory bodies;
- Site preparation and development;
- Supply and logistics;
- Sales, marketing, and contract negotiation; and
- Management of subcontractors to insure timely completion.

Individual honors have included:

- Built the 1993 American Dream Home, for the Homebuilders Association of NW Florida;
- Past President (2006) and board member (since 1993) of Homebuilders Association of Northwest Florida;
- 2007 Homebuilders Association of Northwest Florida Builder of the Year, recognized for outstanding community service and dedication to the homebuilding industry;
- Appointed (2008) to Escambia County, FL Building Inspection Department Advisory Board;
- Appointed (2008) to Selection Committee for Escambia County, FL Chief Building Inspector
- Appointed (2009) to the Board of Adjustments for Escambia County, FL.

Press mentions and accolades:

- Contracting Business magazine, July 2003: Winner, 2002 Quality Home Comfort Award for new construction up to 4,001 square feet;
- Florida Home Builder Magazine, September 2003: Winner, 2002 Grand Aurora Energy award
- Pensacola News Journal, December 22, 2003, 'Money' Section: "Homebuilder Builds with Energy-Savings in Mind."
- Builder/Architect Magazine, May/June 2006: Featured article
- Florida Trend Magazine, December 2009: Feature on First EarthCents subdivision, a partnership with The Southern Company.

Co-Founder, Sweetwater Homes and Land, LLC
Pensacola, FL
2008-present
In partnership with The Southern Company, established an EarthCents home development company with the mission of providing high quality, energy efficient, and affordable homes to first-time buyers and others in Northwest Florida with a focus on lower utility bills, a long-term commitment to energy-efficiency, and conservation natural resources for future generations.

Bob Price Homes, Inc.
Pensacola, FL
1976 – 1986
Apprenticed under Bob Price, Sr. throughout school and college years, learning all aspects of the homebuilding business from a hands-on perspective. Performed all duties associated with the construction of a new home from site clearing and preparation; to clean-up, framing, and trim; to supervision and management of logistics.

EDUCATION

UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, Mississippi: Bachelor of Science, Construction Engineering, 1986

PROFESSIONAL DESIGNATIONS AND LICENSES

General Contractors license, Santa Rosa County, Florida, RG0053593
Residential Contractors license, State of Florida, CRC1328354
Residential Contractors license, Baldwin County, Alabama, 00610

REFERENCES

Available upon request

William L. Merrill, P.E.
4928 N. Davis Highway
Pensacola, Florida 32503
(850) 478-4923
William@mpses.com

Florida P.E. Registration No. 55876
Alabama P.E. Registration No. 23396

Summary of Qualifications:

- Design, permitting, contract administration of over thirty residential subdivisions including multiple developments with over 900 lots
- Multiple commercial site development projects including big-box shopping centers
- Storm water damage expert witness
- Roadway and bridge design
- Safety analysis of roadways and intersections
- Potable water system design
- Sanitary sewer system design (including lift station)
- Design of over 100 residential homes (structural wind load)
- Environmental design and permitting
- Permitting (FDEP, ADEM, FEMA, FDOT, NWFWMD, ALDOT, State Health Departments, Local Counties and Cities)
- Phase I environmental site assessments
- Marina and breakwater design and submerged land leases
- Public presentations on engineering and land use issues on behalf of clients

Experience:

Merrill Parker Shaw, Inc.: Pensacola Florida *March 2002*
Owner *Present*

As a part owner and the Principal Engineer for the firm, my responsibilities include managing a staff of engineers and engineering technicians; engineering design, master planning, coordination, review, inspection, permitting, rezoning requests, property vacation, future land use amendments and management of projects; contract administration; carrying out administration task such as staff hiring, raises, terminations and review of employees under my direction.

Northwest Florida Engineering and Surveying, Inc., Pensacola, Florida *March 1998*
Partner/Engineering Manager *March 2002*

Engineering Manager/Project Engineer

From July 2000 to March 2002, responsibilities as Engineering Manager included being the primary reviewer and engineer of record for the company; managing a staff of project engineers, planners, design engineers, engineering technicians, draftsmen and clerical personnel; making design decisions, staff hiring, raises, terminations and reviews; reporting to the Board of Directors for the engineering department's budgets, timeframes, quality and collections.

From April 1998 to July 2000, responsibilities as Project Engineer included working on various residential subdivisions and commercial developments, including design and permitting.

JWM Engineering Inc., Luverne, Alabama — *April 1997*
Design Engineer and Office Manager — *April 1998*

Responsibilities included engineering design of municipal projects such as street resurfacing, bridge replacement and storm water management; working as design engineer for several residential subdivisions and commercial site development projects; design and construction management of one pre-cast concrete bridge.

Crenshaw County Commission, Luverne, Alabama. — *January 1995*
Assistant County Engineer — *April 1997*

Responsibilities included working directly for the County Engineer as designer, inspector and project manager; permitting, drafting, engineering design, surveying, public meetings and contract administration; performing annual inspections of county bridges, erosion control projects; oversight of private contractors working on projects for the county; design and construction management of three pre-cast concrete bridges.

Education:

Auburn University; Auburn, Alabama
Degree: B.S. Civil Engineering in December 1994

Elective Course Work:
Storm Water Drainage Design
Geometric Design
Soil Stabilization
Reinforced Concrete Design Project

Continuing Education:
15+ hours/yr of continuing education
ALDOT Roadway Technician
Nuclear Safety School
ALDOT Certified Bridge Inspection School
Florida NPDES certified Inspector

Other:

- Registered Professional Engineer in Alabama and Florida
- Five years of part time experience with a construction company and one year part-time experience with a survey crew
- Qualified by the Escambia County Hearing Officer as an expert in the area of Land Development
- Home Builders of Northwest Florida, Government Affairs Member
- Past City of Gulf Breeze Development Review Board Member
- Current Santa Rosa County Planning Board Member (Past Chairman).

Personal:

- Married with two children
- Member Gulf Breeze United Methodist Church
- Gulf Breeze SERTOMA (Past Board Member)

References:

- Multiple references upon request (attorneys, government agency engineers, private engineers, government agency inspectors, developers and clients)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6851 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Town Hall Meeting for District 4
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Town Hall Meeting for District 4 Regarding the Local Option Sales Tax - Jack R. Brown, County Administrator

That the Board take the following action concerning the Town Hall Meeting for District 4 regarding the Local Option Sales Tax, to be held on Tuesday, October 28, 2014, from 6:00 p.m. until 8:00 p.m., at the Pensacola Beach Community Church, located at 918 Panferio Drive, Pensacola Beach, Florida:

A. Approve the Special Event Agreement with the Pensacola Beach Community Church;

B. Approve the Hold Harmless Agreement between Pensacola Beach Community Church and Escambia County; and

C. Authorize the Chairman or Vice Chairman to sign the Agreements.

BACKGROUND:

The Public Information Office will conduct a Town Hall Meeting for District 4 concerning the implementation of the Local Option Sales Tax. The Meeting will be held in Randle Hall at the Pensacola Beach Community Church on Tuesday, October 28, 2014, from 6:00 p.m. until 8:00 p.m.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Special Event Agreement and the Hold Harmless Agreement have been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreements

SPECIAL EVENT AGREEMENT
Pensacola Beach Community Church

918 Panferio Drive, Pensacola Beach, FL 32561
850-932-6628

Today's Date: September ___, 2014

Event Date: October 28, 2014

Event Fee:	**waived**
Deposit:	**N/A**
Balance Due:	**N/A**
Date Paid in Full:	**N/A**

Event Facilitator: Leslie Solymossy Cell: 850.936.2123

Special Event: **Use of Randle Hall for a public information meeting concerning the implementation of LOST, to be conducted by The Public Information Office on Tuesday, October 28, 2014 from 6:00 till 8:00 PM.**

The responsible party agrees to leave Randle Hall in its pre-setup condition after the meeting. The church will have available ice and tap water. Other minimal refreshment may be provided by the responsible party, but must be coordinated with the church event facilitator.

The church will provide 150 chairs centered on the raised stage area, a microphone for the raised stage area, and a microphone for the audience area.

Moving/removing furniture is not allowed unless approved by the Pastor or events facilitator.

Smoking/tobacco use is acceptable outside of Randle Hall and only where appropriate receptacles are provided. Those choosing to smoke outside will take care to dispose of butts and other debris properly.

Liquor is not allowed anywhere on The Beach Church premises. Consumption of beer, wine, and champagne is acceptable in Randle Hall only, and will not be served to nor consumed by any minors.

I accept FULL RESPONSIBILITY for and will abide with this agreement:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/10/14

Address: Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502
Phone: 850-595-4947

Use of Randle Hall as requested and agreed to above is hereby approved.

/S/
Leslie Solymossy
Event Facilitator

HOLD HARMLESS AGREEMENT
Pensacola Beach Community Church

918 Panferio Drive
Pensacola Beach, FL 32561
850-932-6628

This agreement is entered into this ___ day of September, 2014, by and between the Pensacola Beach Community Church (hereafter PBCC) and Escambia County, a political subdivision of the State of Florida (hereafter Licensee).

WHEREAS: PBCC is the owner of the building located at 918 Panferio Drive, Pensacola Beach, FL 32561, and

WHEREAS: Licensee desires to use a portion of such facility subject to the terms and conditions set forth in the **SPECIAL EVENT AGREEMENT.**

THEREFORE: in consideration of the mutual promises contained therein, the parties hereto agree as follows:

1. PBCC shall make available to the Licensee such portion of the facility identified in the aforementioned **SPECIAL EVENT AGREEMENT** on such date and times as so noted.

2. To the extent permitted by law and subject to the legal limits provided in §768.28, Florida Statutes, Licensee agrees to be fully responsible for any and all liability arising out of any negligent act or omission of Licensee in connection with Licensee's use of the above described premises, or the building of which the said premises are a part of, or the adjacent parking lots thereto. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by the Licensee to be sued by third parties in any matter arising out of this Agreement.

3. PBCC and Licensees agree that PBCC will not be responsible for any personal property left unattended prior to, during, or after the Special Event.

IN WITNESS THEREOF: the undersigned parties have executed this **AGREEMENT** as of the day and year first written above.

PENSACOLA BEACH COMMUNITY CHURCH:

/S/ Leslie Solymossy
Events Coordinator

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/10/14

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6868 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: District Four Appointment to the Mass Transit Advisory Committee
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a District 4 Appointment to the Escambia County Mass Transit Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Scott A. Remington to the Escambia County Mass Transit Advisory Committee (MTAC), replacing Theresa Inge, who resigned, as one of Commissioner Robinson's appointees, with an appointment term effective September 25, 2014, and running concurrently with Commissioner Robinson's term of office or at his discretion.

BACKGROUND:

One of the previous District Four representatives, Theresa Inge, has resigned her appointment. Scott A. Remington has expressed his interest in serving on the Escambia County Mass Transit Advisory Committee. Mr. Remington's Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

Attachments

Resume

SCOTT A. REMINGTON

Post Office Box 13010
Pensacola, Florida 32591-3010
Telephone: 850-434-9200 Fax: 850-432-7340
sremington@cphlaw.com

Professional

Clark, Partington, Hart. Larry, Bond & Stackhouse, Pensacola, Florida
Real Estate Litigtion, Commercial Litigation, Bankruptcy & Corporations
- *Attorney* *1997-2014*
-*President & Managing Partner* *2012-2014*

Real Estate Litigtion, Commercial Litigation, Bankruptcy & Corporations

Education

Florida State University College of Law, Tallahassee, Florida
-*Juris Doctorate*, 1997, with honors
- *Florida State University Law Review;* Member & Associate Editor, 1994-1997
- *Moot Court Appellate Advocacy Team*, Member, 1995-1997
- *Book Award*: Trial Practice, 1997
-*Phi Delta Phi, Academic Honor Society*

University of the South, Sewanee, Tennessee
-B.A. Religion, 1994
-Order of Gownsmen, Academic Honor Society
- Football Team, 1990 & 1991, Varsity Letter 1991

Professional Memberships

-American Bar Association (1997-present)
-The Florida Bar (1997 – present)
Member Real Property/Probate Section
Escambia-Santa Rosa Bar Association (1997-present)
Young Lawyers Section 1997-2002

Bankruptcy Bar Association Northern District of Florida (1997-present)
President, 2005,
Treasurer 2003-2004
Board Member 2003-2006

Community Involvement & Activities

Escambia County Area Transit Citizens Advisory Committee 2007-2008
Chairman

Episcopal Diocese of the Central Gulf Coast
Chancellor 2006-2014
Member Special Committee to Study the Future of the Diocese 2007-2008

University of the South, Sewanee, Tennessee
Board of Trustees 2008-2011
St. Christopher's Episcopal Church Child Care Center
Chairman, 2005
Board Member 2003-2005

Boy Scouts of America
Eagle Scout 1990
Eagle Scout Board of Review Participant 2004-2007

Leadership Florida Class XXXIII

Personal

Born, January 18, 1972, Pensacola Florida

Married to Amie M. Remington, Esq., General Counsel, *Landrum Human Resources*
Three Children, Virginia-14, Tom-9, and Harry-7

St. Christopher's Episcopal Church, Member
Vestry Member 2008-2011
EYC Leader 1997-1999

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6870 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Appointment to the West End Advisory Committee
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the West-End Advisory Committee - Jack R. Brown, County Administrator

That the Board confirm the appointment of Mr. Terrence William Brotherton to the West-End Advisory Committee, to replace Mr. Joe Ward, who resigned, with the term of appointment to begin September 25, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

BACKGROUND:

Mr. Brotherton has expressed the desire to serve on the West-end Advisory Committee; his Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective.

Attachments

Resume

Terrence William Brotherton, PMP
5704 Ono Ave.,
Pensacola, FL 32507

Home Phone: (850) 281-7170
E-Mail: twbroton@Gmail.com
Cleared at TS-SCI Level

Objective: Apply 30+ years of systems development and integration to vexing Escambia County problems. Retired Air Force LtCol with superior credentials, leadership ability, and communication skills.

Experience: Summary – As Principal Systems Integrator solved the most vexing National security problems by balancing user needs and available resources (time, dollars, talent). As Professor of Systems Engineering, at National Defense University taught senior DoD and Intelligence Agencies leaders how to make these trades to acquire the best operational systems. As Chief of the entire Air National Guard (160k members) Long Range and Strategic Planning, was able to meld the individual needs of 50 State Air Guard organizations and 4 territories into a force that maximized the effectiveness for the US Air Force while solving the individual State's or Territory's need, be it hurricane response, fire response, search and rescue and other regional needs.

Education:

Project Management Institute	Cert, Project Management Professional 2012
Defense Systems Management College	Cert, Program Management Course 1998
Information Resources Management College	Cert, Advanced Management Program 1992
Air Force Institute of Technology	MS, Systems Management 1985
Florida State University	BS, Business Admin (Mgmt Info Sys), 1976

Experience: Specific: LMCO/The SI Org **Systems Engineering Principal, P625 5/06-2012/10** Lead System Engineer with extensive experience to solve the customer's hardest technical trades and systems integration. Performs technical planning, system integration, cost and risk, and supportability and effectiveness analyses for total systems. Excellent interpersonal and teamwork skills used to directly work with the customer's management and lead engineers. Analyses are performed at all levels of total system product to include: concept, design, build, test, installation, operation, maintenance and disposal. Ensures logical and systematic conversion of customer requirements into total systems solutions that acknowledge technical, schedule, and cost constraints. Performs functional analysis, timeline analysis, detail trade studies, requirements and interface definition studies to translate customer requirements into specifications.
Systems Engineering Principal GeoScout SI, 5/05-5/06 – Left to use recently granted *clearance*. Performed technical planning, system integration, verification and validation, cost and risk, and supportability and effectiveness analyses for total systems. As Architecture Trades and Analysis Skill Center Manager, I am involved with the whole lifecycle of attaining the proper talent for the National System of GeoSpatial-Intelligence (NSG) Systems Integrator: from authoring requisitions, reviewing resumes, making hire recommendation, conducting Organizational Conflict of Interest training and post employment OCI adjudication. As Study Lead for Standards Based Federated Alternative study for access to all NSG data holdings, after regular interface with senior NGA leadership, study recommendation is projected to save the government over $30M. Crafted Certification and Accreditation study methodology and study results.
Senior Staff Systems Engineer, ACACIA Systems Engineering (12/03-5/05) Provide System Integration and Enterprise Engineering support to the prime and FBI government customer in order to successfully integrate several FBI development contracts. Upgrades include Data Warehousing, multi-agency information sharing and implementing Enterprise Architecture. Identify program schedule and resource disconnects and solutions. Author key PM documents including the FBI's IT modernization ConOps.
VOYAGER Interface SETA (11/02)- Systems Engineering and Technical Assistance (SETA) program management support to Joint Agency/Military customer. Specific responsibilities include acquisition management, process management, contract solicitation and administering the acquisition of critical core customer systems. VOYAGER Interface SETA support ensuring critical Core Customer systems exchange data correctly to support warfighting missions.
NATSIM Program Management SETA (10/00)- Responsible for simulation system contract financial evaluations and requirements management for NRO Customer. Represented program for COTR at Joint Federation requirements forums to ensure the capabilities of the core customer are appropriately included in the DoD-wide simulation system. Technical lead for the customer's follow-on simulation program. Assured the COTR that all financial and contractual provisions were in place to accurately model the customer's evolving

capability. Responsible for organizing and implementing the Program Office's Software Acquisition (SA) Capability Maturity Model (CMM) improvement analysis. Recognized by M&DS for key contribution to LMCO's initial iCMM level 5 evaluation

Chief, Long Range and Strategic Plans, ANG, LtCol, USAF, 1998-2000

Guided the Air National Guard's Integrated Planning Process to ensure programming and execution activities follow a coherent plan to support our federal, state and community missions. Aligned key planning, programming, and feedback processes of Federal, State, and Unit organizations.

- Guided the 106,000 person Air National Guard move into emerging missions and technologies.·
- Led multi-component IPT to increase ANG role in futuristic Reserve Component Employment Study -- Bomber, fighter, homeland defense and information technology (IT) missions transferred. ·
- Convinced ANG Director to model ANG within DoD and Joint Modeling and Simulations·
- ANG Advocate at Executive Flag-level DoD decision making and corporate planning forums· Tied loose confederation of 54 State and Territories corporate planners together through IT.

Major accomplishments: Represented ANG at Flag-level planning conference in which future Information Operations and Space missions and funding were transferred from the active Air Force to the ANG.

Deputy Director, Space and Missile Warning Ctr, AF (Electronic Sys Ctr), LtCol, USAF 04/97-08/98

- Led 600 people in support of the air and missile warning and space control C4 needs of CINCNORAD and USCINCSPACE.
- Guided completion of the $1.7B Cheyenne Mountain Upgrade and oversaw systems migrating second generation ADP to Third Generation.
- Guided 24-hour/7-day support with $65M budget. Change agent for CINCNORAD in apply all air defense, missile warning and space control mission upgrades
- Simultaneously provided legacy system support to all Cheyenne Mountain systems while upgrading these capabilities to user desires.
- Program Manager for initial Theater Ballistic Warning System program development.

Deputy Director, Communications, JTF , Armed Forces Inaugural Committee, LtCol, USAF 05/96-04/97

Led 104 Joint Service members in providing all '97 military inaugural communications and computer support· Provided over 1,000 telephone, radio, and computer solutions for over 3,000 Armed Forces users. Adapted and leveraged state-of-art civilian information infrastructure to support military requirements· Communications Program Manager controlling performance solution sets, timelines, and budgets. Program Manager for 200 node computer network, stand alone cellular telephone and 3 radio networks

Professor, Systems Management, National Defense University, LtCol, USAF 08/92-05/96

Created and taught emerging technologies lessons to Senior DoD Information Technology leaders.

* Program manager and technical expert responsible for NDU accredited software engineering curriculum
* Author of Information Warfare and Strategy Senior Service School sensor, space, and simulation curriculum
* Led ten senior professors from IRMC and DSMC in Software Acquisition curriculum development as Defense Acquisition University executive course program manager.

Major accomplishment: 1. Led as capture manager and program manager for three Software Acquisition Management courses for Defense Acquisition University. These courses were later cited by Under Secretary of Defense for Acquisition Reform as being pivotal to controlling the continuing significant management problems that have pledged development of weapon, command & control, and DoD business systems. 2. Co-authored Practical Software Measures – the parent document of LMCO's measurement program.

Previous Air Force Assignments Include:

- Air Force Test & Evaluation S/W Div Chief - Ensured $1.5B CSOC was effective and maintainable.
- Defense Information Systems Agency CMM Evaluation lead –Trained multiple teams and conducted numerous CMM pre-source selection software maturity evaluations
- National Military Command System Chief of Ballistic Missile Warning - responsible for ensuring the NCA/Joint Staff access to missile warning information at NMCC and the Alternate NMCC.
- TAC Command and control studies manager for diverse ways to effectively employ air power;
- Modeling and Simulation Team lead --- Developed aircrew debriefing tool used to illustrated actual aircraft vs simulated SAM engagements over the Nellis Range as well as led effort to transfer theater force-on-force model to the Army;
- S/W Space Defense Center team lead to controlling the National satellite surveillance network and ensuring the accuracy of the prime SLBM Early Warning sensor

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6877 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Support of "Project Phoenix" as an Economic Development Prospect
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Support of "Project Phoenix," an Economic Development Prospect - Jack R. Brown, County Administrator

That the Board take the following action to support “Project Phoenix” as an Economic Development Prospect:

A. Adopt a Resolution authorizing Escambia County to apply for and accept certain Grant awards from the State of Florida Economic Development Transportation Fund; and

B. Authorize the Chairman to execute the Resolution and all other required documents relating to the Grant application.

BACKGROUND:

“Project Phoenix” is an existing business in Escambia County, Florida, that is considering investment in Escambia County. This business is identified as a target industry. “Project Phoenix” will include significant investment to increase efficiency, support and enhance its workforce and strengthen its competitive position. Escambia County has identified a qualified transportation project in Escambia County that would assist “Project Phoenix” with it business expansion by eliminating certain transportation impediments and will further serve to encourage economic development in the Escambia County by providing favorable conditions for attracting and retaining valuable business enterprises.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Resolution was reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Greater Pensacola Chamber will coordinate.

Attachments

Project Phoenix Resolution

RESOLUTION NUMBER R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE ECONOMIC DEVELOPMENT TRANSPORTATION FUND PURSUANT TO §339.2821, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Phoenix is an existing company in Escambia County, Florida, that is considering investment in Escambia County to increase efficiencies, support and enhance its workforce and strengthen its competitive position; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, supports Project Phoenix and the proposed investment in Escambia County; and

WHEREAS, Escambia County has the authority to apply for and accept grant funding from the Economic Development Transportation Fund for qualified transportation projects pursuant to §339.2821, Florida Statutes; and

WHEREAS, Escambia County has identified a qualified transportation project in Escambia County that would assist Project Phoenix by eliminating certain transportation impediments and further serve to encourage economic development in the County by providing favorable conditions for attracting and retaining valuable business enterprises; and

WHEREAS, the Board of County Commissioners finds is in the best interest of the health, safety, and welfare of the citizens of Escambia County to apply for and accept grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project to facilitate the proposed expansion of economic development prospect Project Phoenix.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby supports economic development prospect Project Phoenix and the proposed expansion of its operation in Escambia County.

Section 3. That the Board of County Commissioners of Escambia County, Florida, hereby authorizes the submission of an application for grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project in Escambia County and further encourage economic development in the county.

Section 4. That the Chairman is hereby authorized to sign the application.

Section 5. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 25 day of September, 2014.

Approved as to form and legal sufficiency.

By/Title:

Date: 9/5/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6848 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Request for Disposition of Property
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

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

Property Disposal for Corrections

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290301; 290307; 290306; 290302; 290101; 290401

Melissa Snow DATE: 09/17/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Snow Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		See attached List				

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): David Musselwhite

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 09/17/14 Information Technology Technician Signature: Dale

Date: 09/17/14

FROM: Escambia County Department Director (Signature): Tammie Booker for Gordon Pike

Director (Print Name): Gordon Pike

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

Inventory	Asset ID	Description	Date Acquired	Description	Dept	Cost	Model	Serial Number
To be disposed BCC 9/25/14	048744-000	ISDN CONSOLE W/POWER SPLY	07/10/00		290301	1,656.24	226OD	22141
To be disposed BCC 9/25/14	052329-000	PRINTER	09/29/03	CHECK DIVERSION	290301	1,295.00	HP4200N	USBNM22137
To be disposed BCC 9/25/14	053981-000	RICOH LD122 COPIER	04/28/05	CHECK DIVERSION	540201	1,366.00	LD122SP	45801127
To be disposed BCC 9/25/14	054017-000	BREATH TESTER	05/06/05		290301	1,353.95		056061D
To be disposed BCC 9/25/14	054699-000	OPTIPLEX GX620 COMPUTER	02/23/06	SUE MAYO	290307	1,061.13	OPTIPLEX GX620	4L9W591
To be disposed BCC 9/25/14	055532-000	LATITUDE D520 LAPTOP COMPUTER	12/03/06	GREG GAY	290301	2,028.33	LATITUDE D520	CYH16C1
To be disposed BCC 9/25/14	055839-000	OPTIPLEX 745 COMPUTER	04/13/07		290301	1,048.00	OPTIPLEX 745	42XZSC1
To be disposed BCC 9/25/14	055841-000	OPTIPLEX 745 COMPUTER	04/13/07		290301	1,048.00	OPTIPLEX 745	92XZSC1
To be disposed BCC 9/25/14	057831-000	OPTIPLEX 755 COMPUTER	07/23/08	~~GWAN PRICE~~ ;Broken / Located Cob IT Room	290301	1,153.13	OPTIPLEX 755	4N3XNG1
To be disposed BCC 9/25/14	058166-000	LATITUDE D610 LAPTOP COMPUTER	10/01/08	SUSAN SLOAN	290301	1,848.97	LATITUDE D610	71BL3B1
To be disposed BCC 9/25/14	058168-000	LATITUDE D610 LAPTOP COMPUTER	10/01/08	ANGELA MEEKS	290301	1,848.96	LATITUDE D610	8B073B1
To be disposed BCC 9/25/14	058169-000	LATITUDE D610 LAPTOP COMPUTER	10/01/08	FRANCIS JOHNSON	290301	1,848.96	LATITUDE D610	8C073B1
To be disposed BCC 9/25/14	058386-000	OPTIPLEX 760 COMPUTER	09/28/09	PRISCILLA NEWTON	290301	1,106.46	OPTIPLEX 760	8WC7DK1
To be disposed BCC 9/25/14	054803-000	LANIER LD122 COPIER	02/21/06		290301	5,279.00	LD122SP DIGITAL COPIER	55600148
To be disposed BCC 9/25/14	055850-000	OPTIPLEX 745 COMPUTER	04/13/07	GUARD STATION	290301	1,048.00	OPTIPLEX 745	15XZSC1
To be disposed BCC 9/25/14	052083-000	OPTIPLEX SX260 COMPUTER	06/20/03		290301	1,418.00	SX260	C5QDZ21
To be disposed BCC 9/25/14	051170-000	PORTABLE ALCOHOL TEST	09/18/02		290306	1,916.50	INTOXILYZER 400	090305D
To be disposed BCC 9/25/14	052076-000	OPTIPLEX SX260 COMPUTER	06/20/03		290301	1,418.00	OPTIPLEX SX260	H4QDZ21
To be disposed BCC 9/25/14	057222-000	OPTIPLEX 755 COMPUTER	04/02/08	JENNIFER SHOEMO	290301	1,172.96	OPTIPLEX 755	4BC6VF1
To be disposed BCC 9/25/14	057842-000	INTOXILYZER 400 PA	06/12/08	PRE-TRIAL DIVERSION	290301	1,504.85	INTOXILYZER 400	072687D
To be disposed BCC 9/25/14	054703-000	OPTIPLEX GX620 COMPUTER	02/24/06	SPARE	290307	1,061.13	OPTIPLEX GX620	9L9W591
To be disposed BCC 9/25/14	053425-000	OPTIPLEX GX280 COMPUTER	10/26/04	PTD RECEPTION	290302	1,147.38	OPTIPLEX GX280	38WJX51
To be disposed BCC 9/25/14	053979-000	FAX	04/07/05		290301	1,366.00	LF416E	49600003
To be disposed BCC 9/25/14	044099-000	LASERJET PRINTER	06/28/96	PRE TRIAL RELEASE FD114	290306	1,168.40	LASERJET 4PLUS	USFC455743
To be disposed BCC 9/25/14	058161-000	LATITUDE D610 LAPTOP COMPUTER	10/01/08	MARIA TAYLOR	290101	1,848.97	LATITUDE D610	4J9L381
To be disposed BCC 9/25/14	058163-000	LATITUDE D610 LAPTOP COMPUTER	10/01/08	KATHLEEN ELLEDGE	290101	1,848.97	LATITUDE D610	5GX6381

TOTAL INVENTORY COST 37,163.35

"I certify to my participation, or the participation of my appointed representative, in the inventory of the **Community Corrections Department** and agree with results as noted on this document".

Department Property Custodian — Date 09/17/14

Department Director — Date 9/17/14

INFORMATION TECHNOLOGY (IT Technician):

Print Name DAVID MUSSELWHITE

Computer is Ready for Disposition

Information Technology Technician Signature: — Date

Inventory	Asset ID	Description	Date Aquired	Description	Department	Cost
D	ITF00103	AIR TANK	07/28/04		290401	1,258.00
D	ITF00104	AIR TANK	07/28/04		290401	1,258.00
D	ITF00105	AIR TANK	07/28/04		290401	1,258.00
D	ITF00082	CABNET WORK	03/23/04		290401	7,695.00
D	ITF00110	CAMERA, DAY/NIGHT	08/23/04		290401	2,319.00
D	ITF-00267	CAMERA, DAY/NIGHT	03/16/11		290401	2,049.52
D	ITF-00268	CAMERA, DAY/NIGHT	03/16/11		290401	2,049.52
D	ITF-00269	CAMERA, DAY/NIGHT	03/16/11		290401	2,049.52
D	ITF-00270	CAMERA, DAY/NIGHT	03/16/11		290401	2,049.52
D	ITF-00271	CAMERA, DAY/NIGHT	03/16/11		290401	2,049.52
D	ITF-00258	CAMERA, PAN & TILT W/MONITOR	01/19/11		290401	1,829.00
D	ITF-00166	CHAIR, DELUX SAFETY	02/09/06		290401	1,189.00
D	ITF-00167	CHAIR, DELUX SAFETY	02/09/06		290401	1,189.00
D	ITF-00257	CLASSIFICATION SOFTWASRE, UNLIMITED WOR	12/16/10		290401	33,420.00
D	ITF-00280	COMPRESSOR, AIRSTAR	09/23/11		290401	3,622.00
D	ITF00008	CROSS CUT SHREDDER	03/20/03		290401	1,284.44
D	ITF-00283	DEFIBRILLATOR, LIFEPAK 12	02/26/12		290401	6,525.00
D	ITF00070	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00071	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00072	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00073	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00074	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00075	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00076	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00077	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00078	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF00079	DEFIBULATOR	10/22/03		290401	1,939.85
D	ITF-00224	DIGITAL ECG MACHINE	06/29/09		290401	3,470.29
D	ITF-00292	DISHWASHER	05/30/12		290401	77,750.00
D	ITF00125	DRYER, CLOTHES	01/06/05		290401	7,285.00

D	ITF00126	DRYER, CLOTHES	01/06/05		290401	3,656.00
D	ITF00109	DRYER, GAS	08/26/04		290401	5,631.00
D	ITF-00021	DVX 160 DIGITAL RECORDER SYSTEM	07/02/03		290401	11,555.00
D	ITF00014	EMERGENCY RESTRAINT CHAIR	03/21/03		290401	1,150.00
D	ITF00015	EMERGENCY RESTRAINT CHAIR	03/21/03		290401	1,150.00
D	ITF-00175	FLOOR SCRUBBER	06/03/08		290401	3,288.55
D	ITF00001	FLOW TEST BENCH	02/06/03		290401	7,975.00
D	ITF00127	GREENHOUSE	02/16/05		290401	2,515.00
D	ITF00016	HOBART DISHWASHER	03/31/03		290401	52,917.60
D	061013 - 000	HOT FOOD SERVING COU	01/03/14		290406	1,175.19
D	061014 - 000	HOT FOOD SERVING COU	01/03/14		290406	1,175.19
D	ITF-00210	HOT FOOD TABLE	02/17/09		290401	1,413.75
D	ITF-00211	HOT FOOD TABLE	02/17/09		290401	1,413.75
D	ITF-00212	HOT FOOD TABLE	02/17/09		290401	1,413.75
D	ITF-00213	HOT FOOD TABLE	02/17/09		290401	1,413.75
D	ITF00122	ICE CUBE MACHINE	11/12/04		290401	1,318.00
D	ITF-00281	INDUSTRIAL STEAM CLEANER	01/24/12		290401	4,489.00
D	ITF-00158	INTERCOM SYSTEM	12/13/05		290401	20,885.00
D	ITF-00313	KIOSK	01/16/13		290401	2,140.00
D	ITF-00314	KIOSK	01/16/13		290401	2,140.00
D	ITF-00330	LIVESCAN STATION 4000	09/27/13		290401	28,180.00
D	ITF-00316	LOCKERS-3WIDE	01/25/13		290401	1,953.95
D	ITF-00317	LOCKERS-3WIDE	01/25/13		290401	1,213.95
D	ITF-00318	LOCKERS-3WIDE	01/25/13		290401	1,213.95
D	ITF00115	MACHINE, COMMERCIAL SEWING	12/02/04		290401	1,638.60
D	ITF-00248	METAL DETECTOR, WALK THROUGH	04/06/09		290401	4,079.99
D	ITF-00217	MIXER, FOOD	06/04/09		290401	14,200.00
D	ITF00290	MOBILE, HEATED FOOD CABINET	05/04/12		290401	1,495.00
D	ITF00291	MOBILE, HEATED FOOD CABINET	05/04/12		290401	1,495.00
D	ITF-00263	MONITOR, VITAL SIGNS	03/09/11		290401	1,304.80
D	ITF-00264	MONITOR, VITAL SIGNS	03/09/11		290401	1,304.80
D	ITF-00265	MONITOR, VITAL SIGNS	03/09/11		290401	1,304.80

D	ITF-00266	MONITOR, VITAL SIGNS	03/09/11		290401	1,304.80
D	ITF00002	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF00003	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF00004	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF00005	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF00006	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF00007	MSA WORK MASK W/CYLINDER	03/19/03		290401	1,368.98
D	ITF-00023	POWERSHREDER	07/03/03		290401	975.00
D	ITF00091	PROJECTOR, MULTIMEDIA	06/21/04		290401	899.74
D	ITF-00141	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00142	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00143	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00144	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00145	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00146	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00147	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00148	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00149	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00150	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00151	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00152	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00153	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00154	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00155	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00156	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF-00157	RADIO, PORTABLE	09/30/05		290401	1,012.58
D	ITF00054	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00055	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00056	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00057	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00058	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00059	REFLECTOR SYSTEM	01/08/04		290401	1,880.00

D	ITF00060	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00061	REFLECTOR SYSTEM	01/08/04		290401	1,880.00
D	ITF00062	REFLECTOR SYSTEM	01/08/04		290401	2,195.00
D	ITF00063	REFLECTOR SYSTEM	01/08/04		290401	2,195.00
D	ITF00064	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00065	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00066	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00067	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00068	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00069	REFLECTOR SYSTEM	01/08/04		290401	1,105.00
D	ITF00140	REFRIGERATOR	09/14/05		290401	2,199.95
D	ITF-00320	SCANNER	05/08/13		290401	6,107.22
D	ITF-00272	SCANNER WITH PAPERFLOW LITE SOFTWARE	03/28/11		290401	4,788.00
D	ITF-00284	SERVING COUNTER	04/10/12		290401	1,230.00
D	ITF-00285	SERVING COUNTER	04/10/12		290401	1,230.00
D	ITF00088	SHELF FILING SYSTEM	04/28/04		290401	3,431.91
D	ITF-00295	SPOT VITAL SIGNS MONITOR	07/24/12		290401	1,380.86
D	ITF-00172	STEAM CLEANER	02/08/08		290401	1,695.00
D	ITF-00216	STEAMER, COMMERCIAL	06/01/09		290401	1,995.00
D	ITF00129	TUMBER, DRYING	03/23/05		290401	8,250.00
D	ITF-00315	UPS BACKUP	01/18/13		290401	2,050.00
D	ITF-00231	VITAL SIGNS MONITOR	09/25/09		290401	2,075.00
D	ITF-00232	VITAL SIGNS MONITOR	09/25/09		290401	2,075.00
D	ITF-00233	VITAL SIGNS MONITOR	09/25/09		290401	2,075.00
D	ITF-00234	VITAL SIGNS MONITOR	09/25/09		290401	2,075.00
D	ITF-00235	VITAL SIGNS MONITOR	09/25/09		290401	2,075.00
D	060748 - 000	VULCAN VC44GD CONVEC	10/01/13	KITCHEN	290406	11,410.00
D	060749 - 000	VULCAN VC44GD CONVEC	10/01/13	KITCHEN	290406	11,410.00
D	ITF-00206	WARMING CABINET	02/06/09		290401	1,171.87
D	ITF-00207	WARMING CABINET	02/06/09		290401	1,171.87
D	ITF-00208	WARMING CABINET	02/06/09		290401	1,171.87
D	ITF-00209	WARMING CABINET	02/06/09		290401	1,171.87

D	ITF-00222	WASHER	06/23/09		290401	15,215.00
D	ITF-00215	WASHER, PRESSURE	05/13/09		290401	1,094.70
D	ITF-00274	WHEELCHAIR LIFT	05/20/11		290401	1,500.00
D	ITF 00023	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00024	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00025	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00026	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00027	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00028	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00029	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00030	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00031	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00032	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00033	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00034	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF 00035	COMPUTER SYSTEM	10/20/03		290401	1,092.00
D	ITF00009	COMPUTER SYSTEM	03/20/03		290401	1,353.00
D	ITF00036	COMPUTER SYSTEM	12/01/03		290401	1,172.00
D	ITF00083	COMPUTER SYSTEM	04/06/04		290401	1,288.00
D	ITF00084	COMPUTER SYSTEM	04/06/04		290401	1,288.00
D	ITF00093	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00094	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00095	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00096	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00097	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00098	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00099	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00100	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00101	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00102	COMPUTER SYSTEM	07/09/04		290401	1,225.00
D	ITF00037	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00038	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00

D	ITF00039	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00040	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00041	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00042	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00043	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00044	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00045	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00046	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00047	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00048	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00049	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00050	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00051	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00052	COMPUTER SYSTEM, ALL-IN-ONE	12/10/03		290401	1,497.00
D	ITF00080	COMPUTER SYSTEM, ALL-IN-ONE	01/20/04		290401	1,600.00
D	ITF-00310	COMPUTER, DESKTOP	12/20/12		290401	999.93
D	ITF-00311	COMPUTER, DESKTOP	12/20/12		290401	999.93
D	ITF-00312	COMPUTER, DESKTOP	12/20/12		290401	999.93
D	ITF00106	COMPUTER, LAPTOP	08/17/04		290401	1,775.00
D	ITF00107	COMPUTER, LAPTOP	08/17/04		290401	1,775.00
D	ITF00108	COMPUTER, LAPTOP	08/17/04		290401	1,775.00
D	ITF00119	COMPUTER, LAPTOP	10/22/04		290401	1,775.00
D	ITF00139	COMPUTER, LAPTOP	07/18/05		290401	1,680.00
D	ITF-00253	COMPUTER, LAPTOP TABLET	10/29/10		290401	2,395.88
D	ITF-00254	COMPUTER, LAPTOP TABLET	10/29/10		290401	2,395.88
D	ITF-00255	COMPUTER, LAPTOP TABLET	10/29/10		290401	2,395.88
D	ITF-00256	COMPUTER, LAPTOP TABLET	10/29/10		290401	2,395.89
D	ITF-00294	COPIER, DIGITAL IMAGING SYSTEM	07/18/12		290401	3,185.00
D	ITF-00176	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00177	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00178	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00179	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00

D	ITF-00180	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00181	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00182	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00183	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00184	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00185	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00186	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00187	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00188	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00189	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00190	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00191	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00192	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00193	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00194	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	899.00
D	ITF-00195	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	3,068.00
D	ITF-00196	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	3,068.00
D	ITF-00197	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	3,068.00
D	ITF-00198	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	1,698.00
D	ITF-00199	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	1,398.00
D	ITF-00200	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	689.00
D	ITF-00201	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	689.00
D	ITF-00202	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	8,695.00
D	ITF-00203	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	10,865.00
D	ITF-00204	COPIER, MULTIFUNCTIONAL DEVICE	09/29/08		290401	8,600.00
D	ITF-00225	COPIER, MULTIFUNCTIONAL DEVICE	07/27/09		290401	15,527.00
D	ITF-00226	COPIER, MULTIFUNCTIONAL DEVICE	08/07/09		290401	5,775.00
D	060696 - 000	DOUBLE DEPOSITORY DR	10/01/13		290406	1,112.16
D	ITF-00085	LAPTOP COMPUTER	04/19/04		290401	1,771.00
D	ITF00130	LAPTOP COMPUTER	04/27/05		290401	1,587.80
D	ITF-00247	METAL DETECTOR, WALK THROUGH	04/06/09		290401	4,079.99
D	ITF-00293	MULTI FUNCTIONAL DEVICE	06/25/12		290401	1,078.00

D	ITF-00227	POWER SUPPLY	08/11/09		290401	1,049.93
D	ITF00081	PRINTER, COLOR	03/11/04		290401	1,257.75
D	ITF-00089	PRINTER, COLOR	05/13/04		290401	2,286.80
D	ITF00128	PRINTER, COLOR	03/17/05		290401	1,264.00
D	ITF-00238	PRINTER, COLOR	09/30/09		290401	1,919.00
D	ITF00090	PRINTER, LASER	05/17/04		290401	779.60
D	ITF-00168	PRINTER, LASER	12/26/07		290401	1,067.08
D	ITF-00159	PRINTER, LASER W/DUPLEXER	02/17/06		290401	1,208.02
D	ITF-00308	PRINTER, MULTIFUNCTIONAL	11/07/12		290401	2,655.00
D	ITF00228	SCANJET	09/14/09		290401	1,129.82
D	ITF00229	SCANJET	09/14/09		290401	1,129.82
D	ITF-00249	SCANNER, COLOR	12/15/09		290401	3,145.00
D	ITF-00252	STSTEM, TIME MONITOR	07/22/10		290401	1,975.00

TOTAL INVENTORY COST 706,279.69

"I certify to my participation, or the participation of my appointed representative, in the inventory of the **Corrections Department/Jail and Jail Medical** and agree with results as noted on this document".

Department Property Custodian — Date 09/17/14

Department Director — Date 9/17/14

INFORMATION TECHNOLOGY (IT Technician):

Print Name DAVID MUSSELWHITE

Computer is Ready for Disposition

Information Technology Technician Signature: — Date

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections/Road Prison COST CENTER NO: 290202

Charles Blake DATE: 09/17/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	050455	TOASTER	N/A	C-20VS	2001	BAD
N	051048	COMMERCIAL JUICER	432626	SANTOS MJ800	2002	BAD
N	054208	PORTABLE BAPTISTRY	N/A	N/A	2005	BAD
N	055060	HOBART EDGE SLICER	21-1003965	HOB-EDGE-1	2006	BAD
N	057848	TRU PHOTO SOLUTION	H33016	SP55	2008	BAD

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 09/17/14

FROM: Escambia County Department Director (Signature): Tammie Booker for Gordon Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections/Road Prison COST CENTER NO: 290202

Charles Blake DATE: 09/17/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles Blake Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	048126	VULCAN RANGE GRILL HD	N/A	60T	1999	BAD
N	048127	VULCAN RANGE GRILL HD	N/A	60T	1999	BAD
N	048140	VULCAN RANGE HD	N/A	GH45	1999	BAD
N	048200	FILTER SHORTING	MT 232	108-378	2000	BAD
N	048333	HOBART FREEZER	32-1082071	DAF2-14	2000	BAD
N	049014	POWERPOINT PROJECTOR	40H036569	DP6850	2000	BAD

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 09/17/14

FROM: Escambia County Department Director (Signature): Jammie Booker for Gordon Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections/Road Prison COST CENTER NO: 290202

Charles Blake DATE: 09/17/14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	042766	COPIER	56505105		1995	BAD
N	043260	TOASTER	3130319508	TK 100	1995	BAD
N	043742	30QT FOOD MIXER	26-64648EDP	F-30	1996	BAD
N	044170	LASERJET PRINTER	USHC015819	LASERJET 5N	1996	BAD
N	047295	HOBART 2 SECT. FRIG.	32-1070333	Q52-501	1999	BAD

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 09/17/14

FROM: Escambia County Department Director (Signature): Tammie Booker for Gordon Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6847 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Lease Agreement for the Westside Branch Library at Legion Field
From: Darlene Howell, Library Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement with the City of Pensacola for the Library at Legion Field - Darlene Howell, Library Administrator

That the Board take the following action concerning the Lease Agreement with the City of Pensacola, for the library at Legion Field:

A. Approve the Lease Agreement for Legion Field Neighborhood Resource Center Library between the City of Pensacola and Escambia County; and

B. Authorize the Chairman to sign the Lease Agreement.

BACKGROUND:

This Lease grants the County the right to use the Westside facility within Legion Field as a public library facility. The title to the building and improvements will remain with the City.

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

LEASE AGREEMENT FOR LEGION FIELD NEIGHBORHOOD
RESOURCE CENTER LIBRARY

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of _____ day of _____, 2014, by and between THE CITY OF PENSACOLA, a municipal corporation of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (the "Lessor") and the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida 32597-1591, its successors and assigns (the "Lessee").

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties hereto from this Lease, the mutual promises contained herein and other and good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree each with the other as follows:

I. STATEMENT OF PURPOSE

The execution of this Lease agreement is intended by the parties to foster and effectuate the provisions of that certain Interlocal Agreement Between Escambia County And The City of Pensacola Relating To The West Florida Public Library System, executed by the parties hereto and taking effect on October 1, 2013, by leasing the structure identified as the Legion Field Neighborhood Resource Center Library located at 1301 West Gregory Street, Pensacola, Florida, owned by the City of Pensacola, to the County of Escambia to serve as a library facility pursuant to the terms and conditions of the Interlocal Agreement.

II. PREMISES LEASED

Lessor hereby leases to Lessee, and the Lessee hereby leases from the Lessor, the real property described on Exhibit "A", attached hereto and made a part hereof by reference ("Leased Premises"), subject to the terms, provisions, and conditions of this Agreement. Lessor and Lessee acknowledge that both parties will need access to the telecommunications and mechanical facilities as necessary to service equipment contained therein and therefore both parties are granted access to these facilities.

III. INTERLOCAL AGREEMENT CONTROLLING

The parties agree that the terms, provisions and conditions of the Interlocal Agreement Relating To The West Florida Public Library System shall govern the rights, responsibilities and obligations of the parties under this Lease agreement, as the Interlocal Agreement shall specifically refer to the Legion Field Library Facility which is the subject of this Lease, and that in the event of any conflict of provisions or ambiguity between this Lease agreement and the Interlocal Agreement, the terms and provisions of the Interlocal Agreement shall prevail.

IV. TERM

This Lease shall remain in force and effect for as long as the Interlocal Agreement remains in force and binding upon the parties; however, the parties may amend or terminate this Lease upon mutual consent and agreement.

V. USE OF PREMISES

The Leased Premises shall be utilized solely as a public library facility and other uses consistent and ancillary therewith. No other use of the Leased Premises is permissible without having first sought and received the express permission of the Lessor.

VI. TITLE TO BUILDING AND IMPROVEMENTS

Title to the Leased Premises and any capital improvements of a permanent character that shall be placed upon the Leased Premises by Lessee shall remain in Lessor throughout and upon the termination of this Lease or any renewal or extension hereof.

VII. ACCESS TO LEASED PREMISES

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Leased Premises at all reasonable times deemed necessary for inspection of the property, and other purposes consistent with the Interlocal Agreement and the Lessor's use of those portions of the Legion Field Facility which are not the subject of this lease.

VIII. CARE AND MAINTENANCE

Lessee shall be responsible for all general maintenance of the Leased Premises, as provided by the Interlocal Agreement with the exception of grounds keeping maintenance which will be the responsibility of the Lessor.

IX. OPERATIONAL EXPENSES

Lessee shall be responsible for all operational expenses of the Leased Premises, as provided by the Interlocal Agreement. The Leased Premises are not separately metered for utility usage such as electricity, gas, garbage, water and sewer. The Parties agree that reimbursement by the Lessee for utility usage within the Leased Premises shall be based on the per square foot actual utility costs incurred monthly at the Tryon Library Branch multiplied by the square footage of the Leased Premises. The utility reimbursement will be calculated and remitted by the Lessee quarterly including all necessary supporting documentation. The utility reimbursement shall be due on the twentieth (20^{th}) day of the subsequent month. The Lessee shall be responsible for full and timely payment, without invoicing from the Lessor. The Parties agree that the utility reimbursement calculation shall reflect an accurate utility usage of the Leased Premise.

X. INSURANCE

The parties' obligations and responsibilities for insuring, repairing and replacing the Leased Premises and the defense of any claims arising from the use of the Leased Premises shall be as provided by the Interlocal Agreement.

XI. NO ASSIGNMENT OF LESSEE'S RIGHTS

Lessee shall not assign its interest and obligations in the Lease without the express approval of the Lessor.

XII. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the use of the Leased Premises or the facilities and programs that may be made available to the public at the facility.

XIII. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: City Administrator
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

Lessee: County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

XIV. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including their successors and assigns, respectively.

XV. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

XVI. SEVERABILITY

If any provision of this lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

XVII. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

XVIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior or contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are cancelled and superseded by the provisions of this Lease.

XIX. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waiver or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

XX. EFFECTIVE DATE AND RECORDING

This Agreement, after being properly executed by all parties named herein, shall become effective immediately upon the issuance of a Certificate of Occupancy by the Building Official. Escambia County shall be responsible for recording this document in the public records of Escambia County promptly upon its taking effect.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
~~Lumon May, Chairman~~ **Lumon J. May, Chairman**

Date: _____

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

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Sept. 15, 2014

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Ashton J. Hayward III, Mayor

ATTEST:

By: _____
City Clerk

(Seal)

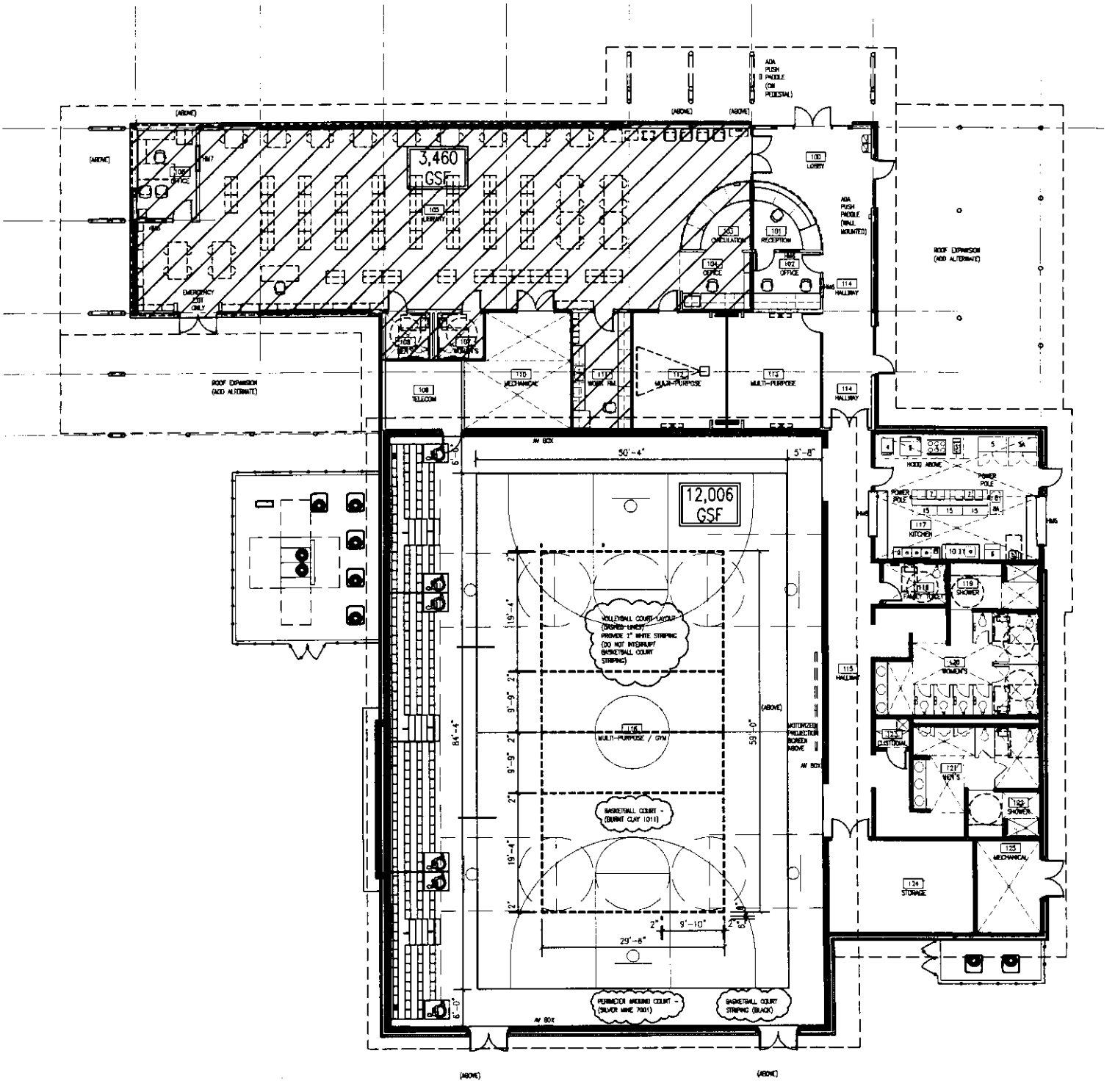
APPROVED:

_____
Chairman, West Florida Public Library Board of Governance

Legal in form and valid as drawn:

_____
James M. Messer, City Attorney

Exhibit A
Legion Field Neighborhood Resource Center Library



/// Represents Leased Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6758 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Change Order 1 to Purchase Order 140109 to AT&T
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to BellSouth Telecommunications, Inc., DBA AT&T, for the Public Safety Department's E-911 Communications Telephone and Private IP Network Service - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for the telephone and private IP network service for the Public Safety Department's E-911 operations through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Communications
Type:	Addition
Amount:	$43,000
Vendor:	BellSouth Telecommunications, Inc., DBA AT&T
Project Name:	N/A
Contract:	Local service provider
PO#:	140109
CO#:	1
Original Award Amount:	$226,000
Cumulative Amount of Change Orders through this CO:	$43,000
New PO Total:	$269,000

[Funding Source: Fund 145, E-911 Operations Fund, Cost Center 330404, E-911 Communications]

BACKGROUND:

In its meeting held April 3, 2014, the Board approved the Master Agreement and AT&T ILEC Intrastate Pricing Schedule for the establishment of Metro E911 Network, a redundant private IP network through AT&T at an annual cost of $49,608. The network services were established on July 26, and August 12, 2014. The prorated amount for July and full amount for August were applied to the August 14, statement for the account associated with P.O. 140109.

Upon reviewing this account and payments against P.O., it was discovered that $34,363.38 was incorrectly debited against P.O. 140109. This amount paid the Cassidian support for three PSAPs and should have been debited against P.O. 140739 (145 / 330404 / Object Code 54601, Repair & Maintenance). These two Purchase Orders share the same Account Number and, therefore, monthly statements.

This error, along with the increased expense for the Metro E911 Network will result in a deficit in the balance required to meet anticipated expenditures for E911 communications (54101) through the end of Fiscal Year 2014. A change order in the amount of $43,000 is requested to meet this need.

A Journal Entry has been requested to correct the financial coding.

BUDGETARY IMPACT:

Funds are available in Fund 145, E-911 Operations Fund; Cost Center 330404, E-911 Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6670 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Department Director

That the Board extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Health Care Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Services to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2014, through December 7, 2015.

[Funding: Fund 408, Emergency Medical Services, Revenue Account 342605, Escambia County Alabama Lease]

BACKGROUND:

Since 1981, Escambia County Emergency Medical Service (ECEMS), a division of Escambia County Public Safety Department, has provided ambulance service to the area of Flomaton (Escambia County), Alabama, as defined through Interlocal Agreements with the Escambia County Healthcare Authority (ECHA) of Brewton, Alabama. The initial three-year term of the current Interlocal Agreement, approved by the Board in its meeting held November 18, 2010, expired midnight December 7, 2013. In accordance with provisions of the Agreement, on November 21, 2013, the Board approved one of two additional one-year periods. It is the desire of ECEMS to continue providing such service for the second one-year period, under the current terms and conditions, and written notice regarding ECHA's agreement to this additional one-year extension is dated August 19, 2014.

The annual compensation for providing this service is recognized in Fund 408 (Emergency Medical Service) Revenue Account 342605 (Escambia County Alabama Lease).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedures for extensions of such agreements.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume 11/18/2010

Resume 11/31/2013

Escambia CHA Extension Letter

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

✳ 20. Taking the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:

A. Approving the *Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida*, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and

B. Authorizing the Chairman to sign the Interlocal Agreement.

21. See Page 24.

22. Approving to reimburse the Emerald Coast Utility Authority, for a total cost of $45,612.35, for stabilization efforts on Greenbrier Boulevard (Funding: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project #11EN0955, "Greenbrier").

23. Ratifying the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 423 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Angela LeBlanc, owner of residential property located at 423 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of $975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Sanitary sewer connection

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Service to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2013, through December 7, 2014.

Approved 5-0

4. Recommendation: That the Board take the following action concerning the 2013 State Homeland Security Grant Program:

   A. Approve Contract Number: 14-DS-L5-01-27-01-XXX, CFDA Number 97.067, *Federally-Funded Subgrant Agreement*, providing Escambia County Fire Rescue funding, in the amount of $7,200, for allowable training and exercise costs; and

   B. Authorize the Chairman to sign the Agreement.

Approved 5-0

5. Recommendation: That the Board approve, for the Fiscal Year 2013-2014, the issuance of the following Purchase Order in excess of $50,000; the SirsiDynix Purchase Order is for the annual support and maintenance of the proprietary Library Information System that provides card cataloging and circulation management of the library's assets:

Vendors/Contractor	**Amount**
Sirsi Corporation (SirsiDynix) SirsiDynix Symphony Software Renewal Fund: 113 (Library) Cost Center: 110503	$65,519.54

Approved 5-0

Escambia County Healthcare Authority

P.O. Box 908 Brewton, Alabama 36427
Telephone (251) 809-8398

Ruth Harrell, Chairman
William Grissett, Vice Chairman
Bernie Wall, Treasurer
Chris B. Griffin, Executive Secretary

Bo Brantley
Alexis Maloy
Don Ward

Rev. Alfonzia Williams
Keith Horton
Deborah Rowell

August 19, 2014

Mr. Michael D. Weaver
Director of Public Safety Department
6575 North W. Street
Pensacola, FL 32505-1714

RE: Interlocal Agreement for the Provision of Emergency Medical Services

Dear Mr. Weaver,

We are in receipt of your letter of August 12, 2014, regarding the one year extension of the above referenced agreement between the Escambia County Healthcare Authority and Escambia County Florida. Please accept this letter as agreement of the Escambia County Healthcare Authority to accept the one year extension of the Agreement.

If you should have further questions or need to discuss the agreement further, please do not hesitate to contact me at 251-809-8398 or by email at chris.griffin@dwmmh.org.

Sincerely

Chris B. Griffin
Executive Secretary

Copy: Justin Cole, DWM EMS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6762 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Motorola Services Agreement for the P25 and Microwave Systems Equipment
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Services Agreement with Motorola Solutions, Inc., for Maintenance of the County's P25 Digital UHF Radio System, Microwave Systems, and Fixed Equipment - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Services Agreement, Contract Number S00001018872, Contract Modifier RN01, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment, in the total amount of $921,369.60, for the period October 1, 2014, through September 30, 2017:

A. Approve and authorize the Chairman to sign the three-year Services Agreement; and

B. Authorize the issuance of a Purchase Order, in the amount of $307,123.20, to Motorola Solutions, Inc., for the period October 1, 2014, through September 30, 2015.

[Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repairs & Maintenance]

BACKGROUND:

In its meeting held May 2, 2013, the Board approved the Services Agreement, Contract Number S00001018872, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment for the 16-month period of June 1, 2013, through September 30, 2014, in the total amount of $435,487.20 ($27,217.95 per month). The recommended Contract Modifier RN01 ensures levelized monthly billings at $25,593.60 for 36 months. Based on current monthly billings, this contract will result in a savings of $58,477 over the 3-year term of the Agreement.

Motorola is the original equipment manufacturer, systems engineer and installation team for the P25 System.

BUDGETARY IMPACT:

Funding has been budgeted in the FY15 budget of Fund 001, General Fund; Cost Center 330403, Communications; Object Code 54601, Repairs & Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the Services Agreement and Service Terms and Conditions and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require agreements and purchase orders in excess of $50,000 be approved by it.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will issue a FY15 purchase requsition for processing by the Office of Purchasing.

Attachments

Contract S00001018872 RN01

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001018872
Contract Modifier: RN01

Date: 08/06/2014

Company Name:	Escambia County
Attn:	
Billing Address:	6575 N "W" St
City, State, Zip:	Pensacola,FL,32505
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000960155
Bill to Tag # :	0001
Contract Start Date:	10/01/2014
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	$2,777.83	$100,001.88
1	SVC051AD	ASTRO25 MASTER SITE		
2	SVC060AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1102C	DISPATCH SERVICE	$885.94	$31,893.84
1	SVC076AD	ASTRO25 MASTER SITE		
20	SVC079AD	ASTRO25 REMOTE SITE		
2	SVC084AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1103C	NETWORK MONITORING	$772.88	$27,823.68
1	SVC041AD	ASTRO25 MASTER SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT	$3,162.75	$113,859.00
1	SVC032AD	ASTRO25 MASTER SITE		
20	SVC035AD	ASTRO25 REMOTE SITE		
2	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1108C	INFRASTRUCTURE REPAIR	$1,331.42	$47,931.12
20	SVC068AD	ASTRO25 REMOTE SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$15,018.80	$540,676.80
1	SVC085AD	ASTRO25 MASTER SITE		
20	SVC088AD	ASTRO25 REMOTE SITE		
2	SVC093AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0127A	NICE GOLD PACKAGE	$1,040.68	$37,464.48
1		SITE(S)		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	$603.30	$21,718.80
1	SVC973AE	SUS MASTER SITE STANDARD		
2	SVC976AE	SUS DISPATCH STANDARD		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$25,593.60	$921,369.60
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$25,593.60	$921,369.60

	Taxes	-	-
	Grand Total	$25,593.60	$921,369.60
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
COMMUNICATIONS ENGINEERING SERVICES INC	PENSACOLA	FL
NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Jim Schneider Director of Services 8/21/14

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Joseph Kitchens 205 746-9678

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Escambia County
Contract Number: S00001018872
Contract Modifier: RN01
Contract Start Date: 10/01/2014
Contract End Date: 09/30/2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/15/14

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses. Any such charges must be mutually agreed to by the parties in advance and all travel expenses must comply with Section 112.061, Florida Statutes.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Both the Customer and Motorola agree that either party may terminate this Agreement at any time without cause upon providing one hundred eighty (180) days advance written notice of intent to terminate. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

13.4 Motorola acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Customer contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Motorola agrees to maintain public records in Motorola's possession or control in connection with Motorola's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Motorola shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. In the event Motorola fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving Motorola seven days written notice, during which period Motorola fails to allow access to such documents, terminate the contract.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Section 18 ANNUAL APPROPRIATION

Pursuant to the requirements of Florida Law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners. In the event the Escambia County Board of Commissioners fails to appropriate the necessary funds for any fiscal year, the Agreement will terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the Customer of any kind whatsoever, except to the extent Motorola has delivered Equipment or Services prior to the last day of the fiscal year for which the appropriation was made. Motorola shall be entitled to payment for all Equipment delivered or Services performed up to the date of termination.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6824 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Purchase Orders in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order, in the amount of $320,000, to Whitman & Whitman, Inc. (Vendor Number 232613), for Fiscal Year 2014/2015, to provide Property, Casualty, and Liability Insurance for Escambia County Fire Rescue, in accordance with PD 10-11.064.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

BACKGROUND:

Whitman & Whitman, Inc. provides a comprehensive package of Property, Casualty and Liability Insurance for Escambia County Fire Rescue. They do so by obtaining the best quotes from the few companies that specialize in insurance for fire departments.

BUDGETARY IMPACT:

Funding is budgeted in Fund 143 Fire Protection, Cost Center 330206 Fire Dept Paid, Object Code 54501 Insurance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue a purchase requisition as soon as is possible on or after October 1, 2014, in accordance with the adopted FY 2014/15 budget.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6737 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Purchase Order in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2014/2015 Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order, in the amount of $100,000, for Worker's Compensation Insurance and deductibles, for Volunteer Firefighters, to Preferred Governmental Insurance Trust (Vendor Number 164977), for Fiscal Year 2014/2015, in accordance with PD 10-11.064.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

BACKGROUND:

Issuance of this purchase order during the first week of October 2014 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department and the volunteer firefighters of Escambia County. Allocations for this expenditure are included in the proposed budget for Fiscal Year 2014/2015 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase order is dependent upon adoption of the proposed FY 2014/15 budget at the second public hearing scheduled for September 23, 2014.

BUDGETARY IMPACT:

Funding is budgeted in Fund 143 Fire Protection, Cost Center 330206 Fire Dept Paid, Object Code 54501 Insurance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue a purchase requisition as soon as is possible on or after October 1, 2014, in accordance with the adopted FY 2014/15 budget.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6794 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Purchase Orders over $50,000 for Fiscal Year 2014-2015
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Community Affairs Department, for Fiscal Year 2014-2015 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Community Affairs Department, for Fiscal Year 2014-2015, as follows:

Vendor	Amount	Contract Number
Merritt Veterinary Supply	$100,000	#12-029, Palm Beach County Term Contract
Vendor Number: 133193		
Animal Care, Medication, Medical Supplies, and Equipment		
Funding: Fund 001, General Fund, and Fund 101,Escambia County Restricted Fund		
Cost Center(s): Animal Services Administration 320501 and Kennel Sponsorships 320503		

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

BACKGROUND:

The Department of Community Affairs has purchase orders that over the course of a fiscal year may exceed $50,000. The issuance of these purchase orders during October 2014 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is available in the specified cost center(s) for each purchase order noted above.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will coordinate with the Office of Purchasing on the issuance of these purchase orders.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6795 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Eleventh Amendment to Veterans and Dependent Counseling and Assistance Services Agreement
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Eleventh Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Eleventh Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County Board of County Commissioners and Disabled American Veterans Department of Florida, Incorporated (D.A.V), extending Contract provisions for the period of October 1, 2014, through September 30, 2015, in the amount of $15,000.

[Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services, $15,000]

BACKGROUND:

The Disabled American Veterans Agreement with the Board provides for the services of a certified veterans counselor to assist veterans and their dependents. The obligation of the County to provide this service is limited to twenty (20) hours per week. The limited service was established from Board action to privatize veterans services in Escambia County. The DAV officer under contract for Escambia County is co-located at the Joint Ambulatory Care Center (JACC) on Veterans Way in Pensacola.

BUDGETARY IMPACT:

Funding for the Agreement is budgeted for FY 2015 and available in Fund 001 General Fund, Cost Center 320202 Public Social Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office prepared the Amendment and approved as to form and legal sufficiency.

PERSONNEL:

Staffing for this service is provided by the DAV per the terms of the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such contracts and amendments.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with the DAV on matters concerning this Agreement.

Attachments

11th Amendent to DAV Contract

ELEVENTH AMENDMENT TO VETERANS AND DEPENDENT COUNSELING AND ASSISTANCE SERVICES AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DISABLED AMERICAN VETERANS DEPARTMENT OF FLORIDA INCORPORATED (D.A.V.)

THIS IS THE ELEVENTH AMENDMENT to the Agreement by and between Disabled American Veterans Department of Florida, Incorporated (D.A.V.), a non-profit corporation authorized to do business in the State of Florida with an administrative address at 2015 SW 75th Street, Gainesville, Florida 32607, and federal tax identification number of 59-0915376 (hereinafter referred to as the "Provider") and Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WHEREAS, the Provider and County mutually recognize the need for veterans and dependent benefit counseling and assistance services in Escambia County, and

WHEREAS, on or about October 7, 1991, the Provider and County previously entered into an Agreement providing such veterans and dependent counseling and assistance services to eligible recipients in Escambia County, and

WHEREAS, both the Provider and County now agree that continuing such services is mutually beneficial to both Parties and that as a result, the Parties' Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Provider and the County agree to amend the Agreement referenced herein as follows:

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

2. That ARTICLE 6 is hereby amended, and the term of the Agreement shall be extended as provided herein. The Agreement shall be considered as effective beginning October 1, 2014, and shall run through September 30, 2015, with any subsequent renewal subject to approval by both Parties.

3. That the Parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of the Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendments 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 the 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, Florida, through its Board of County Commissioners, signing by its duly authorized Chairman, authorized to execute same by Board action on the ___ day of _____, 2014, and the Disabled American Veterans Department of Florida, Incorporated, through its duly authorized President.

Approved as to form and legal sufficiency.

By/Title: K. Hughes ACA

Date: 8/25/14

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

By: _____
Lumon J. May, Chairman

BCC Approved: _____

(Seal)

PROVIDER:

DISABLED AMERICAN VETERANS DEPARTMENT OF FLORIDA, INCORPORATED, a non- profit corporation authorized to do business in the State of Florida

ATTEST: _____

By: Judy McElroy-Silas
Secretary

By: Albert H. Snider
President

Notary Public State of Florida
Judy McElroy-Silas
My Commission EE131506
Expires 12/15/2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6796 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: CareerSource Escarosa Request for Waiver of Training Expenditure Requirement and Budget Approval for Fiscal Year 2014-2015
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Waiver of Training Expenditure Requirement and Budget Approval by Workforce Escarosa, Inc., DBA CareerSource Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt and authorize the Chairman to sign the Joint Resolution of the Escambia County and Santa Rosa County Boards of Commissioners, supporting the request for a waiver of the 50% training expenditure requirement by Workforce Escarosa, Inc., DBA CareerSource Escarosa, to be forwarded to CareerSource Florida, Inc., thusly allowing for a 40% training services funds expenditure for Workforce Investment Act Adult and Dislocated Workers under the Florida Workforce Innovation Act and approval of their Fiscal Year 2014-2015 Budget.

BACKGROUND:

The Board of Directors for CareerSource Escarosa (formerly Workforce Escarosa) serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida (formerly Workforce Florida) and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located, and budget approval by those governing boards. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa Counties.

The recently-signed Regional Workforce Board Accountability Act of 2012 (RWBAA) has amended the Florida Workforce Innovation Act, established in 2000 to implement the mandates of the federal Workforce Investment Act (WIA) of 1998. Specifically added was the requirement that 50% of WIA Adult and Discolated Worker funds be expended on tuition, books, fees, and other such training services prescribed in WIA for Individual Training Accounts. A waiver option is allowable if supported by the pertinent Counties.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has prepared, reviewed, and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval and adoption of all Resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with CareerSource Escarosa and Santa Rosa County in the implementation and delivery of the Resolution, upon Board approval.

Attachments

Resolution

40% Waiver Request Info

CareerSource Florida FY2015 Budget

RESOLUTION NUMBER R2014-___ (Escambia County)

RESOLUTION NUMBER R2014 - ____ (Santa Rosa County)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, and SANTA ROSA COUNTY, FLORIDA, SUPPORTING WORKFORCE ESCAROSA, INC., DBA CAREERSOURCE ESCAROSA'S WAIVER REQUEST TO REDUCE THE ITA/TRAINING EXPENDITURE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Congress passed the Workforce Investment Act of 1998 (WIA), 29 U.S.C.A. §§2801-2945, to maximize federally funded job training programs and create a comprehensive, locally controlled workforce investment system in order to allow Americans access to career management tools and enable U.S. companies to recruit a qualified workforce to compete in a global economy; and

WHEREAS, the workforce investment system is designed for federal, state and local partners to work cooperatively whereby local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while state workforce investment boards provide statewide policy, guidance and interpretation; and

WHEREAS, in order to implement the provisions of the federal WIA, the State of Florida passed the Workforce Innovation Act, §§445.01 et seq., Florida Statutes, creating Workforce Florida, Inc., and establishing regional workforce boards to serve as the local workforce investment boards tasked with specified duties and functions as determined by law and as set forth by interlocal agreement approved by the two local governing bodies; and

WHEREAS, pursuant to an Interlocal Agreement, Workforce Escarosa, Inc., dba CareerSource Escarosa currently serves as the regional workforce board for Escambia and Santa Rosa County providing public workforce services, job training programs and economic development related to the WIA; and

WHEREAS, the Regional Workforce Board Accountability Act (RWBAA) amended the Florida Workforce Innovation Act, which requires 50% of WIA Adult and Dislocated Worker funds be expended on tuition, books and fees of training providers and other training services prescribed in WIA for Individual Training Accounts (ITA), but does allow for a waiver if supported by the Chief Elected Officials; and

WHEREAS, the Board of County Commissioners of Santa Rosa County and Escambia County, Florida have determined that the request for a waiver of the 50% training expenditure requirement is justified; and

WHEREAS, the RWBAA also requires the Chief Elected Officials to review and approve the annual budget for Workforce Escarosa, Inc., dba CareerSource Escarosa.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY AND SANTA ROSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the Board of County Commissioners of Santa Rosa County and Escambia County, Florida hereby find the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners of Escambia County and Santa Rosa County hereby fully support the waiver request of Workforce Escarosa. Inc., dba CareerSource Escarosa to reduce the ITA/training expenditure requirement for 2014-2015 by 10% to a 40% training expenditure requirement.

SECTION 3. That the Board of County Commissioners of Santa Rosa County and Escambia County have reviewed and hereby approve Workforce Escarosa. Inc., dba CareerSource's budget as submitted for Fiscal Year 2014 – 2015.

SECTION 4. That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners of Santa Rosa County and Escambia County.

SECTION 5. That the Clerk of Court is hereby directed to forward a copy of this resolution to Workforce Florida, Inc., dba CareerSource Florida and the Regional Workforce Board's Chairperson.

Adopted on this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

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

BY: _____

(Seal)

BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

BY: _____
Jim Melvin, Chairman

ATTEST: **Donald C. Spencer**
Clerk of the Circuit Court

By: _____

(Seal)

Approved as to form and legal sufficiency.

By/Title: KCH/Legal/ACA
Date: 3/4/14

8.22.14

Workforce Escarosa, Inc.
DBA CareerSource Escarosa
ITA Waiver Request
August 22, 2014

Funding Reductions for CareerSource Escarosa include the following:

Funding Category	2013 2014 Allocation	2012 2013 Allocation	Reduction 2013-2014	Percentage 2013-2014	2014-2015 Allocation	Reduction 2014-2015	Percentage
WIA Adult	$1,063,000	$1,222,146	**($159,146)**	**13.0%**	$959,783	**($103,217)**	**9.7%**
WIA Dislocated Worker	$1,127,014	$1,176,455	**($49,441)**	**4.2%**	$825,731	**($301,283)**	**26.7%**
WIA Dislocated Supplemental Award	$ 239,910	$ 260,289	**($20,379)**	**7.8%**	$206,646	**($33,264)**	**13.9%**
WIA Youth	$1,292,624	$1,631,426	**($338,802)**	**20.8%**	$1,116,559	**($176,065)**	**13.6%**
Welfare Transition program	$1,308,285	$1,657,310	**($349,025)**	**21.1%**	$1,216,745	**($91,540)**	**7.0%**
Reemployment Assistance Services	$ 75,794	$ 71,991	$3,803	5.3%	$ 66,066	**($13,728)**	**18.1%**
Wagner Peyser	$ 666,689	$ 713,773	**($47,104)**	**6.6%**	$610,715	**($55,954)**	**8.4%**
TOTAL:	$5,773,296	$6,733,390	**($960,094)**	**14.3%**	$4,998,245	**($775,051)**	**13.4%**

Factors Related to Need for 40% ITA Waiver Request:

- Cost Allocation process will require that WIA Adult funds be allocated to cover a larger portion of upfront services to include job search assistance due to reductions in Wagner Peyser and significant reductions in WIA Youth and TANF
- Due to budget reductions, 7 FTE Escarosa staff positions were eliminated and 5 FTE from the Welfare Transition program were reassigned in FY 2013 -2014. For FY 2014 -2015, 1 FTE position and 2 Temporary Positions will be eliminated from the WT program; 4 DEO OPS positions will be eliminated from upfront services; and the elimination of the Disability Navigator FTE and the Special Projects Coordinator FTE position for a total of 9 positions for FT 2014 -2015.
- In addition, CareerSource Escarosa supported one-half of a Workforce Coordinator position with the Greater Pensacola Chamber in the amount of $25,000. CareerSource Escarosa will no longer assist the Chamber with this position for FY 2014 -2015.
- Training related items which **are not counted** toward the 50% ITA expenditure definition, needed to attend school (uniforms, immunizations, tools, supplies) will be limited and may be discontinued for WIA Adult participants if the ITA Waiver request is not approved.
- Administrative Space was consolidated into the Pensacola One Stop Center.

- For FY 2012 -2013, Escarosa served approximately 730 students on average per semester. Participants in training for FY 2013 -2014 were reduced by approximately 210 students . By allowing the continuance of the previous year's waiver of 40% the number of WIA participants for training should remain close to the same levels for FY 2014 – 2015.
- Youth contracts were reduced by 16.6% with services to youth dropping from 334 youth in FY 2013 -2014 to 279 youth for FY 2014 -2015.
- All reductions are absorbed for the most part in the reduction of staff, reduction in youth services by 16%, and consolidation of Administrative Offices into the Pensacola One Stop. It is expected that services to the general public for upfront-work search services will not be reduced, but will be maintained. Our one stop visits have dropped from a record high of 145,000 during the recession to 100,000 for FY 2012-2013. It is estimated that visits will remain the same as 2013 -2014, 90,000 to 100,000, for fiscal year 2014 - 2015.
- WIA Adult funds will be used to supplement the loss of Welfare Transition Funds and Wagner Peyser services, in the amounts of $436,275.

Fiscal Year Funding – WIA Adult and Dislocated Worker	Total Expenditures WIA Adult and Dislocated Worker	Amount Expended for ITA Training as Defined by WFI	Percentage	Participants in Training (Average per Semester)	Amount needed to support Upfront/Universal Services to offset funding reductions
FY 2013 - 2014 (Included carry-forward from FY 2012-2013)	$2,468,938	$1,325,875	53.7%	Average of 520 participants	$139,691
FY 2014 – 2015 (Includes projected carry-forward from FY 2013 – 2014)	$3,025,602 (Estimated)*	$1,368,535 (Estimated)*	45.23%	Average of 520 participants	$436,275

* This amount increased due to additional Welfare Transition funding received from CSF/DEO during the last month of the 2013 – 2014 Fiscal Year. The additional welfare transition funding allowed for a larger carry-forward in WIA Adult than had been anticipated.

On September 25, 2014 it is expected that the CareerSource Escarosa Board of Directors will approve an ITA Waiver – One Year Extension request for FY 2014 -2015 of 40%. It is anticipated that the Escambia County Board of County Commissioners and the Santa Rosa County Board of County Commissioners will approve the Escarosa's request for a reduction of the ITA from 50% to 40% during the month of September.

Workforce Escarosa request that CareerSource Florida approve our request for a one year extension of 40%.

CAREERSOURC ESCAROSA
FISCAL YEAR 2014-2015

AVAILABLE FUNDS

	Allocations FY 2014-2015	Carryovers from FY 2013-2014	Transfers FY 2014-2015	Available Funds FY 2014-2015	DEO Staff Salaries & Benefits Held at State	Available Funds FY 2014-2015	Available Funds FY 2013-2014	Variance
WIA ADULT	959,783	1,240,889	616,189	2,816,861		2,816,861	2,760,596	56,265
WIA DISLOCATED WORKERS	1,032,377	312,131	(616,189)	728,319		728,319	1,115,882	(387,563)
WIA YOUTH	1,116,559	78,512		1,195,071		1,195,071	1,393,594	(198,523)
FSET (Estimate)	100,000			100,000		100,000	100,000	-
DISABILITY NAVIGATOR				0		0	14,105	(14,105)
UC SERVICES	62,066			62,066		62,066	75,794	(13,728)
WELFARE TRANSITION PROGRAM	1,216,745			1,216,745		1,216,745	1,431,061	(214,316)
MILITARY FAMILY EMPLOYMENT PROGRAM	78,232			78,232		78,232	81,709	(3,477)
TOTAL	4,565,762	1,631,532	0	6,197,294	0	6,197,294	6,972,741	(775,447)
JOINT MANAGED PROGRAMS:								
WAGNER PEYSER	610,715	74,969		685,684	394,333	291,351	329,658	(38,307)
WAGNER PEYSER PERFORMANCE INCENTIVES		63,271		63,271		63,271		
VETERANS PROGRAMS - DVOP	315,547			315,547	135,616	179,931	169,907	10,024
VETERANS PROGRAMS - LVER	257,869			257,869	122,773	135,096	127,037	8,059
TRADE AJDUSTMENT ASSISTANCE				0		0	20,000	(20,000)
TOTAL	1,184,131	138,240	0	1,322,371	652,722	669,649	646,602	(40,224)
CONTRACTS								
PSC CONTRACT (Anticipated)	47,718			47,718		47,718	47,718	-
TOTAL	5,797,611	1,769,772	0	7,567,383	652,722	6,914,661	7,667,061	(815,671)

CAREERSOURCE ESCAROSA
FY 2014-2015 BUDGET

	FY 2014-2015							FY 2013-2014	VARIANCE
	ADMIN	UNIVERSAL SERVICES	SHARED STAFF FACILITIES	INDIRECT PROGRAM STAFF	DIRECT COSTS	JOINT MANAGED PROGRAMS	TOTAL BUDGET	EXPENDITURES	
Salaries	300,734	398,394	24,584	263,233	942,808	0	1,929,753	1,965,001	(35,248)
Fringe Benefits	76,943	129,874	6,363	78,441	326,374	624	618,618	653,759	(35,141)
Retirement	14,741	19,671	1,006	12,903	46,255	20	94,596	79,527	15,069
Temporary Services/OPS	0	97,244	0	0	39,208	0	136,452	128,835	7,617
DEO Salaries & Benefits	0	0	0	0	0		0		0
Advertising	1,000	1,500	0	0	0	0	2,500	379	2,121
Audit/Tax Return	27,000	0	0	0	0	0	27,000	27,000	0
Bank Service Charges	3,000	0	0	0	0	0	3,000	2,602	398
Cleaning Service	0	4,000	6,000	0	0	0	10,000	13,825	(3,825)
Communications	4,776	24,147	20,252	1,462	2,481	1,051	54,170	50,247	3,923
Consulting Services	0	2,000	0	0	0	0	2,000	675	1,325
Copier Costs	2,640	10,000	14,000	960	0	0	27,600	23,301	4,299
Equipment	2,545	23,997	7,743	1,457	76,719	4,219	116,680	76,983	39,697
Insurance	6,961	4,242	5,074	349	504	1	17,131	9,959	7,172
Legal	2,500	0	0	0	0	0	2,500	641	1,859
Materials & Supplies	4,411	16,346	11,106	3,004	14,931	8,502	58,300	63,437	(5,137)
Client Printed Materials	0	6,000	0	0	8,000	0	14,000	6,039	7,961
Postage	1,540	6,000	3,200	560	1,000	0	12,300	10,139	2,161
Publications	0	250	250	0	0	0	500	198	302
Rent	47,612	191,939	248,438	17,313	35,637	74	541,013	570,543	(29,530)
Utilities	1,100	3,850	7,200	400	0	0	12,550	23,581	(11,031)
Repairs & Maintenance	1,867	7,038	5,317	678	593	6	15,499	19,906	(4,407)
Repairs & Maintenance - Flood	0	0	0	0	0	0	0	18,402	(18,402)
Maintenance Contracts	3,772	20,305	5,532	98	1,743	49	31,500	30,592	908
Security Guards	0	56,160	0	0	0	0	56,160	50,287	5,873
Staff Training	2,023	1,692	211	1,058	1,612	1,004	7,600	2,227	5,373
Travel	17,114	9,961	1,055	9,541	12,060	7,721	57,450	35,825	21,625
Sponsorships	0	5,000	0	0	5,000	0	10,000	5,000	5,000
Outreach	0	3,000	0	0	0	2,100	5,100	19,531	(14,431)
Memberships	3,500	5,000	0	0	0	0	8,500	5,927	2,573
Work Verification/ETS					3,000		3,000	1,580	1,420
Total	525,779	1,047,610	367,330	391,458	1,517,923	25,371	3,875,472	3,895,948	(20,476)
Service Contract					1,074,826	0	1,074,826	1,204,672	(129,846)
Tuition & Books					1,691,712	0	1,691,712	1,175,283	516,429
Support Services					185,651	0	185,651	136,386	49,265
ITA Incentives					2,000	0	2,000	50	1,950
On-the-Job Training					85,000		85,000	8,536	76,464
									0
Total	0	0	0	0	3,039,189	0	3,039,189	2,524,927	514,262
									0
Total Budget	525,779	1,047,610	367,330	391,458	4,557,112	25,371	6,914,661	6,420,875	493,786

CAREERSOURCE ESCAROSA
BUDGET
FY 2014-2015

NOTES:

ADMINISTRATIVE COSTS:

Includes administrative and accounting cost pools.

UNIVERSAL SERVICES:

Includes resource rooms, universal services orientation rooms, and reception area, including IT costs and staff to deliver universal services and reception area.

SHARED STAFF FACILITIES:

Facility costs, including IT, for direct charge staff.

INDIRECT STAFF COSTS:

Includes costs of monitoring, MIS reporting, indirect program staff - allocated through cost pools.

DIRECT COSTS:

Costs charged directly to programs.

JOINT MANAGED PROGRAMS:

Wagner Peyser, the Veterans Programs, Trade Adjustment Assistance Program and the Extended Unemployment Compensation Program are considered joint managed programs with DEO. The services under these programs must be delivered by state merit staff but Escasrosa is responsible for budgeting the funds. The funds budgeted for DEO staff (in the career centers) is retained at the state to pay salaries and benefits. All other costs for the DEO staff is paid by Escarosa.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6771 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: SBA#232 - Sheriff's Law Enforcement Trust Funds
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #232 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #232, Law Enforcement Trust Fund (121), in the amount of $367,443, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust Budget, to pay pending invoices for Fiscal Year 2013/2014, as well as drug/crime awareness, investigations, and other related Law Enforcement activities in Escambia County, pursuant to Florida Statute 932.7055.

BACKGROUND:

Per F.S. 932.7055 certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff, these funds support various law enforcement related activities as well as grants to local non profit agencies within Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 121 by $367,443.

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#232

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

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, The Escambia Sheriff's Department has received additional revenues from various law enforcement activities, and these funds must be recognized and appropriated into the Sheriff's LET Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Law Enforcement Trust Fund	121
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Law Enforcement Trust	121	359005	367,443
Total			**367,443**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Promotional Activities	121/540103	54801	50,000
Operating Supplies	121/540103	55201	100,000
Aids to Private Organizations	121/540103	58201	217,443
			367,443
Total			

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#232

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6741 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Supplemental Budget Amendment #268 - Solid Waste Fundraiser
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #268 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #268, Escambia County Restricted Fund (101), in the amount of $1,340, to recognize proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and to appropriate these funds in the current year's Budget.

BACKGROUND:

Escambia County Solid Waste Management Department hosts the Annual Dump Dash 5K and Trash-A-Thon at the Perdido Landfill. This event provides funding for educational activities and community outreach in which five dollars of each entry fee will be donated to United Way of Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 101 by $1,340.

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# 268

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received proceeds from the Solid Waste Annual Dump Dash 5K and Trash-A-Thon, and these funds must be recognized and appropriated for educational and community outreach.

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, 2014:

Escambia County Restricted Fund	101
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Solid Waste Fundraiser	101	366301	1,340
Total			**1,340**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	101/230317	55201	1,080
Aids to Private Organizations	101/230317	58201	260
Total			**1,340**

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment #268

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6769 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: SBA#271 - Sheriff's Off-Duty Officer, Insurance, and Miscellaneous Fee Reimbursments
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #271 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #271, General Fund (001), in the amount of $29,676, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for the purchase of K-9 Vests, to aid in related law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received revenues associated with off-duty officers, insurance, and other miscellaneous reimbursements/fees. These funds will be placed into Capital Outlay to purchase new K-9 Vests to assist with law enforcement activities in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $29,676.

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#271

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

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, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

General Fund	1
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	1	369939	1,855
Insurance Proceeds	1	369008	10,246
Reimbursements	1	369401	17,575
Total			**$29,676**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Capital Outlay	001/540101	56401	29,676
			$29,676
Total			

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#271

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6777 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: SBA#274 - The Big Read Library Grant
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #274 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #274, Library Fund (113), in the amount of $15,000, to recognize Grant proceeds from the National Endowment of the Arts and Arts Midwest, and to appropriate these funds for the "Big Read" Program, with the West Florida Public Library System, which is designed to revitalize the role of literature and encourage reading for pleasure and personal enlightenment. Matching funds are required in the amount of $15,000, and will come from within the Library's existing Budget and/or related in-kind match.

BACKGROUND:

The West Florida Library has been awarded "The Big Read" Grant from the National Endowment for the Arts and Arts Midwest for reading and literature programs in Escambia County. Approximately $15,000 will be used for a speaker fee – Tim O'Brien, author of the book we're reading, The Things They Carried as part of the total grant related project.

BUDGETARY IMPACT:

This amendment will increase Fund 113 by $15,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#274

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2014-

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 and the West Florida Regional Library System have received grant proceeds from the National Endowment of the Arts and Arts Midwest for the "Big Read" Program and is designed to revitalize the role of literature and encourage reading for pleasure and personal enlightenment. These funds must now be appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Library Fund	113		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
The Big Read Library Grant	113	3471xx (New)	15,000
Total			$15,000

Appropriations Title	**Cost Center**	**Account Code/ Project Number**	**Amount**
Professional Services	113/110506 (New)	53101	15,000
Total			$15,000

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
274

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6832 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: BA#286 - Sheriff' Department FY 13/14 Budget Amendment
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #286 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #286, Sheriff's Department, General Fund (001), in the amount of $510,000, to cover the purchase of additional fuel and a new copier. Funds are being reallocated from the Sheriff's existing Fiscal Year 2013/2014 Budget, no additional funding allocations are being requested from the Board of County Commissioners (BCC).

BACKGROUND:

The Sheriff's Department has requested one budget amendment to complete the Fiscal Year 2013/2014 Budget. Funds are being reallocated from the Sheriff's existing Fiscal 2013/2014 Budget, no additional funding allocations are being requested from the BCC. Funds will be used to purchase fuel and a new copier.

BUDGETARY IMPACT:

This amendment will increase the Sheriff's Operating Budget by $500,000 and Capital Budget by $10,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Constitutional Officer Budget Amendments must come before the BCC for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
#286

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 001/Sheriff's Department
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Personal Services		540101	59702	510,000
Total				**$510,000**

Transfer To: 001/Sheriff's Department
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Operating Expenses		540101	59703	500,000
Capital Outlay		540101	59704	10,000
Total				**$510,000**

Detailed Justification:
The Sheriff's Department has requested one budget amendment to complete the Fiscal Year 2013/2014 Budget. Funds are being reallocated from the Sheriff's existing Fiscal 2013/2014 Budget, no additional funding allocations are being requested from the BCC. Funds will be used to purchase fuel and a new copier.

Constitutional Officer Budget Amendments must come before the BCC for approval.

OMB Analyst

Budget Manager

Management and Budget Services Department Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6494 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Inmate Phone Services PD 13-14.064
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Inmate Phone Services, PD 13-14.064 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.064, Inmate Phone Services, and approve the Agreement Relating to Inmate Phone Services between CenturyLink Public Communications, Inc., dba CenturyLink and Escambia County, with the total percent of revenue to the County of 96%.

[Funding: Fund 111, Detention/Jail Commissary, Revenue Account 342302]

BACKGROUND:

The Office of purchasing advertised the solicitation on July14th 2014. A total of six bids were received with one being non responsive.

BUDGETARY IMPACT:

Fund 111, Rev Acct: 342302 Detention/Jail Commissary (Rev Title)

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract.

Attachments

Agreement
Bid Tab Awarded

AGREEMENT RELATING TO INMATE PHONE SERVICE PD13-14.064

This Agreement is made and entered into this ____ day of_____, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and CenturyLink Public Communications, Inc. d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 5454 West 110th Street, Overland Park, Kansas 66211.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bidders (PD 13-14.064) seeking a contractor to provide inmate phone service to the inmates in the Escambia County Jail (hereinafter referred to as "Facility"); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. At the County's discretion, the contract may be renewed for two additional one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Invitation to Bidders, Specification No. P.D. 13-14.064, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Fee. In consideration for the right to provide inmate phone services, Contractor shall pay County a fee equal to a percentage of *Gross Revenue*, as defined herein, as provided in the Contractor's Bid Form, dated August 4, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

For the purpose of this agreement, *Gross Revenue* shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. Gross Revenue shall not include taxes or fees assessed by government entities.

In accordance with Contractor's General Exchange Tariff, Gross Revenue shall not include calls by inmates to his or her appointed counsel with the Office of the Public Defender.

5. Method of Payment. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the call activity, billing reports, and amount due and owing to County with appropriate supporting documentation. Fees shall be paid to County within sixty days of the close of each month.

6. Charges and Programming of Phones. The applicable rates and fees to be charged for calls made by inmates using the inmate phone service shall be in accordance with the Contractor's proposal, attached hereto as Exhibit "B".

All inmate phones will be programmed to process collect, debit and prepaid calls only, and calls charged to a third party and credit cards will not be permitted. Call charges will only include the time form the point at which the called party accepts the call and will end when either party returns the phone handset to the on-hook position or until either party attempts a hook flash. There will be no charge to the called party for any setup time.

Fraudulent usage or expenses related to fraudulent use of the inmate phone service by inmates will be the sole responsibility of Contractor.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Maintenance. Without cost to the County, Contractor shall be responsible for the maintenance and repair of the inmate phone service equipment. County shall allow Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County observe or receive reports of any malfunction or loss of service, County shall immediately notify Contractor.

Contractor's failure to properly maintain the inmate phone service equipment to the reasonable satisfaction of County shall constitute a breach of this agreement and grounds for immediate termination.

9. Loss, Damage, or Destruction. County shall not be liable for any loss, damage, or destruction of or to the inmate phone service equipment.

The inmate phone service equipment is subject to removal by Contractor in the event of theft, excessive vandalism, fraudulent usage or governmental regulatory restrictions which prohibit or prevent Contractor from complying with the terms of this Agreement.

The Parties shall cooperate and use their best efforts to prevent fraudulent usage, vandalism, or other damage to the inmate phone service equipment.

10. Ownership of Property. All equipment, fixtures and supplies furnished by Contractor shall remain the sole property of Contractor. Upon termination or expiration of the agreement, County shall allow Contractor reasonable access to the facilities during normal business hours to remove such property.

11. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: CenturyLink
Attention: Paul Cooper
Mailstop KSOPKJ0302-302
5454 West 110th Street
Overland Park, KS 66211

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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.

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 it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

19. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the

Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/3/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:

CenturyLink Public Communications, Inc., d/b/a CenturyLink

ATTEST:

By: _____

Date: _____

By: _____
Corporate Secretary
(SEAL)

EXHIBIT A

Escambia County Corrections: Inmate Phone Service. Scope of Work (SOW)

It is the responsibility of the contractor to provide continuous phone service for inmates who are incarcerated in the Escambia County Jail. For the purpose of this scope, continuous means 365 days per year with the hours operation agreed to by customer and contractor. The Escambia County Jail has two facilities, the Main Jail, and the Central Booking and Detention Facility.

CenturyLink Response: Accept and comply.

Contractor agrees to provide the following forms of inmate phone services:

- Debit minutes
- Pre-paid minutes
- Interstate calls
- Collect calls

CenturyLink Response: Accept and comply.

CenturyLink currently provides all four requested items for Escambia today and will continue providing these calling options. In addition, CenturyLink is already interfaced with Escambia's CTS SmartCop Jail Management System and Escambia's Trinity commissary system, affording the inmates the option for debit minutes without the need for staff assistance.

Customer Service

CenturyLink's Project Team has approximately 300 years of combined telecommunications experience in complex implementations and account management. CenturyLink has demonstrated the ability to understand Escambia's issues and has creatively adapted our services to meet your every need. Our Program Manager and Account Manager will continue to provide oversight and management of the day-to-day operations of Escamb a.



Scope of Work

The CenturyLink operations team will respond promptly to all service and maintenance situations, and is available to Escambia on a 24/7/365 basis. When a trouble condition is reported, our technicians will continue to quickly perform remote diagnostic testing to isolate the problem, determine if a remote resolution is an option, and if not, quickly dispatch a field technician to the site.

CenturyLink recognizes that an effective service program addresses all three key stakeholders: the County's staff, the inmates and the inmates' friends and family members.

- Service to Friends and Family:
  - CenturyLink provides customer service representatives *in long-established, U.S.-based call centers*. Many of our competitors are only now on-shoring their call centers. From experience we know that call center migrations are difficult and prone to operational failures.
  - Our blocking and unblocking rules for collect calls (the largest source of complaints) are clearly defined and uniformly applied to Escambia, thereby reducing customer complaints.
- Calling platform management. Our Enforcer system platform is engineered with maximum redundancy to ensure peak performance and minimize troubles. Further, the Network Operations Center proactively identifies potential problems by real-time central monitoring of hardware, software, and system performance.
- Rate and audit accountability. As a division of a Sarbanes-Oxley compliant company, CenturyLink completes monthly audits to verify billing accuracy. Moreover, a unique feature of the CenturyLink Enforcer platform is its on-line real-time direct rating of each call, for immediate and unalterable on-line visibility to call detail records and billing records.
- Payment options.
  - Collect calling with extensive billing and collections arrangements with incumbent local exchange companies (ILECs) and competitive local exchange companies (CLECs).
  - Escambia will continue to experience our prepaid calling with a *best-in-class process to direct otherwise collect-unbillable called parties to prepaid*. Our solution identifies unbillable parties and transfers them to live representatives during call setup, to ensure all end-users are presented with billing options in real-time. This is especially important given the growing number of cell phone and IP-based phone users, whose carriers do not offer collect calling options to ITS providers.

- *Unique Service Feature*: *Guaranteed <90 second Average Speed of Answer for our call center*. We have all experienced the frustration of being caught in an Interactive Voice Response (IVR) system, guessing which key to push when all we want is to speak with a real person. This frustration is even greater for friends & family members whose lines are blocked for some reason, but need to speak with their loved one.

  CenturyLink's customer care program is designed with a single goal: completing legitimate calls. Setting up accounts, resolving billing issues, even explaining how to receive a refund from the previous provider—these all require live agents who are easy to access. The end result is fewer complaints to central office, more connections, and more revenue to Escambia, even when calling rates are decreased.

Bottom line: CenturyLink's customer care program will continue to provide the best opportunity for Escambia to realize reduced costs to friends & family while increasing commission revenue to Escambia.

The contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

CenturyLink Response: Accept and comply.

Contractor provides all necessary equipment, both hardware and software that is needed to provide telephone services to all inmates incarcerated in both jail facilities and the jail's booking area.

CenturyLink Response: Accept and comply.

All equipment provided by contractor for use within inmate housing areas will be of acceptable durability for the operational environment.

CenturyLink Response: Accept and comply.

The CenturyLink Inmate Telephone System (ITS)

CenturyLink offers the state-of-the-art Enforcer Inmate Telephone System, manufactured by ICSolutions, Inc. The Enforcer system software will continue to be updated regularly throughout the life of the contract.

Scope of Work

List of Existing Installations Using the Enforcer System:

- Escambia County Florida Detention Center
- Hernando County Florida Sheriff's Office
- Hillsborough County Florida Sheriff's Office
- Leon County Florida Sheriff's Office
- Okeechobee County Florida Sheriff's Office
- Pasco County Florida Sheriff's Office
- Seminole County Florida Sheriff's Office
- Sumter County Florida Sheriff's Office
- Walton County Florida Corrections
- Milwaukee County Sheriff's Office
- Las Vegas Department of Detention and Enforcement
- Clark County Nevada Detention Center
- Alabama Department of Corrections
- Kansas Department of Corrections
- Nevada Department of Corrections

The Enforcer system is a browser-based application that allows control, monitoring, searching, and reporting of all inmate calls to any authorized user through a simple, point-and-click GUI (Graphical User Interface).

With our solution, all data and recordings will be stored for the life of the contract. Which means Escambia will continue to have years of existing data and recordings that continue to be a benefit for investigations and used as evidence in the court of law.

The Enforcer system has been designed and consistently maintained to deliver all of the investigative and administrative tools our clients need. We will continue to expand our system's capabilities throughout the life of a contract with Escambia, and we welcome your input as our valued technology partner.

The Enforcer system's feature-rich GUI divides its tools by group into sections with tabs across the top of every screen allowing users to jump from tool to tool. The Enforcer system is also an "intelligent" application that adds links to the bottom of the page in use based on each user's current activity.

When checking an inmate's call privileges, the Enforcer will generate a link directly to a Call Detail Report showing that inmate's calls at the bottom of your screen so that you don't have to open the Reporting tool and re-enter an inmate's PIN.

Scope of Work

The Enforcer system offers the richest set of features available in the industry today.

- ✓ **System Features:**
  - Remote access for authorized personne
  - Easy-to-use Web interface
  - Lifetime online storage of all call data & recordings
  - Unlimited expansion capabilities to accommodate new construction and future growth
  - Onsite reporting capabilities
  - Hardened corrections-suitable equipment
  - TDD equipment compatibility with transcription service
  - Remote information-sharing with offsite investigators and other law enforcement agencies and jurisdictions – at the Counties sole discretion
- ✓ **Service Features:**
  - Lifetime repair or replacement warranty on all equipment
  - 24/7/365 **live** technical service (for facility personnel)
  - 24/7/365 **live** customer service (for call recipients)
  - Ongoing staff training & online system documentation
  - Inmate & called party instruction
  - Free, regular software upgrades for the life of the contract
- ✓ **Calling Services:**
  - Collect, PrePaid Collect, & Debit calling options
  - Inmate PINs with optional automatic enrollment (no facility staff intervention required)
  - Inmate PANs (personal allow numbers lists) with self-learning capability and paper-free change request options
  - Automated operator service in multiple languages
  - Custom call prompts & voice overlays
  - Inmate name recording
- ✓ **Administrative Controls:**
  - Multi-site networking & reporting
  - Password-controlled access
  - User permissions – editable per individual user or user group
  - User access log
- ✓ **Fraud Controls:**
  - 3-way call detection
  - Hook switch calling prevention
  - Secondary dial tone prevention
  - Extra dialed digits prevention
  - Chain dialing prevention

- ✓ **Call Controls:**
  - Blocked number tables
  - Set call duration & velocity limits by dialed number, individual inmate, inmate classification, inmate group, pod, facility, or system-wide
  - Set call duration & velocity limits by call type
  - Inmate call suspension and automatic reinstatement
  - Electronic and/or manual phone shutdown – scheduled & emergency
- ✓ **Investigative Tools:**
  - 100% monitoring & recording of all non-confidential phone calls
  - Verifiable security encryption on call recordings – supported by free expert testimony
  - Free inmate grievance / crime tip / PREA lines
  - Officer check-in (optional)
  - Call alerts (hot numbers, hot PINs)
  - Financial alerts
  - Gang management
  - Remote call forwarding to authorized investigators, with options to "barge in" and/or disconnect
  - Searchable call notes and
  - **Unlimited Reverse Directory** with satellite mapping

Access to system data will be controlled by access level, User ID and password. CenturyLink recognizes the need to provide fully automated, secure call processing technology, which includes **collect, prepaid collect and debit calling.**

The solution also provides **full recording and silent monitoring** capability for inmate phones together with a robust package of **call control and investigative features.**

These investigative features include, but are not limited to, the following:

- System and user administration
- Verifiable commission and revenue reporting
- Secure remote access
- The Voice Biometric PreCall Validation "Verifier"
- Call blocking
- Fraud prevention
- Live call monitoring
- Recording file access and playback
- Recordings for investigators can be copied to CD, DVD, flash drive, or sent by email attachment
- Standard and customized report generation

Repair and maintenance of equipment is the responsibility of the contractor.

CenturyLink Response: Accept and comply.

CenturyLink will continue to service the County with the same dedicated team that has worked with Escambia since the initial installation in 2002.

Customer Escalation Process

The following table details the process that will be used for service and escalation of Escambia's trouble tickets.

Service & Escalation Team & Plan		
Level	**CenturyLink Position**	**Task/Role**
1	Escambia County Program Manager Everett Martin Phone: (407) 830-3344 Cell: (407) 310-8365 Everett.J.Martin@centurylink.com	• Researches history of problem and identifies personnel involved with the problem resolution. • Notifies personnel and supervisors of strategy for problem resolution. • Keeps County and management involved in progress of problem resolution. • Escalates as necessary. • Responsible for seeing problem through to resolution. • Contacts Director National Service Operations within 8 hours of missed performance standard.

2	Director – National Service Operations Barry Brinker Phone: (503) 990-6466 Cell: (503) 269-3018 Barry.E.Brinker@centurylink.com	• Operations Director resolves trouble/issue or escalates further if necessary. • Contacts additional resources (CenturyLink, Vendors, LECs, IXCs, etc.) as necessary. • Keeps County informed of ongoing activities involving problem resolution. • Contacts National Account Manager within 24 hours if issue is not resolved.
3	National Account Executive Victoria Johnson Phone: (888) 375-7318 Cell: (850) 212-8880 Victoria.L.Johnson@enturyLink.com	• National Account Manager resolves trouble/issue or escalates further if necessary. • Contacts additional resources (CenturyLink, Vendors, LECs, IXCs, etc.) as necessary. • Keeps County informed of ongoing activities involving problem resolution. • Contacts National Sales Director within 36 hours if issue is not resolved.
4	National Sales Director Darryl Lynn Phone: (913) 345-6343 Cell: (913) 526-6854 Darryl.Lynn@centurylink.com	• National Sales Director resolves trouble/issue or escalates further if necessary. • Contacts additional resources (CenturyLink, Vendors, LECs, IXCs, etc.) as necessary. • Keeps County informed of ongoing activities involving problem resolution. • Contacts General Manager within 48 hours if issue is not resolved.

5	General Manager Paul Cooper Phone: (913) 534-5351 Cell: (816) 305-4764 Paul.N.Cooper@centurylink.com	• Escalates further if necessary.

Contractor agrees to maintain all equipment, both hardware and software, in working order. Any malfunctions in hardware or software are the responsibility of the contractor to rectify within a specified reasonable, stipulated time-frame.

CenturyLink Response: Accept and comply.

Description of Priority Levels With Examples	Response Times (Maximum Time After Service Request by County)	Repair Times (No Dispatch Required)	Repair Times (With Dispatch)
Priority Level 1	1 Hour	4 Hours	8 Hours
Emergency Service Issues, 50% or more of the service at a single site or housing unit is out of service.			
Priority Level 2	2 Hours	8 Hours	24 Hours
Normal Service Issues, 25%-50% of the service at a single site or housing unit is out of service.			
Priority Level 3	2 Hours	12 Hours	36 Hours
Normal Service Issues, 1%-25% of the service at a single site or housing unit is out of service.			
Priority Level 4	4 Hours	24 Hours	36 Hours
Normal Service Issues, Non Service related issues.			

Remote Monitoring & Diagnostics

The CenturyLink ITS is designed to constantly and automatically monitor the trunk and station connections and to reallocate resources to avoid "dead" stations at the facilities. Furthermore, the configuration supports extensive remote diagnostic interrogation, thereby providing insight into defective components (such as station phones) at a particular facility.

The CenturyLink Technical Support Center (TSC) is staffed 24/7/365 with Level 1 and Level 2 technicians and is the initial point of contact for remote system support and any issue related to the operation of the inmate telephone system. TSC is equipped with the Nagios network monitoring application and Mantis web-based system for trouble ticket issuance and resolution.

TSC personnel can conduct an array of non-intrusive remote diagnostic tests when a problem is detected, quickly pinpointing the cause and thereby expediting resolution. Average response time for a non-emergency service request is benchmarked at four hours or less.

Open Architecture

The Enforcer system features an open architecture that allows it to easily integrate with other systems. The Enforcer can accept data in virtually any format, affording it great flexibility in interfacing with other vendor's software to automate the flow of information across multiple systems.

Interfacing with the Jail Management System, commissary, inmate banking, and other County systems reduces the data entry burden on jail staff, ensures data consistency across disparate information sets, and allows vendors to work together to provide the broadest range of products and services to the County staff and constituents.

Contractor will set rates within the legally authorized limits as specified by the Federal Communications Commission and any other relevant regulatory agency.

CenturyLink Response: Accept and comply.

CenturyLink has dedicated resources that work with and track the Federal Communications Commission (FCC) and Florida Public Service Commission (FPUC), affording us an accurate understanding of all existing requirements and the ability to focus on and take action on changes made by both regulatory agencies. An example of this action is February 2014 FCC changes in interstate calling that mandated rate caps. CenturyLink implemented the required action with Escambia and all of our customers in order to comply with changes. Escambia can continue to count on CenturyLink to remain current with and take action on all future regulatory changes.

Contractor agrees to operate with other vendors utilized by Escambia County Corrections, symbiotically if necessary.

CenturyLink Response: Accept and comply.

Scope of Work

CenturyLink has worked hand-in-hand with Escambia County personnel to implement several jail management and commissary companies. We stand ready to assist with all future vendors that Escambia may select.

Contractor agrees to provide software for the purposes of monitoring all facets of inmate phone use to include monitoring, accounting, recording and storage of data.

CenturyLink Response: Accept and comply.

Contractor agrees to store inmate phone records in accordance to GS 2 records retention requirements.

CenturyLink Response: Accept and comply.

Contractor agrees to sell phone credits through the agency's commissary, both onsite and through web-based sales.

CenturyLink Response: Accept and comply.

CenturyLink is currently providing both of these services for Escambia, the inmates and the inmates friends and family. As the current provider, there would be no transition period and work necessary set up this process.

Value-Added Services

We look forward to discussing these technologies with Escambia County that will streamline investigations, improve staff efficiency, simplify inmate communications and operations, and increase connections between inmates and their friends/family.

SUMMARY OF VALUE-ADDED FEATURES

Value-Added Functionality – No Cost to the Department, Inmates, or Friends & Family			
Feature	**Benefit**	**Description**	**Financial Impact**
(1) Inmate Medical Scheduling	• Reduced staff time	Inmates can schedule appointments over the phone using automated prompts. Inmates select medical appointment times over the phone and receive messages back when times are confirmed.	None
(2) Inmate Information Line and "Message of the Day"	• Reduced staff time • Enhanced inmate welfare	Inmates are able to track appointment, parole, court, and release dates, in addition to commissary balances and other routine information.	None
(3) Grievance Hotline	• Reduced staff time	Should the County implement CenturyLink's PAN Auto-enrollment process, synergies would allow us to add a Grievance hotline feature to the ITS	None

(4) Friends & Family IVR	• Reduced Staff workload answering the phone for routine calls	CenturyLink has an IVR in-place and ready to accept calls. The IVR receives inmate information directly from the Jail Management System in real-time. The IVR offers the following features: • Inmate information to include charges, bond amount and location. The inmates can be searched by entering the inmates booking ID or date of birth. • Directions to the Jail and other locations where inmates are housed. • Video Visitation Policies • Video Visitation Driving directions • Information on Commissary • Information on how the inmate phone system works and how friends and family can receive calls • Information on how to fund a prepaid account to receive phone calls	None
(5) Emergency Auto-Dialer	• Reduced staff workload • Better communications with inmate friends &family	CenturyLink has the capability, on fairly short notice to generate a calling campaign to provide general information to friends and family. For example, if a disaster at a facility (fire, flood) that causes the ITS to no longer function, a automated calling campaign could provide a status to all members of an inmate's PAN	None
(6) Data Detective	• Increased investigative capabilities •	Data Detective works with CenturyLink's inmate E-mail and photo offerings. The system automatically identifies key words and phrases, and reports connections with other inmates and those on the outside.	None
7) PAN Auto-Enrollment	• Eliminate paper PAN forms • Ensure verification of associated name and address for investigative purposes	Personal Allowed Number (PAN) tracks a list of the different telephone numbers dialed by the inmate	None
8) Data Sharing with Authorized Users	• Increased staff efficiency • Potential reduction of criminal activity	Escambia could give i.e. investigators from the other counties the authority to listen to recordings and view data.	None

(9) Additional Investigative Assistance (Includes Access to Additional Reverse Lookup Databases)	• Increased staff efficiency • Potential reduction of criminal activity	Name and address information for all approved numbers provided in multiple locations, including simple "hot-link" from call record reporting screens. Exclusive access to Local Exchange Routing Guide (LERG) – provides carrier information and subpoena contacts for phone numbers.	None
(10) Phone-Based Commissary Ordering	• Reduced staff time • Reduced paperwork	CenturyLink currently provides an interface for commissary ordering over the ITS eliminating the "bubble-sheets".	None
(11) Voice Biometric Pre-call Validation	• Reduce PIN theft among inmates	Matches pre-recorded voice print from the inmate that can be compared to the inmate's voice when they make a call; if the print and actual voice do not match, the call is not allowed to be placed.	None

Value-Added Functionality – No Cost to the County / Funded by Fees Inmates or Friends & Family			
Feature	**Benefit**	**Description**	**Financial Impact**
(12) Inmate Voicemail	• Increased communication with family • Revenue source	Standard inbound voicemail from family members to inmates, maintaining security controls	Friends/Family fees consistent with current fees charged, and are negotiable, as are commissions

NO-COST VALUE-ADDED FEATURES

(1)Inmate Medical Scheduling

Through standard IVR data entry and response technology, the Enforcer can be used to deliver medical information to and from inmates. This provides an automated means for inmates to request appointments and receive responses, all in a single, trackable system. The system's voice messaging module can also be used, for example, for inmates to describe symptoms to medical staff.

This improves the efficiency by reducing labor costs as information passing move away from traditional paper ordering as staff spends less time collecting and processing medical forms.

Implementation would be a collaborative effort and customized to meet each facility's requirements.

(2)Inmate Information Line/Message of the Day

Inmate information takes two forms.

The Inmate Information Line allows inmates to check information such as release dates, account balances, and other simple information through straightforward prompts within the ITS. Velocity restrictions can also be placed so that inmates are able to call into the IVR no more than once or twice a day.

Using a voice messaging system Facility staff can create a "Message of the Day" that is delivered to inmates via inmate phone during a specified time period. Facility staff can type the message into the ITS, and the message is translated to a voice recording using text-to-speech technology; or staff can use traditional voice recording to record their message. They then enter the time window (start/stop dates and times) during which the message will be played to inmates. Any time an inmate picks up any inmate phone during the designated timeframe, they will hear the Message of the Day before call connection. When the message expires, it is no longer played to inmates, with no further action necessary from Facility staff.

The Facility can use the Message of the Day feature to share information with inmates facility-wide. Additionally, with the Facility's permission, ICSolutions can create messages to inform inmates of new product rollouts, Facility-approved rate modifications, or other changes to inmate calling services.

Special Note: CenturyLink is able to provide these additional services over the Enforcer System due to its position as a network provider, which in turns allows us to "over-provision" the extra bandwidth needed to handle these types of transactions. In addition, by moving these simple high-volume transactions from the kiosks to the inmate phones, kiosks are freed-up for other transactions

(3) Grievance Hotlines

100% Paperless Grievance Reporting.
Our grievance reporting process will supplement your existing kiosk-based grievance reporting process. With our paperless telephone process, inmates can file grievances, make PREA or crime tip reports, or even file complaints about the Inmate Telephone System – all using secure voice mailboxes on any standard inmate telephone.

Depending upon the type of inmate report, the appropriate Facility staff will be automatically notified when an inmate files a new grievance. Using text-to-speech technology or traditional voice messaging, staff can respond to inmate reports via the ITS, and the response will be delivered to a secure voice mailbox for inmate retrieval.

Message of the Day
Using the same voice messaging system described above, authorized Facility staff can create a "Message of the Day" that is delivered to inmates via inmate phone during a specified time period. Facility staff can type the message into the CenturyLink ITS, and the message is translated to a voice recording using text-to-speech technology; or staff can use traditional voice recording to record their message. They then enter the time window (start/stop dates and times) during which the message will be played to inmates. Any time an inmate picks up any inmate phone during the designated timeframe, he or she will hear the Message of the Day before call connection. When the message expires, it is no longer played to inmates, with no further action necessary from Facility staff.

The Facility can use the Message of the Day feature to share information with inmates facility-wide. Additionally, with the Facility's permission, ICSolutions can create messages to inform inmates of new product rollouts, Facility-approved rate modifications, or other changes to inmate calling services.

(4) Friends and Family IVR

CenturyLink has built and is ready for deployment an IVR system, using feeds from the Counties jail management system and static data to provide responses to frequently asked questions, for example, visiting hours, parole hearings, release dates, etc.

(5)Emergency Autodialer

CenturyLink has a very large corporate autodialer system, and is currently utilizing its capabilities with other inmate facilities. If inmate telephone communications were interrupted, for example by fire or flood, we can, in very short order provide a pre-recorded message to all the friends and family phone numbers on the inmates PAN lists, or to a select few PAN numbers (attached to an inmate's PAN list)

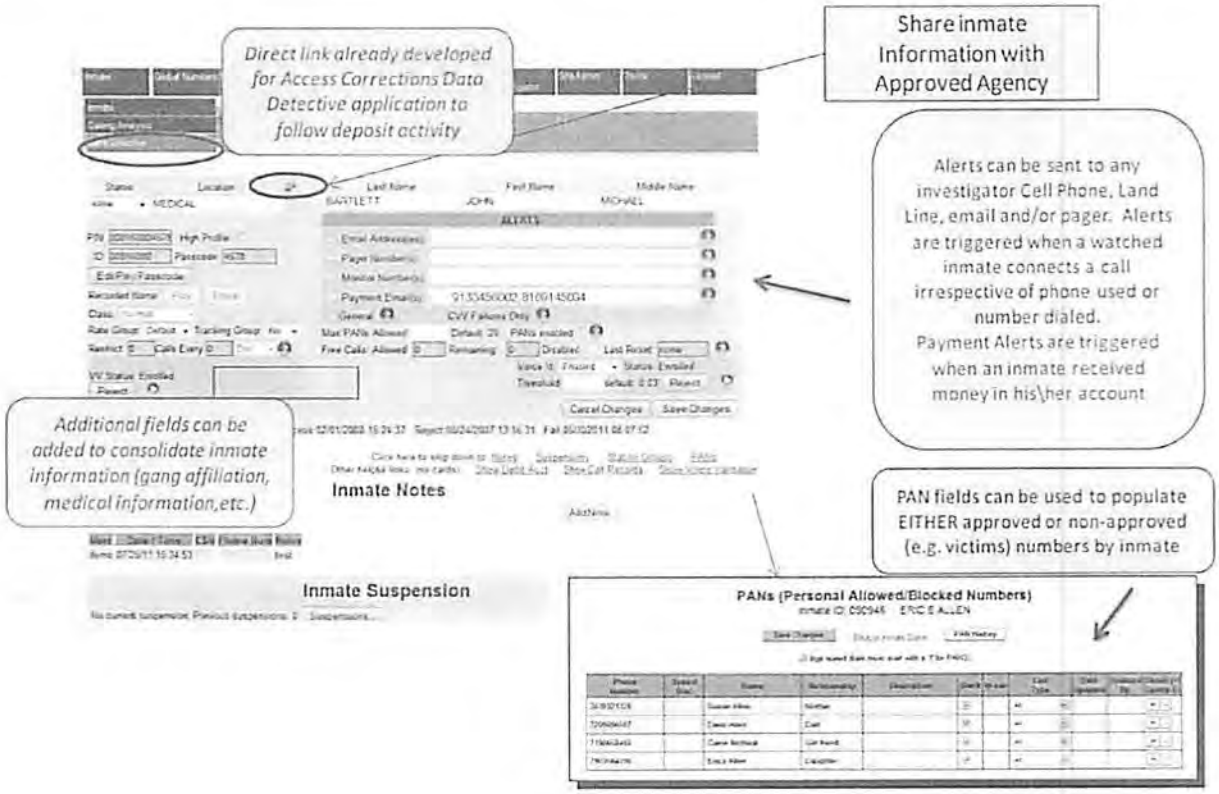
(6)Data Detective

We recognize that investigative data can come from several sources – the Offender Management System or other communications systems such as e-messaging or trust fund deposits.

Because the County's Enforcer will be a standalone system, we are able to link to County-specific systems without the worry many other systems have with data security and "firewalling" the Escambia County Detention Center from other accounts. In addition, the Enforcer is able to accept data and write interfaces to other system's specifications rather than forcing them to meet ours.

Links to other systems would primarily be shown in the inmate information tab – a screen shot as well as descriptions of interface opportunities follow.

Value-Added Services

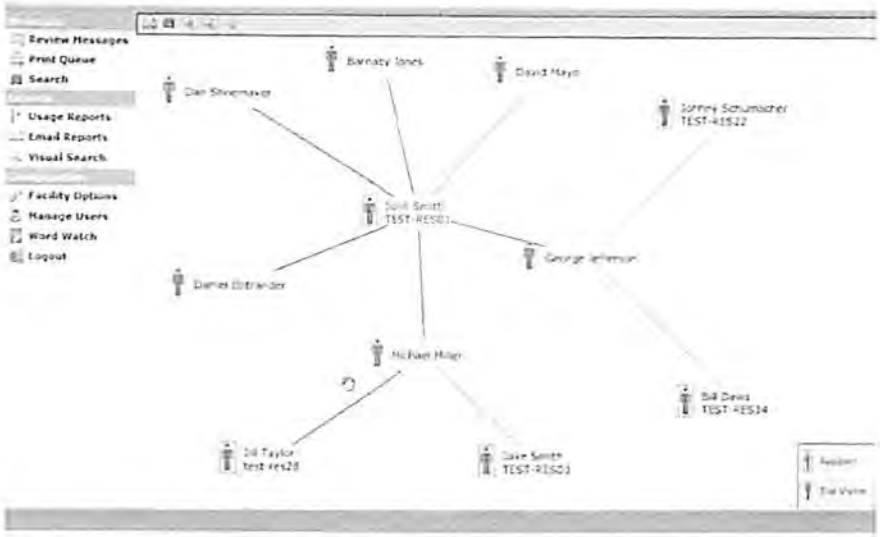


We specifically highlight the Data Detective™ capability available today from the Enforcer. This is a powerful link analysis tool available to investigators.

This tool has been designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from offender to offender or end user to end user. Some of the features are listed below:

- The County's staff can explore important data using a dynamic visual map
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Ability for staff to look for connections between e-mail communication with inmates, Customers, etc.
- Potential to add multiple layers of data that the County chooses to include in the visual search (i.e. inmate visitor lists, release date, etc.)
- Web based program allows authorized facility staff are able to view from their own desktop computer.

Years of research and development, utilizing established relationships with correctional facilities allowed us to develop the very best solution for the corrections market. This tool will automatically be applied to all electronic communication with the ability to add multiple other sources as determined by the facility. The investigative ability of this software is virtually endless, especially when current development is complete and records from the Enforcer are combined into e-messaging and/or deposit services records.



(7)CenturyLink Personal Allowed Number (PAN) (auto-enrollment)

CenturyLink ITS process for auto-enroll tracks then verifies the PAN prior to the number receiving a call, using our existing infrastructure.

Ongoing Updates/Changes

The Enforcer is able to accommodate specific timeframes for updates or changes - rules are configurable to the County's needs. For example:

- Additions can be restricted to specific timeframes (e.g. once every rolling 120 days on an individual inmate basis), or during specified "enrollment windows" per facility.
- Inmates can delete numbers at any time, or only at County-specified intervals. Once inmates reach their maximum allowable numbers, the ITS would play a message informing the inmate that they must delete a number before adding another.

(8) Data Sharing with Authorized Users

CenturyLink currently provides inmate telephone system services to ten Florida Counties. Data sharing is very easy.

Privileges can be granted and authorized Users established as broadly or as narrow as desired, and access to the systems is not an issue, as any system can be accessed by a computer connected to the internet (with approved log-in credentials).

(9) Additional Investigative Assistance (Includes Access to Additional Reverse Lookup Databases)

Through our Florida-based Escambia County Detention Center Program Manager, CenturyLink offers additional assistance to Escambia investigators. This assistance includes:

- Running standard reports to identify suspicious activity over the Enforcer system.
- Regular refresher training for investigators
- Additional database access, provided through our exclusive access to the Local Exchange Routing Guide (LERG) database. This database provides carrier information, as well as alternate contact information for subpoena requests, for numbers that may not be entered into the ITS but may materialize in the course of an investigation.

(10) Commissary Ordering and Management by Phone

CenturyLink is aware that the Escambia wants and currently uses the CenturyLink automated commissary ordering system for Trinity through our Enforcer ITS. We will maintain that system with the new contract.

(11) Voice Biometric Pre-call Validation

How it works. CenturyLink can use all of the existing inmate voice enrollments therefore eliminating facility personnel to establish a new database for existing inmates for this new contract.

Pre-call validation matches a pre-recorded voice print from the inmate that can be compared to the inmate's voice when they make a phone call; if the print and the actual voice do not match, the call is not allowed to be placed. This feature is very useful in reducing attempted PIN theft among inmates

- If such an event occurs, the call detail record is marked with a termination code identifying the call as failing biometric validation.
- Note that this is a one-time, up-front rejection of the call attempt. If rejected, the inmate would be required to hang up and attempt the call again.

Enrollment at Intake and County Involvement. Before first using the inmate telephone system, new inmates must enroll a voice print that is saved in the database. To do so, CenturyLink has installed and will maintain dedicated enrollment phones in the intake areas.

- Intake officers simply direct the inmate to the enrollment phone, where the inmate simply follows the prompts to repeat their name and certain phrases. In total the process takes about 2 minutes.
- We recommend indirect supervision of enrollments, where an officer's presence is "felt" by the inmate but the officer is able to perform other tasks.

Investigative Information. Search criteria can also be used to filter call detail records with voice biometric failures. In addition, because we record all calls from the moment the receiver goes off-hook (to our knowledge this is unique in the industry), investigators are able to listen to all of the inmate's activities prior to attempting the call.

VALUE-ADDED FEATURES WITH END-USER FEES

(12) Inmate Voicemail

The Enforcer system also offers an easy-to-use voicemail option for friends & family to leave messages for inmates. The length of the voicemail is configurable and typically set at 30 – 60 seconds, with costs and commissions set in negotiation with the [facility].

This is a useful feature for family members to leave a best time for the inmate to call, or to communicate news such as a death in the family without the need to contact staff.

Inmate voicemail also maintains security requirements. In order to send a voicemail, the friend/family member must have an established pre-paid collect account, which is associated with a phone number. All pre-paid collect accounts, regardless of funding method, include verified billing name and address information. In addition, the Enforcer is able to check the phone number on the pre-paid collect account with the inmate's PAN table to ensure no unauthorized contacts are made through the voicemail system.

Training

CenturyLink will provide training as need throughout the life of the contract. We offer two options:

Option 1: Web-based training. This training is conducted via an Internet conference call allowing multiple users to attend from multiple sites. Sessions will be scheduled to allow for the different work hours of County staff members and will also be customized based upon user access.

Option 2: On site or central location training can be conducted. This training will be scheduled based on customer need. Escambia staff members will be able to work face to face with CenturyLink representatives to receive training at the facility.

Throughout the term of the contract, as needed and requested, additional training is offered to any County staff member or facility via Web-based or on-site training.

BID FORM
Specification Number PD 13-14.064
INMATE PHONE SERVICE

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 08/04/2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for INMATE PHONE SERVICE as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Payment Type	Call Type	Surcharge	Initial Minute	Additional Minute	15 Min Call	Discount	% of total gross revenue paid to Escambia County
Collect	Local	2.25			2.25	N/A	96%
Collect	IntraLATA	1.75	0.30	0.30	6.25	N/A	96%
Collect	InterLATA	1.75	0.30	0.30	6.25	N/A	96%
Collect	InterState	-	0.25	0.25	3.75	N/A	0%
Collect	InterNational	N/A	N/A	N/A	N/A	N/A	96%
Prepaid	Local	2.25	-	-	2.25	0%	96%
Prepaid	IntraLATA	1.75	0.30	0.30	6.25	0%	96%
Prepaid	InterLATA	1.75	0.30	0.30	6.25	0%	96%
Prepaid	InterState	-	0.21	0.21	3.15	16%	0%
Prepaid	InterNational	4.25	0.99	0.99	19.10	N/A	96%
Debit	Local	2.25	-	-	2.25	0%	96%
Debit	IntraLATA	1.75	0.30	0.30	6.25	0%	96%
Debit	InterLATA	1.75	0.30	0.30	6.25	0%	96%
Debit	InterState	-	0.21	0.21	3.15	16%	0%
Debit	InterNational	4.25	0.99	0.99	19.10	N/A	96%

Total Percent of revenue to county 96% **%** **

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/16/14 Addendum No. 3 Date 7/31/14

Addendum No. 2 Date 7/30/14 Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number P94000021661

Occupational License No. N/A

Florida DBPR Contractor's License, Certification and/or Registration No. N/A

Type of Contractor's License, Certification and/or Registration N/A

Expiration Date: _____

Terms of Payment N/A
(Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing 4

Bidder: CenturyLink Public Communications, Inc. d/b/a CenturyLink

By: Darryl W. Lynn

Signature: [signature]

Title: Sales Director
Address: 5454 W 110th St
Overland Park, KS 66211

Person to contact concerning this bid:
Victoria Johnson
Phone/Toll Free/Fax # Phone 859-734-9424
Fax 859-734-9425
E-Mail Address: Victoria.L.Johnson@centurylink.com
Home Page Address: www.centurylink.com

EXHIBIT
tabbies
B

Cards? Yes N/A No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes N/A No_____.

County Permits/Fees required for this project:

Permit	Cost
NA	

Person to contact for emergency service:
Everett Martin

Phone/Cell/Pager #: 407-830-3344 Office
407-310-8365 Cell

Person to contact for disaster service:
Everett Martin

Home Address: 536 Canyon Stone Circle
Lake Mary, FL 32746

Home Phone/Cell/Pager #:
407-310-8365 Cell

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of $1000.00.

The Bidder agrees to fully complete all work included above within three (3) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of $1500.00 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of $1000.00 of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Inmate Calling Solutions, LLC ("ICSolutions"), 2200 Danbury, San Antonio, TX 78217. ICSolutions provides calling platform software for processing and recording inmate calls.
2. Paragon, PO Box 3327, Ste 420, Suwanee, GA 30024-0991. Paragon provides on-site preventative maintenance and repair service and ticket dispatch and tracking.
3.

** CenturyLink offers the County 96% commission on all intrastate and international calls. Certain providers have interpreted FCC Order 13-113 (partially implemented after a Federal Court ruling in February 2014) as prohibiting payment of commissions on interstate calls. This tactic allows these providers to inflate commission offers and thus score higher in financial evaluations.

CenturyLink has continued to pay commissions on all calls after February 2014 in compliance with our current contract with Escambia County; however, as permitted under the rules of this bid, our financial offer excludes commissions on interstate calls to avoid misinterpretation vs. these other bidders. In calculating the total percentage of revenue, we the "full amount" of 96% because we can not exactly predict how calling patterns will change between intra- and inter-state calling over time.

Billing Fees & Policies - Inmate Telephone System	
Billing Fee or Policy	**Amount**
Prepaid Collect - Account Funding by telephone or internet	$7.95
Prepaid Collect - Account Funding through 3rd parties (Western Union) *	$5.50 (WU Swift Pay) $9.95 (WU Quick Collect)
Prepaid Collect - Account refund fee	Waived
Prepaid Collect - Account Funding by mail	$7.95
Prepaid Collect - Minimum funding amount	None
Prepaid Collect - Account Setup (any funding method)	None
Prepaid collect - Monthly account maintenance	None
Prepaid collect - Cost recovery, USF administration, equipment use, or any other fee not mandated by government agencies	None
Prepaid Collect - Account expiration policy	Refunds available at any time, *regardless of date of last use*
Traditional Collect - Billing Statement Fee (per bill regardless of number of calls)	$2.49
All calls - taxes	Charged to customer at pass-through only

* *Western Union charges are negotiated rates - no additional fees added/retained by CenturyLink*

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Inmate Phone Service BID # PD 13-14.064						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/6/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Percent on Gross Revenue
Montgomery Technology Systems LLC	Y	Check	Y	Y	N	N	68%
Global Tel Link Corporation	Y	Check	Y	Y	Y	Y	95%
Legacy Inmate Communications	Y	Check	Y	Y	Y	Y	83%
Securus Technologies	Y	Check	Y	Y	Y	Y	88.1%
CenturyLink	Y	Bond	Y	Y	Y	Y	96%
AmTel	Non-Responsive						
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 8/6/2014						
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 8/6/2014						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 8/6/2014						

CAR **BOCC**
DATE 9/25/2014 **DATE 9/25/2014**

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to CenturyLink.

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 @ 4:30 p.m. CDT on 08/12/2014

JFP/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6495 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Food Services for the Jail PD 13-14.065
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 13-14.065, Food Services for the Jail -Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.065, Food Services for the Jail, and approve the Agreement for Inmate Food Service between Ararmark Correctional Services, LLC, and Escambia County, in the amount of $1,400,000, for a term of three years, with options for two 12-month extensions.

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 53401]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal July 14th 2014. A total of six bids were received. Two were non-responsive.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 290401, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab Awarded

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Food Service for the Jail BID # PD 13-14.065**						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/7/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Price Per Meal/Total
Valley Services, Inc.		Non-Responsive					
CBM Management		No Bid					
ABL Management, Inc.	Y	Bond					.81418
Trinity Services Group, Inc.	Y	Bond	Y	Y	Y	Y	.91/6.71
Aramark Correctional Services, LLC	Y	Bond	Y	Y	Y	Y	.779
A'viands Food and Services	Y	Bond	Y	Y	Y	Y	.897
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 8/7/2014						
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 8/7/2014						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 8/7/2014						

CAR
DATE 9/4/2014

BOCC
DATE 9/4/2014

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Aramark Correctional Services, LLC.

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 @ 4:30 p.m. CDT on 08/12/2014

JFP/lk

AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of inmate food service as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. In the event of a conflict

between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "C"**.

5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written notice to the County or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal

injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address; notice shall be made to each party as follows:

To: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14. 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.

15. 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.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. 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.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/5/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
Lumon J. May, Chairman

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Senior Vice President

Witness: _____

Date: _____

Witness: _____

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections

P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Escambia County Corrections; Inmate Food Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC)

All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- special management meals.
- Special/ modified diets
- alternate menu items as needed determined need during natural or domestic emergency situations.

Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.
If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)
Modified diets shall be prepared for inmates when ordered by a physician or designee.
Records of meals served shall be kept for one (1) year.
Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.
Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist



or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.
Inmate labor will be provided by the agency to augment the contractor's food services personnel.
Contractor agrees to supervise inmate labor in the operation of inmate food service.
All contactor employees must satisfy all requirements for back ground security checks and must have accepted finger prints from FDLE.
All contactor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

ESCAMBIA COUNTY CORRECTIONS; INMATE FOOD SERVICE, SCOPE OF WORK (SOW)

1. It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

   Aramark understands and will comply.

2. All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

   Aramark understands and will comply.

3. The meals shall, at a minimum consist of the following:
   - Breakfast, lunch and dinner.
   - Special management meals.
   - Special/modified diets
   - Alternate menu items as needed determined need during natural or domestic emergency situations.

   Aramark understands and will comply.

4. Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

   Aramark understands and will comply.

5. Menus—The Recommended Dietary Allowances of the National Research Council—National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

   Aramark understands and will comply.



6. If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

   Aramark understands and will comply.

7. Modified diets shall be prepared for inmates when ordered by a physician or designee.

   Aramark understands and will comply.

8. Records of meals served shall be kept for one (1) year.

   Aramark understands and will comply.

9. Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

   Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

   Aramark understands and will comply.

10. Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

    Aramark understands and will comply.

11. Inmate labor will be provided by the agency to augment the contractor's food services personnel.

    Aramark understands and will comply.

12. Contractor agrees to supervise inmate labor in the operation of inmate food service.

    Aramark understands and will comply.

13. All contractor employees must satisfy all requirements for background security checks and must have accepted finger prints from FDLE.

    Aramark understands and will comply.

14. All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

    Aramark understands and will comply.

15. Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

    Aramark understands and will comply.

16. Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

    Aramark understands and will comply.

BID FORM
Specification Number PD 13-14.065
Food Services for the Jail

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502
Commissioners:

Date: August 7, 2014

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Food Services for the Jail** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Meal Type	Price Per Meal
Inmate Meal	$.779
Staff Meal	$.779
Outside Boxed Lunch Meal	$.779
Outside Boxed Dinner Meal	$.779
Special Modified Meal (Medical Needs)	$.779
Special Management Meal	$.779
Special Religious Meals (Kosher, etc.)	$.779
Supplies	$0

TOTAL $5.453

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/5/2014 Addendum No. 2 Date 8/5/2014

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

* Please see attached originally issued Bid Form for Aramark's Corporate Seal, if needed

State of Florida Department of State Certificate of Authority Document Number M07000002243

Occupational License No. Site specific: Aramark will obtain upon award of contract.

Florida DBPR Contractor's License, Certification and/or Registration No. H07000102696

Type of Contractor's License, Certification and/or Registration N/A

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox ___

Will your company accept Escambia County Purchasing Cards? Yes ___ No X.

Will your company accept Escambia County Direct Payment Vouchers? Yes ___ No X.

County Permits/Fees required for this project:

Bidder: Aramark Correctional Services, LLC

By: Tim Barttrum

Signature: [signature]

Title: Vice President of Business Development

Address: 1101 Market Street
Philadelphia, Pennsylvania 19107

Person to contact concerning this bid:
Derek Harless, Director of Business Development
Phone/Toll Free/Fax #Cell: (904) 703-2274 /
/ Toll Free: (800) 777-7090 / Fax: (904) 230-3833
E-Mail Address: Harless-Derek@aramark.com
Home Page Address: www.aramarkcorrections.com

Person to contact for emergency service:
Reggie Campbell, District Manager
Phone/Cell/Pager #: Cell: (850) 322-2292

Person to contact for disaster service:



Permit	Cost
Aramark will provide all licenses and permits needed upon award of contract.	

Reggie Campbell, District Manager
Home Address: 5502 Colinas Verde Drive
Milton, Florida 32570
Home Phone/Cell/Pager #: Cell: (850) 322-2292

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of $1000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6828 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: OLF-X Timber Removal and Sale of Timber PD 13-14.077
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning OLF-X Timber Removal and Sale of Timber, PD 13-14.077 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD 13-14.077, OLF-X Timber Sale, and approve the Agreement for Sale/Purchase of Timber between Escambia Timber, LLC, and Escambia County, for timber removal and sale of timber, with proceeds of $198,667.24

[Funding: Fund 102, Economic Development Fund, Revenue Account 365004, Timber Sales]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on September 18th, 2014. Six bids were received. Escambia Timber, LLC was the highest bidder.

BUDGETARY IMPACT:

Contract PD13-14.077 is a Revenue Contract. Funding: Fund 102, Revenue, Cost Center 365004, Timber Sales

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract.

Attachments

Bid Tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: OLF-X Timber Sale BID # PD 13-14.077						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/10/2014 Bid Opening Location: Rm 11.201 **NAME OF BIDDER**	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgment of Addendum	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total
T.R. Miller Mill Co.	Y	Check	Y	Y	Y	Y	$194,927.15
Mid-South Timber Co., LLC	Y	Check	N	N	N	N	$193,635.00
Escambia Timber, LLC	Y	Check	Y	Y	Y	Y	$198,667.24
Ayres Forestry, Inc.	Y	Check	Y	Y	Y	Y	$197,222.87
J.E. Estes Wood Co., Inc.	Y	Check	Y	Y	Y	Y	$165,625.00
Conecuh Timber, Inc.	Y	Check	Y	Y	Y	Y	$183,022.30
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager DATE: 9/10/2014						
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 9/10/2014						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 9/10/2014						

CAR
DATE 9/25/2014

BOCC
DATE 9/25/2014

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to the highest bidder Escambia Timber, LLC.

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 @ 12:15p.m. CDT on 09/16/2014

JFP/lk

AGREEMENT FOR SALE/PURCHASE OF TIMBER (PD13-14.077)

THIS AGREEMENT entered into this _____ day of _____, 2014 ("Effective Date"), between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") and Escambia Timber, LLC, a foreign for-profit limited liability company authorized to conduct business in the State of Florida, with administrative offices located at Highway 31 South, Brewton, Alabama 36427 (hereinafter referred to as "Purchaser"), each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for the removal and sale of timber on certain real property owned by Escambia County as specified in the solicitation (PD 13-14.077); and

WHEREAS, the Purchaser was the most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to sell certain timber as set forth in this Agreement, and the Purchaser has agreed to remove and purchase said timber as set forth herein; and

WHEREAS, the County and Purchaser have agreed to execute this Agreement for the purpose of setting forth the terms and conditions whereby the Purchaser shall remove and purchase said timber from the County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. The County agrees to sell to the Purchaser under the terms and conditions hereinafter stated certain timber located on a certain tract of land belonging to the County situated in the County of Santa Rosa, State of Florida, as described in the site location map provided in the Escambia County's Invitation to Bidders for OLF-X Timber Removal, Specification No. P.D. 13-14.077, attached hereto as Exhibit "A".

3. The Purchaser agrees to cut and remove all merchantable timber within the designated harvest area in strict accordance with the terms and conditions outlined in Exhibit A. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4 The Purchaser agrees to pay the County on a weekly basis for all the timber harvested in accordance with the specifications set forth in the Purchaser's Bid Form

dated September 10, 2014, attached hereto as Exhibit "B". The Purchaser shall also pay $16.50 per ton for pine pulpwood with a minimum top diameter of 2 inches and a minimum length of 12 feet. The pay-week shall be Monday through Saturday and the weekly payments shall be mailed to the County no later than the Tuesday following each pay-week. For the purposes of this contract, one ton equals 2000 pounds and all tree diameters and circumferences are to be measured outside the bark. All timber included in this agreement will remain the property of the County until paid for in full.

5. The Purchaser shall comply with all laws and regulations governing timber harvesting and transportation, including Florida Silviculture Best Management Practices (BMPs), and the Purchaser will be responsible for any violations.

6 The County guarantees title to the timber and will defend said title from all persons whomsoever, and also guarantees right of ingress, egress and regress to the Purchaser and their agent for the purpose of this agreement.

7. The Purchaser's representative will maintain a daily logging ledger that shall be available to the County's agent at all times, and a copy of this ledger will be sent to the County's agent with the scale tickets and settlement check on a weekly basis. The ledger will include the load ticket number (provided by agent) that will be attached to each truck load of forest product harvested and corresponding receipt load number shall be attached to each scale ticket.

8. Prior to commencing timber removal, the Purchaser must receive a written Notice to Proceed from the County's agent. The Purchaser shall have 180 days from the date of the Notice to Proceed to complete all timber harvesting. An extension of time may be granted at the County's sole discretion.

9. The Purchaser shall coordinate all logging operations with the County's agent and notify the County's agent a minimum of 48 hours prior to commencing, ceasing, or resuming timber removal. The County and/or County's agent may, at their discretion, stop timber harvesting at any time.

10. The Purchaser will be permitted to use A.D. Kelly Road (via Ard Field Road) to access the site but shall not be allowed to load timber while on the roadway or otherwise block access to the roadway. Purchaser shall properly maintain all access roads during harvesting and return the roadway(s) to the original condition upon completion.

11. A performance bond of $2,000, applied at contract closing date will be refunded to Purchaser, based on the performance of this agreement at the termination of this agreement. The Purchaser shall provide to County a timber release letter upon completion of all harvesting.

12. Indemnification. The Purchaser agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions,

damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Purchaser's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Purchaser or by anyone for whom the Purchaser is legally liable. The parties understand and agree that such indemnification by the Purchaser relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Purchaser'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 Purchaser agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13. Insurance. During the term of this agreement, the Purchaser is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) If applicable, Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Purchaser consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Purchaser agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a

minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

14. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Purchaser. This Agreement may be terminated for cause by the Purchaser upon providing thirty (30) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for timber harvested through the date of termination.

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.

16. Public Records. The parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right, or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

17. Relationship of Parties. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and the Purchaser.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Purchaser acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

19. Compliance with Laws. Purchaser agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

20. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Approved as to form and legal sufficiency.
By/Title:
Date: 9/18/14

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

PURCHASER:

ESCAMBIA TIMBER, LLC

By: _____
Martin Fowler, President

Date: _____

_____
Witness

_____
Witness

ESCAMBIA COUNTY

SCOPE OF WORK
OLF-X TIMBER SALE
PD#13-14.077
EXHIBIT A

GOALS AND OBJECTIVES

The intent of this project is to remove existing timber stands on 601-acres of land owned by Escambia County. All the timber is being sold except for that within two small "out-areas" delineated with red flagging tape. The land is in Section 32, Township 4 North, and Range 29 West in Santa Rosa County, Florida (near Chumuckla, see **Attachment A**). The timber is being sold on a per-ton pay-as-cut basis. All the boundary lines are flagged with pink flagging. North-south-running access trails have been cleared at 150' intervals across the entire property. These trails should aid buyers in viewing the timber. The successful bidder will have 90 days to complete harvesting the timber. If unusually wet weather is encountered during the harvesting period, an extension of time will be granted by the seller. The buyer will provide the seller with a timber release letter when harvesting is completed. Site visits to inspect the timber sale may be arranged through Escambia County engineering consultant Baskerville-Donovan. Stan Revis of Tree Longevity Corporation is authorized to administer and monitor the timber sale. Prior to the commencement of harvesting, the buyer and/or logger shall meet with the Escambia County staff and Baskerville-Donovan.

The logging conditions on this high and dry site are excellent. Most of the timber volume is in Stand #1 (see **Attachment B**) which is 241 acres of 27-34 year-old planted pines (mostly slash). Some of Stand #3 (pre-commercial planted pines) could be harvested as whole-tree-chips. There is also a hardwood understory in much of Stand #1 which could be chipped. It is in the seller's interest to clear as much wood from the site as is possible. A conventional logging operation along with a chipping operation would be ideal for the seller's purposes. However, chipping is not a requirement to bid on this timber sale (most of the value on this tract is in round-wood). All bids will be assessed on their anticipated overall economic return to the seller. Bidders should submit their per-ton pay-as-cut bids on the enclosed bid form.

- ☐ The County reserves the right to reject any and all bids and to waive any irregularity in bids received.

- ☐ Contract closing will be within thirty (30) days of written notification. Escambia County will prepare the Timber Sale Contract, therefore no closing costs are anticipated. If there are any closing costs, they will be the responsibility of the buyer.

- ☐ The buyer will be required to provide a certificate of insurance at contract closing.

- ☐ The buyer, or the buyer's logger, must have a representative who is a Florida Master Logger or an Alabama Professional Logging Manager. That representative will be available for a pre-harvest meeting on the site with County staff, Baskerville-Donovan, or authorized agent.



- ☐ The buyer shall comply with all laws and regulations governing timber harvesting and timber transportation, including Florida's Silviculture Best Management Practices (BMP's). The buyer will be responsible for any violations.

- ☐ All felling, skidding, loading, and hauling must be done within the sale boundaries.

- ☐ All trash, tires, containers and petroleum products utilized and/or generated during the harvesting operation shall be removed and properly disposed of at the completion of harvesting.

- ☐ The buyer shall utilize and merchandize all wood products so as to maximize their economic return to the seller.

- ☐ County staff, Baskerville-Donovan, or authorized agent must be notified at least 48 hours prior to logging operations beginning, ceasing, or resuming.

- ☐ The buyer will be allowed to use A.D. Kelly Road (the road along the south side of the tract) to access the site. However, the buyer will not be allowed to block or load timber on A.D Kelly Road. Access to A.D Kelly Road (a private road) is from Ard Field Road. All roads must be maintained during harvesting and returned to their original condition at the completion of harvesting. {The intersection of A.D. Kelly Road with Ard Field Road is two miles north of Highway-182. There is no sign for A.D. Kelly Road at the intersection. The locked gate to A.D. Kelly Road is marked with pink flagging tape}

- ☐ The buyer or logger will maintain a daily logging ledger on site (supplied by or approved by County staff, Baskerville-Donovan, or authorized agent). The ledger will be available to County staff or authorized agent at all times. A copy of this ledger shall be sent to Jeff Hester with the scale tickets and wood settlement check on a weekly basis at the address below. The ledger will include the load ticket number for each load.

  Jeff Hester
  Environmental Technician
  Natural Resources Conservation Division
  151 Highway 97
  Molino, Florida 32577

- ☐ County staff, Baskerville-Donovan, or authorized agent has the ability to stop harvesting at any time.

- ☐ A $2,000 performance bond will be required of the buyer at contract closing.

- ☐ The buyer shall disperse skid trails so as to avoid excessive rutting (refer to Florida's Silviculture Best Management Practices). Excessive rutting will not be allowed.

- ☐ Removal of any "leave" pines within the two (red flagged) "out-areas" will be compensated for at the rate of $500 per tree.

ATTACHMENT A

SITE LOCATION MAP

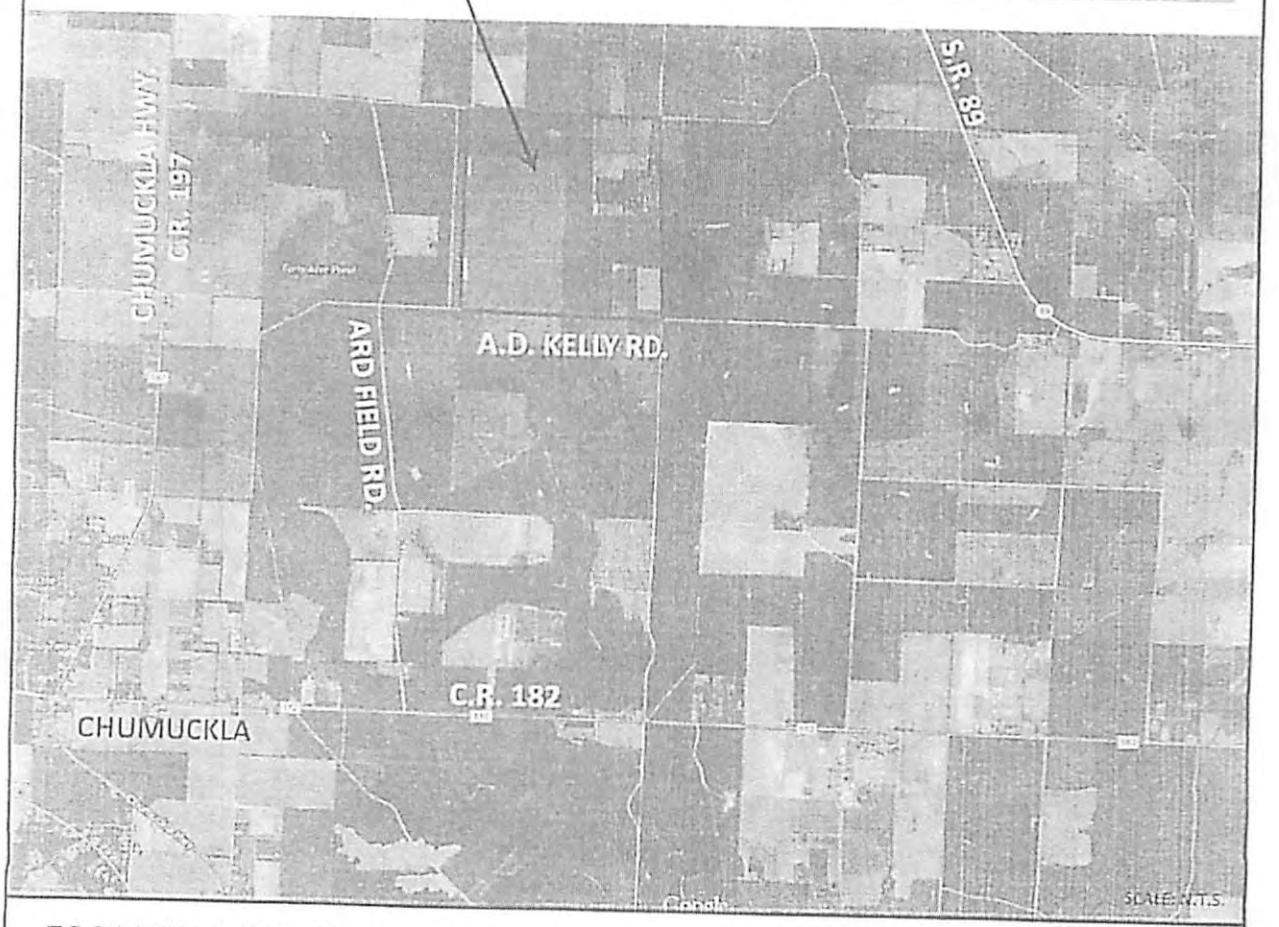
LEGEND

SITE LOCATION

PROPERTY OUTLINE



SEC32, T4N, R29 W



ESCAMBIA CO. TIMBER REMOVAL

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

ATTACHMENT B

OLF-X TIMBER SALE MAP

SEC 32, T2N, R29W, SANTA ROSA COUNTY, FLORIDA

STAND #1---241 ACRES---27-34 YEAR-OLD PINES

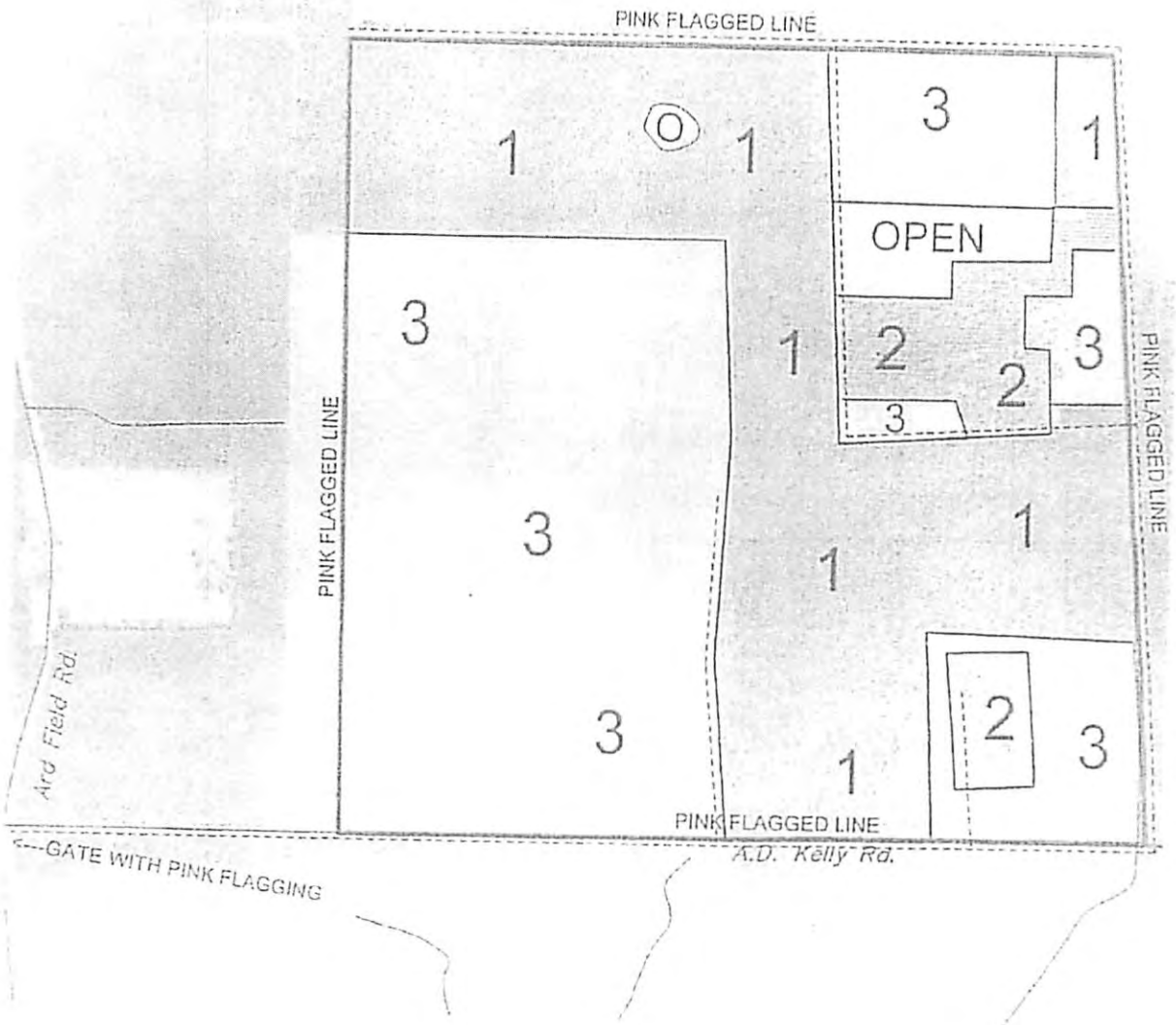
STAND #2---37 ACRES---10-14 YEAR-OLD PINES

STAND #3---297 ACRES---2-4 YEAR OLD PINES

OPEN LAND & ROADS---26 ACRES

NORTH

APPROXIMATE SCALE 1" = 1000'



SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4878
Fax No: (850) 595-4807

Invitation to Bid
OLF-X TIMBER SALE
SOLICITATION NUMBER: PD 13-14.077

SOLICITATION

MAILING DATE: Monday, August 18, 2014
PRE-BID CONFERENCE: NA
OFFERS WILL BE RECEIVED UNTIL: Wednesday, 3:00p.m., CDT at the Office of Purchasing and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 20-8570486

TERMS OF PAYMENT: Company Check weekly

DELIVERY DATE WILL BE____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Escambia Timber, LLC
ADDRESS: P.O. Box 801
CITY, ST. & ZIP: Brewton, AL 36427
PHONE NO.: (251) 867-5514
TOLL FREE NO.: (877) 246-4056
FAX NO.: (251) 867-5514

REASON FOR NO OFFER:

BID BOND ATTACHED $ 2000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Martin Fowler
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Martin Fowler
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By____ Signature of Person Authorized to Sign Date

ATTEST:____ Corporate Secretary Date

[CORPORATE SEAL]

ATTEST:____ Witness Date

ATTEST:____ Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By____ County Administrator Date

WITNESS ____ Date

WITNESS ____ Date

Awarded Date____

Effective Date____

EXHIBIT B
tabbies

BID FORM
Specification Number PD 13 14 .077
OLF-X TIMBER SALE

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: September 10, 2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **OLF-X TIMBER SALE** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 13-14.077 Date 8/26/14 Addendum No._____ Date_____

Addendum No._____ Date _____ Addendum No._____ Date_____

PAY-AS-CUT BID FORM

PRODUCT	BID $ PER TON	MINIMUM SPECIFICATIONS BUTT DIA.	TOP DIA.	LENGTH	OTHER SPECIFICATIONS
Pine Pulpwood					
Pine Canterwood	22.16	9	5	25	
Pine Chip-N-Saw	26.19	11	7	25	
Pine Saw Logs	26.19	11	7	25	
Pine Ply Logs	26.19	11	7	25	
Pine Poles	52.00	13"	7	40' min	37" circ. @ 6'
Whole Tree Chips		———	———	———	
Hardwood Pulpwood	18.00	No min	2-3"	12'	
(Other)	$20.37	No min	2"	10'-12'	All Merchantable
(Other)	ALL	Merchantable	Pine	Pines	

Please add any information below that you think should be considered regarding your bid (special equipment, etc.).

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number NA

Occupational License No. NA

Florida DBPR Contractor's License, Certification and/or Registration No. NA

Type of Contractor's License, Certification and/or Registration NA

Expiration Date:_____

Bidder: Escambra Timber, LLC

By: Martin Fowler

Signature: Martin Fowler

Title: Co-owner

Address: P.O. Box 801
Brewton, AL 36427

Person to contact concerning this bid:
Martin Fowler
Phone/Toll Free/Fax # 251-867-5514
or 877-246-4056
E-Mail Address: escambratimber@gmail.com
Home Page Address: "

Person to contact for emergency service:
Same as above
Phone/Cell/Pager #:

County Permits/Fees required for this project:

Permit	Cost

Person to contact for disaster service:
Same as above
Home Address:

Home Phone/Cell/Pager #:

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of $2,000.00.

The work shall be completed within one-hundred eighty (180) calendar days from the Commencement Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6787 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Escambia County Office Complex (COC) Chiller Replacement PD 13-14.079
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Central Office Complex Chiller Replacement, PD 13-14.079 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.079, Escambia County Central Office (COC) Chiller Replacement, to Comfort Systems USA (Southeast), Inc., for the base Bid Option B, $175,854, and Bid Alternate, $7,680, for a total amount of $183,534, and authorize the County Administrator to execute all Purchase Orders, $50,000 or greater, for the Owner Direct Purchases.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56401]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on August 27th 2014. Five bids were received.

The hard freeze in January of this year damaged both chillers at the County Office Complex on West Park Place. One chiller was repaired but the other chiller could not be repaired and must be replaced. Insurance will be paying for the replacement of this chiller.

BUDGETARY IMPACT:

Funding: Fund 501 Internal Service Fund , Cost Center 140836, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Chiller Replacement Escambia County COC IITB#: PD 13-14.079								
BID Opening Time: 3:00PM, CDT BID Opening Date: 9/4/14 Opening Location: Purchasing NAME OF BIDDERS	Solicitation Offer & Award Cover Sheet	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Bid Bond Or Check	Acknow. of Addendum	Bid Option "A"	Bid Option "B"	Bid Alternate
Air Design Systems, Inc.	Y	Y	Y	Y	Bond	Y	$253,670	$216,210	$12,634
Prime Mechanical, Inc.	Y	Y	Y	Y	Bond	Y	$236,750	$206,360	$11,000
Engineered Cooling Services	Y	Y	Y	Y	Bond	Y	$249,900	$201,000	$13,400
James B. Donaghey, Inc.	Y	N	N	N	Bond	Y	$239,980	$193,920	$12,220
Comfort Systems USA (Southeast), Inc.	Y	Y	Y	Y	Bond	Y	$240,804	$175,854	$7,680
BID S OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator DATE: September 4, 2014								
BIDS TABULATED BY:	Lori Kistler, Senior Office Support Assistant DATE: September 4, 2014								
BIDS WITNESSED BY:	Lori Kistler, Senior Office Support Assistant DATE: September 4, 2014								

CAR DATE 9/25/2014

BOCC DATE 9/25/2014

That the Board award a Contract to Comfort Systems USA (Southeast), Inc. for the Bid Option B, $175,854 and Bid Alternate 1 $7680 for a total amount of $183,534, also, to authorize the County Administrator to execute all related documents and Purchase Orders in excess of $50,000 for Owners Direct Purchases. Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Re-Posted 9/10/14 @ 10:30am

JP/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6814 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Gasoline and Diesel Fuel PD 13-14.083
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gasoline and Diesel Fuel, PD 13-14.083 - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.083, Gasoline and Diesel Fuel, and approve the Agreement Relating to Gasoline and Diesel Fuel between Cougar Oil Company and Escambia County for the annual budgeted amount of $6,500,000, for a 12-month term, effective October1, 2014, with the option for two 12-month extensions.

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

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on August 25, 2014. Four bids were received. The bid from Cougar Oil Company provided the lowest overall cost for gasoline and diesel per the County's specifications.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Gasoline and Diesel Fuel** **BID # PD 13-14.083**						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/11/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Calculated Bid
Petroleum Traders Corp.	Y	Bond	Y	Y	Y	Y	$69,031.00
The McPherson Companies	Y	Check	Y	Y	N	Y	$59,365.62
Mansfield Oil Co. of Gainesville, Inc.	Y	Check	Y	Y	Y	Y	$72,564.50
Cougar Oil Co.	Y	Bond	Y	Y	Y	Y	$56,041.00
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator		DATE: 9/11/2014				
BIDS TABULATED BY:	Lori Kistler, SOSA		DATE: 9/11/2014				
BIDS WITNESSED BY:	Lori Kistler, SOSA		DATE: 9/11/2014				

CAR
DATE **9/25/2014**

BOCC
DATE **9/25/2014**

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Cougar Oil.

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 @ 4:30p.m. CDT on 09/12/2014

JFP/lk

Fuel Bid Tab 2014

	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
Cougar Oil						
Transport Delivery						
Gasoline Unlead 89	0.0309	0.0409	NA	0.0839	0.0409	0.0409
Gasoline Unlead 92	0.0309	0.0409	NA	0.0839	0.0409	0.0409
#2-D Ultra Low Sulfur Red Dye	0.0319	0.0419	NA	0.0849	0.0419	0.0419
#2 D Ultra Low Sulfur	0.0319	0.0419	NA	0.0849	0.0419	0.0419
Gasoline Unlead 87	0.0309	0.0409	NA	0.0839	0.0409	0.0409
TankWagon						
Gasoline Unlead 87	0.14	0.15	NA	0.25	0.15	0.15
Gasoline Unlead 89	0.14	0.15	NA	0.25	0.15	0.15
Gasoline Unlead 92	0.14	0.15	NA	0.25	0.15	0.15
#2-D Ultra Low Sulfur Red Dye	0.14	0.15	NA	0.25	0.15	0.15
#2 D Ultra Low Sulfur	0.14	0.15	NA	0.25	0.15	0.15
Mcpherson Oil						
Transport Delivery						
Gasoline Unlead 89	0.02942	0.035342	NA	0.0809	0.04538	0.053266
Gasoline Unlead 92	0.02942	0.035342	NA	0.0809	0.04538	0.053266
#2-D Ultra Low Sulfur Red Dye	0.033825	0.041938	NA	0.0916	0.050479	0.059169
#2 D Ultra Low Sulfur	0.033825	0.041938	NA	0.0916	0.050479	0.059169
Gasoline Unlead 87	0.02942	0.035342	NA	0.0809	0.04538	0.053266
TankWagon						
Gasoline Unlead 87	0.145	0.18	NA	0.35	0.18	0.2
Gasoline Unlead 89	0.145	0.18	NA	0.35	0.18	0.2
Gasoline Unlead 92	0.145	0.18	NA	0.35	0.18	0.2
#2-D Ultra Low Sulfur Red Dye	0.145	0.18	NA	0.35	0.18	0.2
#2 D Ultra Low Sulfur	0.145	0.18	NA	0.35	0.18	0.2
Mansfield Oil						
Transport Delivery						
Gasoline Unlead 89	0.035	0.0493	0.0503	0.1059	0.0651	0.0772
Gasoline Unlead 92	0.035	0.0493	0.0503	0.1059	0.0651	0.0772
#2-D Ultra Low Sulfur Red Dye	0.0373	0.0529	0.0512	0.1031	0.0638	0.0759
#2 D Ultra Low Sulfur	0.0373	0.0529	0.0512	0.1031	0.0638	0.0759
Gasoline Unlead 87	0.035	0.0493	0.0503	0.1059	0.0651	0.0772
TankWagon						
Gasoline Unlead 87	0.179	0.214	0.214	0.284	0.214	0.234
Gasoline Unlead 89	0.179	0.214	0.214	0.284	0.214	0.234
Gasoline Unlead 92	0.179	0.214	0.214	0.284	0.214	0.234

#2-D Ultra Low Sulfur Red Dye	0.179	0.214	0.214	0.284	0.214	0.234
#2 D Ultra Low Sulfur	0.179	0.214	0.214	0.284	0.214	0.234
Petroleum Traders						
Transport Delivery						
Gasoline Unlead 89	0.032	0.0533	NA	0.1115	0.0575	0.0648
Gasoline Unlead 92	0.032	0.0533	NA	0.1115	0.0575	0.0648
#2-D Ultra Low Sulfur Red Dye	0.035	0.0607	NA	0.1199	0.065	0.0764
#2 D Ultra Low Sulfur	0.035	0.0607	NA	0.1199	0.065	0.0764
Gasoline Unlead 87	0.032	0.0533	NA	0.1115	0.0575	0.0648
TankWagon						
Gasoline Unlead 87	0.175	0.175	NA	0.175	0.175	0.175
Gasoline Unlead 89	0.175	0.175	NA	0.175	0.175	0.175
Gasoline Unlead 92	0.175	0.175	NA	0.175	0.175	0.175
#2-D Ultra Low Sulfur Red Dye	0.195	0.195	NA	0.195	0.195	0.195
#2 D Ultra Low Sulfur	0.195	0.195	NA	0.195	0.195	0.195

Example calculations for estimated gallons

	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
Cougar Oil (Transport) 800,000 gals						
unleaded fuels	$24,720.00	$32,720.00		$67,120.00	$32,720.00	$32,720.00
diesel fuels	$25,520.00	$33,520.00		$67,920.00	$33,520.00	$33,520.00
(Tankwagon) 3500 gals						
unleaded fuels	$490.00	$525.00		$875.00	$525.00	$525.00
diesel fuels	$490.00	$525.00		$875.00	$525.00	$525.00
Mcpherson Oil (Transport) 800,000 gals						
unleaded fuels	$23,536.00	$28,273.60		$64,720.00	$36,304.00	$42,612.80
diesel fuels	$27,060.00	$33,550.40		$73,280.00	$40,383.20	$47,335.20
(Tankwagon) 3500 gals						
unleaded fuels	$507.50	$630.00		$1,225.00	$630.00	$700.00
diesel fuels	$507.50	$630.00		$1,225.00	$630.00	$700.00

Mansfield Oil (Transport) 800,000 gals					
unleaded fuels	$28,000.00	$39,440.00	$84,720.00	$52,080.00	$61,760.00
diesel fuels	$29,840.00	$42,320.00	$82,480.00	$51,040.00	$60,720.00
(Tankwagon) 3500 gals					
unleaded fuels	$626.50	$749.00	$994.00	$749.00	$819.00
diesel fuels	$626.50	$749.00	$994.00	$749.00	$819.00
Petroleum Traders (Transport) 800,000 gals					
unleaded fuels	$25,600.00	$42,640.00	$89,200.00	$46,000.00	$51,840.00
diesel fuels	$28,000.00	$48,560.00	$95,920.00	$52,000.00	$61,120.00
(Tankwagon) 3500 gals					
unleaded fuels	$612.50	$612.50	$612.50	$612.50	$612.50
diesel fuels	$682.50	$682.50	$682.50	$682.50	$682.50

On the average, we receive 70% of our fuel from the Pensacola Terminal, 30% from others(Mobile-Freeport-Niceville) Taking this into consideration, Cougar Oil is determined to be the most resposive bidder.

	Pensacola	Mobile	Niceville	Freeport	Total		
	70%	10%	10%	10%	100%		
Cougar Oil (Transport) 800,000 gals							
unleaded fuels	$17,304.00	$3,272.00	$3,272.00	$3,272.00	$27,120.00		
diesel fuels	$17,864.00	$3,352.00	$3,352.00	$3,352.00	$27,920.00		
(Tankwagon) 3500 gals							
unleaded fuels	$343.00	$52.50	$52.50	$52.50	$500.50		
diesel fuels	$343.00	$52.50	$52.50	$52.50	$500.50		
						Total	**$56,041.00**
Mcpherson Oil (Transport) 800,000 gals							
unleaded fuels	$16,475.20	$2,827.36	$3,630.40	$4,261.28	$27,194.24		
diesel fuels	$18,942.00	$3,355.04	$4,038.32	$4,733.52	$31,068.88		
(Tankwagon) 3500 gals							
unleaded fuels	$355.25	$63.00	$63.00	$70.00	$551.25		
diesel fuels	$355.25	$63.00	$63.00	$70.00	$551.25		
						Total	**$59,365.62**
Mansfield Oil (Transport) 800,000 gals							
unleaded fuels	$19,600.00	$3,944.00	$5,208.00	$6,176.00	$34,928.00		

diesel fuels	$20,888.00	$4,232.00	$5,104.00	$6,072.00	$36,296.00		
(Tankwagon) 3500 gals							
unleaded fuels	$438.55	$74.90	$74.90	$81.90	$670.25		
diesel fuels	$438.55	$74.90	$74.90	$81.90	$670.25		
						Total	**$72,564.50**
Petroleum Traders (Transport 800,000 gals							
unleaded fuels	$17,920.00	$4,264.00	$4,600.00	$5,184.00	$31,968.00		
diesel fuels	$19,600.00	$4,856.00	$5,200.00	$6,112.00	$35,768.00		
(Tankwagon) 3500 gals							
unleaded fuels	$428.75	$61.25	$61.25	$61.25	$612.50		
diesel fuels	$477.75	$68.25	$68.25	$68.25	$682.50		
						Total	**$69,031.00**

AGREEMENT RELATING TO GASOLINE AND DIESEL FUEL PD 13-14.083

This Agreement is made this ____ day of _____, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Cougar Oil, Inc., a foreign for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 63-0596053, and whose principal address is 1411 Water Avenue, Selma, Alabama 36071.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for the provision of Gasoline and Diesel Fuel as specified in the solicitation (PD 13-14.083); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon October 1, 2014, and continue for a term of one (1) year. Upon mutual agreement of the parties, the contract may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.083, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor in accordance with the Bid Form, dated September 2, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to a designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

6. Annual Price Adjustments. Either party may request an adjustment in the Contractor's existing rate schedule on an annual basis. Both the Contractor and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Contractor's revised rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law, and the Contractor shall no longer be eligible to offer its services to the County pursuant to this Agreement. Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express.

Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Cougar Oil, Inc.
Attention: Rex Jones
3861 North Palafox Street
Pensacola, Florida 32505

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor 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.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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 parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/15/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

CONTRACTOR:

COUGAR OIL, INC.

By: _____
J. Larry Jones, President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

INVITATION TO BIDDERS

GASOLINE AND DIESEL FUEL

SPECIFICATION NUMBER PD 13-14.083
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, September 11, 2014
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement and Technical Assistance:
Joe Pillitary, CPPB, CPPO
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Joe_pillitary@co.escambia.fl.us
http://www.myescambia.com/Bureaus/ManagementServices/Vendors.html

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



EXHIBIT A

SCOPE OF WORK/SERVICE
Gasoline and Diesel Fuel

Contract Effective: October 1, 2011 until September 30, 2012
(With two one-year options to renew.)

The contractor shall provide on each weekday, by noon (Central Time), a copy of the daily OPIS PAD 1 Report for the Pensacola, Florida Terminal to the County Fuels Manager, all labor, equipment and transportation of Fuels from Terminal of embarkation to all specified delivery sites within twenty-four (24) hours; under emergency declaration delivery will be as needed by the County. The County shall provide assistance at Delivery Sites to ensure access to tanks and sign for all fuel received.

For the purpose of this Bid, deliveries shall be divided into Tank Wagon and Transport Delivery, with the following Specifications being applicable. **Ethanol Products are Unacceptable, *Unless required for Pensacola area.*** All transport vehicles shall be equipped with a transfer pump delivery system (Incase pump-off is required).

The mark-up on the fuel being delivered will be tied to the type of vehicle requested by the County to deliver the fuel (tank wagon or transport wagon). **The County will pay the actual supplier price, plus mark-up, from the lowest available supplier.**

Transport deliveries will be a minimum 3,500 gallon loads.

Unleaded Gasoline
Tank Wagon

A. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

B. Gasoline, unleaded, antiknock (octane) index minimum 89 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

C. Gasoline, unleaded, antiknock (octane) index minimum 92 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

EXHIBIT A

Unleaded Gasoline
Transport Wagon

D. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Average Monthly Delivery

	Type of Facility Location / FDEP Number	Delivery	Diesel	Unleaded Regular	Premium
1	**Century Facility / 1792 02537 10 Tedder Rd. Century, FL 32535**	**Transport**	**900**	**3000**	**0**
2	Road Department / 1785 19992 601 Hwy 297A, Cantonment, FL 32533	**Transport**	**12,000**	**10,000**	**0**
3	**Road Department / 1786 26780 4901 Camp Rd. McDavid, FL 32535**	**Transport**	**2,700**	**0**	**0**
4	**Sheriff Dept Sub-Station / 1786 26756 12950 Gulf Beach Hwy, Pensacola, FL 32507**	**Transport**	**1,300**	**3,600**	**0**
5	**Sheriff Dept / 1786 26821 1700 W Leonard St., Pensacola, FL 32501**	**Transport**	**0**	**31,000**	**0**
6	**Transit Facility / 1785 07871 1515 W Fairfield Dr., Pensacola, FL 32501**	**Transport**	**29,000**	**9,400**	**0**
7	**Solid Waste / 1785 19990 13009 Beulah Rd., Cantonment, FL 32533**	**Transport**	**19,000**	**1,600**	**0**
8	**Emergency Preparedness/1786 26911 2920 North "L" St., Pensacola, FL 32501**	**Transport**	7,500 (Yearly)	**0**	**0**
9	**Public Safety Building / 1798 06878 6575 North "W" St., Pensacola, FL 32505**	**Transport**	**9,000**	**0**	**0**
10	**Fleet Maintenance Garage / 1785 19977 1651 E Nine Mile Rd, Pensacola, FL 32514**	**Transport**	**8,600**	**4,600**	**0**

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
JOE PILLITARY, CPPB, CPPO
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4807

Invitation to Bid
GASOLINE AND DIESEL FUEL
SOLICITATION NUMBER: PD 13-14.083

SOLICITATION

MAILING DATE: Monday, August 25, 2014
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, September 11, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-0596053

TERMS OF PAYMENT: 30 days

DELIVERY DATE WILL BE 1 DAYS AFTER RECIEPT OF PURCHASE ORDER

VENDOR NAME: Cougar Oil
ADDRESS: 3861 N. Palafox St.
CITY, ST. & ZIP: Pensacola, Fl. 32505
PHONE NO.: (850) 433-8557
TOLL FREE NO.: (800) 239-6451
FAX NO.: (850) 438-8313

REASON FOR NO OFFER:

BID BOND ATTACHED N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Rex Jones Secretary
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** RL Jones
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date:

Effective Date:

3

EXHIBIT
B
tabbies

BID FORM
Specification Number PD 13-14.083
Gasoline and Diesel Fuel

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 9-2-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	MARK-UP TO SUPPLIER'S PRICE					
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
TRANSPORT DELIVERY						
Gasoline, Unleaded, 89 Octane	.0309	.0409	NA	.0839	.0409	.0409
Gasoline, Unleaded, 92 Octane	.0309	.0409	NA	.0839	.0409	.0409
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.0319	.0419	NA	.0849	.0419	.0419
#2-D Ultra Low Sulfur Diesel Fuel	.0319	.0419	NA	.0849	.0419	.0419
Gasoline, Unleaded, 87 Octane	.0309	.0409	NA	.0839	.0409	.0409
TANK WAGON DELIVERY						
Gasoline, Unleaded, 87 Octane	.14	.15	NA	.25	.15	.15
Gasoline, Unleaded, 89 Octane	.14	.15	NA	.25	.15	.15
Gasoline, Unleaded, 92 Octane	.14	.15	NA	.25	.15	.15
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.14	.15	NA	.25	.15	.15
#2-D Ultra Low Sulfur Diesel Fuel	.14	.15	NA	.25	.15	.15

List of terminals and the available suppliers for each terminal:

Terminal: Pensacola — Suppliers: Motiva, Flint Hills, BP, Marathon and Truman Arnold Motiva

Terminal: Mobile — Suppliers: Motiva, BP, Marathon and Truman Arnold Motiva

Terminal: Montgomery — Suppliers: Flint Hills, Motiva, Valero, Placid, BP, Marathon + PURE

Terminal: Niceville — Suppliers: Citgo Unbranded

Terminal: Freeport — Suppliers: Murphy and PURE

Terminal: _____ — Suppliers: _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9-8-14 Addendum No. _____ Date _____

Addendum No. 2 Date 9-10-14 Addendum No. _____ Date _____

BID FORM
Specification Number PD 13-14.083
Gasoline and Diesel Fuel

Date: 9-2-14

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	MARK-UP TO SUPPLIER'S PRICE					
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
TRANSPORT DELIVERY						
Gasoline, Unleaded, 89 Octane	.0309	.0409	NA	.0839	.0409	.0409
Gasoline, Unleaded, 92 Octane	.0309	.0409	NA	.0839	.0409	.0409
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.0319	.0419	NA	.0849	.0419	.0419
#2-D Ultra Low Sulfur Diesel Fuel	.0319	.0419	NA	.0849	.0419	.0419
Gasoline, Unleaded, 87 Octane	.0309	.0409	NA	.0839	.0409	.0409
TANK WAGON DELIVERY						
Gasoline, Unleaded, 87 Octane	.14	.15	NA	.25	.15	.15
Gasoline, Unleaded, 89 Octane	.14	.15	NA	.25	.15	.15
Gasoline, Unleaded, 92 Octane	.14	.15	NA	.25	.15	.15
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	.14	.15	NA	.25	.15	.15
#2-D Ultra Low Sulfur Diesel Fuel	.14	.15	NA	.25	.15	.15

List of terminals and the available suppliers for each terminal:

Terminal: Pensacola — Suppliers: Motiva, Flint Hills, BP, Marathon and Trumco Arnold Motiva

Terminal: Mobile — Suppliers: Motiva, BP, Marathon and Trumco Arnold Motiva

Terminal: Montgomery — Suppliers: Flint Hills, Motiva, Valero, Placid, BP, Marathon and PURE

Terminal: Niceville — Suppliers: Citgo Unblended

Terminal: Freeport — Suppliers: Murphy and PURE

Terminal: _____ — Suppliers: _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9-8-14 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6743 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Install Refurbish and Removal of Pavement Markings and Associated Items PD 13-14.084
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items, PD 13-14.084 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers Inc., and Escambia County for the annual budgeted amount of $1,000,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, $400,000 and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # Various Project Numbers, $600,000]

BACKGROUND:

The Office of Purchasing advertised the solicitation September 1, 2014 in the Pensacola News Journal. Two bids were received on September 10, 2014.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 54601, $400,000 and
Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project # Various Project Numbers, $600,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Install, Refurbish & Removal of Pavement Markings & Associated Items BID # PD 13-14.084**								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 09/10/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total Parts I-V
Coastline Striping Inc	Yes	Check	N/A	Yes	Yes	Yes	N/A	Yes	$25,336.37
Gulf Coast Traffic Engineers Inc	Yes	Check	N/A	Yes	Yes	Yes	N/A	Yes	$24,135.70
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 09/10/2014								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associates DATE: 09/10/2014								
BIDS WITNESSED BY:	Cynthia Smith, RMLO DATE: 09/10/2014								

CAR **BOCC**
DATE 09/25/2014 **DATE 09/25/2014**

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Gulf Coast Traffic Engineers, Inc. in the amount of $1,000,000

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 9:00 a.m. CDT on 09/15/2014

JFP/abh

AGREEMENT RELATING TO PAVEMENT MARKINGS PD 13-14.084

This Agreement is made this ____ day of _____, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for installation, refurbishment, and removal of pavement markings and associated items (PD 13-14.084); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.084, attached hereto as Composite Exhibit "1". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Form, dated September 10, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc. Attention: Joel Enderson 8203 Kipling Street Pensacola, Florida 32514	To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. 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.

12. 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 it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/16/24

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:

Gulf Coast Traffic Engineers, Inc.

By: _____
Joel Enderson, Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Exhibit "B"

"Negotiated Amendment"

Contract PD
Installation, Refurbish and Removal of Pavement Markings and Associated Items

A. Description of services to be performed:

Line Item(s) and Unit Price(s)

Contractor: _____ Date Submitted to Contractor: _____

Line Item #	Description of Work Item	Unit	Unit Price(s) 10 days	15-30 days	60-120 days
_____	_____	__	$_____	$_____	$_____
_____	_____	__	$_____	$_____	$_____
_____	_____	__	$_____	$_____	$_____

B. Time of Performance:

_____

_____ _____ _____
Contractor/Company Representative (Authorized to Bind Company) Title/Position Date

_____ _____ _____
Contract Administrator Title/Position Date

Note to Contractor:

The above signed agree that all unit prices listed above will serve as additions to the existing Contract. It is understood that there are no guaranteed minimum quantities associated with any of the Work items listed above.



ESCAMBIA COUNTY DEPARTMENT OF TRANSPORTATION AND TRAFFIC OPERATIONS

SECTION 04040
Exhibit C
03/08

INITIAL RETROREFLECTIVITY READING CERTIFICATION (WORKSHEET)

Contractor: _____ Date: _____

Financial Project ID: _____ Contract No.: _____ Federal Aid No.: _____ County Road Name.: _____

Type of meter used (check one): ☐15m ☐30m PERIOD REPRESENTED BY CERTIFICATION From: (Mo/Day/Yr) _____ To: (Mo/Day/Yr) _____

PAY ITEM NO.	QUALIFIED PRODUCTS LIST (QPL) NO.	LOCATION (STATION)	INITIAL READING	PASSED(P) OR FAILED(F)	SKIP/SOLID/ OTHER	NAME OF PERSON TAKING READINGS

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, the above counts, measurements, readings and quality of products are correct and accurate.

Contractor's Authorized Agent (Print Name & Co.): _____ Work Site Traffic Supervisor (Print Name): _____

Contractor's Authorized Agent (Signature): _____ Date: _____ Work Site Traffic Supervisor's (Signature): _____

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.

This contract will be awarded for a three (3) period. This contract involves the layout, installation, refurbishing and removal of paint, thermoplastic, textured pavement, raised pavement markings, galvanized post type and flexible channel post delineators for capital improvement and maintenance projects throughout Escambia County. Work will consist of the installation of paint, thermoplastic, textured pavement, raised pavement marker (rpm's), wheel stops, galvanized post type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the contractor in accordance with federal, state and local requirements including FDOT, DEP and EPA. Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit "C") and comply with FDOT. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All Work Orders will require a signed agreement (Exhibit "A"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation; all Work Orders will define the scope of services required at the time of issuance.

Install, Refurbish, and Removal of Pavement Markings and Associated Items
Technical Specifications

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. **Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.**

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials *(Exhibit C)* meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Exhibit "A"
"Work Order"

Escambia County Transportation & Traffic Operations
3363 West Park Place, Pensacola, Florida 32505
(850) 595-3404 FAX (850) 595-3405
Date:

Contract PO PO# ___ WO# ___ Contractor: _____
Installation, Refurbish and Removal of Pavement Markers and Associated Items Term Contract

Description of services to be performed:

Location work is to be performed:

Negotiated cost of construction:
$ -
Period of time services are to be accomplished
Start Date:
Completion Date:
Note : Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order issued.

PART I: APPLICATION OF PAINT MARKINGS (WHITE/YELLOW/BLUE)

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
			SubTotal		$ -		$ -		$ -

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE/YELLOW/BLUE)

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
			SubTotal		$ -		$ -		$ -

PART III: PAYMENT ONLY FOR INSTALLATION OF PAVEMENT MARKINGS

Item No.	Item Description of Work Order	Quantity	Unit	10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
			SubTotal		$ -		$ -		$ -

PART IV: PAYMENT FOR INSTALLATION OF REFLECTIVE PAVEMENT MARKERS AND FLEXIBLE POST MARKERS (ANY COLOR)

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
			SubTotal		$ -		$ -		$ -

PART V: INSTALLATION, RELOCATION AND REMOVAL OF WIRELESS TOS

Item No.	Item Description of Work Order	Quantity	Unit	0-10 Days	Ext.	15-30 Days	Ext.	60-120 Days	Ext.
			SubTotal		$ -		$ -		$ -
			Total		$ -		$ -		$ -

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

_____ Date _____
Signature of Escambia County Project Manager

Contractor Concurrence with Schedule for Work Accomplishment (Received):

_____ Date _____
Contractor Representative

Work Order Approved & Issued:

_____ Date _____
Signature of Escambia County Representative (Chief or designee)

_____ Date _____
Contractor's Signature of Receipt and Acceptance of Negotiated Work Order

_____ Date _____
Contractor's Signature of Completion (Notification of Completion)

Project Completion Date (starting date of 2-year warranty): _____

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
INSTALL, REFURBISH, AND REMOVAL OF
PAVEMENT MARKINGS AND ASSOCIATED ITEMS
SOLICITATION NUMBER: PD 13-14.084

SOLICITATION

MAILING DATE: Tuesday, September 2, 2014
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 10, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-1104811

TERMS OF PAYMENT: NET- 30

DELIVERY DATE WILL BE 0-10 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Traffic Engineers, Inc
ADDRESS: 8203 Kipling Street
CITY, ST. & ZIP: Pensacola, Florida 32514
PHONE NO.: (850) 478-7066
TOLL FREE NO.: (____)
FAX NO.: (850) 476-0244

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00-Cashiers Check

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Joel E. Enderson -Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Joel E. Enderson
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor: Gulf Coast Traffic Engineers, Inc

By _____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT 2

BID FORM
Specification Number
Installation, Refurbish and Removal of Pavement Markers Term Contract

Date: 10 Sept 2014

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for "Installation, Refurbish and Removal of Pavement Markers Term Contract" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO100	Skip Stripe, 4", 10'-30' Skip	GM	500.00	500.00	500.00
PO 101	Skip Stripe, 4", 10'-30' Skip	LF	.70	.70	.70
PO102	Skip Stripe, 4", 6'-10' Skip	LF	.70	.70	.70
PO103	Skip Stripe, 4", 2'-4' Skip	LF	.70	.70	.70
PO104	Solid Stripe, 4"	LF	.70	.70	.70
PO105	Solid Stripe, 4"	GM	800.00	700.00	700.00
PO106	Skip Stripe, 6", 10'-30' Skip	GM	550.00	550.00	550.00
PO107	Skip Stripe, 6", 10'-30' Skip	LF	.80	.90	.80
PO108	Skip Stripe, 6", 6'-10' Skip	LF	.90	.90	.90
PO109	Skip Stripe, 6", 2'-4' Skip	LF	.90	.90	.90
PO110	Solid Stripe, 6"	GM	850.00	750.00	750.00
PO111	Solid Stripe, 6"	LF	.90	.90	.90
PO112	Solid Stripe, 12"	LF	3.50	3.50	3.50
PO113	Solid Stripe, 18"	LF	4.50	4.50	4.50
PO114	Solid Stripe, 24"	LF	5.50	5.50	5.50
PO115	Directional Arrow, Single-headed, 12SF	EA	10.00	10.00	10.00
PO116	Directional Arrow, Single-headed, 16SF	EA	12.00	12.00	12.00
PO117	Directional Arrow, Double-headed, 27SF	EA	15.00	15.00	15.00
PO118	"Bump" Pavement Message	EA	12.00	12.00	12.00

PART I: APPLICATION OF PAINT MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO119	Removal "Bump Pavement Message	EA	15.00	15.00	15.00
PO120	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	12.00	12.00	12.00
PO121	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	15.00	15.00	15.00
PO122	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	20.00	20.00	20.00
PO123	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	100.0	100.00	100.00
PO124	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	100.00	100.00	100.00
PO125	"Lane" Pavement Message	EA	15.00	15.00	15.00
PO126	"Left" Pavement Message	EA	15.00	15.00	15.00
PO127	"Merge" Pavement Message	EA	20.00	20.00	20.00
PO128	"Only" Pavement Message	EA	20.00	20.00	20.00
PO129	"Ped Xing" Pavement Message	EA	50.00	50.00	50.00
PO130	"Right" Pavement Message	EA	25.00	25.00	25.00
PO131	"RXR" Pavement Message	EA	60.00	60.00	60.00
PO132	"School" Pavement Message	EA	70.00	70.00	70.00
PO133	"Stop" Pavement Message	EA	50.00	50.00	50.00
PO134	"Yield" Pavement Message	EA	30.00	30.00	30.00
PO135	Approach Yield (Ref: 3B-14a) MUTCD	EA	20.00	20.00	20.00
PO136	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
PO137	"Turn" Pavement Message	EA	15.00	15.00	15.00
PO138	Diamond Pavement Message	EA	10.00	10.00	10.00
PO139	Bike Symbol Pavement Message	EA	20.00	20.00	20.00
PO140	Bike Symbol "Arrow"	EA	15.00	15.00	15.00
PO141	Bike Symbol & Arrow	EA	35.00	35.00	35.00
PO142	5' Handicapped Symbol Pavement Message	EA	25.00	25.00	25.00

PART I: APPLICATION OF PAINT MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
PO143	3' Handicapped Symbol Pavement Message	EA	15.00	15.00	15.00
PO144	Removal of Paint Markings	LF	5.00	5.00	5.00
PO145	Removal of Paint Markings	SF	10.00	10.00	10.00
PO146	Solid Stripe, 4" (BLUE)	LF	1.00	1.00	1.00
PO147	Solid Stripe, 6" (BLUE)	LF	1.50	1.50	1.50
PO148	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO149	Removal of Combination (Ref; 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
PO150	Temporary Removal Tape 6" White	EA	5.00	5.00	5.00
PO151	Temporary Removal Tape 6" Blue	EA	5.00	5.00	5.00
PO152	Temporary Removable Tape Handicap Emblem	EA	20.00	20.00	20.00
	Sub-total		3,668.40	3,468.40	3,468.40

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO100	Skip Stripe, 4", 10'-30' Skip	GM	1600.00	1500.00	1500.00
TO 101	Skip Stripe, 4", 10'-30' Skip	LF	1.80	1.80	1.80
TO102	Skip Stripe, 4", 6'-10' Skip	LF	1.80	1.80	1.80
TO103	Skip Stripe, 4", 2'-4' Skip	LF	1.80	1.80	1.80
TO104	Solid Stripe, 4"	LF	1.80	1.80	1.80
TO105	Solid Stripe, 4"	GM	3100.00	3000.00	3000.00
TO106	Skip Stripe, 6", 10'-30' Skip	GM	1700.00	1600.00	1600.00
TO107	Skip Stripe, 6", 10'-30' Skip	LF	1.90	1.90	1.90
TO108	Skip Stripe, 6", 6'-10' Skip	LF	1.90	1.90	1.90
TO109	Skip Stripe, 6", 2'-4' Skip	LF	1.90	1.90	1.90
TO110	Solid Stripe, 6"	GM	3500.00	3400.00	3400.00
TO111	Solid Stripe, 6" Audible and Vibratory	GM	4800.00	4800.00	4800.00
TO112	Solid Stripe, 6"	LF	1.90	1.90	1.90
TO113	Solid Stripe, 6" Audible and Vibratory	LF	5.00	5.00	5.00
TO114	Solid Stripe, 12"	LF	5.00	5.00	5.00
TO115	Solid Stripe, 18"	LF	6.00	6.00	6.00
TO116	Solid Stripe, 24"	LF	7.00	7.00	7.00
TO117	Directional Arrow, Single-headed, 12SF	EA	15.00	15.00	15.00
TO118	Directional Arrow, Single-headed, 16SF	EA	70.00	70.00	70.00
TO119	Directional Arrow, Double-headed, 27SF	EA	90.00	90.00	90.00
TO120	"Bump" Thermoplastic Message	EA	150.00	150.00	150.00
TO121	Removal "Bump Thermoplastic Message	EA	30.00	30.00	30.00
TO122	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	150.00	150.00	150.00
TO123	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	175.00	175.00	175.00
TO124	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	360.00	360.00	360.00

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO125	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO126	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	300.00	300.00	300.00
TO127	"Lane" Thermoplastic Message	EA	40.00	40.00	40.00
TO128	"Left" Thermoplastic Message	EA	40.00	40.00	40.00
TO129	"Merge" Thermoplastic Message	EA	50.00	50.00	50.00
TO130	"Only" Thermoplastic Message	EA	50.00	50.00	50.00
TO131	"Ped Xing" Thermoplastic Message	EA	70.00	70.00	70.00
TO132	"Right" Thermoplastic Message	EA	40.00	40.00	40.00
TO133	"RXR" Thermoplastic Message	EA	220.00	220.00	220.00
TO134	"School" Thermoplastic Message	EA	150.00	150.00	150.00
TO135	"Stop" Thermoplastic Message	EA	100.00	100.00	100.00
TO136	"Yield" Thermoplastic Message	EA	40.00	40.00	40.00
TO137	Approach Yield (Ref: 3B-14a) MUTCD	EA	50.00	50.00	50.00
TO138	Approach Yield (Ref: 3B-14b) MUTCD	EA	70.00	70.00	70.00
TO139	"Turn" Thermoplastic Message	EA	40.00	40.00	40.00
TO140	Diamond Thermoplastic Message	EA	20.00	20.00	20.00
TO141	Bike Symbol Thermoplastic Message	EA	150.00	150.00	150.00
TO142	Bike Symbol "Arrow"	EA	50.00	50.00	50.00
TO143	Bike Symbol & Arrow	EA	200.00	200.00	200.00
TO144	5' Handicapped Symbol Thermoplastic Message	EA	70.00	70.00	70.00
TO145	3' Handicapped Symbol Thermoplastic Message	EA	50.00	50.00	50.00
TO146	Removal of Thermoplastic Markings	LF	5.00	5.00	5.00
TO147	Removal of Thermoplastic Markings	SF	10.00	10.00	10.00

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
TO148	Rumble Strips FDOT Index 518 (1 set)	EA	125.00	125.00	125.00
TO149	Rumble Strips FDOT Index 518 (4 sets)	EA	500.00	500.00	500.00
TO150	Solid Stripe, 4" (BLUE)	LF	6.00	6.00	6.00
TO151	Solid Stripe, 6" (BLUE)	LF	6.50	6.50	6.50
TO152	Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO153	Removal of Combination (Ref; 3B-30 "A" & Advance) MUTCD	EA	80.00	80.00	80.00
TO154	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set)	EA	120.00	120.00	120.00
TO155	Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets)	EA	200.00	200.00	200.00
TO156	Street Print Brand Textured Pavement, Brick. Red (w/layout & prep.)	SF	30.00	30.00	30.0
TO157	Street Print Brand Textured Pavement, Brick, Red (refurbish only)	SF	30.00	30.00	30.00
	Sub-total		19,070.30	18,670.30	18,670.30

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO100	Skip Stripe, 4", 10'-30' Skip	GM	50.00	50.00	50.00
LO 101	Skip Stripe, 4", 10'-30' Skip	LF	2.00	2.00	2.00
LO102	Skip Stripe, 4", 6'-10' Skip	LF	2.00	2.00	2.00
LO103	Skip Stripe, 4", 2'-4' Skip	LF	2.00	2.00	2.00
LO104	Solid Stripe, 4"	LF	2.00	2.00	2.00
LO105	Solid Stripe, 4"	GM	125.00	125.00	125.00
LO106	Skip Stripe, 6", 10'-30' Skip	GM	125.00	125.00	125.00
LO107	Skip Stripe, 6", 10'-30' Skip	LF	2.00	2.00	2.00
LO108	Skip Stripe, 6", 6'-10' Skip	LF	2.00	2.00	2.00
LO109	Skip Stripe, 6", 2'-4' Skip	LF	2.00	2.00	2.00
LO110	Solid Stripe, 6"	GM	125.00	125.00	125.00
LO111	Solid Stripe, 6"	LF	2.00	2.00	2.00
LO112	Solid Stripe, 12"	LF	3.00	3.00	3.00
LO113	Solid Stripe, 18"	LF	4.00	4.00	4.00
LO114	Solid Stripe, 24"	LF	5.00	5.00	5.00
LO115	Directional Arrow, Single-headed, 12SF	EA	3.00	3.00	3.00
LO116	Directional Arrow, Single-headed, 16SF	EA	10.00	10.00	10.00
LO117	Directional Arrow, Double-headed, 27SF	EA	15.00	15.00	15.00
LO118	"Bump" Thermoplastic Message	EA	10.00	10.00	10.00
LO119	Hump Markings (Ref: 3B-29 "A") MUTCD	EA	10.00	10.00	10.00
LO120	Hump Markings (Ref: 3B-30 "A") MUTCD	EA	10.00	10.00	10.00
LO121	Hump Markings (Ref: 3B-31 "Advance") MUTCD	EA	28.00	28.00	28.00

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS (continued)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
LO122	Combination (Ref: 3B-29 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO123	Combination (Ref: 3B-30 "A" & Advance) MUTCD	EA	30.00	30.00	30.00
LO124	"Lane" Pavement Message	EA	5.00	5.00	5.00
LO125	"Left" Pavement Message	EA	5.00	5.00	5.00
LO126	"Merge" Pavement Message	EA	5.00	5.00	5.00
LO127	"Only" Pavement Message	EA	5.00	5.00	5.00
LO128	"Ped Xing" Pavement Message	EA	5.00	5.00	5.00
LO129	"Right" Pavement Message	EA	5.00	5.00	5.00
LO130	"RXR" Pavement Message	EA	40.00	40.00	40.00
LO131	"School" Pavement Message	EA	35.00	35.00	35.00
LO132	"Stop" Pavement Message	EA	10.00	10.00	10.00
LO133	"Yield" Pavement Message	EA	10.00	10.00	10.00
LO134	Approach Yield (Ref: 3B-14a) MUTCD	EA	5.00	5.00	5.00
LO135	Approach Yield (Ref: 3B-14b) MUTCD	EA	20.00	20.00	20.00
LO136	"Turn" Pavement Message	EA	5.00	5.00	5.00
LO137	Diamond Pavement Message	EA	5.00	5.00	5.00
LO138	Bike Symbol Pavement Message	EA	5.00	5.00	5.00
LO139	Bike Symbol "Arrow"	EA	5.00	5.00	5.00
LO140	Bike Symbol & Arrow	EA	10.00	10.00	10.00
LO141	Handicapped Symbol Pavement Message	EA	5.00	5.00	5.00
LO142	Rumble Strips FDOT Index 518 (1 set)	EA	10.00	10.00	10.00
LO143	Rumble Strips FDOT Index 518 (4 sets)	EA	40.00	40.00	40.00
	Sub-total		834.00	834.00	834.00

*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or pervious locations are indiscernible.

PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
RO100	Mono-directional Reflective (RPM). (F&I)	EA	10.00	10.00	10.00
RO101	Bi-directional Reflective (RPM). (F&I)	EA	10.00	10.00	10.00
RO102	Removal, Reflective Pavement Markers	EA	1.00	1.00	1.00
RO103	Flexible Post C Delineators, 36" (F&I)	EA	25.00	25.00	25.00
RO104	Removal, Flexible Post Delineators	EA	2.00	2.00	2.00
RO105	Impact Recovery Flexible Delineators, 36" (F&I)	EA	50.00	50.00	50.00
RO106	Impact Recovery Flexible Delineators, 48" (F&I)	EA	60.00	60.00	60.00
RO107	Impact Recovery Flexible Delineators, 60" (F&I)	EA	65.00	65.00	65.00
RO108	Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft)	EA	15.00	15.00	15.00
	Sub-total		238.00	238.00	238.00

PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS

ITEM #	Description of Work Order Items	Unit	10 days	15-30 days*	60-120 days*
WO100	6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I)	EA	50.00	50.00	50.00
WO100	Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	15.00	15.00	15.00
WO100	Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt	EA	10.00	10.00	10.00
	Sub-total		75.00	75.00	75.00

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 p.m. and 6:00 a.m.

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the contractor, to cover increased nighttime operational costs, in addition to the line item amounts. if the percentage amount is less than the Flat Rate amount, the flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate adder = $ 250.00

Percentage adder = $ 23,885.70 (Total from Parts I – V (use subtotals in "10 days" column from parts I – V for this total)) (X) 0.01 % = $ 238.86

Grand Total (Parts I – V) = $ 23,885.70 (Total from Parts I – V (use subtotals in "10 days" column from parts I – V for this total)) (+) $ 250.00 (Larger adder from above) = $ 24,135.70

Definitions:

EA – Each
F&I – Furnish & Installation
GM – Gross Mile (applicable to segments one mile or greater)
LF - Linear Feet
MUTCD – Manual of Uniform Traffic Control Devices
RPM – Reflective Pavement Marker
SF – Square Foot

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 296792

Occupational License No. 73936 & 73924

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: Sept 2015

Bidder: Gulf Coast Traffic Engineers, Inc

By: Joel E. Enderson -Vice President

Signature: Joel E. Enderson

Title: Vice President

Address: 8203 Kipling Street
Pensacola, FL 32514

Person to contact concerning this bid:
David E. Cook - Vice President
Phone/Toll Free/Fax # 850-478-7066

Terms of Payment
(Check one) Net 30 Days ☑ 2% 10th Prox ☐

E-Mail Address: david@gcteinc.com
Home Page Address: 8203 Kipling Street
Pensacola, Florida 32514

Will your company accept Escambia County Purchasing Cards? Yes ☑ No ☐.

Person to contact for emergency service:
David E. Cook - Vice President
Phone/Cell/Pager #: 850-554-4034

Will your company accept Escambia County Direct Payment Vouchers? Yes ☑ No ☐.

County Permits/Fees required for this project:

Permit	Cost

Person to contact for disaster service:
David E. Cook - Vice President
Home Address: 8203 Kipling Street
Pensacola, Florida 32514
Home Phone/Cell/Pager #: 850-554-4034

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of $1000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6744 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Install, Furnish and Removal of Signs PD 13-14.085
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Install Furnish and Removal of Signs, PD 13-14.085 - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract #PD 13-14.085, Install, Furnish and Removal of Signs, and approve the Agreement Relating to Signs between Gulf Coast Traffic Engineers, Inc., in the annual amount of $80,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, $30,000 and Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 56401, $50,000]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on September 1, 2014. One bid was received.

This Contract is awarded as a “Continuing Contract" involving the fabrication and installation of standard and special traffic control signs (warning, regulatory and guide) for capital improvement projects and maintenance projects.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 53401, $30,000 and
Fund 175 Transportation Trust Fund, Cost Center 211201 Object Code 56401, $50,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Install, Furnish & Removal of Signs** **BID # PD 13-14.085**								
Bid Opening Time: 3:15 pm CDT Bid Opening Date: 09/10/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total Parts I - VI
Gulf Coast Traffic Engineers Inc	Yes	Check	N/A	Yes	Yes	Yes	N/A	Yes	$3970.20
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 09/10/2014								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 09/10/2014								
BIDS WITNESSED BY:	Cynthia Smith, RMLO DATE: 09/10/2014								

CAR **BOCC**
DATE 09/25/2014 **DATE 09/25/2014**

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Gulf Coast Traffic Engineers, Inc. in the amount of $80,000

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 9:00 a.m. CDT on 09/15/2014

JFP/abh

AGREEMENT RELATING TO SIGNS PD 13-14.085

This Agreement is made this ____ day of _____, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for fabrication, installation, and removal of traffic control signs (PD 13-14.085); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.085, attached hereto as Composite Exhibit "1". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated September 10, 2014, provided as part of the Contractor's Proposal,

attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Traffic Engineers, Inc. Attention: Joel Enderson 8203 Kipling Street Pensacola, Florida 32514	To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. 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.

12. 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 it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/16/14

ATTEST: Pam Childers
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:

Gulf Coast Traffic Engineers, Inc.

By: _____
Joel Enderson, Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

28. **Listing of Attachments/Exhibits**

Exhibit A – Street Name Sign Work Order

Exhibit B – Traffic Control Work Order

Exhibit C - Standard Details for Installation and Location of Street Name Signs

Exhibit D – ECAT Bus Stop Sign Design *(subject to change)*

Exhibit E – Street Name Sign Daily Report Sheet

Exhibit F - 2011 Traffic Sign Retro-reflective Sheeting Identification Guide

SCOPE OF WORK

The contract is awarded as a "continuing contract" involving the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide) for capital improvement and maintenance projects. Work will consist of the fabrication and/or installation of post mounted traffic control signs, reflective object markers, delineators, and/or span and post mounted street name signs. Work under this contract will be originated through the issuance of Work Orders signed by the Director or his/her designee. The Director, or his/her designee, is authorized to issue Work Orders in any amount but not to exceed the annual budget approved by the Board of County Commissioners in the Capital Improvement Program and in the operating budget of the Office of Transportation and Traffic Operations. There is no minimum quantity of work guaranteed in each work order; however, it is anticipated that Work Orders will be issued weekly throughout the contract period.

Contractor agrees to furnish and provide all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and good workmanship to properly execute this contract in the agreed upon Escambia County Documents.



REMOVAL OF SIGNS

1. DEFINITIONS AND IDENTIFICATIONS

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

1.1 ADMINISTRATOR

Whenever the term ADMINISTRATOR is used herein it is intended to mean the County Administrator of the Escambia County Government, his/her deputy, or his/her designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR

The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY

Escambia County, a body corporate and political subdivision of the State of Florida

1.5 DIRECTOR

The Director of the Public Works Department of Escambia County, or designee, including the Division Manager or Program Manager of Transportation and Traffic Operations

1.6 CONTRACT ADMINISTRATOR

Whenever the term CONTRACT ADMINISTRATOR is used herein it is intended to mean the designee or deputy assigned by the DIRECTOR to administrate the contract for Escambia County Government.

1.7 GENERAL CONTRACT DEFINITIONS

EA = Each
PA = Per Assembly
SF = Square Foot
AS = Assembly (sign and post)
"Dead End" = W14-1a (per MUTCD)
EA – Each
F&I = Furnish and Installation
MUTCD = Manual of Uniform Traffic Control Devices
"No Outlet" = W14-2a (per MUTCD)
PR = pair
SF = square foot
FDOT – The Florida Department of Transportation

2. TERM

The term of this agreement shall be for a period of up to a maximum thirty-six (36) months upon mutual agreement of both parties. The County may unilaterally extend the contract for a maximum period of six months, after all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract.

INSTALL, FURNISH AND REMOVAL OF SIGNS
Technical Specifications

TRAFFIC CONTROL SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the work orders, plan sheets, or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

2. USDOT, Federal Highway Administration, *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

3. Florida Department of Transportation, *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.

4. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, section 700, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of standard and special traffic control signs (warning, regulatory, and guide). The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall

furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

PART 3 - EXECUTION

3.1 UTILITY SPOTS

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN INSTALLATION

A. Signs shall be placed at the locations illustrated and/or specified in the plans or related documents. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

C. The date when each sign is installed shall be marked in permanent ink on the rear side of each sign.

PART 4 - MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The quantity to be paid for will be plan quantity, unless otherwise provided.

4.2 BASIS OF PAYMENT

Price and payment will constitute full compensation for all work specified in this section. Payment for all items relating to traffic control signs will be included in the lump sum Maintenance of Traffic pay item.

POST MOUNTED STREET NAME SIGNS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Section 700*, latest edition.

4. FDOT *Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System*, latest edition

5. Escambia County Standard Details for Street Name Signs, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The

Contractor, at his own expense, shall, if requested by Contract Administrator, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

Sign-blades reflective sheeting and posts shall conform to the details for street name signs.

PART 3 - EXECUTION

3.1 GENERAL

All street name signs shall be fabricated and installed in accordance with the plans and related documents. Contractor shall contact Sunshine State One Call of Florida at least two working days prior to digging or driving posts.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans or County Standard Details for street name signs. The soil around the post shall be solidly tamped so that the sign will stand vertically.

B. If a sign cannot be placed where indicated due to a conflict either on the plans or within the County Standard Details for street name signs, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

C. The Contractor shall submit a *Street Name Sign Daily Report Sheet* (Exhibit E) of each sign installation placed for inspection by the Contract Administrator. Contractor shall repair or replace signs deemed unacceptable by the Contract Administrator at no expense to the County.

3.4 REMOVAL OF SIGNS AND MARKERS

A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Contract Administrator.

B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

1. The number and type of street name sign assemblies plus the number and type of auxiliary signs of each designated class complete.

2. The number of existing metal street name signs and concrete markers removed, relocated, modified, and placed on specified supports, of each designated class of assembly complete.

3. The number of each existing sign panel removed, complete.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this section, including all incidentals necessary for the complete item.

SPAN MOUNTED STREET NAME SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document.

1. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

2. USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.

3. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, Section 700, latest edition.

4. FDOT *Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication of span mounted signs. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the work order and in these specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements except as defined herein. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material, the Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Contract Administrator for prior approval.

2.2 SIGN BLADES

1. 0.125 gauge, 5052-H38 domestic aluminum alloy, 18" in height by various lengths.

2. 0.50' radius rounded corners free of sharp edges.

3. Color and corrosion resistance per Alodine 1200 F treatment or approved equivalent.

2.3 SIGN FACING

The sign facing and legend may be fabricated by any of the following methods and materials:

A. Green 3M ink silk-screened onto white Diamond grade material.

B. Scotchlite electronic cuttable film (green) over white Diamond grade material.

PART 3 – EXECUTION

3.1 GENERAL

All street name signs shall be fabricated in accordance with the plans and related documents.

3.2 SIGN LAYOUT & LEGEND

Letter shape and width of stroke shall comply with FHWA & MUTCD standards except as modified below for street names:

A. SIGN LAYOUT

1. Left and right margins shall be at least 2 inches.

2. Border width shall be 1" with 2" radius at all corners.

3. Arrows shall be 4" in height and 8" in length and placed 2" above the lower border.

4. Prefixes and suffixes shall be placed 3" below the upper border.

5. Sign lengths shall be in 6" increments as determined by the legend. Minimum length shall be 48 inches.

B. LETTERS

1. Letters shall be FHWA Series "C", upper and lower case. However, Clearview font should be available upon request.

2. Street Names: Initial letters shall be 12" upper case and subsequent letters shall be 9" lower case. Names shall be centered between the upper and lower borders.

3. Prefixes and suffixes: Initial letters shall be 4" upper case and subsequent letters shall be 3" lower case.

4. Suffixes "nd","rd", "st", and "th" associated with numbered street names shall be 4" in height and positioned in the upper portion of the primary street name field.

3.3 SIGN INSTALLATION

A. Signs shall be placed at the typical locations shown in the plans.

B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will specify an alternate location.

3.4 REMOVAL OF SIGNS

Existing metal street name signs specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer.

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be measured in accordance with the different work tasks required in the Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor, materials and equipment.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs as specified through the work order issued; including sign panels complete with sheeting, painting, and message; and all other work specified in this section, including all incidentals necessary for the complete item.

Exhibit A

Street Name Sign Work Order

Escambia County Transportation & Traffic Operations
3363 West Park Place, Pensacola Fl,32505
(850) 595-3404 FAX (850) 595-3405

Date

Contract xxxxxxxx Work Order #
Furnish and Install Street Name Signs

Description of services to be performed
District #1 #2 #3 & #5

Location work is to be performed Escambia County Public Roadways

Negotiated cost of construction
$.
Period of time services are to be accomplished 30 Days
Start Date
Completion Date
Note : Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order Issued.

PART 1: Furnish and Install Street Name Signs

Item No.	Item Description of Work Order	Quantity	Unit	10 Days	Ext	30 Days	Ext	60 to 120 Days	Ext
100	Street Name Sign assembly (2) 9" blades (F&I)		AS		$ -		$ -		$ -
101	Street Name Sign assembly (4) 9" blades (F&I)		AS		$ -		$ -		$ -
124	Remove & Dispose old street name sign w/post or concrete marker		EA	$ -	$ -		$ -		$ -
110	Street Name Sign (1) 9" blades on existing post (F&I)		EA		$ -		$ -		$ -
			SubTotal		$ -		$ -		$ -
			Total		$ -		$ -		$ -

Salvagable Signs
(description attached) ☐

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

_____ Date _____
Signature of Escambia County Project Manager

Contractor Concurrence with Schedule for Work Accomplishment (Received):

_____ Date _____
Contractor Representative

Work Order Approved & Issued:

_____ Date _____
Signature of Escambia County Representative (Chief or designee)

_____ Date _____
Contractors Signature of Receipt and Acceptance of Negotiated Work Order

_____ Date _____
Contractors Signature of Completion (Notification of Completion)

Project Completion Date (starting date of 2-year warranty): _____

EXHIBIT B

ESCAMBIA COUNTY
TRANSPORTATION AND TRAFFIC DEPARTMENT
3363 West Park Place
Pensacola, Florida 32505
PH: (850) 595-3404 FX: (850) 595-3405

TRAFFIC CONTROL WORK ORDER

Work Order #:		**Contractor:**			
Date:		**Fax #:**			
P.O.	PD Number:		**Date sent to Contractor:**		
Complaint ID #:		**Engineering Technician:**		Approved by:	

NOTE: PLEASE RETAIN ALL REMOVED SIGNS AT GCTE FACILITY PER CONTRACT REQUIREMENT. SIGNS WILL BE PICKED UP BY ESCAMBIA COUNTY ROAD DEPARTMENT.

Location:

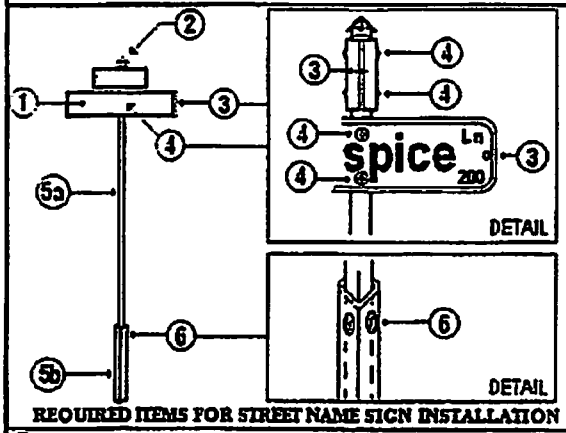
Improvements:

Unit Description	Number of Colors	Square Feet	Type Sheeting	Size	Installation Time	Quantity	Unit Price	Extension Price
							Total	$

Location Sketch:

Exhibit C (9" Blade)

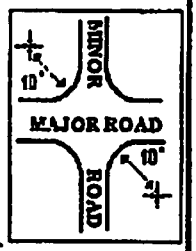
STANDARD DETAILS FOR INSTALLATION AND LOCATION OF STREET NAME SIGNS

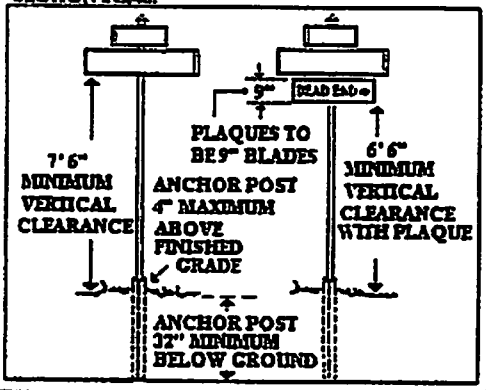


REQUIRED ITEMS FOR STREET NAME SIGN INSTALLATION

1. SIGN BLADE - .080" ALODIZED ALUMINUM CORNERS ROUNDED (1/2" RADIUS) FREE OF SHARP EDGES
2. ALUMINUM PYRAMID RAINCAP (ARC 175 OR EQUIVALENT)
3. 3/16"X3/8" BLIND RIVETS (ENDS OF SIGN BLADES WILL BE RIVETED TOGETHER) (4 REQUIRED PER INSTALLATION)
4. 3/8" STEEL DRIVE RIVETS ("SOUTHCO" 3678 OR EQUIVALENT) (8 REQUIRED PER INSTALLATION)
5. TELSPAR SIGN POST SYSTEM (GALVANIZED) OR EQUIVALENT (COMPRISED OF PARTS 5a AND 5b)
   - 5a) 1 3/4"X 1 3/4"X 10' - 14 GAUGE TELESCOPING TOP POST
   - 5b) 2"X 2"X 36" - 12 GAUGE SQUARE FIT ANCHOR POST
6. 5/16"X 2 1/4" CORNER BOLT

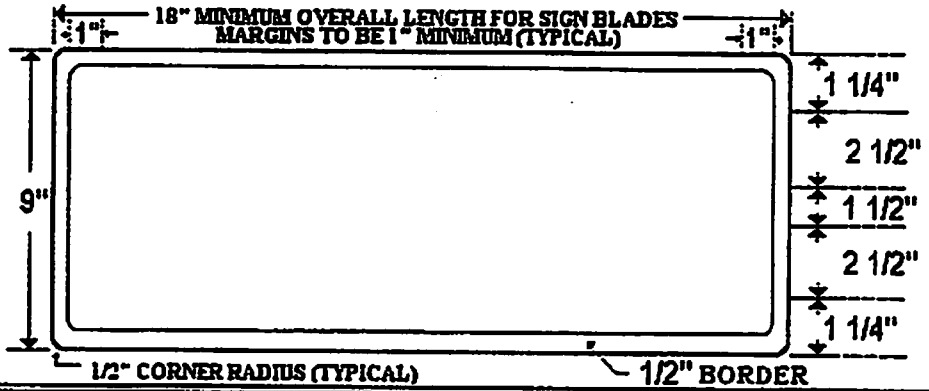
- INSTALL STREET NAME SIGNS ON CORNERS OF INTERSECTION SO THAT THEY WILL BE ON THE FAR RIGHT SIDE OF THE INTERSECTION FOR TRAFFIC ON THE MAJOR STREET IN ACCORDANCE WITH M.U.T.C.D. SECTION 2D.38
- INSTALL STREET NAME SIGN POST AT MID RADIUS, 10' OFF EDGE OF ROAD.
- "DEAD END" (W14-1P) OR "NO OUTLET" (W14-2P) PLAQUES MAY BE CO-MOUNTED TO STREET NAME SIGNS BENEATH STREET NAME SIGN BLADES IN ACCORDANCE WITH M.U.T.C.D. SECTION 2C.46.





STANDARD DETAILS FOR STREET NAME SIGN BLADE LAYOUT

- F.D.O.T. TYPE III-A REFLECTIVE SHEETING TO BE USED ON ALL STREET NAME SIGN BLADES.
- STREET NAME SIGN BLADES TO HAVE WHITE LEGENDS, 1/2" WHITE BORDERS AND GREEN BACKGROUND.
- PRIMARY LETTERING TO SERIES B, 6" UPPER CASE AND 4 1/2" LOWER CASE.
- PREFIX AND SUFFIX LETTERING TO BE SERIES C, 2 1/2" UPPER CASE AND 1 3/4" LOWER CASE.



ESCAMBIA COUNTY STANDARD DETAILS FOR STREET NAME SIGNS

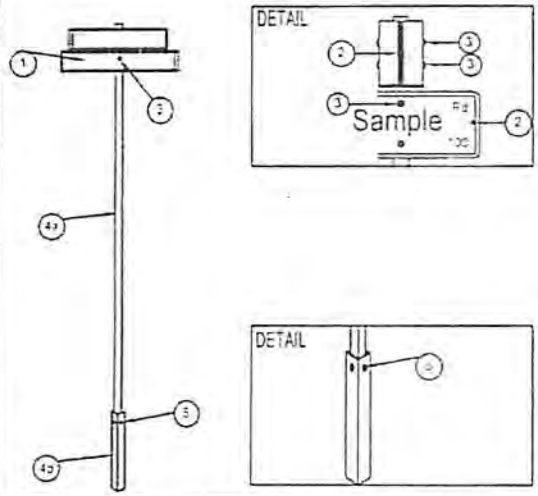
OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

3363 WEST PARK PLACE PENSACOLA FL 32505

BY: Alan Thedford, Engineering Technician III Revised 9-03 * NOT TO SCALE *

Exhibit C (12" Blade)

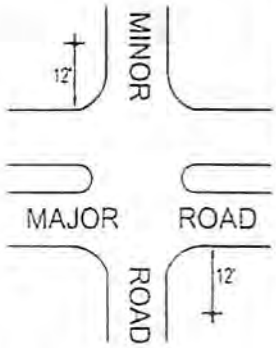
Standard Details For Installation and Location of Street Name Signs



Install Street Name Signs on Corners Of Intersection so that they will be on the Far Right Side on the Intersection for Traffic on the Major Street in accordance with MUTCD Section 2D.43

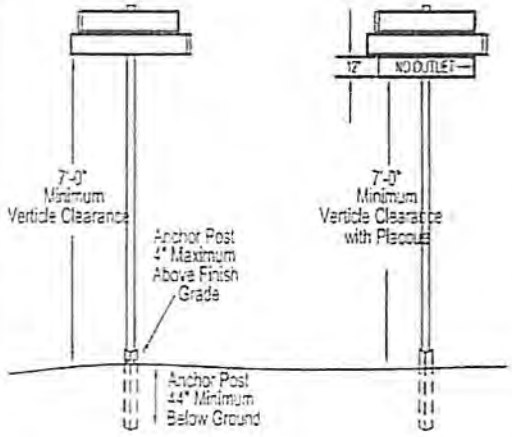
Install Street Name Sign Panel minimum 12'-0" from EOP per FDOT, Index 17302

"Dead End"(W14-1P) or "No Outlet" (w14-2P) Plaques May be Co-Mounted to Street Name Sign Beneath Street Name Sign Blades in Accordance with MUTCD Section 2D.46

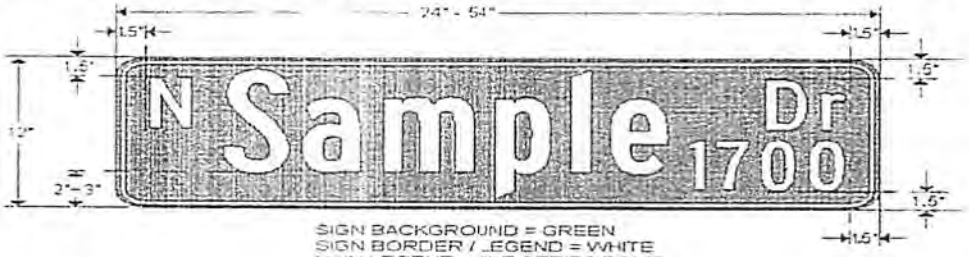


Note: Coordinate with local FDOT Operations (Milton) prior to Installation verify Utilities are clear at the installation sites.

①	Sign Blade .080" Alodized Aluminum Corners Rounded (1.5" Radius) Free of Sharpe Edges
②	3/16" X 3/8" Blind Rivets (End of Sign Blade will be Riveted Together) (4 Required per Installation)
③	3/8" Steel Drive Rivets ("Southco" 3878 or Equivalent) (8 Required per Installation)
④	Telespar Sign Post System (Galvanized) or Equivalent (Comprised of Parts 4a and 4b)
④a	2 1/4" X 2 1/4" X 11' - 12 Gauge Telescoping Top Post
④b	2 1/2" X 2 1/2" X 4' - 12 Gauge Square Fit Anchor Post
⑤	5/16" X 2 1/4" Corner Bolt



FABRICATION DETAILS FOR POST MOUNTED STREET NAME SIGNS WITH 12" BLADES



SIGN BACKGROUND = GREEN
SIGN BORDER / LEGEND = WHITE
MAIN LEGEND = 6" B SERIES FONT
SUFFIX / PREFIX LEGEND = 4" C SERIES FONT
BLOCK NUMBERS = 4" B SERIES FONT
BORDER = 0.25", INDENT = 0.25"
CORNER RAIUS = 1.5"

FDOT TYPE IIIA REFLECTIVE SHEETING TO BE USED ON ALL STREET NAME SIGN BLADES.

ESCAMBIA COUNTY STANDARD DETAILS

FOR 12" STREET NAME SIGNS

OFFICE OF TRANSPORTATION and TRAFFIC OPERATIONS
3363 WEST PARK PLACE, PENSACOLA, FLORIDA, 32505

Exhibit D

General Specification for ECAT Bus Stop Sign

Sign Blade

- 0.080" gauge alodine coated aluminum, 12" x18" with rounded corners featuring retroreflective; graphic (up to four colors).

Sign Facing

- Contact ECAT for sign facing and legend layout *(depicting an ECAT design logo with "Bus Stop" legend)*

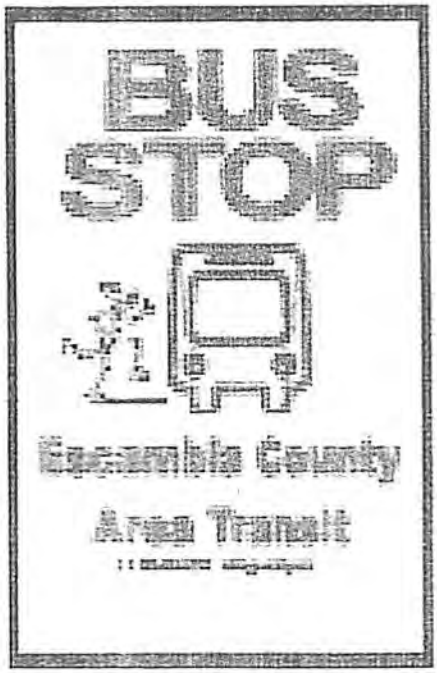


EXHIBIT E

STREET NAME SIGN
DAILY REPORT SHEET

ATTN

FROM

WORK ORDER #

FAX DATE

STREET 1		STREET 2									
NAME	BLK #	NAME	BLK #	NOTES	DATE	REMOVAL		DATE	INSTALL	
					COMPLETE	EMPLOYEE INITIAL	QTY	COMPLETE	EMPLOYEE INITIAL	QTY

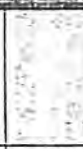
H:\ENGR\FileSystem\Traffic\DPW\Street\Forms\Sign\daily report\SNSdailyreportsheet 2x11.xls

Exhibit F

2011 Traffic Sign Retroreflective Sheeting Identification Guide

This document is intended to help identify sign sheeting materials for rigid signs and their common specification designations. It is not a qualified product list. FHWA does not endorse or approve sign sheeting materials. Many other sheeting materials not listed here are available for delineation and construction work zone uses.

Retroreflective Sheeting Materials Made with Prisms

Example of Sheeting (Shown to scale)								
D4956-04	(5)	III, IV	III, IV, X	(5)	(5) / X	(5)	VIII	VII, VIII, X
D4956-09	I	III, IV	III, IV	IV	IV / VIII	VIII	VIII	VIII
M268-10	(6)	B	B	B	B	B	B	(9)
Manufacturer	3M™	Avery Dennison®	3M™	Reflexite®	Nippon Carbide	3M™	Avery Dennison®	3M™
Brand Name	Engr Grade Prismatic	High Intensity Prismatic	High Intensity Prismatic	High Intensity Prismatic	Crystal Grade	Reflective Sheeting	MVP Prismatic	Diamond Grade™ LDP
Series	3430	T-6500	3930	IC400	94000 / 92000	3940	T-7500	3970
NOTES:	(7)				(8)			(10)

Example of Sheeting (Shown to scale)					
D4956-04	IX	IX	(5)	(5)	(5)
D4956-09	IX	IX	IX	XI	XI
M268-10	B	B	B	D	D
Manufacturer	3M™	Avery Dennison®	Nippon Carbide	3M™	Avery Dennison®
Brand Name	Diamond Grade™ VIP	OmniView™	Crystal Grade	Diamond Grade™ DG3	OmniCube™
Series	3990	T-9500	95000	4000	T-11500
NOTES:					

NOTE: The watermarks have been enhanced in this ID Guide. They are shown to scale but are not as visible on actual sheeting materials. It helps to view the sheeting materials at different angles to see the watermarks. The spacing of the watermarks varies and therefore watermarks may not be present on small pieces of sheeting.

(5) – Material was either unavailable in 2005 (previous version of this Guide) or unassigned in the 2004 version of ASTM D4956.
(6) – Sheeting material does not meet minimum AASHTO classification criteria.
(7) – Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.
(8) – These two materials (94000 and 92000) are visually indistinguishable from one another.
(9) – Material has been discontinued prior to AASHTO M268-10.
(10) – Material no longer sold in the United States as of the date of this publication.

Resources

Federal Highway Administration – http://www.fhwa.dot.gov/retro
Manual on Uniform Traffic Control Devices (MUTCD) – http://mutcd.fhwa.dot.gov
ASTM – http://www.astm.org
AASHTO – http://www.transportation.org
Texas Transportation Institute – http://tti.tamu.edu/visibility

Exhibit F

Retroreflective Sheeting Identification Guide

This document is intended to help identify sign sheeting materials for rigid signs and their common specification designations. It is not a qualified products list. FHWA does not endorse or approve sign sheeting materials. Many other sheeting materials not listed here are available for delineation and channelization/work zone uses.

Retroreflective Sheeting Materials Made with Glass Beads

Example of Sheeting (Shown to scale)								
ASTM D4956-04	I	II	II	III	III	III	III	III
ASTM D4956-09	I	II	II	III	III	III	III	III
AASHTO M268-10	(1)	(1)	(1)	A	A	A	A	A
Manufacturer	Several companies	Avery Dennison®	Nippon Carbide	3M™	ATSM, Inc.	Avery Dennison®	Nippon Carbide	Oracal
Brand Name	Engineer Grade	Super Engr Grade	Super Engr Grade	High Intensity	High Intensity	High Intensity	High Intensity	High Intensity
Series	Several	T-2000	15000	2800 3800	ATSM HI	T-5500	N500	5800
NOTES:	(2)	(3) (4)	(4)	(3) (4)	(4)	(4)	(4)	(4)

(1) – Sheeting material does not meet minimum AASHTO classification criteria.
(2) – Glass Bead Engineer Grade sheeting is uniform without any patterns or identifying marks. Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new yellow or orange signs, or new legends on green signs.
(3) – Material no longer sold in the United States as of the date of this publication.
(4) – Section 2A.08 of the 2009 MUTCD (http://mutcd.fhwa.dot.gov) does not allow this sheeting type to be used for new legends on green overhead signs.

- ASTM D4956-04 is referenced in Table 2A-3 of the 2009 MUTCD.
- ASTM D4956-09 is the most current ASTM sign sheeting specification (the 2009 version is designated by "-09").
- AASHTO M268-10 Types for this Guide are based only on retroreflective properties and not other unique AASHTO requirements such as color.

Manufacturer Contact Information

3M - http://www.3M.com/tss
Avery Dennison - http://www.reflectives.averydennison.com
Oracal - http://www.oracal.com
ATSM, Inc. - http://www.atsminc.com
Nippon Carbide - http://www.nikkalite.com
Reflexite - http://www.reflexite.com

FHWA Publication Number: FHWA-SA-11-14. For additional copies of this document, please send request to report.center@dot.gov

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

INSTALL, FURNISH AND REMOVAL OF SIGNS
SOLICITATION NUMBER: PD 13-14.085

SOLICITATION

MAILING DATE: Tuesday, September 2, 2014
OFFERS WILL BE RECEIVED UNTIL: 3:15 p.m., CDT, Wednesday, September 10, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-1104811

TERMS OF PAYMENT: NET - 30

DELIVERY DATE WILL BE____DAYS AFTER RECIEPT OF PURCHASE ORDER

VENDOR NAME: GULF COAST TRAFFIC ENGINEERS, INC
ADDRESS: 8203 KIPLING STREET
CITY, ST. & ZIP: PENSACOLA, FLORIDA 32514
PHONE NO.: (850) 478-7066
TOLL FREE NO.: (____)
FAX NO.: (850) 476-0244

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00 CASHIER CK

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Joel E. Enderson — Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Joel E. Enderson
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)
GULF COAST TRAFFIC ENGINEERS, INC

Name of Contractor

By_____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date_____

Effective Date_____

EXHIBIT
tabbies
2

BID FORM

Specification Number PD 13-14.085
Install, Furnish and Removal of Signs

Date: 10 SEPT 2014

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Install, Furnish and Removal of Street Name Signs Term Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned hereby propose to provide at the following prices:

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	23.80	23.70	23.25
Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	23.80	23.70	23.35
Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	22.60	22.50	22.25
Type XI (Diamond Grade) reflective sheeting	SF	23.80	23.70	23.35
Delineators/Object Markers				
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	27.80	27.70	27.25
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers	EA	108.00	107.30	106.50
Type III-A (High Intensity Grade) 6" x 12" delineators, post type, 7' U-Channel (2#/ft)	EA	27.80	27.80	27.80
Type III-A (High Intensity Grade) 18" x 18" 9-button object markers and end of road Markers, without post	EA	36.00	35.50	35.00
Impact recovery flexible delineators 36"	EA	90.00	89.00	87.00
Impact recovery flexible delineators 48"	EA	95.00	94.00	93.00
Impact recovery flexible delineators 60"	EA	95.00	95.00	95.00
Safe-Hit flexible delineator - 48"	EA	78.00	77.00	76.00

PART I: FURNISH AND INSTALL SIGN ASSEMBLIES *(continued)*

Description of Work Order Item	Unit	72 hours	10 days	30 days
Miscellaneous				
Substitute galvanized, in lieu of painted, U-Channel post.	EA	34.65	34.50	34.00
3" x 15' round aluminum post with 8" Zee bar and bracket 12" below grade (includes all sign brackets and hardware)	EA	102.25	102.00	102.50
7 ft., galvanized, U-Channel post (2#/ft)	EA	9.50	9.35	9.25
11 ft., galvanized, U-Channel post (3#/ft)	EA	39.50	39.25	39.00
14 ft., galvanized, U-Channel Post (3#/ft)	EA	47.50	47.25	47.00
12 ft., galvanized, U-Channel Post (3#/ft)	EA	42.00	41.90	41.80
Lap splice assembly (3#/ft)	EA	9.75	9.65	9.50
Brackets to mount signs to concrete (F&I)	EA	85.00	85.00	85.00
Reflective paint on concrete curb (face & top)	EA	66.00	65.50	65.25
Reflective pavement marker (RPM)(F&I)	EA	4.25	4.20	4.15
Sub-Total		1,137.20	1,130.50	1,045.70

PART II: FURNISH AND INSTALL SIGN ON *EXISTING* POST

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	20.40	20.25	20.00
Type XI (Diamond Grade) reflective sheeting	SF	21.40	21.25	21.00
Sub-Total		125.40	124.50	123.00

PART III: FURNISH ONLY

Description of Work Order Item	Unit	72 hours	10 days	30 days
Two-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	10.50	10.40	10.30
Type XI (Diamond Grade) reflective sheeting (0.080 Gauge)	SF	11.60	11.50	11.40
Type XI (Diamond Grade) reflective sheeting (0.125 Gauge)	SF	17.50	17.40	17.30

PART III: FURNISH ONLY *(Continued)*

Three-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	11.50	11.40	11.30
Type XI (Diamond Grade) reflective sheeting	SF	12.50	12.40	12.30
Four-Color Sign Assembly				
Type III-A (High Intensity Grade) reflective sheeting	SF	11.50	11.40	11.30
Type XI (Diamond Grade) reflective sheeting	SF	12.50	12.40	12.30
Miscellaneous				
Type "B" Flashing Beacon (Selling Price)	EA	90.00	89.50	89.00
Sub-Total		177.60	176.40	175.20

PART IV: REMOVE/RELOCATE TRAFFIC CONTROL SIGNS

Description of Work Order Item	Unit	72 hours	10 days	30 days
Remove/Locate Signs				
Remove sign assembly	PA	15.75	15.50	15.25
Remove sign only	EA	5.50	5.25	5.00
Relocate sign assembly	PA	26.25	26.00	25.75
Miscellaneous				
Reflective paint on concrete curb (face and top)	SF	14.50	14.25	14.00
Reflective pavement marker (RPM)	EA	4.25	4.20	4.15
°Excludes Weekends and Holidays				
Sub-Total		66.25	65.20	64.15

PART V: ECAT SIGNS

Description of Work Order Item	Units	72 hours	10 days	30 days
Type I (or better) Multi-color reflective sheeting				
Bus Stop Sign 12" x 18"	EA	14.50	14.50	14.50
Post Green U-Channel 12FT #2	EA	26.50	26.40	26.25
Post Galvanized U-Channel 12FT #2	EA	40.95	40.80	40.80
Post Round Aluminum 3" x 13'6" (DOT SPEC.)	EA	102.00	102.00	102.00
Install sign assembly w/U-channel post 12' #2	EA	26.25	26.00	25.75
Install sign assembly w/round aluminum 3"x13'6" (DOT SPEC.)	EA	32.50	32.25	32.00
Sub-Total		242.70	242.05	241.30

PART VI: FURNISH & INSTALL STREET NAME SIGNS

Description of Work Order Item	Unit	10 days	30days	60,90,120 days
Street Name Sign assembly, (2) 9" blades (F&I)	AS	173.50	173.40	173.25
Street Name Sign assembly, (2) 12" blades (F&I)	AS	285.00	284.90	284.50
Street Name Sign assembly, (4) 9" blades (F&I)	AS	239.40	239.30	239.00
Street Name Sign assembly, (4) 12" blades (F&I)	AS	365.50	365.40	365.00
"Dead End" blade w/arrow, with sign assembly (F&I)	AS	173.25	173.20	173.00
"No Outlet" blade w/arrow, with sign assembly (F&I)	AS	173.25	173.20	173.00
Remove & Dispose old street name sign w/post concrete marker	EA	15.75	15.50	15.25
Spelling correction decal, 9" (Furnish)	EA	3.10	3.05	3.00
Spelling correction decal, 9" (F&I)	EA	3.40	3.30	3.20
Spelling correction decal, 12" (Furnish)	EA	3.20	3.15	3.10
Spelling correction decal, 12" (F&I)	EA	3.50	3.40	3.30
Block Number correction decal, 9" (F&I)	EA	3.40	3.30	3.20
Block Number correction decal, 9" (F&I)	EA	3.40	3.30	3.20
Block Number correction decal, 12" (Furnish)	EA	3.20	3.15	3.10

PART VI: FURNISH & INSTALL STREET NAME SIGNS *(Continued)*

Item#	Description of Work Order Item	Unit	10 days	30days	60,90,120 days
	Block Number correction decal, 12" (F&I)	EA	3.50	3.40	3.30
	Street Name Sign assembly, (1) 9" blades (F&I)	AS	158.00	157.00	156.00
	Street Name Sign assembly, (1) 12" blades (F&I)	AS	168.00	167.00	166.00
	Street Name Sign, (1) 9" blades on existing post (F&I)	EA	45.50	45.40	45.00
	"Dead End" w/arrow. w/(2) 9" blades (F&I)	PR	89.50	89.00	88.00
	"No Outlet" w/arrow, w/(2) 9" blades (F&I)	PR	89.50	89.00	88.00
	"Dead End" w/arrow, w(2) 12" blades (F&I)	PR	91.50	91.00	90.00
	"No Outlet" w/arrow, w(2) 12" blades (F&I)	PR	91.50	91.00	90.00
	Overhead 18" Street Name Sign (Include Z-bar)	SF	N/A	28.50	28.50
	Overhead 18" Street Name Sign (FO)	SF	19.45	19.35	19.00
	Relocation of Existing Street Name Sign assembly	EA	15.75	15.50	15.25
	Sub- Total		2,221.05	2,243.70	2,234.15

Grand Total (Parts I-VI) $ 3,970.20

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 296792

Occupational License No. 73936 & 73924

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certifications and/or Registration _____

Expiration Date: Sept 2015

Terms of Payment
(Check one) Net 30 Days [✓] 2% 10th Prox ____

Bidder: GULF COAST TRAFFIC ENGINEERS, INC

By: Joel E. Enderson

Signature: Joel E. Enderson

Title: Vice President

Address: 8203 KIPLING STREET
PENSACOLA, FLORIDA 32514

Person to contact concerning this bid:
Joel E. Enderson

Phone/Toll Free/Fax# 850-478-7066

E-Mail Address: joel@gcteinc.com

Home Page Address: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6694 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: FEMA Flood Mitigation Assistance (FMA) Program Application for Forest Creek Acquisition/Relocation Project
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning FEMA Flood Mitigation Assistance Program Application for Forest Creek Apartment Complex Acquisition/Relocation Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the competitive Federal Emergency Management Agency (FEMA), Flood Mitigation Assistance (FMA) Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project, as filed electronically with FEMA:

A. Acknowledge, for the Official Record, submission of the completive FEMA, FMA Program Application, for Forest Creek Apartment Complex Acquisition/Relocation Project #FMA-PJ-04-FL-2014-029, in the projected amount of $19,827,454;

B. Approve and ratify the County Administrator's execution of FEMA standard forms required, as part of the FMA Application; and

C. Authorize the Chairman or County Administrator, as appropriate, to execute all FMA or FEMA Grant-related documents, as required, to complete the application process, receive the Grant funds if awarded by FEMA, and complete project-related activities.

[Funding: N/A Application for Funds/subject to award by FEMA]

BACKGROUND:

Forest Creek Apartments, located at 34 Patton Drive in the Warrington community, is a privately owned 200-unit rental complex that is directly subsidized by HUD through a contact with Marquis Group, the owner. This complex has flooded repetitively dating back to at least the 1980s and most severely in the recent April 2014 Flood event resulting in the temporary dislocation of a significant number of the 200 residents on each occurrence. Post Ivan flood zone revisions place the entire complex within an AE flood zone. Based on repetitive flooding, this complex qualified under the *competitive* FEMA Flood Mitigation Assistance (FMA) Program for acquisition/relocation to eliminate future flooding of the facility and to enhance safety of the residents. With the assistance of ARCADIS, a private consulting firm, under a tight timeline the

competitive FMA application was filed through the FEMA on-line system and endorsed by Florida Division of Emergency Management in late July 2014. In order to meet the FMA deadline and upon recommendation of the NED Division Manager, the County Administrator executed required grant forms and certifications, which are part and parcel of the FMA application, an excerpt of which is included in **Exhibit I**. The FMA application will compete nationally with other submittals with a funding decision to be rendered by FEMA hopefully by the first quarter of 2015. If awarded, the FMA grant will approximate $19.8M, including local share, and will provide for the acquisition of the existing apartment complex, relocation of the 200 tenants to alternate HUD approved housing, demolition of the existing apartment buildings and all site improvements, and restoration of the property to a natural state effectively to enhance stormwater retention in the area. The future use of the property would be deed restricted so as to prohibit redevelopment. If selected for funding by FEMA, the local share of the project will be a minimum of 10% of the total cost.

BUDGETARY IMPACT:

The grant application totals $19,827,454 (projected cost to be verified by and negotiated with FEMA). Of this total, a minimum of 10% is required as local share. The local share will be borne primarily through State of Florida Department of Environmetal Protection (FDEP) funds, BP environmental restoration funds (targeting Bayou Chico watershed including Jones Swamp Creek), CDBG funds (to support demolition costs) and potentially LOST funds for stormwater enhancements on the site.

LEGAL CONSIDERATIONS/SIGN-OFF:

The FMA grant application forms executed by the County Administrator were reviewed by County legal prior to signature.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The filing of the FMA grant application and the related execution of grant forms and certifications by the County Administrator are to be ratified by the Board.

IMPLEMENTATION/COORDINATION:

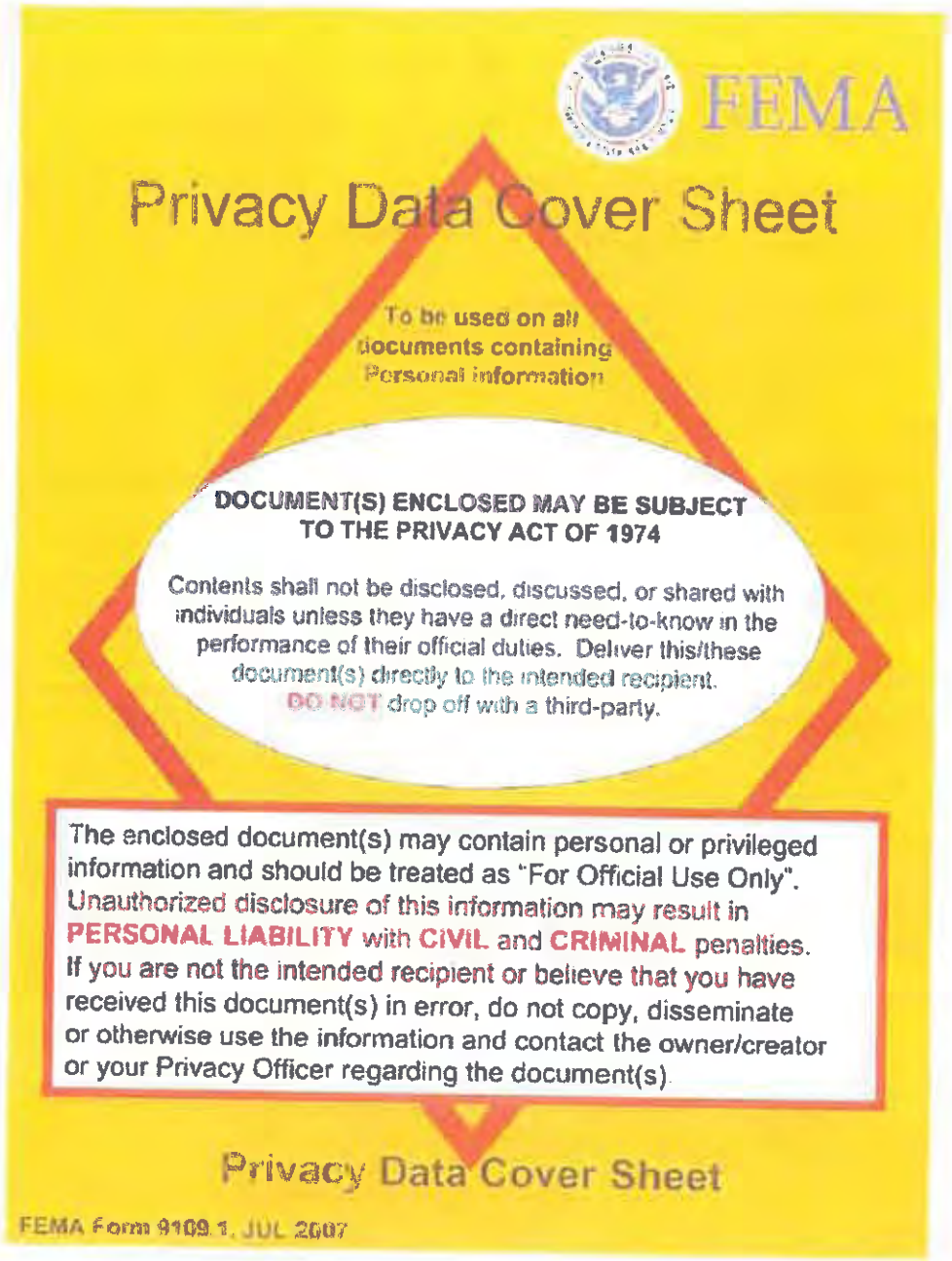
General Grant coordination will be provided through the Community & Environment Department and potentially supplemented by outside consultant(s) with FEMA expertise. The participating entities are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

EXHIBIT I

*** WARNING: The data in this document is "For Official Use Only" (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and it is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior written approval of an authorized DHS Official.**



ATTENTION
MATERIAL MAY BE SUBJECT TO THE PRIVACY ACT OF 1974, AS AMENDED

WHEN NOT UNDER THE CONTINUING CONTROL AND SUPERVISION OF A PERSON AUTHORIZED ACCESS TO SUCH MATERIAL, IT MUST BE, AS A MINIMUM, MAINTAINED UNDER LOCKED CONDITIONS

!!WARNING – CRIMINAL PENALTIES!!

Disclosure of Agency records which contain individually identifiable information is prohibited. Any officer, employee or contractor of the Agency, who by virtue of his/her official position, has possession of, or access to, Agency records which contain personal data subject to the Privacy Act who willfully discloses it in any manner to any person or agency NOT entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. (5 USC 552a(i)(1))

Any officer, employee, or contractor of the Agency who willfully maintains a system of records without meeting the Notice Requirements of Subsection (e)(4) of the Privacy Act shall be guilty of a misdemeanor and fined not more than $5000. (5 USC 552a(i)(2))

Any person who knowingly and willfully requests or obtains any record concerning an individual from an Agency under false pretenses shall be guilty of a misdemeanor And fined not more than $5,000. (5 USC 552a(i)(3))

No record which is contained in a system of records may be disclosed to a recipient Agency or non-Federal Agency for use in a computer matching program except pursuant to a written agreement between the source Agency and recipient Agency or non-Federal Agency. (5 USC 552a(o))

Subgrant Project Application

Application Title: Forest Creek Acquistion Project
Subgrant Applicant: Escambia County
Application Number: FMA-PJ-04-FL-2014-029
Application Year: 2014
Grant Type: Project Application
Address: 221 Palafox Place, Suite 200 , Pensacola, FL 32502-5835

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
FL	120082_QBM0Z074Z	PENSACOLA, CITY OF	120082	Y	7	120082	1

Comments

Attachments

State	FL	
Community Name	PENSACOLA, CITY OF	
County Name	FLORIDA	
County Code	ESCAMBIA COUNTY	
City Code	120082	
FIPS Code	033	Help
CID Number	120082	Help
CRS Community	Y	
CRS Rating	7	
State Legislative District	120082	
US Congressional District	1	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	Help
Community participates in NFIP?	Yes	
Date entered in NFIP	09-06-1974	
Date of most recent Community Assistance Visit (CAV)?	01-11-2012	Help

Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan?	Escambia County Local Mitigation Strategy
What is the type of plan?	Local MultiJurisdictional Multihazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	09-01-2010
Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.	FEMA requires that eligible project applications must be in compliance with the Escambia County Local Hazard Mitigation Plan, or Local Mitigation Strategy. The proposed mitigation projects are fully in compliance with the Escambia County Local Mitigation Strategy in the following ways: • Goal 1: Enhance coordination and communication among local and regional organizations to implement the hazard mitigation goals and objectives. o Objective A: Continue to identify and solicit effective participation from all governing bodies, regulating authorities, regional organizations, for-profit and non-profit organizations, community organizations, neighboring governing bodies and organizations, and any other organizations that may have an interest in being a stakeholder in the mitigation process. • Goal 2: Reduce risks and vulnerabilities of facilities and properties in hazard-prone and environmentally sensitive areas. o Objective A: Identify the risks and vulnerabilities that need to be addressed in our community through a risk assessment and hazards analysis. o Objective B: Create a method of reviewing and prioritizing recommended mitigation initiatives and projects for our community. • Goal 3: Integrate and coordinate all local mitigation activities and programs under the LMS as appropriate, or as directed or required by programmatic rules and requirements. o Objective A: Identify any and all intergovernmental plans, studies, reports, and technical information from various agencies at the Federal, State, and Local levels of government and community organizations that have a mitigation function and incorporate those into the LMS mitigation strategy. o Objective B: Continue to focus on Federal and State grant programs and other funding opportunities for mitigation through the LMS either as we desire at the local level, or as State and Federal regulations and guidelines require. Programs already required to utilize the LMS are HMGP, FMA, NFIP, CRS, and potentially CDBG. • Goal 5: Improve and enhance current development rules, laws, regulations, and codes to ensure that future development will continue to be less vulnerable to our hazards.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan?	2014 State of Florida Enhanced Mitigation Plan
What is the type of plan?	Enhanced State Multi-hazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	08-24-2013
Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.	FEMA requires that eligible project applications must be in compliance with the State FEMA-Approved Mitigation Plan. The proposed mitigation projects are compliant with the State of Florida Enhanced Mitigation Plan in the following ways: • Goal 2: Support Local and Regional Mitigation Strategies o Objective 2.3: Ensure that all communities are aware of available mitigation funding sources and cycles. Awareness of funding sources will increase the likelihood of communities implementing mitigation strategies that will assist in the health and safety of their residents. o Objective 2.5: Conduct all possible actions to mitigate severe repetitive loss properties. Mitigating repetitive loss properties will ensure that the long-term risk of damage due to natural hazards will be eliminated or greatly reduced. • Goal 4: Support mitigation initiatives and policies that protect the state's cultural, economic, and natural resources. o Objective 4.1: Support land acquisition programs that reduce or eliminate potential future losses due to natural hazards and that are compatible with the protection of natural or cultural resources. This ensures that land acquisition programs occur in a way that not only makes sense for hazard mitigation, but also culturally and ecologically.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

Forest Creek Acquistion Project

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
200.2	Acquisition of Private Real Property (Structures and Land) - Coastal

If Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

Escambia County proposes to mitigate the entire site located at 34 Patton Drive that includes the Forest Creek Apartment Complex (Complex) and surrounding land as a Flood Mitigation Assistance Program. The project includes acquisition of the site, demolition of all structures and creation of a 3.0 acre water feature (lake) that can be used in the future as a stormwater retention area. Additionally, Escambia County proposes that the land be converted to open space and the balance of the property, not used for the pond, be used as natural floodplain and a park for local citizens' use. The property would serve as a floodplain compliant multi-functional stormwater retention area/park for local citizens' use.

Is there construction in this project?

Y

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

Please refer to the Forest Creek Acquisition Application attachment for all maps, photogrpahs, and site details.

Scope of Work (Page 2 of 3)

Latitude:

30.394144

Longitude:

-87.281712

Describe the need for this activity. Why should this mitigation activity be completed?

The site is entirely located in an AE flood zone. There are 17 buildings (16 multi-family and 1 office) which include a total of 200 low-income apartment units. The site frequently experiences flooding, resulting in multiple structures being classified as Repetitive Loss by FEMA. As part of this project, Escambia County will purchase the entire site including all structures and improvements from a willing, voluntary seller. All tenants will be relocated and the existing subsidies will be retained within Escambia County and transferred to housing units outside of the Special Flood Hazard Area. There is an extensive history of flood impacts and losses ddating back to 1980 for this site. During many of these prior impact Please refer to the Rep Loss Information attachment for details on previous flood losses. It is important to note that additional losses have occurred in addition to those preseneted in this attachment. The total of repetitive loss is greater than $1.7MM. The first finished floor elevations of many of the structures are below the BFE as established by FEMA's FIRM and FIS resulting in significant flood vulnerability to the structures and residents. The Complex was built in 1977 and since that time has been subject to repetitive flooding and loss with documented instances dating back to the early 1980's. Many of these flood event impacts included extended displacement of tenants. In more recent times, the Complex has suffered from flooding and loss during the June 2012 and April 2014 storm events. During the June 2012 storm eight (8) of the buildings suffered water damage in the ground floor units, with one of the structures being damaged to such an extent that it had to be demolished and reconstructed. This unit was built approximately 6-foot higher that the other units in the complex. During the April 2014 event, the ground floor units in all of the structures, with the exception of the reconstructed building, were inundated. While these events were both in excess of the 100 year storm event, the owner has reported that the complex experiences flooding to a lesser degree during lesser, more frequent storm events as well. The Complex is located in a storm surge zone as identified by the Florida Division of Emergency Management and is subject to sea level rise. Per intermediate USACE estimates, projected sea level rise for Pensacola is 1.76 feet. This increases the vulnerability of this site to future flooding and storm surge impact. Completion of this project will remove all residual flood and storm surge risk for the site improvements as well as current tenants.

Who will the mitigation activity benefit and/or impact?

The proposed mitigation project will benefit most directly benefit the 200 families that reside in the Complex. The average household size in Escambia County is 2.41, resulting, at minimum, direct positive impacts to 482 citizens. Moreover, this proejct will have a benefit to the community as a whole as the post-mitigation use of the site will be public park. In addition, all Escambia County residents will benefit from cost savings resulting from the absence of future disaster response and recovery costs for the site and residents. The proposed mitigation activity will also benefit the community at-large as a result of the improvements in water quality and future flood attenuation resulting from the restoration of the site to its natural floodplain condition.

How will the mitigation activity be implemented?

The subapplicant, Escambia County, will implement the project in accordance with all elements of the approved scope of work and all applicable guidance and regulation. All activities will be permitted as necessary by the jurisdictions having authority in the project location or as required by law or regulation.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with freeboard, 100-yr wind design, etc.):

The acquisition and demolition of this site is technically feasible. Engineers have conducted site assessments and found no outstanding issues with demolition and removal of above ground as well as subterranean improvements. In addition, the post-mitigation floodplain restoration activities have been determined to be technically feasible.

Who will manage and complete the mitigation activity?

The subapplicant, Escmabia County, will be responsible for managing and completing the mitigation project.

Scope of Work (Page 3 of 3)

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

The project will completely mitigate flooding at this site. No residual risk to habitable structures will exist. In addition, the post-mitigation

When will the mitigation activity take place?

The mitigation activity will take place upon the execution of a subgrant agreement with the State of Florida, Division of Emergency Management following award of the grant. It is expected that this will occur in Spring of 2015.

Why is this project the best alternative. What alternatives were considered to address the Risk and why was the proposed activity considered the best alternative?

A number of options were reviewed as potential mitigation efforts to prevent the continued repetitive loss at the site. These alternatives included potential projects that increased

storage within the floodplain, in areas adjacent to the Complex, either through excavation or installation of dam features upstream of the complex, as well as increasing the hydraulic capacity of the downstream crossings at Navy Boulevard and Old Corry Field Road. Available undeveloped areas within the watershed are predominantly low lying wetlands. The shallow depth to groundwater would limit the depth available in which to develop useable storage volume. As a result, the storage volume would have to be generated by increasing the surface area of the excavations requiring immense tracts of land and significant impacts to jurisdictional wetlands. Therefore, increasing storage within the flood plain through excavation is believed to be impractical and not feasible. The use of dams to develop storage in upstream sections of the Creek would solve the issue with depth to groundwater and significantly decrease impacts to jurisdictional wetlands. However, the use of dams in this manner could cause adverse impacts to areas surrounding Jones Swamp/Creek during storm events resulting in flooding in locations not previously subject to such conditions. The segment of Jones Creek adjacent to and downstream of the Complex is located within an area of detailed study according the FEMA FIRM's. As shown on the FIRM, the BFE on the west side of Navy Boulevard is 14' while on the east side of the crossing the BFE is 6'. This 8' jump in BFE across Navy Boulevard provides evidence that the crossing may represent a significant hydraulic constriction in the system. Increasing the hydraulic capacity of this crossing would reduce flood stage elevations in the upstream segments of Jones Swamp/Creek. This would require, at a minimum, the improvement of the stream channel from this crossing through the crossing at Old Corry Field Road. This crossing in closely bordered by Highway 98 and commercial properties. Widening of the crossing would include either the acquisition of highly valuable commercial real estate or the realignment of a major intersection including a segment of a 7 lane divided highway. The costs associated with such improvements and/or acquisitions are considered prohibitive. It was determined that the preferred approach would be the acquisition and demolition of the Complex with relocation of the apartment tenants, followed by restoration of a beneficial floodplain at this site. This approach not only eliminates repetitive flooding and loss but also provides several other social and environmental benefits.

Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:

The subapplication, Escmabia County will be responsible for long-term maintenance of the site and any associated reporting. It is anticipated that County staff will complete this work.

If you would like to make any comments, please enter them below:

Attachments:

Forest Creek Acquisition Application Part 3.zip
Forest Creek Acquisition_Demolition Application Part 1.pdf
Forest Creek Acquisition Application Part 2.zip
Forest Creek Acquisition Application Part 5.zip
Forest Creek Acquisition Application Part 4 (3).zip

Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
State/local contracting Process	1	MONTHS	6	MONTHS	Florida Division of Emergency Management/Escambia County
Tenant Relocation Process	6	MONTHS	11	MONTHS	Escamabia County/City of Pensacola
Appraisal	6	MONTHS	1	MONTHS	Escambia County
Offer	7	MONTHS	2	MONTHS	Escambia County
Second Offer	9	MONTHS	2	MONTHS	Escambia County
Escrow/Closing	11	MONTHS	3	MONTHS	Title Company/Attorney
Contract/Bid - Demolition and Floodplain Restoration	15	MONTHS	1	MONTHS	Escambia County
Contract Execution	16	MONTHS	1	MONTHS	Escambia County/Selected Contractor
Demolition/Excavation/Clearing/Grubbing	19	MONTHS	4	MONTHS	Selected Contractor
Floodplain Restoration	23	MONTHS	4	MONTHS	Selected Contractor
State Final Inspection	27	MONTHS	3	MONTHS	Escambia County/Florida Division of Emergency Management
State Closeout Process	30	MONTHS	3	MONTHS	Escambia County/Florida Division of Emergency Management
Weather Delays	33	MONTHS	3	MONTHS	All Stakeholders
Estimate the total duration of the proposed activity:			36	MONTHS	

200.2 - Acquisition of Private Real Property (Structures and Land) - Coastal

Federal Share: $ 17,822,876.53

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Property Appraised Value	Land, Structures, Right-of-way	1.00	Each	$ 11,900,000.00	$ 11,900,000.00
Closing Costs	Land, Structures, Right-of-way	1.00	Unknown	$ 140,952.00	$ 140,952.00
Relocation Assistance Costs	Relocation Payments To Individuals And Businesses	1.00	Each	$ 1,359,600.00	$ 1,359,600.00
Post-Demolition Floodplain Restoration	Construction And Project Improvement	1.00	Each	$ 6,098,277.50	$ 6,098,277.50
Desing, Permitting, Engineering	Architectural Engineering Basic Fees	1.00	Each	$ 59,882.75	$ 59,882.75
Grant Management Cost	Administrative Expense	1.00	Each	$ 244,483.90	$ 244,483.90
				Total Cost	$ 19,803,196.15

Total Project Cost Estimate: $ 19,803,196.15

	Cost Share	
Activity Cost Estimate	$ 19,803,196.15	
Federal Share Percentage	89.99999997%	
Non-Federal Share Percentage	10.00000003%	
	Dollars	Percentage
Proposed Federal Share	$ 17,822,876.53	89.99999997%
Proposed Non-Federal Share	$ 1,980,319.62	10.00000003%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type		Amount ($)	Action
Local Agency Funding	Escambia County	Other (Please refer to attached Match Commitment Letter)		$ 1,980,319.62	View Details
			Grand Total	$ 1,980,319.62	

If you would like to make any comments, please enter them below.

Attachments

Appraisal 11 2012 (2).pdf
Forest Creek Cost Estimate_FINAL.pdf
MWC Letter to R Wilkerson 7 21 2014.pdf

Funding Source	Local Agency Funding
Name of Funding Source	Escambia County
Funding Type	Other (Please refer to attached Match Commitment Letter)
Amount	$ 1,980,319.62
Date of availability	03-01-2015
Funds commitment letter date	07-24-2014
Attachment (funds commitment letter)	FMA Match-Leverage Letter (EscCo 7-21-14).pdf

Cost Effectiveness

Attach the Benefit Cost Analysis (BCA), if completed for this project

Net Present Value of Project Benefits (A)	$ 4.4578968E7
Total Project Cost Estimate (B)	$ 1.9827454E7
What is the Benefit Cost Ratio for the entire project (A/B)?	2.248

If you would like to make any comments, please enter them below.

Please refer to attached BCA Report 7.24.14 and Forest Creek BCA Export 7.24.14 for additional detail.

Attachments:

BCA Report 7.24.14.pdf
Forest Creek BCA Export 7.24.14.zip
BCA Memo Forest Creek.pdf

A. National Historic Preservation Act - Historic Buildings and Structures

* 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? No

If Yes, you must confirm that you have provided the following:

- [ ] The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- [ ] A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- [ ] A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [ ] Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- [ ] Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- [ ] For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
- [x] Attached materials or additional comments.

Comments:

Please see attached Forest Creek EHP Documents which contains information such as the property address, and date of construction, color photographs, topographic map, and coordination letters with the State Clearinghouse, USACE, SHPO, and the local floodplain manager. In addition, the Forest Creek Application attachment contains additional information on all structures included in the project.

Attachments:

Forest Creek Acquisition EHP Documentation 7-24-2014.pdf

B. National Historic Preservation Act - Archeological Resources

* 1. Does your project involve disturbance of ground? Yes

If Yes, you must confirm that you have provided the following:

- [x] A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- [x] The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- [x] A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [x] Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- [x] Attached materials or additional comments.

Comments:

Please see the attachment for anticipated ground disturbance site map and concurrence with the SHPO. The only known historic use of the site is the current use of multi-family residential.

Attachments:

C. Endangered Species Act and Fish and Wildlife Coordination Act

* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? Not Known

If Yes, you must confirm that you have provided the following:

- [ ] Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [ ] Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.
- [ ] Attached materials or additional comments.

Comments:

Please see the attached Florida Department of Environmental Protection clearinhouse letter sent to the coordinate with various state and and Federal agencies, including USFWS, National Marine Fisheries Service and the Florida Wildlife Commission.

* 2. Does your project remove or affect vegetation? Yes

If Yes, you must confirm that you have provided the following:

- [x] Description of the amount (area) and type of vegetation to be removed or affected.
- [x] A site map showing the project area and the extent of vegetation affected.
- [x] Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [x] Attached materials or additional comments.

Comments:

The vegetation that is affected during the demolition and removal of the structure will be landscaping that must be removed to restore the parcel to its natural condition. Please see Forest Creek Ground Disturbance Map attachment from section EHP-B for area of ground disturbance. The Forest Creek Application attachment document contains pictures which display the vegetation and landscaping which will affected.

* 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? Yes

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- [x] A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- [x] Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- [x] A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [ ] Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- [x] Attached materials or additional comments.

Comments:

Please see the attached letter to the USACE requesting a Letter of No Permit required and the FIRM attached in section EHP-E.

Attachments:

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

* 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? Not Known

If Yes, you must confirm that you have provided the following:

- [ ] Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- [x] Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- [x] Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- [x] Attached materials or additional comments.

Comments:

Please refer to Forest Creek USACE letter in EHP section A. A response from USACE has not yet been received on this project.

Attachments:

E. Executive Order 11988 (Floodplain Management)

* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? Yes

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

A FIRM for the area and an FIS Study for Escambia County was used to assess the alternatives that were considered to eliminate or minimize impacts to the floodplain. Please see attachments for FIRMette of the property and the Escambia County FIS.

* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- [ ] Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- [ ] Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).

☐ Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.

☐ Attached materials or additional comments.

Comments:

Attachments:
Escambia FIS.pdf

F. Coastal Zone Management Act

* 1. Is the project located in the State's designated coastal zone? Yes

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☑ Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.

☑ Attached materials or additional comments.

Comments:
Please see the attachment for the State Clearinghouse coordination memo that requests coordination with the Florida Department of Environmental Protection in Section EHP-A.
Attachments:

G. Farmland Protection Policy Act

* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

Attachments:

H. RCRA and CERCLA (Hazardous and Toxic Materials)

* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

☐ Attached materials or additional comments.

Comments:

* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

☐ Attached materials or additional comments.

Comments:

* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

☐ Attached materials or additional comments.

Comments:

* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

☐ Attached materials or additional comments.

Comments:

Attachments:

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? Yes

If Yes, you must confirm that you have provided the following:

☑ Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☑ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

☑ Attached materials or additional comments.

Comments:

The proposed project will not pose any adverse effects to minority or low income populations in the area. The grant program was advertised to the entire community. If funded, the projects will actually positively affect the entire community, as it builds overall resiliency and spreads knowledge of flood mitigation. Please see Section A attachment for Escambia County 2008-2012 Demographic and Housing Estimates.

Attachments:

J. Other Environmental/Historic Preservation Laws or Issues

* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? Yes

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

The project application is scheduled to be presented at the Escmabia County Board of County Commissioners meeting for August 2014. In addition and upon award, public notice requirements will be followed as necessary. In addition, please see the attachment for documentation regarding the public attention that the project has gained within the community.

Attachments:

News Articles_FINAL.pdf

K. Summary and Cost of Potential Impacts

* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

☐ Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.

☐ Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.

☐ Considered alternatives that could minimize both the impacts and the cost of the project.

☐ Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

It is expected that implementation of the proposed acquisition and demolition project will not pose any detrimental effect to the environment, natural resources, or historic properties. Upon award, all necessary regulatory bodies with jursdiction in the area will complete a review of the project and any necessary permits will be obtained prior to project implementation.

Attachments:

Evaluation (Page 1 of 2)

Is the recipient participating in the Community Rating System (CRS)?	Yes
If yes, what is their CRS rating?	6
Is the recipient a Cooperating Technical Partner (CTP)?	No
Is the recipient a Firewise Community?	No
If yes, please provide their Firewise Community number.	
Has the recipient adopted building codes consistent with the International Codes?	Yes
Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code?	Yes
Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	Yes
If yes, what is their BCEGS rating?	4
Is this a small, impoverished community?	No

Evaluation (Page 2 of 2)

How will this mitigation activity leverage involvement of partners to enhance its outcome?	The proposed project will leverage the involvement of partners to enhance its outcome by leveraging a variety of funding sources and stakeholders throughout the implementation of the project. In particular, there is interest in the project from the environmental community of Escambia County due to the positive impacts the project will have on water quality. Also, local housing authorities support the project due to the positive impacts and increased safety the project will have on vulnerable populations. The emergency management and public safety community supports the project due to the positive impacts and cost savings the project will create in future flood events. The citizens at-large will benefit and are expected to support the project due to the creation of additional open space for public use which adds value to local landscape and creates an increased sense of space for adjacent homeowners thereby adding value to the community. All these things considered will be leveraged to add value to the project. Please see attachment "Match Commitment Letter" in support of the variety of community stakeholders which are contributing to the project.
How will this mitigation activity offer long-term financial and social benefits or promote resiliency for the community?	This project will create resilienct for the community by removing current social and environmental natural hazard vulnerability. The positive impacts of the proposed project will provide long-term financial benefits by removing all residual flood risk to habitable structures from the site. Cost savings will be expereinced from a reduction of future emergency response costs. The tenants will benefit financially as they will no longer experience loss of their contents and belongings due to flooding. The resotration of the natural floodplain function will have a positive benefit on the entire drainage basin by increasing storage capacity and lessen the impervious surfaces within the watershed. this may result in reduced flood vulnerability for other structures that are present in the floodplain within the same watershed thereby saving costs during future flood events.
Please provide the percent of the population benefiting from this mitigation activity.	5.0
Please explain your response.	It is unknow exactly how many citizens will benefit from this project as its impacts will be far reaching. Post-mitigation the space will be open to the public which theoretically may benefit the entire population as well as any visitors to the area.
Does this mitigation activity protect a critical facility?	No
If yes, please select the type of critical facilities to be protected	
Comments:	

Name	Date Attached

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part II: FEMA Form 20-16B, Assurances Construction Programs.	Complete
Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Complete
Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than $100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)	Not Applicable

FEMA Form 20-16B, Assurances-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 USC Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.
20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

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You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

Standard Form LLL Disclosure of Lobbying Activities Not Attached

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Explanation:

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2)Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.
(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	ZIP
221 Palafox Place	Pensacola	FL	32502-5827

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, Randy Wilkerson, hereby sign this form as of 07-24-2014.

Comments and Attachments

Name of Section	Comment	Attachment	Date Attached
Scope of Work		Forest Creek Acquisition Application Part 5.zip	07-24-2014
		Forest Creek Acquisition Application Part 2.zip	07-24-2014
		Forest Creek Acquisition Demolition Application Part 1.pdf	07-24-2014
		Forest Creek Acquisition Application Part 4 (3).zip	07-24-2014
		Forest Creek Acquisition Application Part 3.zip	07-24-2014
Cost Share		MWC Letter to R Wilkerson 7 21 2014.pdf	07-24-2014
		Forest Creek Cost Estimate _FINAL.pdf	07-24-2014
		FMA Match-Leverage Letter (EscCo 7-21-14).pdf	07-24-2014
		Appraisal 11 2012 (2).pdf	07-24-2014
Cost Effectiveness	Please refer to attached BCA Report 7.24.14 and Forest Creek BCA Export 7.24.14 for additional detail.	BCA Report 7.24.14.pdf	07-24-2014
		Forest Creek BCA Export 7.24.14.zip	07-24-2014
		BCA Memo Forest Creek.pdf	07-24-2014
EHP - A - National Historic Preservation Act - Historic Buildings and Structures	Please see attached Forest Creek EHP Documents which contains information such as the property address, and date of construction, color photographs, topographic map, and coordination letters with the State Clearinghouse, USACE, SHPO, and the local floodplain manager. In addition, the Forest Creek Application attachment contains additional information on all structures included in the	Forest Creek Acquisition EHP Documentation 7-24-2014.pdf	07-24-2014
EHP - B - National Historic Preservation Act - Archeological Reources	Please see the attachment for anticipated ground disturbance site map and concurrence with the SHPO. The only known historic use of the site is the current use of multi-family residential.		
EHP - C - Endangered Species Act and Fish and WildLife Coordination Act	Please see the attached Florida Department of Environmental Protection clearinhouse letter sent to the coordinate with various state and and Federal agencies, including USFWS, National Marine Fisheries Service and the Florida Wildlife Commission. ----------		
EHP - D - Clean Water Act, Rivers and Harbors Act, and Executive Order 11990	Please refer to Forest Creek USACE letter in EHP section A. A response from USACE has not yet been received on this project.		
EHP - E - Executive Order 11988 (Floodplain Management)	A FIRM for the area and an FIS Study for Escambia County was used to assess the alternatives that were considered to eliminate or minimize impacts to the floodplain. Please see attachments for FIRMette of the property and the Escambia County FIS.	Escambia FIS.pdf	07-23-2014
EHP - F - Coastal Zone Management Act	Please see the attachment for the State Clearinghouse coordination memo that requests coordination with the Florida Department of Environmental Protection in Section EHP-A.		
EHP - I - Executive Order 12898	The proposed project will not pose any adverse effects to minority or low income populations in the area. The grant program was advertised to the entire community. If funded, the projects will actually positively affect the entire community, as it builds overall resiliency and spreads knowledge of flood mitigation. Please see Section A attachment for Escambia County 2008-2012 Demographic and Housing		
EHP - J - Other Environmental/Historic Preservation Laws or Issues	The project application is scheduled to be presented at the Escmabia County Board of County Commissioners meeting for August 2014. In addition and upon award, public notice requirements will be followed as necessary. In addition, please see the attachment for documentation regarding the public attention that the project has gained within the community.	News Articles _FINAL.pdf	07-24-2014

EHP - K - Summary and Cost of Potential Impacts	It is expected that implementation of the proposed acquisition and demolition project will not pose any detrimental effect to the environment, natural resources, or historic properties. Upon award, all necessary regulatory bodies with jursdiction in the area will complete a review of the project and any necessary permits will be obtained prior to project implementation.

APPLICATION FOR FEDERAL ASSISTANCE (SF 424)

2. DATE SUBMITTED
07-24-2014

Applicant Identifier

1.TYPE OF SUBMISSION
Construction

3. DATE RECEIVED BY STATE
07-24-2014

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5.APPLICANT INFORMATION

Legal Name
Escambia County Board of Comminnioners

Organizational Unit
Escambia County

Address
221 Palafox Place, Suite 200 ,
Pensacola, FL 32502-5835

Name and telephone number of the person to be contacted on matters involving this application
Walton Wilkerson, 850-595-0022 3

6. EMPLOYER IDENTIFICATION NUMBER (EIN)
59-6000598

6.a. DUNS NUMBER
075079673

7. TYPE OF APPLICANT
Local Government

8. TYPE OF APPLICATION
Project Application

9. NAME OF FEDERAL AGENCY
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

NUMBER	97.029
CFDA TITLE	FMA

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT
Forest Creek Acquistion Project

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)
ESCAMBIA COUNTY

13. PROPOSED PROJECT:
Start Date:
End Date :

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant FL
b. Project FL

15. ESTIMATED FUNDING

a. Federal	$ 17,822,876.53
b. Applicant	$ 0.00
c. State	$ 0.00
d. Local	$ 1,980,319.62
e. Other	$ 0.00
f. Program Income	$ 0.00
g. TOTAL	$ 19,803,196.15

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
YES. 21-JUL-2014

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a.Name of Authorized Representative
Frank McColm

b.Title

c.Telephone Number
8508954707

d.Signature of Authorized Representative
Frank McColm

e.Date Signed
07-24-2014

Comments for FEMA

The Florida Division of Emergency Management is submitting this application for further funding consideration under the FY14 HMA grant application cycle.

ESCAMBIA COUNTY, FLORIDA

2014 Flood Mitigation Assistance Application

Forest Creek Apartment Complex Acquisition/Demolition Project

Escambia County
2014 FMA Application – Forest Creek Apartment Complex
Contents

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Forest Creek Proposed Project Site Information

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Forest Creek Marked FIRMette

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Forest Creek Notice of Voluntary Interest

Forest Creek Repetitive Loss Details

Forest Creek Property Appraiser Datasheet

Declaration and Release

Duplication of Benefits

Community Assurances – Construction Programs

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility matters; and Drug-Free Workplace Requirements

Statement of Assurances of Acquisition of Property for Open Space

Forest Creek Apartment Floodplain Reconstruction Project Narrative
Acquisition/Demolition Scope of Work

Summary

As a Flood Mitigation Assistance Program project, the recipient, Escambia County proposes to mitigate the entire site located at 34 Patton Drive that includes the Forest Creek Apartment Complex (Complex) and surrounding land. The project includes acquisition of the site, demolition of all structures and creation of a 3.0 acre water feature (lake) that can be used in the future as a stormwater retention area. Additionally, Escambia County proposes that the land be converted to open space and the balance of the property, not used for the pond, be used as a park for local citizens' use. The property would serve as a floodplain compliant multi-functional stormwater retention area/park for local citizens' use.

Demolition and excavation activities will disturb 498,326 square feet (11.44 acres) to an approximate depth of 6 feet.

The site is entirely located in an AE flood zone. There are 17 buildings (16 multi-family and 1 office) which include a total of 200 low-income apartment units. The site frequently experiences flooding, resulting in multiple structures being classified as Repetitive Loss by FEMA. As part of this project, Escambia County will purchase the entire site including all structures and improvements from a willing, voluntary seller. All tenants will be relocated and the existing subsidies will be retained within Escambia County and transferred to housing units outside of the Special Flood Hazard Area. The relocation of existing tenants will be completed in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act. The acquired property will be deed restricted and maintained as open space in perpetuity to restore and conserve the natural functions of the floodplain as set forth in FEMA program guidance and requirements, including but not limited to, 44 CFR Part 9 and Part 80.

The State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy identify and support the acquisition of property as a preferred means to mitigate future flood related losses. All demolition activities will comply with the State of Florida and local building code requirements and specifications.

Project Location

The Complex is located between Jones Creek and the northerly right-of-way of Patton Drive approximately 1,250 feet to the west of Navy Boulevard, in Escambia County Florida. FEMA Flood Insurance Rate Maps (FIRM) 12033C0368G and 12033C0369G, revised September 29, 2006, indicate that the entire Complex, and surrounding area, lies within flood zone AE with base flood elevations (BFE's) which range between 14' and 15'.

The Complex entrance slopes down to the north, from Patton Drive, substantially over a short distance such that the Complex is situated well below the elevation of Patton Drive. The topography across the

Complex continues to drop to the north, with moderate slope, toward Jones Creek. The northerly extents of the Complex are situated immediately adjacent to the main channel of Jones Creek.

Jones Creek is the main drainage feature for a watershed of approximately 2,700 acres in Escambia County, Florida. The upland portions of the watershed are largely developed and are predominantly residential in nature. The open and undeveloped portions of the watershed are mainly comprised of hardwood, cypress, bay, and shrub swamps interspersed with pine woods and brush land. In the western and northwestern portions of the Jones Creek watershed, west of Fairfield Drive, there are wet low pinelands, cypress, and pitcher plant bogs. These connected wetland areas are situated between sandy ridges that run parallel to Jones Creek. These ridges function as recharge areas for the Sand and Gravel Aquifer, which is the area's sole source of water for domestic and public use. Jones Creek drains this watershed from west to east flowing easterly under Navy Boulevard and Old Corry Field Road prior to discharging into Bayou Chico. The more westerly extents of the Jones Swamp/Creek are relatively unconstricted. However, as the swamp/creek continues to the east, development increasingly encroaches upon the wetlands/flood plain and the main drainage channel is substantially constricted by the time it reaches the Forest Creek Complex. This constricted condition continues to the east beneath Navy Boulevard and Old Corry Field Road until reaching Bayou Chico.

Project History

The Complex was built in 1977 and since that time has been subject to repetitive flooding and loss with documented instances dating back to the early 1980's. Many of these flood event impacts included extended displacement of tenants. In more recent times, the Complex has suffered from flooding and loss during the June 2012 and April 2014 storm events. During the June 2012 storm eight (8) of the buildings suffered water damage in the ground floor units, with one of the structures being damaged to such an extent that it had to be demolished and reconstructed. This unit was built approximately 6-foot higher that the other units in the complex. During the April 2014 event, the ground floor units in all of the structures, with the exception of the reconstructed building, were inundated. While these events were both in excess of the 100 year storm event, the owner has reported that the complex experiences flooding to a lesser degree during lesser, more frequent storm events as well.

The Complex is located in a storm surge zone as identified by the Florida Division of Emergency Management and is subject to sea level rise. Per intermediate USACE estimates, projected sea level rise for Pensacola is 1.76 feet. This increases the vulnerability of this site to future flooding and storm surge impact. Completion of this project will remove all residual flood and storm surge risk for the site improvements as well as current tenants.

Mitigation Alternatives Considered

A number of options were reviewed as potential mitigation efforts to prevent the continued repetitive loss at the site. These alternatives included potential projects that increased storage within the floodplain, in areas adjacent to the Complex, either through excavation or installation of dam features upstream of the complex, as well as increasing the hydraulic capacity of the downstream crossings at Navy Boulevard and Old Corry Field Road.

Available undeveloped areas within the watershed are predominantly low lying wetlands. The shallow depth to groundwater would limit the depth available in which to develop useable storage volume. As a result, the storage volume would have to be generated by increasing the surface area of the excavations requiring immense tracts of land and significant impacts to jurisdictional wetlands. Therefore, increasing storage within the flood plain through excavation is believed to be impractical and not feasible.

The use of dams to develop storage in upstream sections of the Creek would solve the issue with depth to groundwater and significantly decrease impacts to jurisdictional wetlands. However, the use of dams in this manner could cause adverse impacts to areas surrounding Jones Swamp/Creek during storm events resulting in flooding in locations not previously subject to such conditions. Additionally, the introduction of dams to the Creek could result in detrimental hydrologic impacts to the creek/wetland systems in downstream areas. Finally, any dam would need to include features to pass the base creek flow in order to maintain a useable storage volume behind the dam. Any feature intended to perform this function would be subject to blockage and presents a maintenance challenge for the owner of the facility.

The segment of Jones Creek adjacent to and downstream of the Complex is located within an area of detailed study according the FEMA FIRM's. As shown on the FIRM, the BFE on the west side of Navy Boulevard is 14' while on the east side of the crossing the BFE is 6'. This 8' jump in BFE across Navy Boulevard provides evidence that the crossing may represent a significant hydraulic constriction in the system and likely is a contributing factor to the upstream flooding conditions. Increasing the hydraulic capacity of this crossing would reduce flood stage elevations in the upstream segments of Jones Swamp/Creek. However, this approach would result in greater flow rates and potential flooding along downstream segments of the Creek. This would require, at a minimum, the improvement of the stream channel from this crossing through the crossing at Old Corry Field Road. The existing Navy Boulevard crossing is a triple box culvert and the necessary improvements could require a significant increase in the width of the crossing at this location. This crossing in closely bordered by Highway 98 and commercial properties. Widening of the crossing would include either the acquisition of highly valuable commercial real estate or the realignment of a major intersection including a segment of a 7 lane divided highway. The costs associated with such improvements and/or acquisitions are considered prohibitive.

As described above, the alternative project designed to alleviate repetitive flooding and loss on the Complex site would be impractical, or cost prohibitive. It was determined that the preferred approach would be the acquisition and demolition of the Complex with relocation of the apartment tenants, followed by restoration of a beneficial floodplain at this site. This approach not only eliminates repetitive flooding and loss but also provides several other social and environmental benefits.

Jones Creek and Bayou Chico have a history of water quality problems. Both water bodies are included on the 303(d) list of impaired waters, and there are Total Maximum Daily Loads (TMDLs) that have been established. A Basin Management Action Plan (BMAP) was recently developed and approved by the Florida Department of Environmental Protection (FDEP) as a plan to return these water bodies to State of Florida water quality standards.

The County's acquisition of Jones Swamp is a recommendation of the Northwest Florida Water Management District (NWFWMD) Surface Water Improvement and Management (SWIM) Plan to protect this wetland and watershed area. The Jones Swamp watershed area has been identified by the NWFWMD as an important natural filter of stormwater runoff which helps improve the water quality of Bayou Chico and the Pensacola Bay System.

The restoration of a floodplain on the site of the existing Complex will eliminate an untreated point source stormwater discharge into Jones Creek in keeping with the goals of the BMAP and SWIM. Further, the restored site could include a stormwater management facility on the southerly potion of the property which could accept and treat runoff from Patton Drive prior to discharge into Jones Creek.

Proposed Mitigation Project

The project would include the acquisition of the entire property located at 34 Patton Drive (parcel ID 50-25-30-4590-000-001) and demolition of:

- 17 buildings (approximately 219,640 square feet),
- approximately 125,000 square feet of asphalt driveways and parking areas,
- approximately 5,500 linear feet of concrete header curb,
- approximately 800 linear feet of stormwater pipe, and
- an unknown amount of sanitary sewer piping and potable water piping, and lighting poles.
- Underground electrical and telecommunications cables will be terminated at the entrance to the site and removed only as required to complete construction of the project.

In addition, tenant relocation assistance and counseling will be included as part of the project and provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The floodplain restoration work will include the following: working within the limits of the stream to restore specific areas with erosion issues, establishment & restoration of a wetland expansion area along the south side of the creek, addition of in-stream structures such as Rock Vanes and Root Wads due to stream dynamics, erosion and stormwater input control such as rip rap and energy dissipation step pools, and to establish a natural stream pattern and width to discourage erosion. Native landscape plantings, sodding, and seeding will be used at all disturbed areas to supplement natural recruitment.

Proposed construction would include the excavation of the existing soils to construct a lake with a surface area of approximately 3.0 acres equipped with control structure and discharge pipe. The discharge pipe from the pond will discharge into the wetland restoration area and then into Jones Creek. The control structure (orifice and weir), pipe and mitered end section need to be constructed with the excavation of the pond to control the discharge and stage of the pond so it will not overtop and cause any erosion, flooding, etc. This size facility could then be readily converted to a stormwater management facility, in the future, to provide treatment and limited attenuation of runoff from portions of Patton Drive, Luzon Heights, Carver Heights and Bel-air neighborhoods totaling approximately 45 acres which currently discharge to Jones Swamp/Creek via overland flow with limited to no treatment.

The final stormwater facility will be required to meet the design criteria of Escambia County and the regulatory requirements of the statewide Environmental Resource Permit (ERP) program. These requirements include regulations for both water quality and quantity of discharge. These rules will dictate the required size, storage capacity and outfall design of the stormwater pond. Due to the high groundwater table, this facility will be designed as a wet detention pond.

Water Quality Requirements

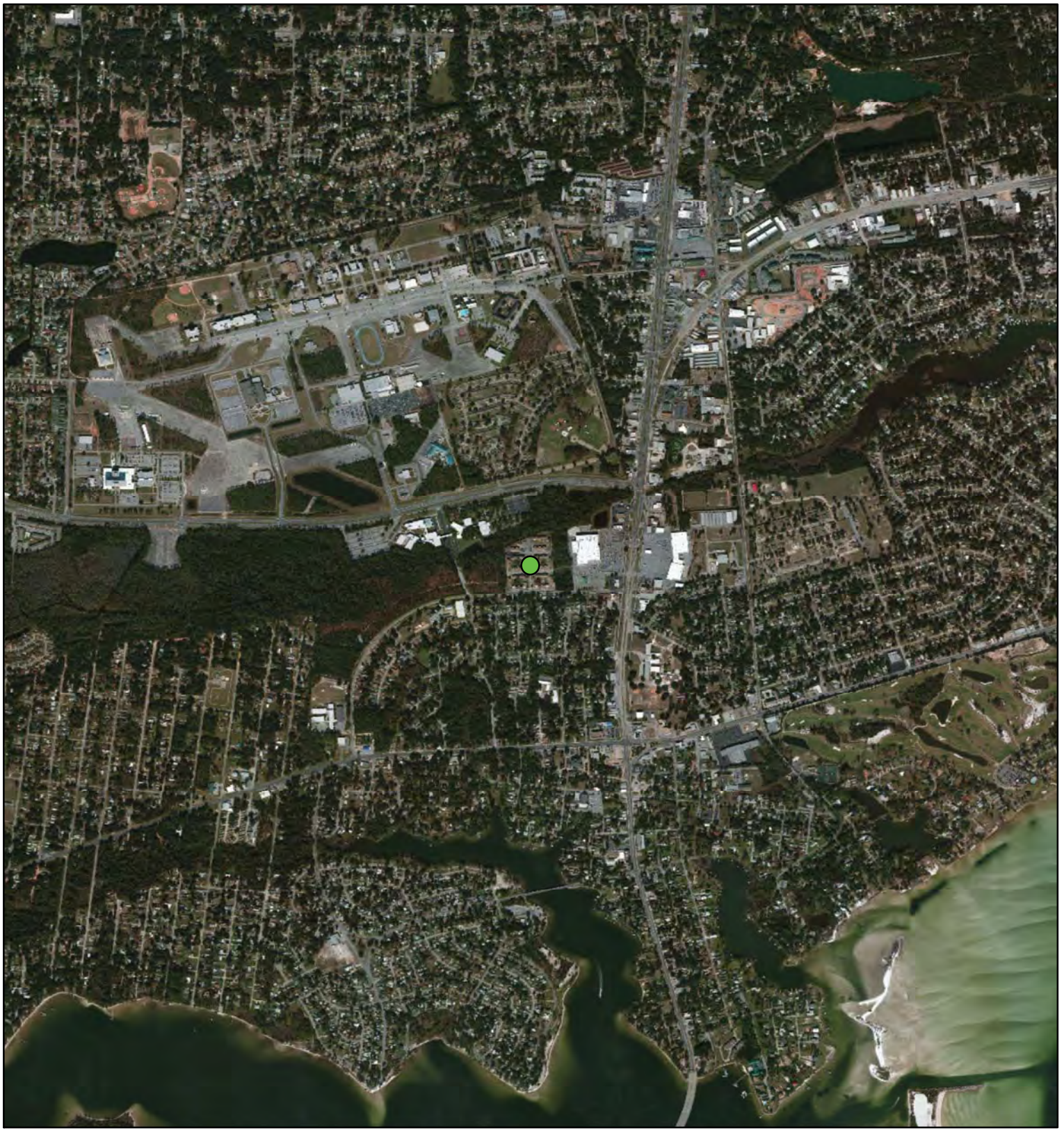
The ERP program requires that the first 1/2-inch of runoff from the contributing area be treated for off-line retention and the first 1-inch of runoff be treated for on-line retention facilities. The pond designed for this project will provide for 1-inch of runoff from the contributing basin. For wet detention facilities, the maximum stacking height for this treatment volume is 18 inches.

Water Quantity Requirements

For watersheds with positive outfalls, the criteria according to the ERP program will be to provide stormwater attenuation such that the peak discharge from the developed basin is less than the pre-developed discharge for the 25-yr, 24-hour design storm event. The base hydrograph will be the National Resources Conservation Service (NRCS) Type III, with an antecedent moisture condition II. The Jones Creek watershed by definition is a positive outfall and although these improvements do not include the addition of impervious surface, the proposed stormwater facility will provide natural detention and therefore flood reduction during storm events.

2014 Flood Mitigation Assistance Application

Forest Creek Aerial Map Series



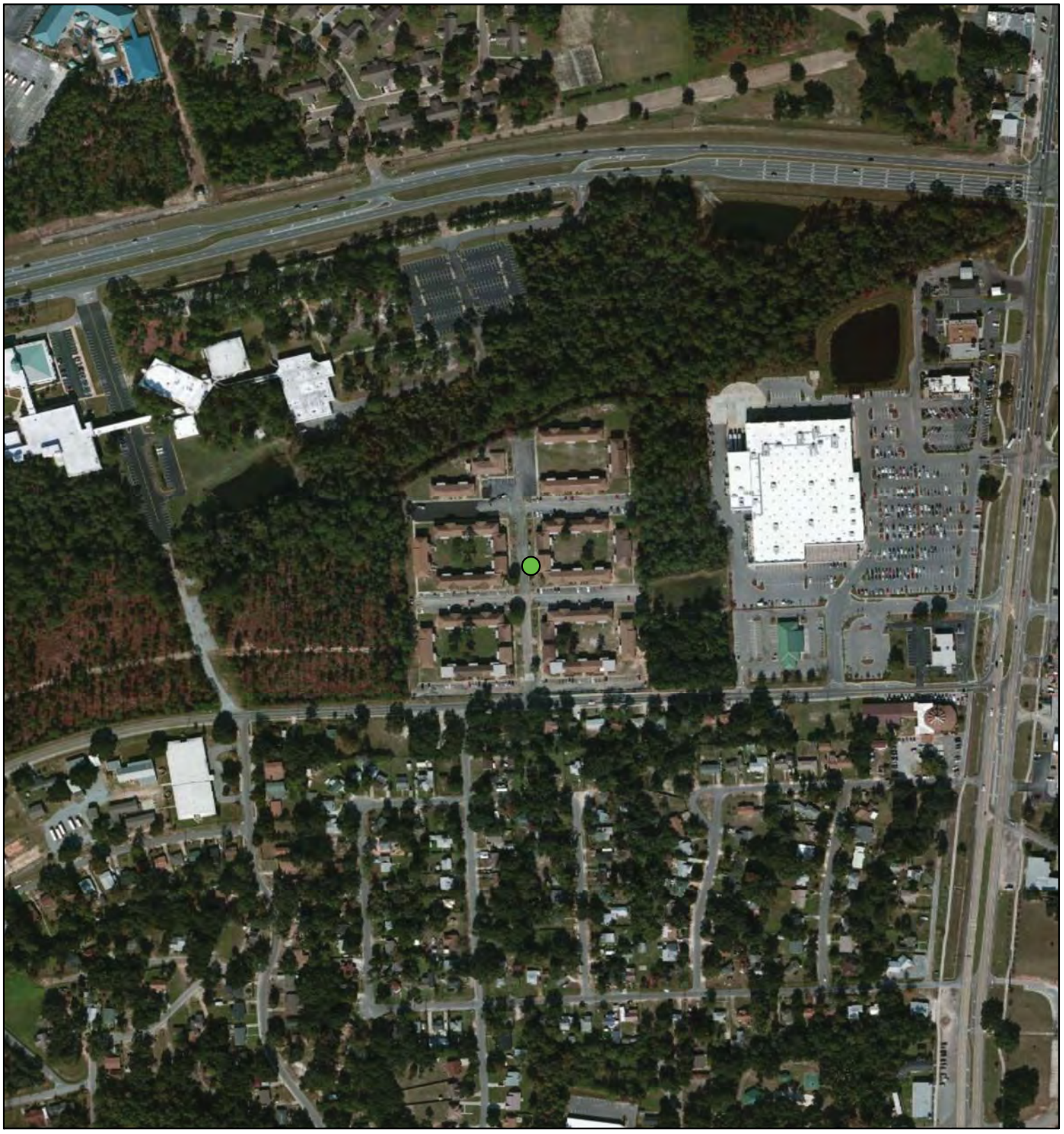
2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Aerial Map, 1:24,000 scale

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2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Aerial Map, 1:5,000 scale

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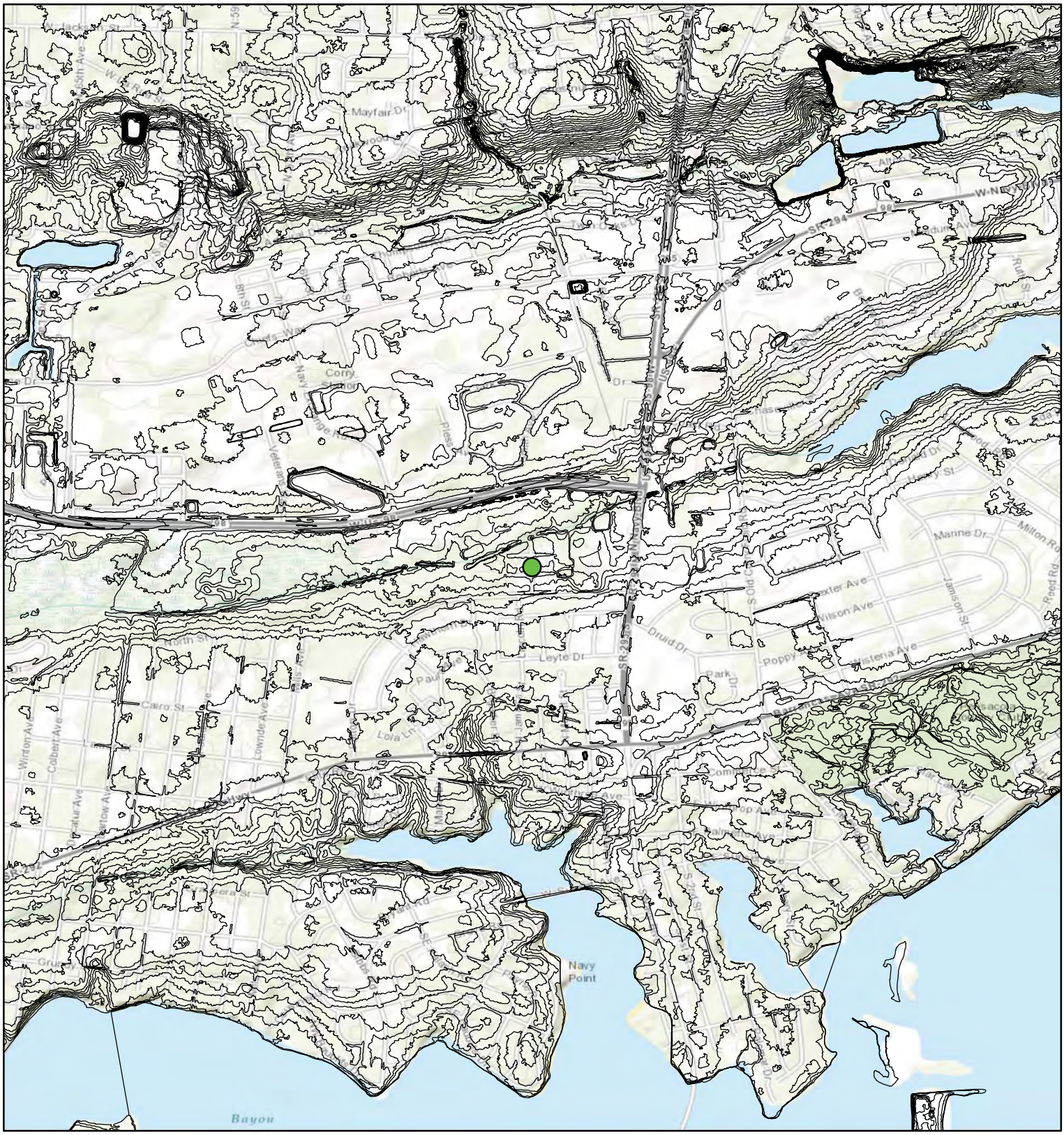
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2014 Flood Mitigation Assistance Application

Forest Creek Topographic Map Series



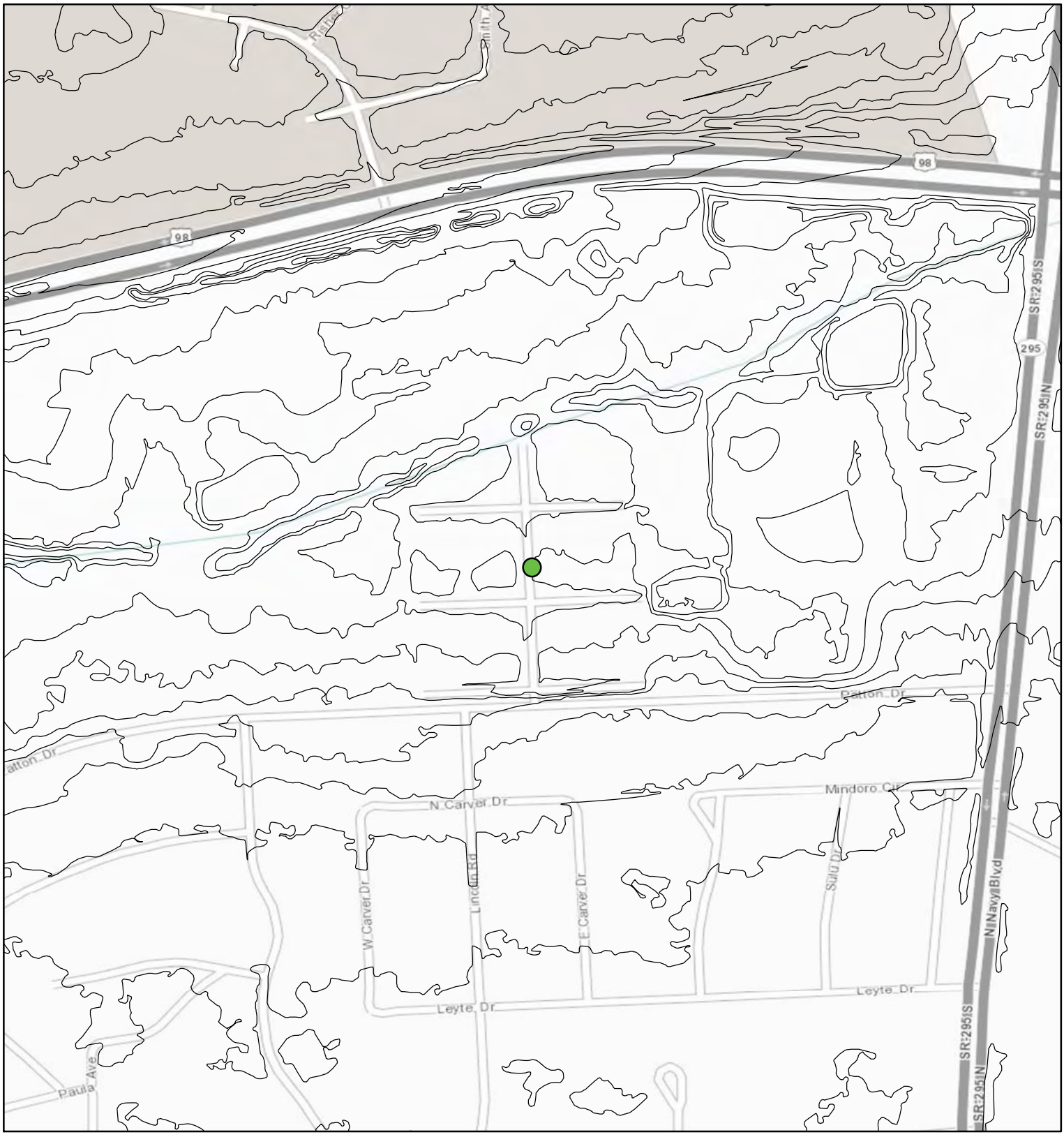
2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Topographic Map, 1:24,000 scale

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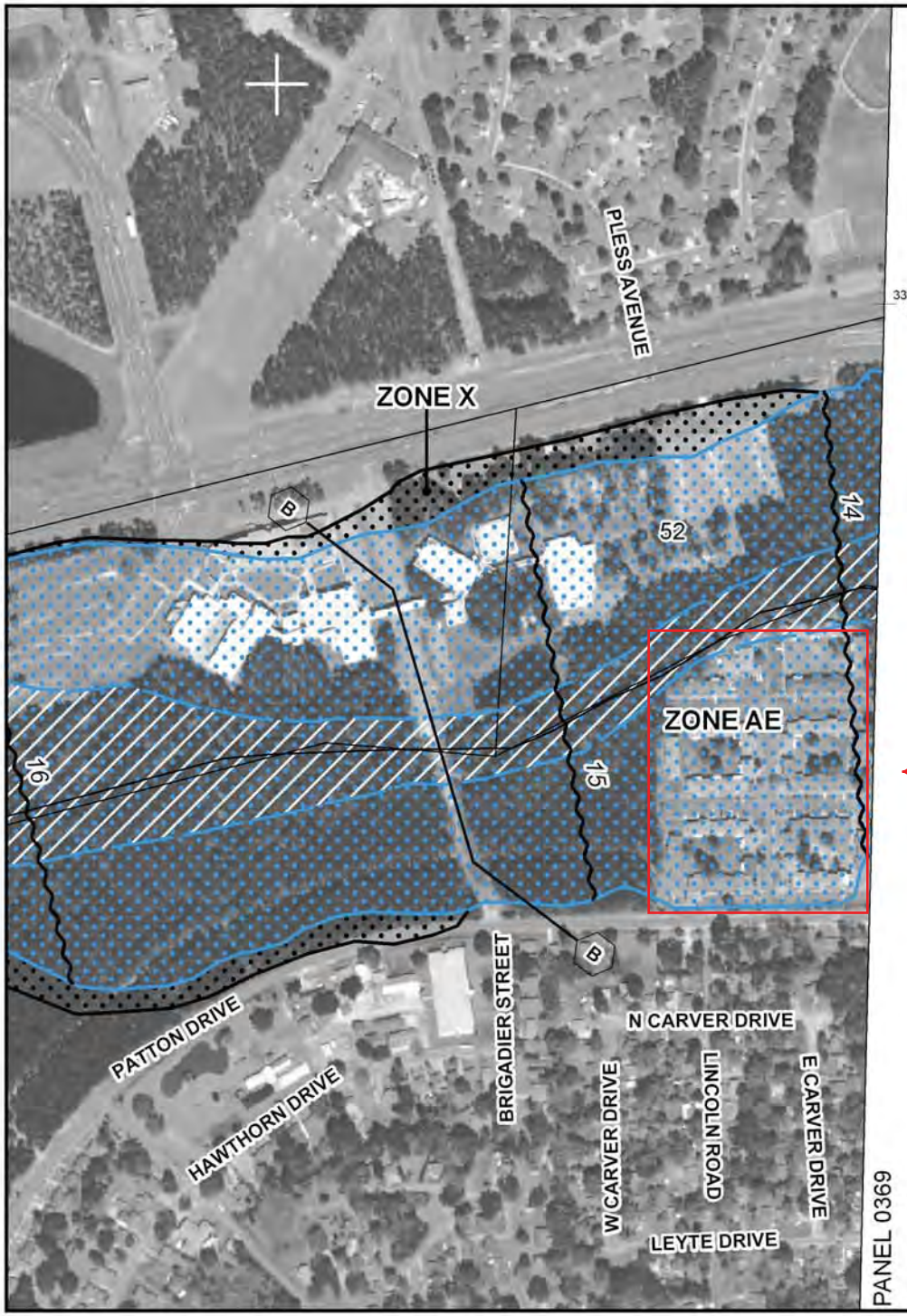
2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Topographic Map, 1:5,000 scale

Legend

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- topo2ft_pds_escambia

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0 0.045 0.09 0.18 Miles



MAP SCALE 1" = 500'

250 0 500 1000

FEET

METER

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0368G

FIRM

FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 368 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120080	0368	G

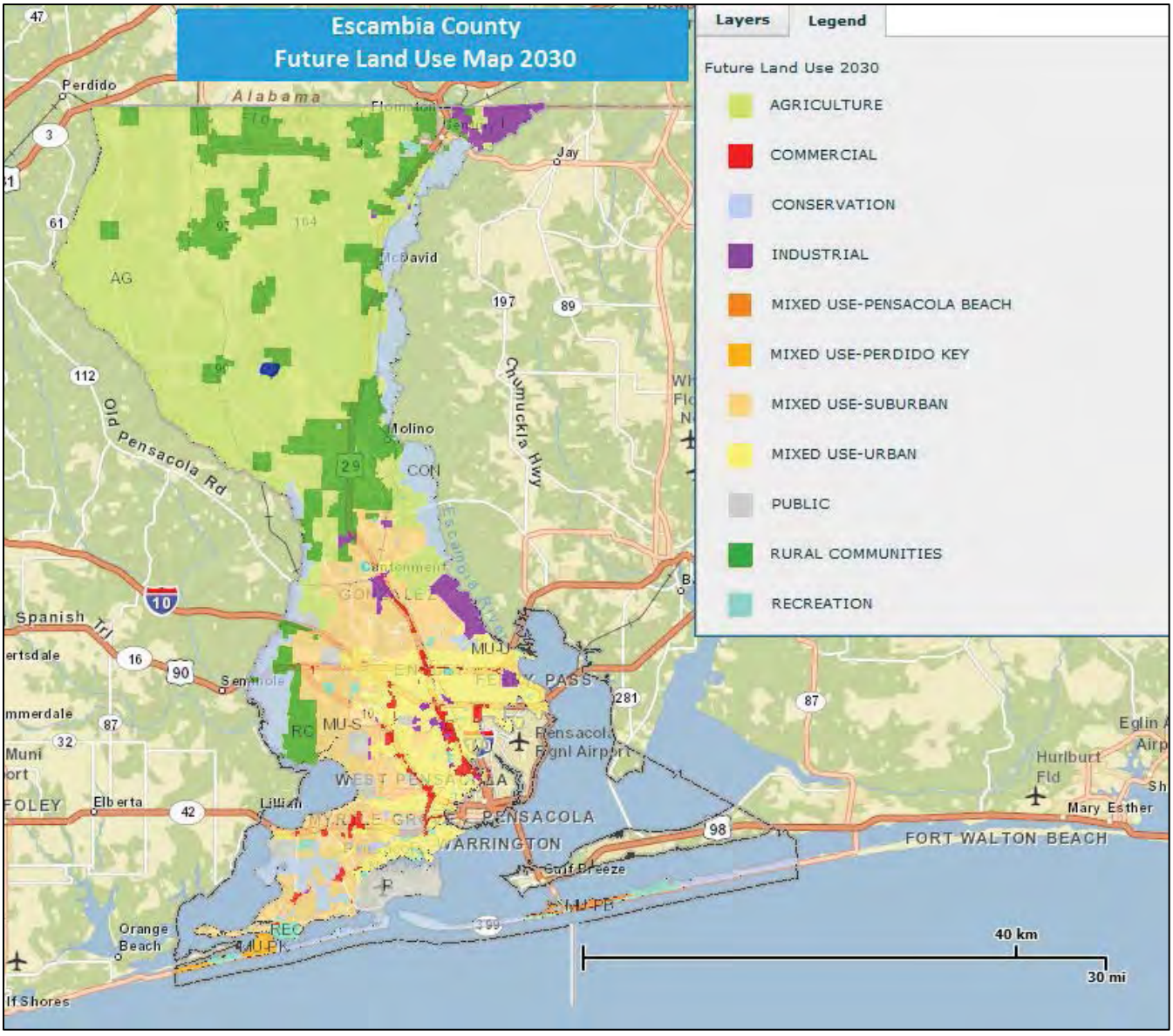
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12033C0368G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov


Escambia County
Future Land Use Map 2030
Layers
Legend
Future Land Use 2030
AGRICULTURE
COMMERCIAL
CONSERVATION
INDUSTRIAL
MIXED USE-PENSACOLA BEACH
MIXED USE-PERDIDO KEY
MIXED USE-SUBURBAN
MIXED USE-URBAN
PUBLIC
RURAL COMMUNITIES
RECREATION
Perdido
Alabama
Jay
AG
Molino
CON
Old Pensacola Rd
Chumuckla Hwy
Spanish Trl
Semmole
Elberta
FOLEY
Lillian
Orange Beach
Gulf Breeze
PENSACOLA
WARRINGTON
FORT WALTON BEACH
Hurlburt Fld
Mary Esther
Pensacola Rgnl Airport
40 km
30 mi

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	502S304590000001
Account:	080070100
Owners:	DM FOREST CREEK LLC
Mail:	5305 VILLAGE CREEK PLANO, TX 75093
Situs:	34 PATTON DR 32507
Use Code:	MULTI-FAMILY >=10
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$4,503,824
Land:	$326,040
Total:	$4,829,864
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/03/2008	6405	456	$5,300,000	WD	View Instr
05/2002	4904	1881	$2,275,000	WD	View Instr
05/2002	4904	1878	$100	WD	View Instr
01/1999	4422	133	$2,117,000	WD	View Instr
04/1984	1945	833	$4,419,700	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT NW COR OF INTER OF R/W LI OF NAVY BLVD & PATTON DR S 87 DEG 13 MIN W ALG N R/W LI OF PATTON DR...

Extra Features

ASPHALT PAVEMENT
CONCRETE WALKS
LIGHTS
METAL BUILDING

Parcel Information

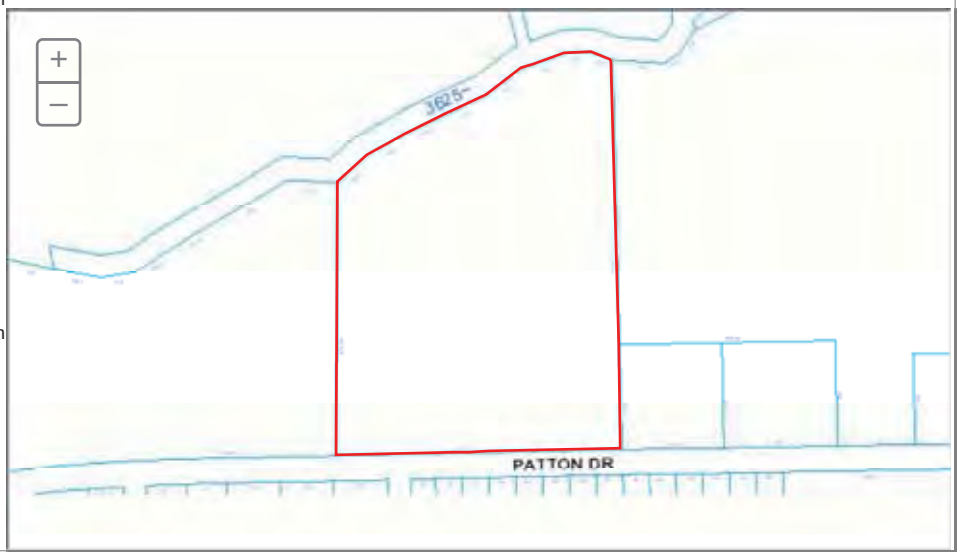
Launch Interactive Map

Section Map Id:
CA229

Approx. Acreage:
11.4400

Zoned:
C-1

Evacuation & Flood Information
Open Report

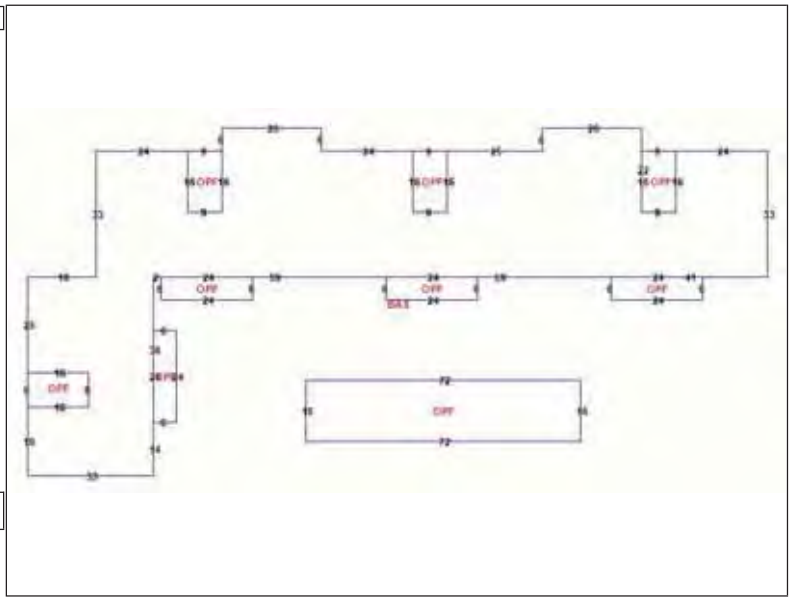


Buildings

Building 1 - Address:34 PATTON DR, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

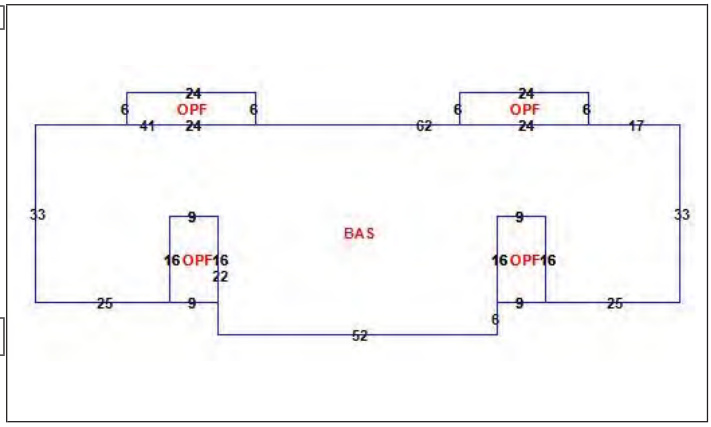
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 2 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

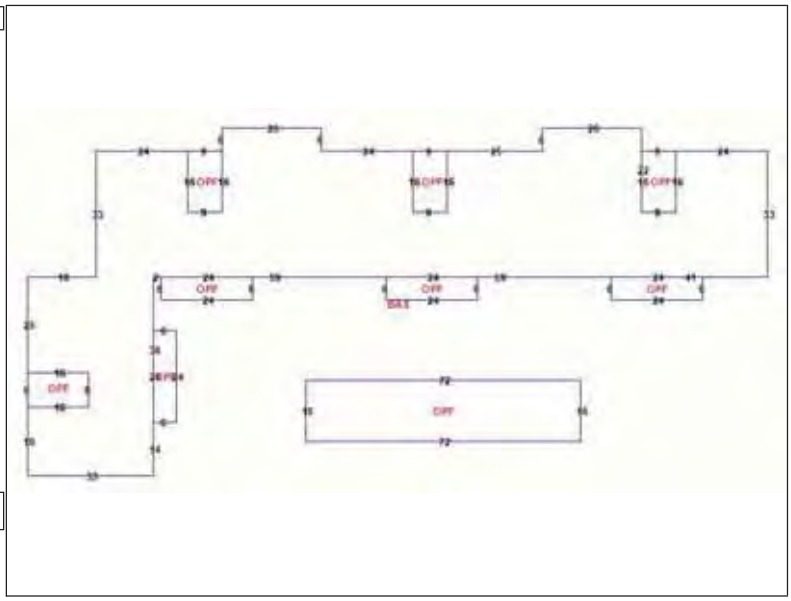
Areas - 9120 Total SF
BASE AREA - *3984*
OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*



Building 3 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

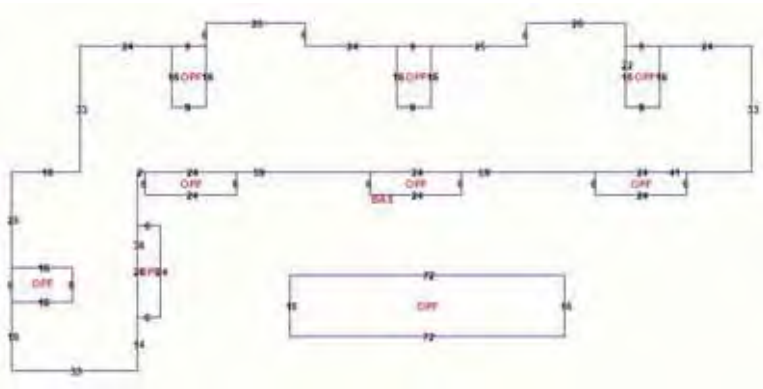
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 4 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

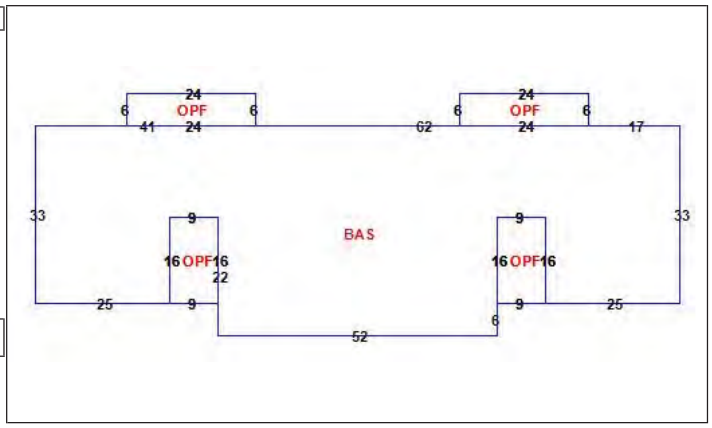
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 5 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

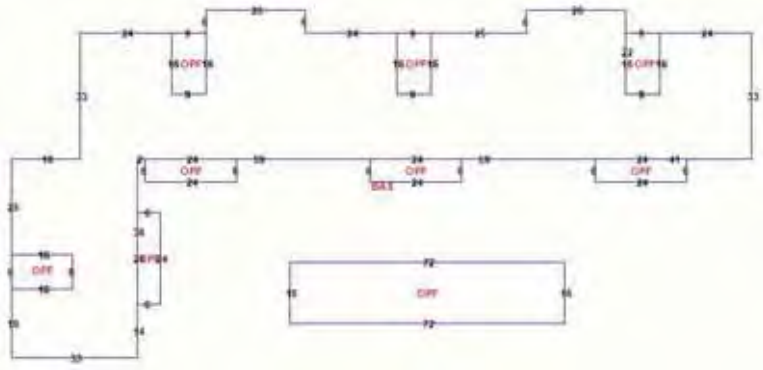
Areas - 9120 Total SF
BASE AREA - *3984*
OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*



Building 6 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*

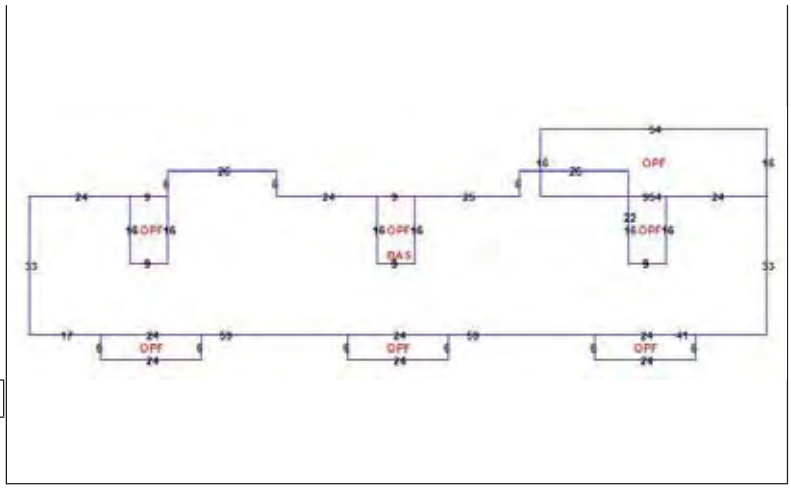


Building 7 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*12.00*
EXTERIOR WALL-*BRICK-*

FACE
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*44.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

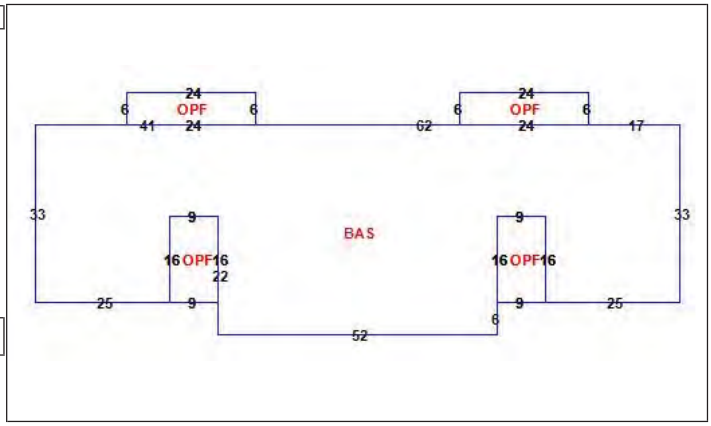
Areas - 13104 Total SF
BASE AREA - *5688*
OPEN PORCH FIN - *1728*
UPPER STORY FIN - *5688*



Building 8 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

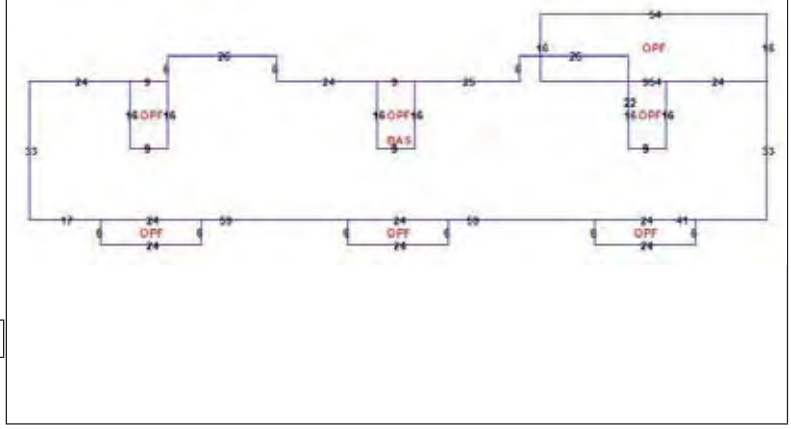
Areas - 9120 Total SF
BASE AREA - *3984*
OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*



Building 9 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*12.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*44.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 13104 Total SF
BASE AREA - *5688*
OPEN PORCH FIN - *1728*
UPPER STORY FIN - *5688*

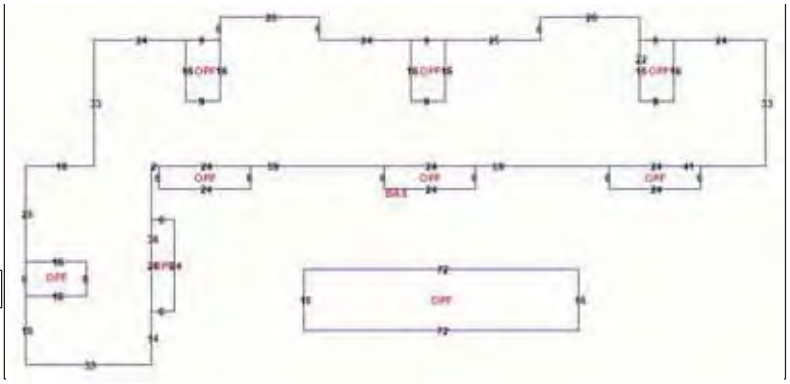


Building 10 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*

HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

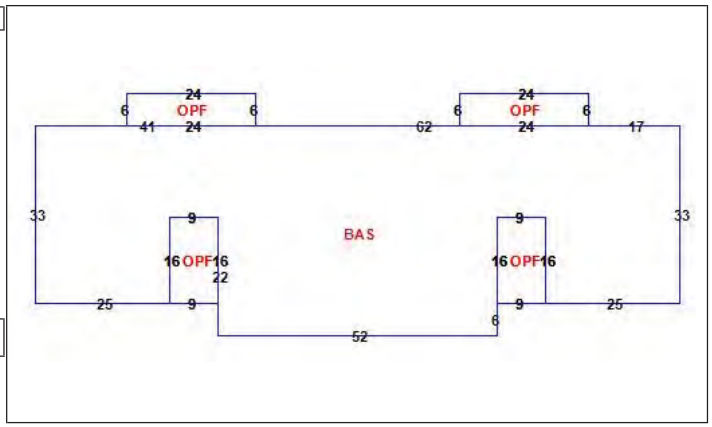
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 11 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

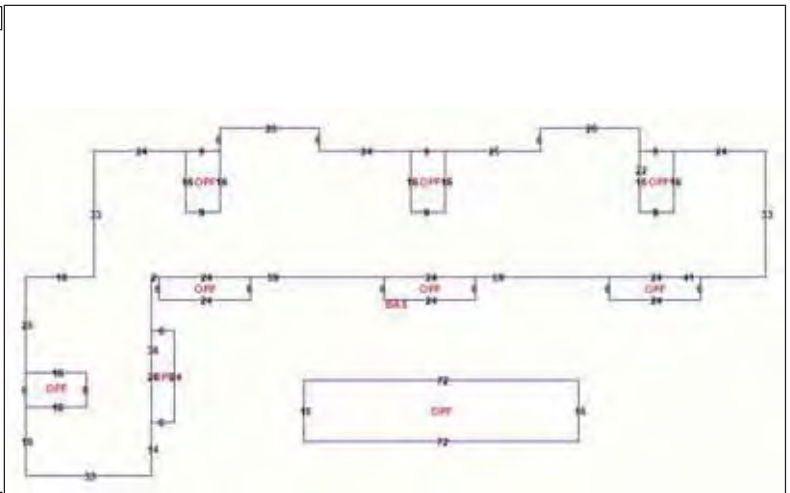
Areas - 9120 Total SF
BASE AREA - *3984*
OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*



Building 12 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*

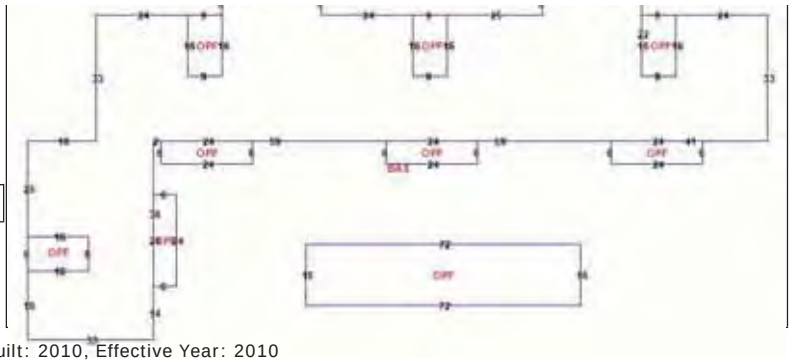


Building 13 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-

56.00
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

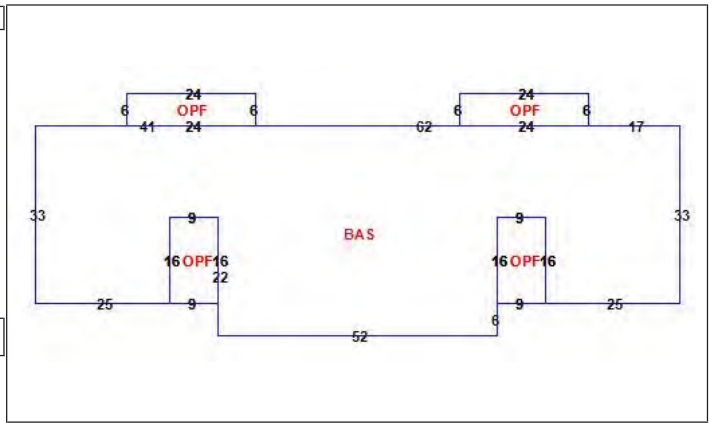
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 14 - Address:, Year Built: 2010, Effective Year: 2010

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

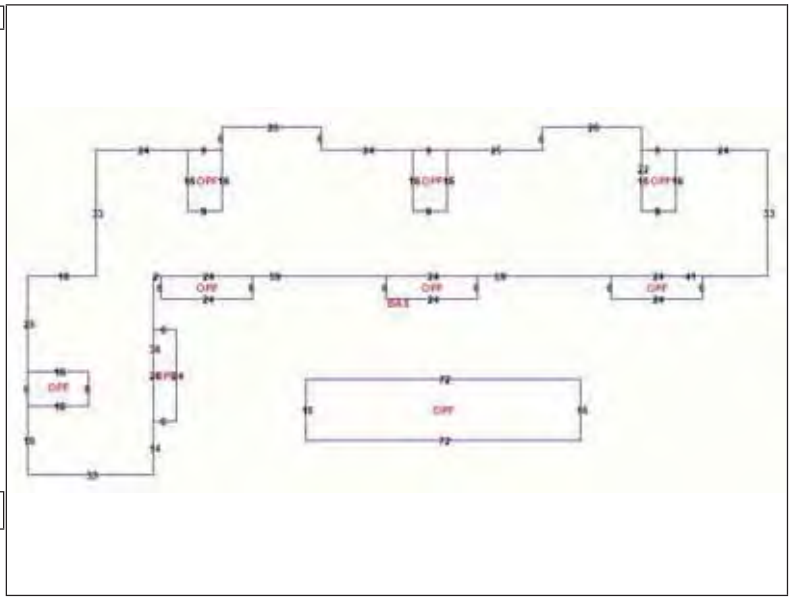
Areas - 9120 Total SF
BASE AREA - *3984*
OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*



Building 15 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*16.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*56.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

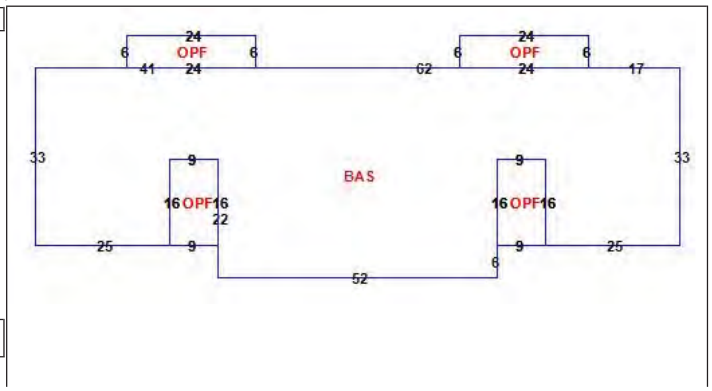
Areas - 16824 Total SF
BASE AREA - *7260*
OPEN PORCH FIN - *2304*
UPPER STORY FIN - *7260*



Building 16 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*8.00*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*CARPET*
FLOOR COVER-*VINYL/CORK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*32.00*
NO. STORIES-*2.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 9120 Total SF
BASE AREA - *3984*

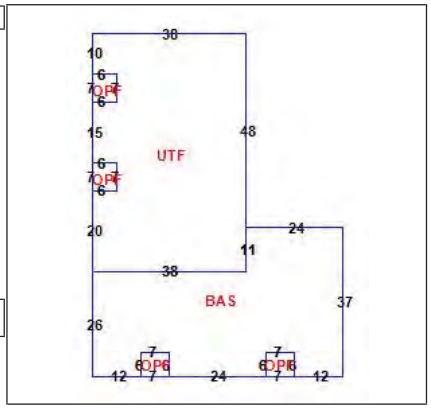


OPEN PORCH FIN - *1152*
UPPER STORY FIN - *3984*

Building 17 - Address:, Year Built: 1977, Effective Year: 1977

Structural Elements

DECOR/MILLWORK-*AVERAGE*
EXTERIOR WALL-*BRICK-FACE*
FLOOR COVER-*VINYL/CORK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6.00*
NO. STORIES-*1.00*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP COMBO*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 4118 Total SF

BASE AREA - *1792*
OPEN PORCH FIN - *168*
UTILITY FIN - *2158*

Images


2/5/09


2/5/09


2/5/09


2/5/09


12/7/09


12/7/09


12/7/09


12/17/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Jack R. Brown	**Jack R. Brown, County Administrator**
* APPLICANT ORGANIZATION	* DATE SUBMITTED
Escambia County	Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

Witnessed:
By: Judy H. Witterstaeter
Print Name: Judy H. Witterstaeter

By: Aubrey Washington
Print Name: Aubrey Washington

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 7/2/14

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants),." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT,SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

221 Palafox Place
Pensacola, Florida 32502
(Escambia County, Florida)

Check ☐ If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Model Statement of Assurances for
Property Acquisition Projects

SEND THIS STATEMENT OF ASSURANCES ATTACHED WITH THE PROJECT APPLICATION, OR SEND TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY AT THE TIME OF APPLICATION.

NOTE: If you have questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Applicant: Escambia County

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the Sub- applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;
3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
5. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
7. Will remove existing structures within 90 days of settlement;

8. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;
9. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and
10. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

Jack R. Brown, County Administrator
Type Name of Authorized Agent Title

Jack R Brown 7/11/2014
Signature Date Signed

Witnessed:
By: Angela Cearley
Print Name: Angela Cearley
By: Judy H. Witterstaeter
Print Name: Judy H. Witterstaeter

Approved as to form and legal sufficiency.
By/Title:
Date: 7-11-14

Approved as to form and legal sufficiency:

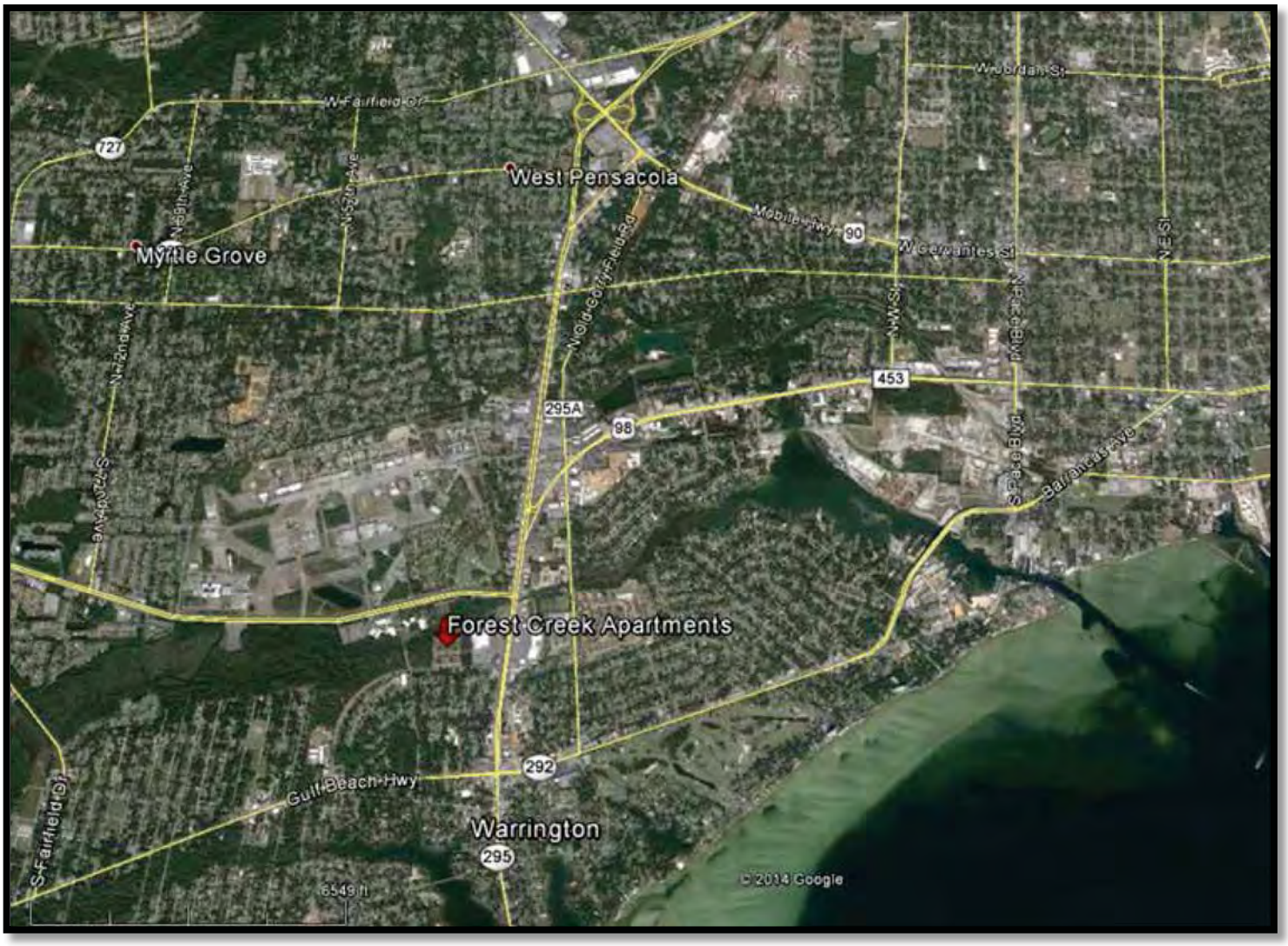
2014 Flood Mitigation Assistance Application

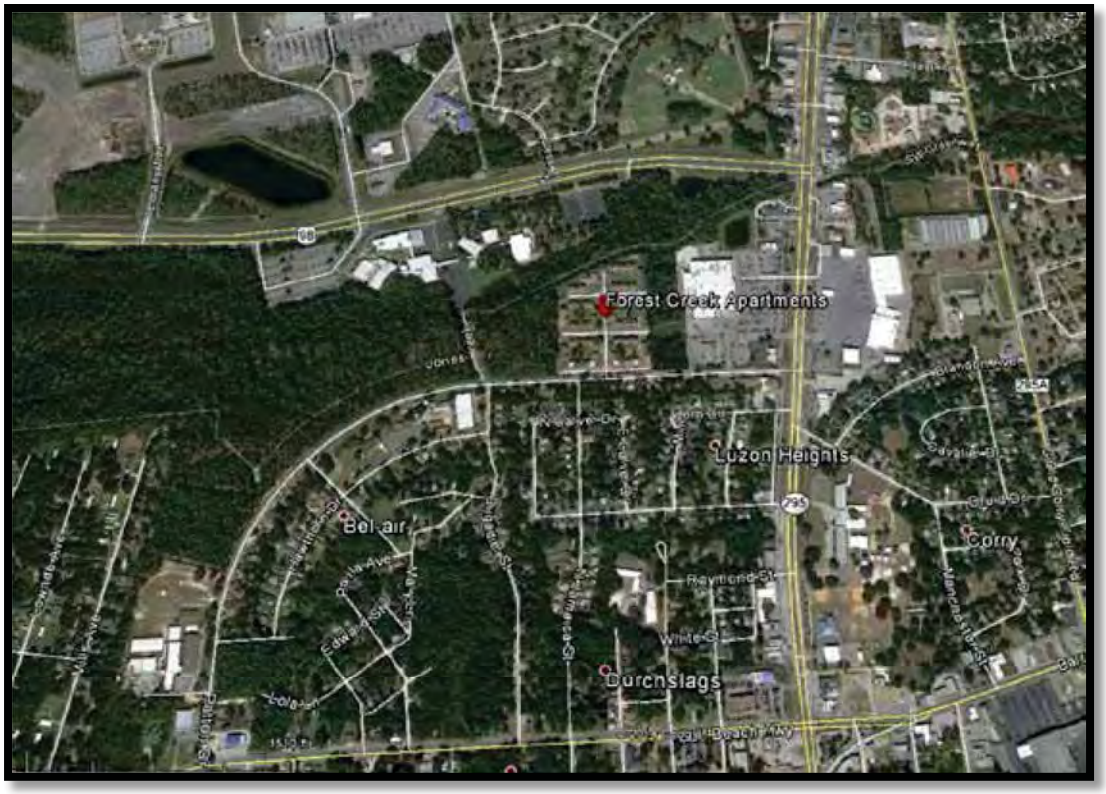
Forest Creek Apartment Complex Acquisition/Demolition Project

Forest Creek Apartment Complex

34 Patton Drive, Pensacola, Florida 32507

Context Maps




Forest Creek Apartments
Luzon Heights
Bel air
Corry
Burchslags
Jones
White St
Raymond St
Edgar St
Dolgan
Patton
Pamela Ave
Vance Blvd
Vanceboro Rd
Stevenson Ave
Davis Dr
Grady St
Wilson Ave
Edwards Ave
Lee Ave
Lenoir Ave
Pollock St
Jones St
Wayne Dr
Raleigh Rd
Glenwood Ave
Hillsborough St
Capital Blvd
Wake Forest Rd
Blue Ridge Rd
Six Forks Rd
Falls of Neuse Rd
Strickland Rd
Leesville Rd
Durant Rd
Millbrook Rd
Spring Forest Rd
Atlantic Ave
Glascock St
Poole Rd
Buck Jones Rd
Gorman St
Western Blvd
Hillsborough
Cameron Village
Oberlin Rd
Hillsborough St
Pullen Park
Dorothea Dix Park
Centennial Campus
NC State University
Meredith College
Peace College
Shaw University
Saint Augustine's University
William Peace University
Rex Hospital
WakeMed
Duke Raleigh Hospital
Crabtree Valley Mall
North Hills
Triangle Town Center
Raleigh-Durham International Airport
Research Triangle Park
Durham
Chapel Hill
Cary
Apex
Morrisville
Garner
Clayton
Wake County
Durham County
Orange County
Johnston County
Franklin County
Granville County
Person County
Caswell County
Alamance County
Guilford County
Randolph County
Chatham County
Lee County
Harnett County
Wayne County
Nash County
Edgecombe County
Halifax County
Warren County
Vance County
Wilson County
Greene County
Lenoir County
Jones County
Pamlico County
Carteret County
Craven County
Pitt County
Martin County
Bertie County
Hertford County
Gates County
Chowan County
Perquimans County
Pasquotank County
Camden County
Currituck County
Dare County
Hyde County
Tyrrell County
Washington County
Beaufort County
Pamlico Sound
Albemarle Sound
Roanoke Sound
Outer Banks
Kitty Hawk
Nags Head
Manteo
Roanoke Island
Elizabeth City
Edenton
Plymouth
Williamston
Windsor
Ahoskie
Murfreesboro
Roanoke Rapids
Weldon
Scotland Neck
Enfield
Rocky Mount
Tarboro
Greenville
Kinston
La Grange
Goldsboro
Wilson
Smithfield
Selma
Benson
Fuquay-Varina
Holly Springs
New Hill
Sanford
Lillington
Dunn
Erwin
Coats
Angier
Broadway
Pittsboro
Siler City
Bear Creek
Moncure
Cameron
Vass
Southern Pines
Aberdeen
Pinehurst
Whispering Pines
Carthage
West End
Robbins
Seagrove
Asheboro
Randleman
Liberty
Ramseur
Sophia
Archdale
Trinity
High Point
Thomasville
Lexington
Wallburg
Jamestown
Greensboro
Summerfield
Kernersville
Oak Ridge
Stokesdale
Madison
Mayodan
Eden
Reidsville
Yanceyville
Milton
Leaksville
Spray
Draper
Leaksville-Spray-Draper
Danville
Pelham
Hurdle Mills
Mebane
Graham
Burlington
Gibsonville
Elon
Haw River
Saxapahaw
Bynum
Pittsboro
Siler City
Bear Creek
Moncure
Cameron
Vass
Southern Pines
Aberdeen
Pinehurst
Whispering Pines
Carthage
West End
Robbins
Seagrove
Asheboro
Randleman
Liberty
Ramseur
Sophia
Archdale
Trinity
High Point
Thomasville
Lexington
Wallburg
Jamestown
Greensboro
Summerfield
Kernersville
Oak Ridge
Stokesdale
Madison
Mayodan
Eden
Reidsville
Yanceyville
Milton
Leaksville
Spray
Draper
Leaksville-Spray-Draper
Danville
Pelham
Hurdle Mills
Mebane
Graham
Burlington
Gibsonville
Elon
Haw River
Saxapahaw
Bynum


SR-Greenway
© 2015 Google

DM Forest Creek, LLC

July 21, 2014

Mr. Randy Wilkerson
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502

VIA ELECTRONIC MAIL

Re: Forest Creek Apartments
34 Patton Drive
Pensacola, Florida 32507

Dear Mr. McColm:

I hope this finds you well. I appreciate all that you have done to help find a permanent solution to the chronic flooding at Forest Creek Apartments in Pensacola, FL. As you know, 200 low-income families reside at Forest Creek in constant fear that the creek will once again spill its banks and ruin their homes. I believe that the proposed plan where Forest Creek is purchased and turned into a flood drainage area and the low-income housing transferred to another property is the perfect solution giving the families at Forest Creek much needed relief.

It is important for the decision makers to understand the long-term investment strategy of the ownership of Forest Creek. We purchased the asset in 2009 and soon afterwards executed a 20 Year Housing Assistance Payment Contract (HAP Contract) with HUD demonstrating the strength of our commitment to the inventory of affordable housing in Escambia County. We did so knowing that for a period of time, we would be operating in an environment where we would be receiving less than market rent for the 200 units. However, in 2015, we will be able to set our rents to market and receive the investment yields we originally anticipated.

The ownership of Forest Creek recently engaged an appraisal of the asset based on the condition just prior to the flooding event. It is my understanding that there will be another appraisal of the asset at a later date. ***It is expected that this appraisal will come in significantly higher*** than the appraisal submitted during application as the newer/higher rents will be effective in late 2015.

If you have any questions or need anything further from us, please do not hesitate to contact me.

Best,

DM FOREST CREEK, LLC
Morgan W. Cox, III – Member

CC Frank McColm
Douglas Hickok
Monica Sussman

Board of County Commissioners • Escambia County, Florida

Keith T. Wilkins, Director
Community & Environment

Randy Wilkerson, Division Manager
Neighborhood Enterprise Division

July 23, 2014

State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Mr. Anderson,

The purpose of this letter is to identify the source and amount of match for this project to satisfy the local match requirement. The non-federal cost share of $1,980,319.62 will be met through the application of BP Restore Act funding, State of Florida Clean Water Act/Stormwater Management, Local Option Sales Tax and Escambia County Community Development Block Grant (CDBG) funds which will be made available to Escambia County through the Board of County Commissioners prior to project implementation. This local match will fund portions of the demolition, stormwater mitigation and floodplains restoration improvements as submitted in the application package.

Thank you for your consideration of our application.

Sincerely,

Randy Wilkerson, Manager
Neighborhood Enterprise Division

c: Keith Wilkins, Director, Community & Environment Department

Total Benefits: **$44,578,968** Total Costs: **$19,827,454** BCR: **2.25**

Project Number: 2014 FMA Application Disaster #: N/A Program: FMA Agency: **ARCADIS-US**

State: **Florida** Point of Contact: Frank McColm Analyst: Frank McColm

Project Summary:

Project Number: 2014 FMA Application Disaster #: N/A

Program: FMA Agency: ARCADIS-US

Analyst: Frank McColm

Point of Contact: Frank McColm Phone Number: (850)895-4707

Address: 3522 Thomasville Road, Tallahassee, Florida, 32309

Email: frank.mccolm@arcadis-us.com

Comments:

Structure Summary For:

Building 1, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $443,431 Costs: $1,518,327 BCR: 0.29

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	0.29	$443,431	$1,518,327

Building 10, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $346,790 Costs: $1,518,327 BCR: 0.23

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	0.23	$346,790	$1,518,327

Total Benefits: **$44,578,968** Total Costs: **$19,827,454** BCR: **2.25**

Project Number: 2014 FMA Application Disaster #: N/A Program: FMA Agency: **ARCADIS-US**

State: **Florida** Point of Contact: Frank McColm Analyst: Frank McColm

Building 11, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $378,949 Costs: $823,713 BCR: 0.46

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	0.46	$378,949	$823,713

Building 12, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $2,214,608 Costs: $1,518,327 BCR: 1.46

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	1.46	$2,214,608	$1,518,327

Building 13, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $2,375,856 Costs: $1,518,327 BCR: 1.56

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	1.56	$2,375,856	$1,518,327

Building 14, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $16,288 Costs: $823,713 BCR: 0.02

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	0.02	$16,288	$823,713

Total Benefits: **$44,578,968** Total Costs: **$19,827,454** BCR: **2.25**

Project Number: 2014 FMA Application Disaster #: N/A Program: FMA Agency: **ARCADIS-US**

State: **Florida** Point of Contact: Frank McColm Analyst: Frank McColm

Building 15, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $6,120,477 Costs: $1,518,327 BCR: 4.03

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.03	$6,120,477	$1,518,327

Building 16, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $3,673,836 Costs: $823,713 BCR: 4.46

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.46	$3,673,836	$823,713

Building 17, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $1,683,450 Costs: $372,718 BCR: 4.52

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.52	$1,683,450	$372,718

Building 2, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $414,807 Costs: $823,713 BCR: 0.50

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	0.50	$414,807	$823,713

Total Benefits: **$44,578,968** Total Costs: **$19,827,454** BCR: **2.25**

Project Number: 2014 FMA Application Disaster #: N/A Program: FMA Agency: **ARCADIS-US**

State: **Florida** Point of Contact: Frank McColm Analyst: Frank McColm

Building 3, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $1,702,925 Costs: $1,518,327 BCR: 1.12

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	1.12	$1,702,925	$1,518,327

Building 4, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $2,297,897 Costs: $1,518,327 BCR: 1.51

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	1.51	$2,297,897	$1,518,327

Building 5, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $2,161,404 Costs: $823,713 BCR: 2.62

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	2.62	$2,161,404	$823,713

Building 6, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $6,396,793 Costs: $1,518,327 BCR: 4.21

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.21	$6,396,793	$1,518,327

Total Benefits: **$44,578,968** Total Costs: **$19,827,454** BCR: **2.25**

Project Number: 2014 FMA Application Disaster #: N/A Program: FMA Agency: **ARCADIS-US**

State: **Florida** Point of Contact: Frank McColm Analyst: Frank McColm

Building 7, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $5,490,604 Costs: $1,182,921 BCR: 4.64

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.64	$5,490,604	$1,182,921

Building 8, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $3,808,101 Costs: $823,713 BCR: 4.62

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.62	$3,808,101	$823,713

Building 9, 34 Patton Drive, Pensacola, Florida, 32507, Escambia

Structure Type: Building Historic Building: No Contact:

Benefits: $5,052,752 Costs: $1,182,921 BCR: 4.27

Mitigation	Hazard	BCR	Benefits	Costs
Acquisition	Flood	4.27	$5,052,752	$1,182,921

2014 Flood Mitigation Assistance Application

Forest Creek Apartment Complex Acquisition/Demolition Project Environmental and Historic Preservation Review

Escambia County
2014 FMA Application – Forest Creek Acquisition Project
Environmental and Historic Preservation Documents Contents

Tribal Scope of Work

Forest Creek Scope of Work / Mitigation Alternatives

Forest Creek Map Series

- Aerial Map
- Ground Disturbance Map
- Topographic Map
- Marked FIRMette

Florida State Clearinghouse Memorandum

USACE Request – Letter of No Permit Required

USACE Pensacola Sea Level Rise Information

Floodplain Manager Concurrence Letter

Escambia County ACS Demographic and Housing Estimates 2008-2012

Forest Creek, Escambia County Tribal Scope of Work

FEMA Project ID:

Subgrantee/Applicant Name: Forest Creek, Pensacola, Escambia County

Project Type: Acquisition/Demolition

Project Purpose and Need:

The proposed project would mitigate the Forest Creek Apartment Complex (Complex) which includes 17 buildings (16 multi-family and one office) located in Escambia County's Special Flood Hazard Area. The properties will be mitigated through an acquisition/demolition project. The structures were built in 1977, and have been repeatedly inundated by flood waters. This project is intended to mitigate future flood losses, and is supported by the State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy. Acquisition was chosen by the owners as their preferred project type.

Basic Site/Structure Information:

Address:

34 Patton Drive, Pensacola, Florida 32507

Latitude/Longitude:

34 Patton Drive, Building 1 (30.394144°, -87.281712°)

34 Patton Drive, Building 2 (30.394368°, -87.281319°)

34 Patton Drive, Building 3 (30.394567°, -87.281746°)

34 Patton Drive, Building 4 (30.394907°, -87.281748°)

34 Patton Drive, Building 5 (30.395139°, -87.281359°)

34 Patton Drive, Building 6 (30.395336°, -87.281779°)

34 Patton Drive, Building 7 (30.395715°, -87.281800°)

34 Patton Drive, Building 8 (30.395928°, -87.281415°)

34 Patton Drive, Building 9 (30.396110°, -87.281831°)

34 Patton Drive, Building 10 (30.394115°, -87.282622°)

34 Patton Drive, Building 11 (30.394282°, -87.283064°)

34 Patton Drive, Building 12 (30.394540°, -87.282673°)

34 Patton Drive, Building 13 (30.394879°, -87.282728°)

34 Patton Drive, Building 14 (30.395071°, -87.283112°)

34 Patton Drive, Building 15 (30.395312°, -87.282729°)

34 Patton Drive, Building 16 (30.395637°, -87.282849°)

34 Patton Drive, Building 17 (30.395863°, -87.282473°)

Area and depth of ground disturbance:
Due to the extent of impermeable surface on the site, it is most likely that the entire site will be disturbed in order to restore it to pre-construction conditions. Therefore the area values listed below represent the area of the lot.

Area:

34 Patton Drive, 11.44 acres

Depth:

6.0 ft for all structures

Structure information

Location	Build Year	Foundation Type	Major modifications or additions
34 Patton Drive (Buildings 1-17)	1977	Slab on Grade	None identified

Current and historic use of the existing structures: Single family residential homes

Site Information

- *Current and historic uses of the site:* Multi-family buildings and one office building. No known historic uses for the proposed project location.
- *Any previous ground disturbing activities:* Previous ground disturbing activities include the original construction of the structure.
- *Characteristics of the surrounding area:* Proposed project location is within a residential neighborhood located on dredge and fill finger islands.

All Proposed Project Activities

Scope of Work: The proposed property will be mitigated through an acquisition project. Escambia County proposes to mitigate the entire site located at 34 Patton Drive that includes the Complex and surrounding land. The project includes acquisition of the site, demolition of all structures and creation of a 3.0 acre water feature (lake) that can be used in the future as a stormwater retention area. Additionally, Escambia County proposes that the land be converted to open space and the balance of the property not used for the pond be used as a park for local

citizens' use. The property would serve as a floodplain compliant multi-functional stormwater retention area/park for local citizens' use. The completed work shall comply with all Federal, State and Local Rules and Regulations.

Forest Creek Apartment Floodplain Reconstruction Project Narrative
Acquisition/Demolition Scope of Work

Summary

As a Flood Mitigation Assistance Program project, the recipient, Escambia County proposes to mitigate the entire site located at 34 Patton Drive that includes the Forest Creek Apartment Complex (Complex) and surrounding land. The project includes acquisition of the site, demolition of all structures and creation of a 3.0 acre water feature (lake) that can be used in the future as a stormwater retention area. Additionally, Escambia County proposes that the land be converted to open space and the balance of the property, not used for the pond, be used as a park for local citizens' use. The property would serve as a floodplain compliant multi-functional stormwater retention area/park for local citizens' use.

Demolition and excavation activities will disturb 498,326 square feet (11.44 acres) to an approximate depth of 6 feet.

The site is entirely located in an AE flood zone. There are 17 buildings (16 multi-family and 1 office) which include a total of 200 low-income apartment units. The site frequently experiences flooding, resulting in multiple structures being classified as Repetitive Loss by FEMA. As part of this project, Escambia County will purchase the entire site including all structures and improvements from a willing, voluntary seller. All tenants will be relocated and the existing subsidies will be retained within Escambia County and transferred to housing units outside of the Special Flood Hazard Area. The relocation of existing tenants will be completed in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act. The acquired property will be deed restricted and maintained as open space in perpetuity to restore and conserve the natural functions of the floodplain as set forth in FEMA program guidance and requirements, including but not limited to, 44 CFR Part 9 and Part 80.

The State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy identify and support the acquisition of property as a preferred means to mitigate future flood related losses. All demolition activities will comply with the State of Florida and local building code requirements and specifications.

Project Location

The Complex is located between Jones Creek and the northerly right-of-way of Patton Drive approximately 1,250 feet to the west of Navy Boulevard, in Escambia County Florida. FEMA Flood Insurance Rate Maps (FIRM) 12033C0368G and 12033C0369G, revised September 29, 2006, indicate that the entire Complex, and surrounding area, lies within flood zone AE with base flood elevations (BFE's) which range between 14' and 15'.

The Complex entrance slopes down to the north, from Patton Drive, substantially over a short distance such that the Complex is situated well below the elevation of Patton Drive. The topography across the

Complex continues to drop to the north, with moderate slope, toward Jones Creek. The northerly extents of the Complex are situated immediately adjacent to the main channel of Jones Creek.

Jones Creek is the main drainage feature for a watershed of approximately 2,700 acres in Escambia County, Florida. The upland portions of the watershed are largely developed and are predominantly residential in nature. The open and undeveloped portions of the watershed are mainly comprised of hardwood, cypress, bay, and shrub swamps interspersed with pine woods and brush land. In the western and northwestern portions of the Jones Creek watershed, west of Fairfield Drive, there are wet low pinelands, cypress, and pitcher plant bogs. These connected wetland areas are situated between sandy ridges that run parallel to Jones Creek. These ridges function as recharge areas for the Sand and Gravel Aquifer, which is the area's sole source of water for domestic and public use. Jones Creek drains this watershed from west to east flowing easterly under Navy Boulevard and Old Corry Field Road prior to discharging into Bayou Chico. The more westerly extents of the Jones Swamp/Creek are relatively unconstricted. However, as the swamp/creek continues to the east, development increasingly encroaches upon the wetlands/flood plain and the main drainage channel is substantially constricted by the time it reaches the Forest Creek Complex. This constricted condition continues to the east beneath Navy Boulevard and Old Corry Field Road until reaching Bayou Chico.

Project History

The Complex was built in 1977 and since that time has been subject to repetitive flooding and loss with documented instances dating back to the early 1980's. Many of these flood event impacts included extended displacement of tenants. In more recent times, the Complex has suffered from flooding and loss during the June 2012 and April 2014 storm events. During the June 2012 storm eight (8) of the buildings suffered water damage in the ground floor units, with one of the structures being damaged to such an extent that it had to be demolished and reconstructed. This unit was built approximately 6-foot higher that the other units in the complex. During the April 2014 event, the ground floor units in all of the structures, with the exception of the reconstructed building, were inundated. While these events were both in excess of the 100 year storm event, the owner has reported that the complex experiences flooding to a lesser degree during lesser, more frequent storm events as well.

The Complex is located in a storm surge zone as identified by the Florida Division of Emergency Management and is subject to sea level rise. Per intermediate USACE estimates, projected sea level rise for Pensacola is 1.76 feet. This increases the vulnerability of this site to future flooding and storm surge impact. Completion of this project will remove all residual flood and storm surge risk for the site improvements as well as current tenants.

Mitigation Alternatives Considered

A number of options were reviewed as potential mitigation efforts to prevent the continued repetitive loss at the site. These alternatives included potential projects that increased storage within the floodplain, in areas adjacent to the Complex, either through excavation or installation of dam features upstream of the complex, as well as increasing the hydraulic capacity of the downstream crossings at Navy Boulevard and Old Corry Field Road.

Available undeveloped areas within the watershed are predominantly low lying wetlands. The shallow depth to groundwater would limit the depth available in which to develop useable storage volume. As a result, the storage volume would have to be generated by increasing the surface area of the excavations requiring immense tracts of land and significant impacts to jurisdictional wetlands. Therefore, increasing storage within the flood plain through excavation is believed to be impractical and not feasible.

The use of dams to develop storage in upstream sections of the Creek would solve the issue with depth to groundwater and significantly decrease impacts to jurisdictional wetlands. However, the use of dams in this manner could cause adverse impacts to areas surrounding Jones Swamp/Creek during storm events resulting in flooding in locations not previously subject to such conditions. Additionally, the introduction of dams to the Creek could result in detrimental hydrologic impacts to the creek/wetland systems in downstream areas. Finally, any dam would need to include features to pass the base creek flow in order to maintain a useable storage volume behind the dam. Any feature intended to perform this function would be subject to blockage and presents a maintenance challenge for the owner of the facility.

The segment of Jones Creek adjacent to and downstream of the Complex is located within an area of detailed study according the FEMA FIRM's. As shown on the FIRM, the BFE on the west side of Navy Boulevard is 14' while on the east side of the crossing the BFE is 6'. This 8' jump in BFE across Navy Boulevard provides evidence that the crossing may represent a significant hydraulic constriction in the system and likely is a contributing factor to the upstream flooding conditions. Increasing the hydraulic capacity of this crossing would reduce flood stage elevations in the upstream segments of Jones Swamp/Creek. However, this approach would result in greater flow rates and potential flooding along downstream segments of the Creek. This would require, at a minimum, the improvement of the stream channel from this crossing through the crossing at Old Corry Field Road. The existing Navy Boulevard crossing is a triple box culvert and the necessary improvements could require a significant increase in the width of the crossing at this location. This crossing in closely bordered by Highway 98 and commercial properties. Widening of the crossing would include either the acquisition of highly valuable commercial real estate or the realignment of a major intersection including a segment of a 7 lane divided highway. The costs associated with such improvements and/or acquisitions are considered prohibitive.

As described above, the alternative project designed to alleviate repetitive flooding and loss on the Complex site would be impractical, or cost prohibitive. It was determined that the preferred approach would be the acquisition and demolition of the Complex with relocation of the apartment tenants, followed by restoration of a beneficial floodplain at this site. This approach not only eliminates repetitive flooding and loss but also provides several other social and environmental benefits.

Jones Creek and Bayou Chico have a history of water quality problems. Both water bodies are included on the 303(d) list of impaired waters, and there are Total Maximum Daily Loads (TMDLs) that have been established. A Basin Management Action Plan (BMAP) was recently developed and approved by the Florida Department of Environmental Protection (FDEP) as a plan to return these water bodies to State of Florida water quality standards.

The County's acquisition of Jones Swamp is a recommendation of the Northwest Florida Water Management District (NWFWMD) Surface Water Improvement and Management (SWIM) Plan to protect this wetland and watershed area. The Jones Swamp watershed area has been identified by the NWFWMD as an important natural filter of stormwater runoff which helps improve the water quality of Bayou Chico and the Pensacola Bay System.

The restoration of a floodplain on the site of the existing Complex will eliminate an untreated point source stormwater discharge into Jones Creek in keeping with the goals of the BMAP and SWIM. Further, the restored site could include a stormwater management facility on the southerly potion of the property which could accept and treat runoff from Patton Drive prior to discharge into Jones Creek.

Proposed Mitigation Project

The project would include the acquisition of the entire property located at 34 Patton Drive (parcel ID 50-25-30-4590-000-001) and demolition of:

- 17 buildings (approximately 219,640 square feet),
- approximately 125,000 square feet of asphalt driveways and parking areas,
- approximately 5,500 linear feet of concrete header curb,
- approximately 800 linear feet of stormwater pipe, and
- an unknown amount of sanitary sewer piping and potable water piping, and lighting poles.
- Underground electrical and telecommunications cables will be terminated at the entrance to the site and removed only as required to complete construction of the project.

In addition, tenant relocation assistance and counseling will be included as part of the project and provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The floodplain restoration work will include the following: working within the limits of the stream to restore specific areas with erosion issues, establishment & restoration of a wetland expansion area along the south side of the creek, addition of in-stream structures such as Rock Vanes and Root Wads due to stream dynamics, erosion and stormwater input control such as rip rap and energy dissipation step pools, and to establish a natural stream pattern and width to discourage erosion. Native landscape plantings, sodding, and seeding will be used at all disturbed areas to supplement natural recruitment.

Proposed construction would include the excavation of the existing soils to construct a lake with a surface area of approximately 3.0 acres equipped with control structure and discharge pipe. The discharge pipe from the pond will discharge into the wetland restoration area and then into Jones Creek. The control structure (orifice and weir), pipe and mitered end section need to be constructed with the excavation of the pond to control the discharge and stage of the pond so it will not overtop and cause any erosion, flooding, etc. This size facility could then be readily converted to a stormwater management facility, in the future, to provide treatment and limited attenuation of runoff from portions of Patton Drive, Luzon Heights, Carver Heights and Bel-air neighborhoods totaling approximately 45 acres which currently discharge to Jones Swamp/Creek via overland flow with limited to no treatment.

The final stormwater facility will be required to meet the design criteria of Escambia County and the regulatory requirements of the statewide Environmental Resource Permit (ERP) program. These requirements include regulations for both water quality and quantity of discharge. These rules will dictate the required size, storage capacity and outfall design of the stormwater pond. Due to the high groundwater table, this facility will be designed as a wet detention pond.

Water Quality Requirements

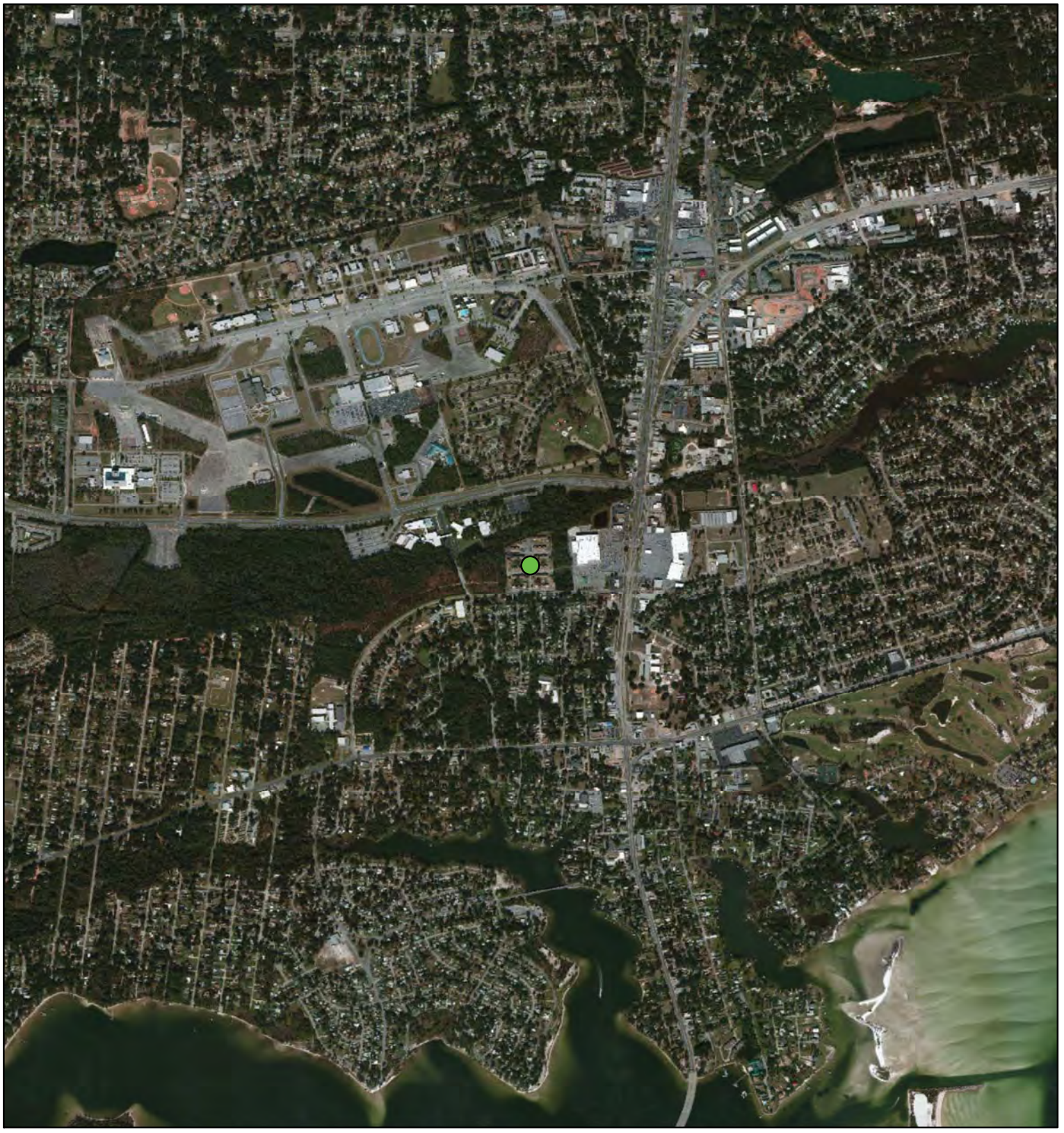
The ERP program requires that the first 1/2-inch of runoff from the contributing area be treated for off-line retention and the first 1-inch of runoff be treated for on-line retention facilities. The pond designed for this project will provide for 1-inch of runoff from the contributing basin. For wet detention facilities, the maximum stacking height for this treatment volume is 18 inches.

Water Quantity Requirements

For watersheds with positive outfalls, the criteria according to the ERP program will be to provide stormwater attenuation such that the peak discharge from the developed basin is less than the pre-developed discharge for the 25-yr, 24-hour design storm event. The base hydrograph will be the National Resources Conservation Service (NRCS) Type III, with an antecedent moisture condition II. The Jones Creek watershed by definition is a positive outfall and although these improvements do not include the addition of impervious surface, the proposed stormwater facility will provide natural detention and therefore flood reduction during storm events.

2014 Flood Mitigation Assistance Application

Forest Creek Apartment Complex Acquisition/Demolition Project Map Series



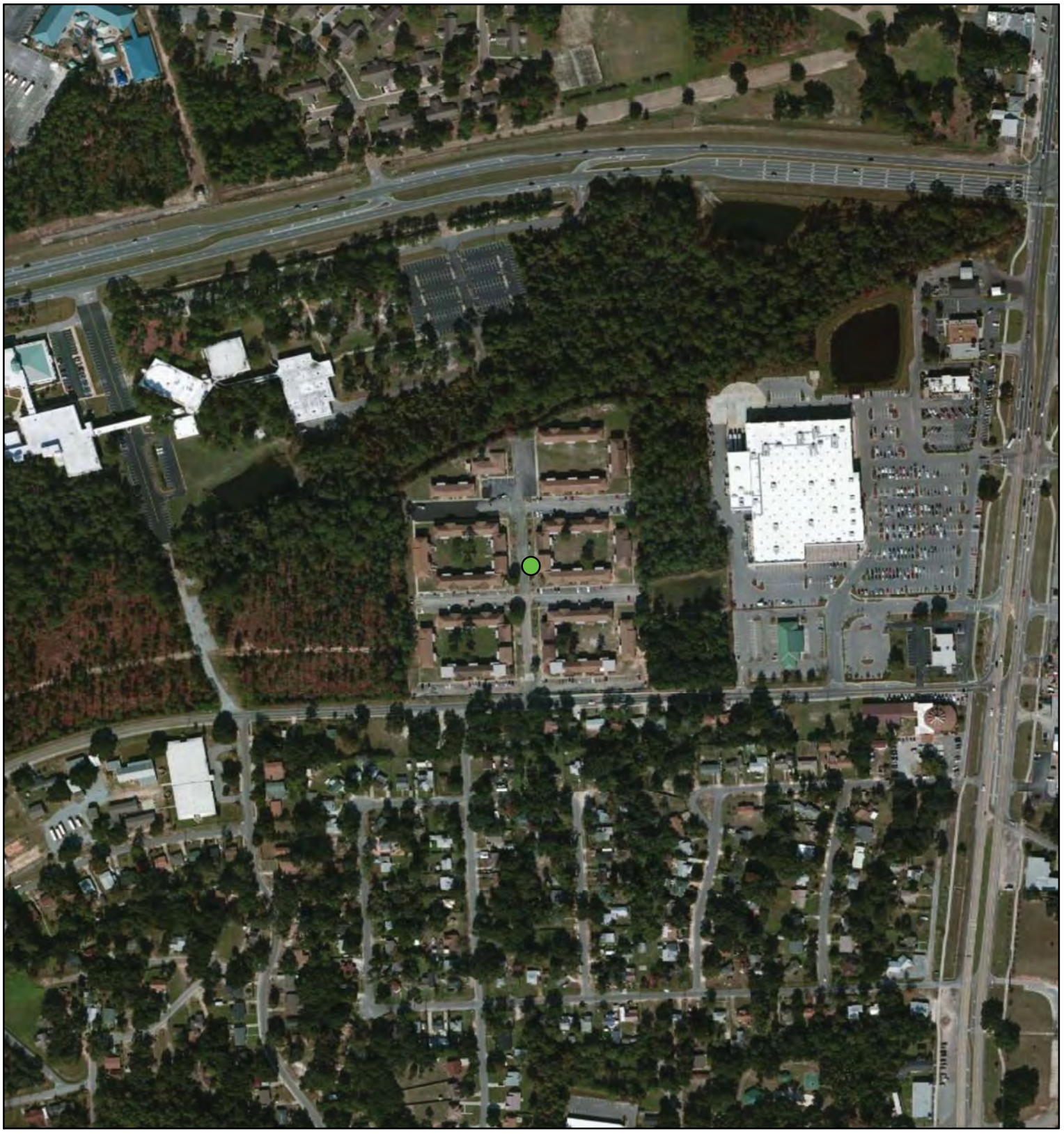
2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Aerial Map, 1:24,000 scale

Legend

Export_Output

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0 0.225 0.45 0.9 Miles



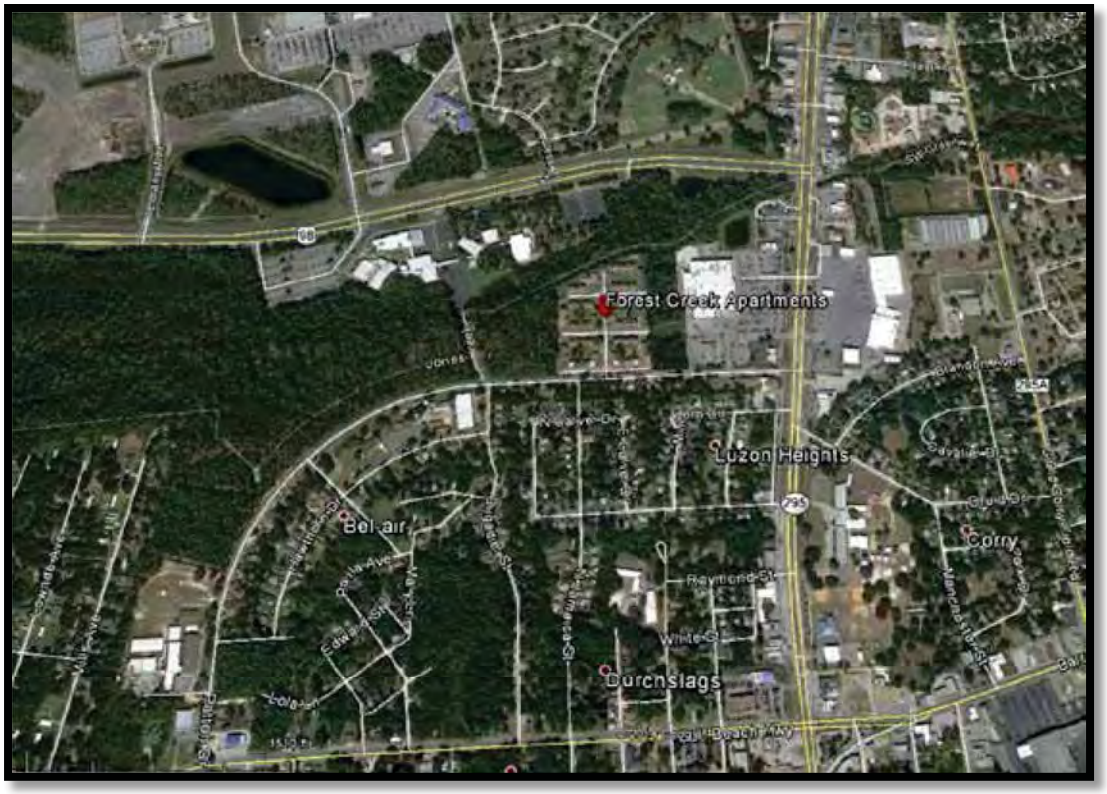
2014 Flood Mitigation Assistance Grant Program
Forest Creek Apartment Complex
Escambia County, Florida
Aerial Map, 1:24,000 scale

Legend

Export_Output

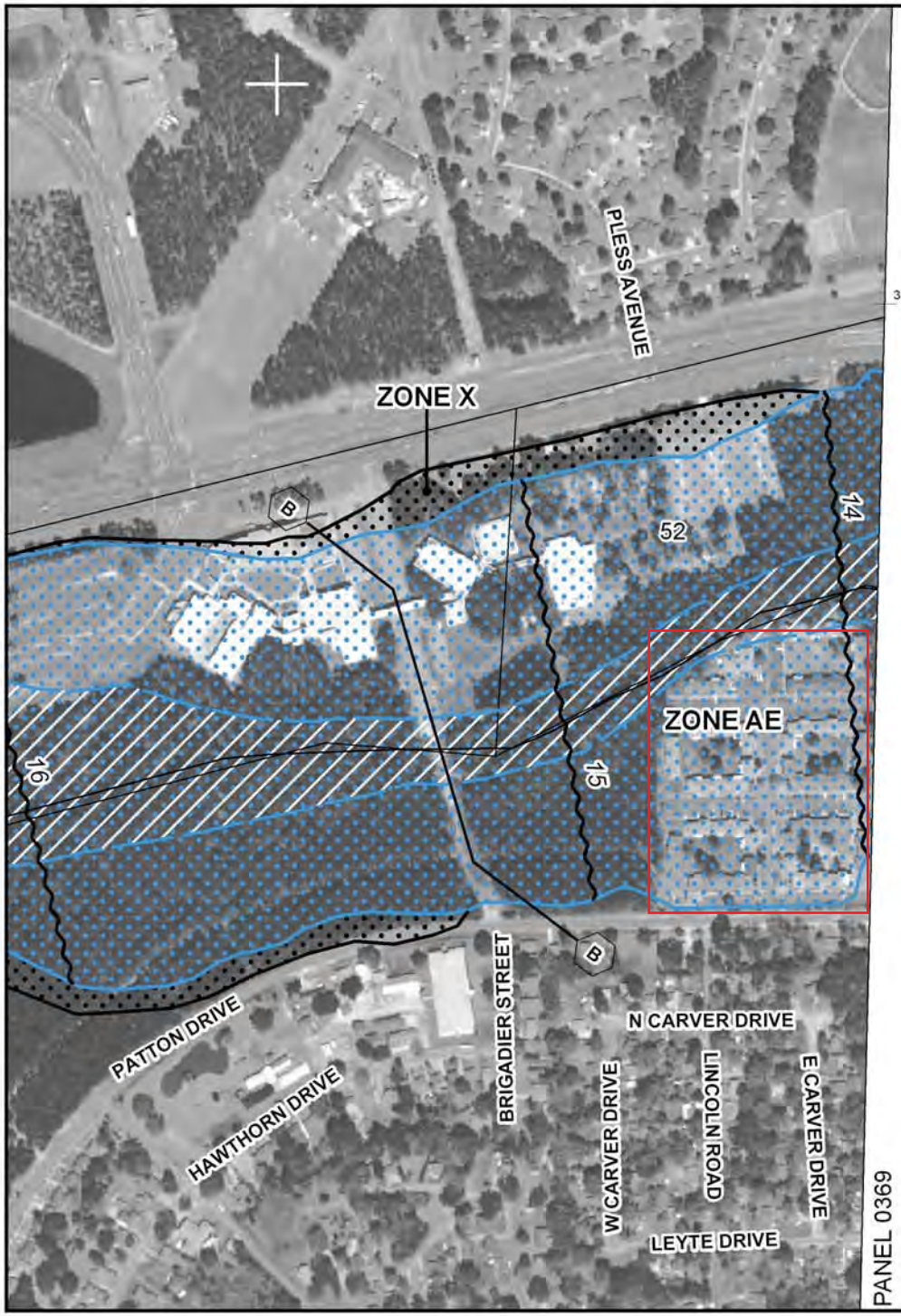
N

0 0.045 0.09 0.18 Miles





Anticipated ground disturbance: Entire site (11.40 acres and depth of 6')



$^{33}63^{000m}$N

MAP SCALE 1" = 500'

250 0 500 1000

FEET

METER

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0368G

FIRM

FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 368 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120080	0368	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12033C0368G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

2014 Flood Mitigation Assistance Application

Florida State Clearinghouse Memorandum

From:	Milligan, Lauren
To:	Thurson, Kelli
Cc:	McColm, Frank
Subject:	RE: State Clearinghouse Memo - Forest Creek Apartment Complex, Escambia County
Date:	Tuesday, July 22, 2014 10:47:07 AM

Hi Kelli:

RE: Federal Emergency Management Agency – Flood Mitigation Assistance Grant – Escambia County, Forest Creek Apartment Complex Acquisition/Demolition Project – Pensacola, Escambia County, Florida.
SAI # FL201407216956C
Clearinghouse Letter Due: 9/19/2014

Since this proposal involves some fairly substantial demolition and stormwater facility construction activities, I am sending it around for review to a few agencies. I checked the DEP and Northwest Florida Water Management District websites and it did not appear to have been permitted yet. We'll get a response back to you within a couple months.

Lauren

Lauren P. Milligan, Coordinator
Florida State Clearinghouse
Florida Department of Environmental Protection
3900 Commonwealth Blvd, M.S. 47
Tallahassee, FL 32399-3000
ph. (850) 245-2170
fax (850) 245-2190
Lauren.Milligan@dep.state.fl.us

From: Thurson, Kelli [mailto:Kelli.Thurson@arcadis-us.com]
Sent: Monday, July 21, 2014 2:50 PM
To: Milligan, Lauren
Cc: McColm, Frank
Subject: State Clearinghouse Memo - Forest Creek Apartment Complex, Escambia County

Hi Lauren,

Please review the attachment for a State Clearinghouse Coordination Memorandum to mitigate an apartment complex in Escambia County against flood hazards. The Complex is located on Jones Swamp and has flooded repetitive times.

Thanks,

Kelli Thurson | Planner | Kelli.Thurson@arcadis-us.com
ARCADIS U.S., Inc. | 3522 Thomasville Road, 2nd Floor | Tallahassee, FL 32309
T: 850.895.4714 | M: 904.307.5163
www.arcadis-us.com

ARCADIS, Imagine the result
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STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

TO: Laura Milligan, Environmental Manager
Clearinghouse Coordinator

FROM: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

DATE: July 21, 2014
RE: Flood Mitigation Assistance Grant Application from the Escambia County, Florida

In accordance with Presidential Executive Order 12372, Gubernatorial Executive Order 95-359, the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended, and the National Environmental Policy Act, 42 U.S.C. §§ 4321, 4331-4335, 4341-4347, as amended; please find enclosed a Federal Emergency Management Agency Flood Mitigation Assistance Grant Program (CFDA 97.029, Disaster Assistance) project for State Clearinghouse environmental review. The grant application contains a written narrative of the proposed project and maps of the project area. The area affected by this project is located at 34 Patton Drive, Pensacola, Escambia County, Florida.

The distribution of the estimated project costs[1] is as follows:
Total Estimated Project Costs: $ **21,000,000**

We request that this application be submitted at a minimum to the following agencies: NWFWMD, FDOT, FDEP, FFWCC and SHPO. Once the Clearinghouse review is completed, please forward copies of any documentation obtained from the various applicable regulatory agencies to me. If you should have questions regarding this project please contact Frank McColm by phone at (850) 895-4707, or through e-mail at frank.mccolm@arcadis-us.com.

Thank you.

Following are a series of attachments to better describe the project.

- Attachment A: Forest Creek Acquisition/Demolition Project Description
- Attachment B: Forest Creek Structure Information Tables
- Attachment C: Forest Creek Location Map
- Attachment D: Escambia County Flood Insurance Rate Map

[1]The costs presented below do not include a formal certified property appraisal, a major contributor to costs, as one was unavailable at the time of the submittal of the State Clearinghouse letter. These presented costs include an opinion of property acquisition cost based upon best available data.

- Attachment E: Forest Creek Topographic Map
- Attachment F: Forest Creek U.S. Fish and Wildlife Wetlands Inventory Map

Attachment A: Forest Creek Acquisition/Demolition Project Description

The Forest Creek Apartment Complex (Complex) was built in 1977 in the Jones Creek floodplain,and since that time has been subject to repetitive flooding and loss with documented instances dating back to the early 1980s. Many of these flood event impacts resulted in the extended displacement of tenants. In more recent times, the Complex has suffered from flooding and loss during the June 2012 and April 2014 storm events. During the June 2012 storm eight (8) of the buildings suffered water damage in the ground floor units, with one of the structures being damaged to such an extent that it had to be demolished and reconstructed. The unit was re-built approximately 6feet higher that other units in the complex. During the April 2014 event, the ground floor units in all of the structures, with the exception of the elevated building, were inundated. While these events were both in excess of the 100 year storm event, the owner has reported that the complex experiences flooding to a lesser degree during smaller, more frequent storm events as well.

As a Flood Mitigation Assistance Program project, the applicant, Escambia County proposes to mitigate the entire site located at 34 Patton Drive that includes the Complex and surrounding land. The project includes acquisition of the site, demolition of all structures and creation of a 3.0 acre water feature (lake) that can be used in the future as a stormwater retention area. Additionally, Escambia County proposes that the land be converted to open space and the balance of the property not used for the pond be used as a park for local citizens' use. The property would serve as a floodplain compliant multi-functional stormwater retention area/park for local citizens' use.

Demolition and excavation activities will disturb 498,326 square feet (11.44 acres) to an approximate depth of 6 feet.

The site is entirely located in an AE flood zone. There are 17 buildings (16 multi-family and 1 office) which include a total of 200 low-income apartment units. As demonstrated above, the site frequently experiences flooding, resulting in multiple structures being classified as Repetitive Loss by FEMA. As part of this project, Escambia County proposes to purchase the entire site including all structures and improvements from a willing and voluntary seller. All tenants will be relocated and the existing subsidies will be retained within Escambia County and transferred to housing units outside of the Special Flood Hazard Area. The relocation of existing tenants will be completed in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act. The acquired property will be deed restricted and maintained as open space in perpetuity to restore and conserve the natural functions of the floodplain as set forth in FEMA program guidance and requirements, including but not limited to, 44 CFR Part 9 and Part 80.

The State of Florida Enhanced Hazard Mitigation Plan and Escambia County's Local Mitigation Strategy identify and support the acquisition of property as a preferred means to mitigate future

flood related losses. All demolition activities will comply with the State of Florida and local building code requirements and specifications.

The Complex is not located seaward of the CCCL, however it is located in a storm surge zone as identified by the Florida Division of Emergency Management and is subject to sea level rise. Per intermediate USACE estimates, projected sea level rise for Pensacola is 1.76 feet. This increases the vulnerability of this site to future flooding and storm surge impact. Completion of this project will remove all residual flood and storm surge risk for the site improvements as well as current tenants.

Forest Creek Apartment Acquisition/Demolition Project Scope of Work

The project would include the acquisition of the entire property located at 34 Patton Drive (parcel ID 50-25-30-4590-000-001) and demolition of:

- 17 buildings (approximately 219,640 square feet total),
- approximately 125,000 square feet of asphalt driveways and parking areas,
- approximately 5,500 linear feet of concrete header curb,
- approximately 800 linear feet of stormwater pipe, and
- an unknown amount of sanitary sewer piping and potable water piping, and lighting poles.
- Underground electrical and telecommunications cables will be terminated at the entrance to the site and removed only as required to complete construction of the project.

In addition, tenant relocation assistance and counseling will be included as part of the project and provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The floodplain restoration work will include the following: working within the limits of Jones Creek to restore specific areas with erosion issues, establishment & restoration of a wetland expansion area along the south side of the creek, addition of in-stream structures such as Rock Vanes and Root Wads due to stream dynamics, erosion and stormwater input control such as rip rap and energy dissipation step pools, and to establish a natural stream pattern and width to discourage erosion. Native landscape plantings, sodding, and seeding will be used at all disturbed areas to supplement natural recruitment.

Proposed construction would include the excavation of the existing soils to construct a lake with a surface area of approximately 3.0 acres equipped with control structure and discharge pipe. The discharge pipe from the pond will discharge into the wetland restoration area and then into Jones Creek. The control structure (orifice and weir), pipe and mitered end section need to be constructed with the excavation of the pond to control the discharge and stage of the pond so it will not overtop and cause any erosion, flooding, etc. This size facility could then be readily converted to a stormwater management facility in the future to provide treatment and limited

attenuation of runoff from portions of Patton Drive, Luzon Heights, Carver Heights and Bel-air neighborhoods totaling approximately 45 acres which currently discharge to Jones Swamp/Creek via overland flow with limited to no treatment.

The final stormwater facility will be required to meet the design criteria of Escambia County and the regulatory requirements of the statewide Environmental Resource Permit (ERP) program. These requirements include regulations for both water quality and quantity of discharge. These rules will dictate the required size, storage capacity and outfall design of the stormwater pond. Due to the high groundwater table, this facility will be designed as a wet detention pond.

Water Quality Requirements

The ERP program requires that the first 1/2-inch of runoff from the contributing area be treated for off-line retention and the first 1-inch of runoff be treated for on-line retention facilities. The pond designed for this project will provide for 1-inch of runoff from the contributing basin. For wet detention facilities, the maximum stacking height for this treatment volume is 18 inches.

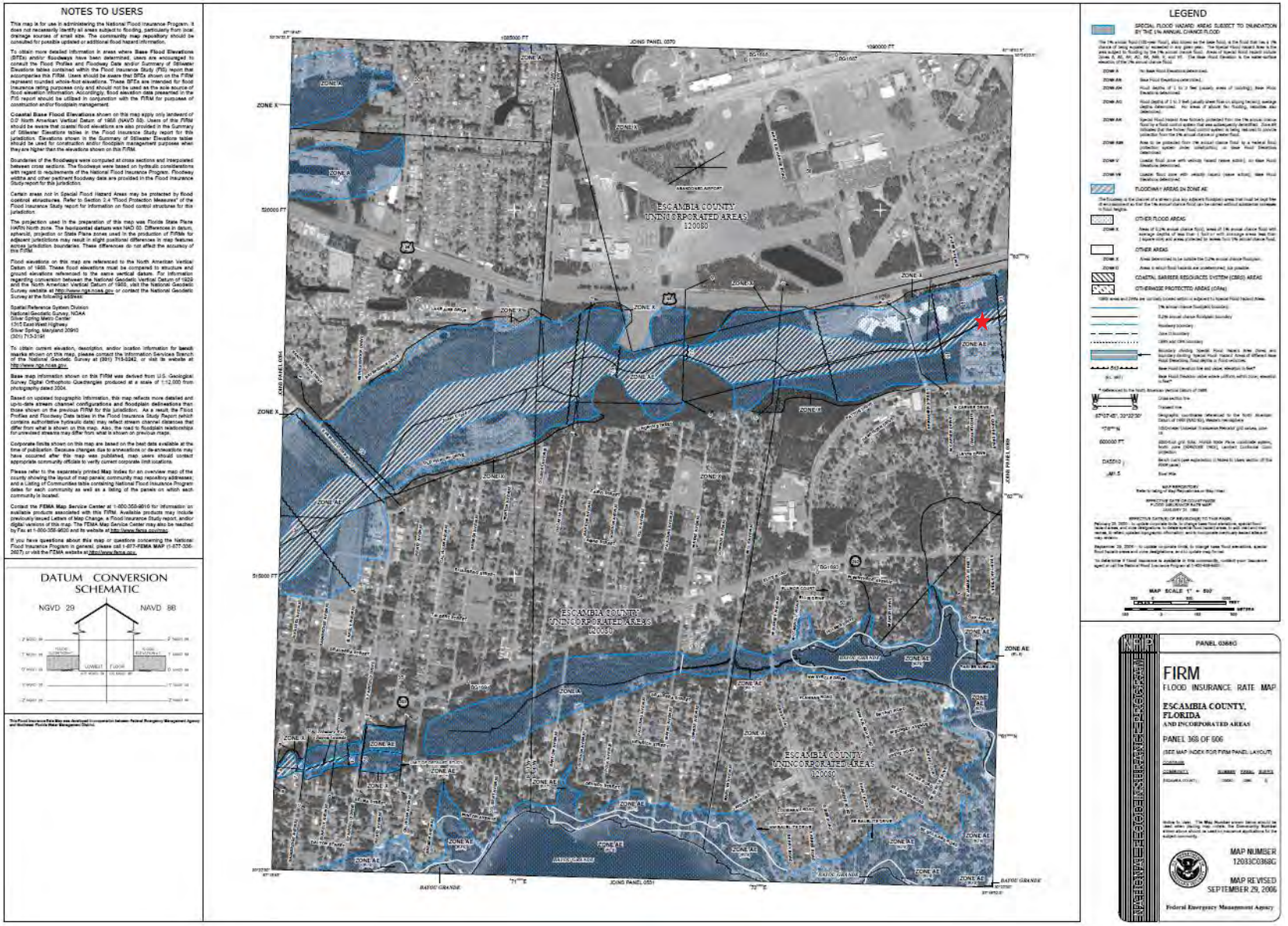
Water Quantity Requirements

For watersheds with positive outfalls, the criteria according to the ERP program will be to provide stormwater attenuation such that the peak discharge from the developed basin is less than the pre-developed discharge for the 25-yr, 24-hour design storm event. The base hydrograph will be the National Resources Conservation Service (NRCS) Type III, with an antecedent moisture condition II. The Jones Creek watershed by definition is a positive outfall and although these improvements do not include the addition of impervious surface, the proposed stormwater facility will provide natural detention and therefore flood reduction during storm events.

Attachment C: Forest Creek Apartment Complex Location Map



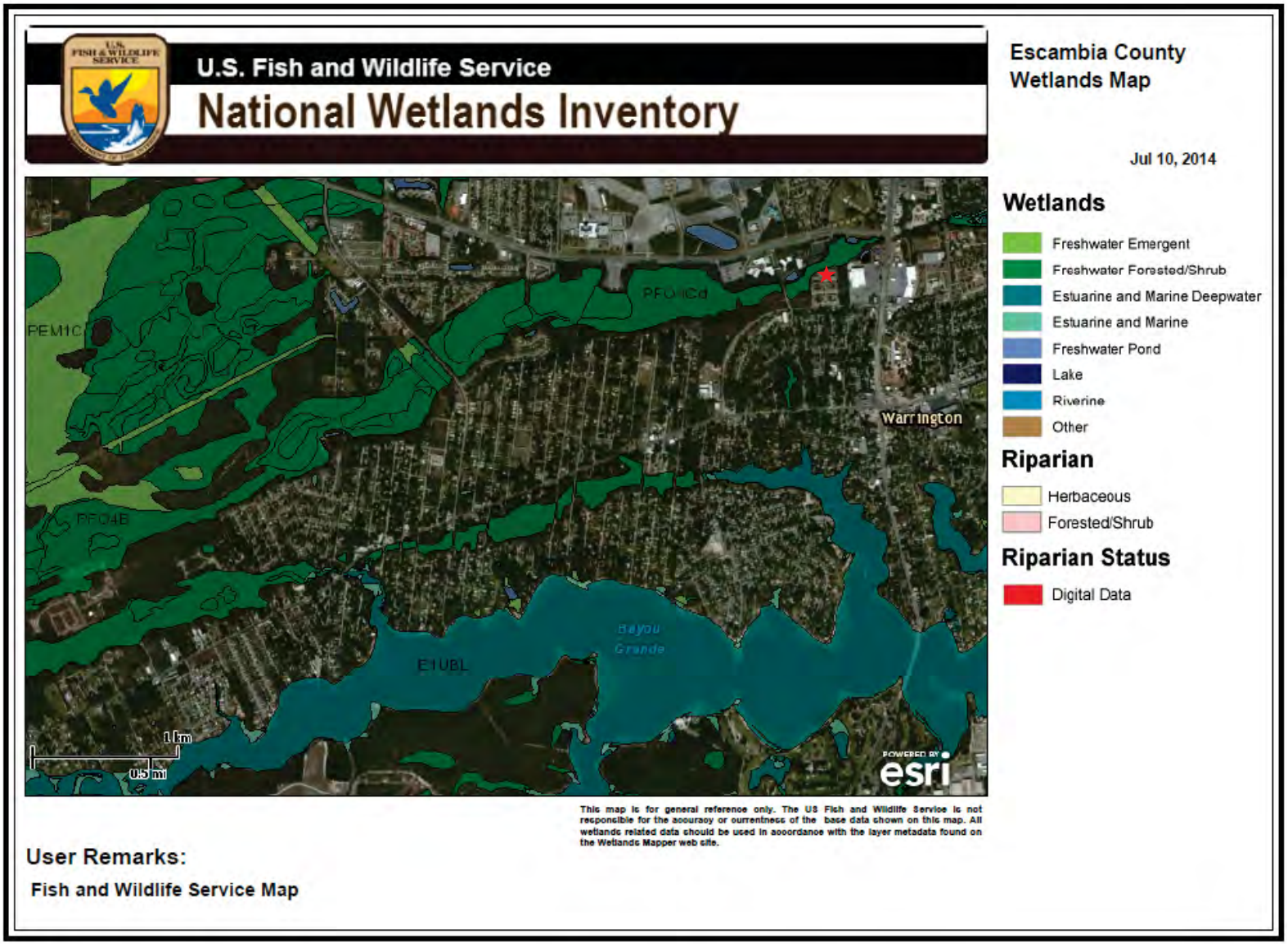
Attachment D: Escambia County Flood Insurance Rate Maps, Panel Number 121033C0368G, Zone AE



Attachment E: Forest Creek Apartment Complex Topographic Map



Attachment E: Forest Creek Apartment Complex U.S. Fish and Wildlife Wetlands Inventory Map



2014 Flood Mitigation Assistance Application

USACE Request

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

3363 West Park Place
Pensacola, Florda 32505
www.MyEscambia.com

To: US Army Corps of Engineers
Pensacola Permitting Section
41 North Jefferson Street
Suite 301
Pensacola, FL 32502

Subject:
Federal Emergency Management Agency (FEMA)
Flood Mitigation Assistance (FMA) Program
Environmental and Historic Preservation Coordination – Escambia County, FL

To Whom it May Concern:

FEMA has opened the funding application cycle for the FMA grant program for Fiscal Year 2014. This grant program provides funding to eligible entities to mitigate future flood risk. Escambia County is currently working with interested homeowners to develop mitigation applications for multiple residential structures within the Forest Creek Apartment Complex.

Due to the close proximity of a body of water, FEMA has requested USACE Regulatory Division permit or No Permit Required letter (an e-mail would also be sufficient) from the USACE.

For your use, we have provided the following attachments:

Attachment A: Forest Creek Apartment Complex Project Description and Scope of Work

Attachment B: Forest Creek Apartment Complex Proposed Project Site Information

Attachment C: Flood Insurance Rate Map (FIRM) for Forest Creek Apartment Complex

Attachment D: Topographic Map for Forest Creek Apartment Complex

Attachment E: U.S. Fish and Wildlife Wetlands Inventory Map for Forest Creek Apartment Complex

We look forward to working with you to obtain the necessary documentation needed to file complete applications with FEMA. If you should require additional information or have questions concerning the information presented herein, please do not hesitate to contact me at WRWilker@co.Escambia.Fl.us or by phone (850)595-0022, extension 3.

Sincerely,

Date:
July 21, 2014

Contact:
Randy Wilkerson
Division Manager
Neighborhood Enterprise Division
Escambia County Community and Environment Department

Phone:
850-595-0022 ext. 3

Email:
WRWilker@co.Escambia.Fl.Us

Attachment D: Topographic Map for Forest Creek Apartment Complex



PENSACOLA, ESCAMBIA COUNTY, FLORIDA

2014 Flood Mitigation Assistance Application

USACE Pensacola Sea Level Rise Information

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

December 23, 2013

MEMORANDUM FOR: Regional Administrators
Regions I-X

ATTENTION: Regional Mitigation Division Directors
Hazard Mitigation Assistance Branch Chiefs

FROM: Roy E. Wright
Deputy Associate Administrator for Mitigation

SUBJECT: Sea Level Rise and Hazard Mitigation Assistance Programs

Pursuant to the FEMA directive to integrate climate change adaptation into its programs, policies and operations, FEMA will fund cost effective hazard mitigation projects that include sea level rise estimates. The National Oceanic and Atmospheric Administration and the U.S. Army Corps of Engineers have recently released sea level rise estimates for various coastal areas. These tools will allow applicants to determine the projected sea level rise at a specific site for various time horizons.

In order to use the FEMA Benefit Cost Tool to calculate the benefit cost ratio for a mitigation project that includes sea level rise, the user should add the estimated sea level rise to the current 10-, 25-, 50-, and 100-year flood elevations for the area. In jurisdictions that have adopted a freeboard requirement, the amount of freeboard should be added to the flood elevations as well. The FEMA Benefit Cost Tool contains depth-damage curves for certain facilities and will calculate the benefits associated with mitigating to higher elevations. Attached is a list of Frequently Asked Questions on incorporating sea level rise into Hazard Mitigation Assistance projects.

If you have any questions, please contact me directly at (202) 646-3461, or Kayed Lakhia, Deputy Director, Risk Reduction Division at (202) 646-3458.

Attachment



Search

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Climate Change Adaptation

Comprehensive Evaluation of Projects with Respect to Sea-Level Change

Climate Change Adaptation Home | Coastal Risk Reduction and Resilience | Complex Systems Approach to Global Change | Comprehensive Evaluation of Projects with to Sea-Level Change | Update Drought Contingency Plans | Update Reservoir Sediment Information

Sea-Level Change Curve Calculator

EC 1165-2-212 (*pdf, 845 KB*) and its successor ER 1100-2-8162 *(pdf, 317 KB)* were developed with the assistance of coastal scientists from the NOAA National Ocean and the US Geological Survey. Their participation on the USACE team allows rapid infusion of science into engineering guidance.

EC 1165-2-212 (*pdf, 845 KB*) and its successor ER 1100-2-8162 *(pdf, 317 KB)* use the historic rate of sea-level change as the rate for the "USACE Low Curve".

The rate for the "USACE Intermediate Curve" is computed from the modified NRC Curve I considering both the most recent IPCC projections and modified NRC projecti the local rate of vertical land movement added.

The rate for the "USACE High Curve" is computed from the modified NRC Curve III considering both the most recent IPCC projections and modified NRC projections wit local rate of vertical land movement added.

The three scenarios proposed by the NRC result in global eustatic sea-level rise values, by the year 2100, of 0.5 meters, 1.0 meters, and 1.5 meters. Adjusting the equa include the historic GMSL change rate of 1.7 mm/year and the start date of 1992 (which corresponds to the midpoint of the current National Tidal Datum Epoch of 1983- instead of 1986 (the start date used by the NRC), results in updated values for the coefficients (b) being equal to 2.71E-5 for modified NRC Curve I, 7.00E-5 for modified Curve II, and 1.13E-4 for modified NRC Curve III.

The three local relative sea level change scenarios updated from EC 1165-2-212 (*pdf, 845 KB*) (and and its successor ER 1100-2-8162), Equation 2 are depicted in the the right of the table. A link to an Excel version of the calculator is below the table. The Excel version has a drop-down menu to select tide gauges. Below that is a direct the NOAA Tides and Currents web site for the selected tide gauge. The Excel version also provides graphical and tabular output in both feet and meters.

EC 1165-2-212, Equation 2: $E(t) = 0.0017t + bt^2$

This on-line Sea Level Change Calculator produces the amount of predicted sea level change from 1992 forward.

USACE SLC Coeffcients:	0.0000000	0.0000271	0.0001130
Base Year (Mid Point of NTDE):	1992		
Enter Project Start Year:	2010		
Rate of Eustatic Sea Level Rise per year in mm:	1.7		
Rate of Subsidence per year in mm:	0.330		
Select the closest NOAA gauge station to the right:	FL, Pensacola: 84 yrs		
Enter FEMA Base Flood Elevation (ft):	0	(NAVD88) - Datum Shift to MSL (ft):	-0.30
Enter Project End Year:	2100		
Enter Interval:	5		
Include NOAA Curves: NOAA Technical Report OAR CPO-1	☐		
Output Units:	● Feet ○ Meters		
Chart Size:	Height: 500	Width: 800	
Compute Curves Based on:	● EC 1165-2-212 ○ EC 1165-2-211 (superseded)		

Calculate Curves | Reset Fields

USACE Curves computed using criteria in USACE EC 1165-2-212

Gauge: 8729840, FL, Pensacola: 84 yrs All values are in feet			
Year	USACE Low	USACE Int	USACE High
2010	0.12	0.15	0.24
2015	0.15	0.20	0.35
2020	0.19	0.26	0.48
2025	0.22	0.32	0.62
2030	0.25	0.38	0.79
2035	0.29	0.45	0.97
2040	0.32	0.52	1.17
2045	0.35	0.60	1.39

USACE SLC Curves - Gauge: 8729840, FL, Pensacola: 84 yrs
USACE Curves computed using criteria in EC 1165-2-212

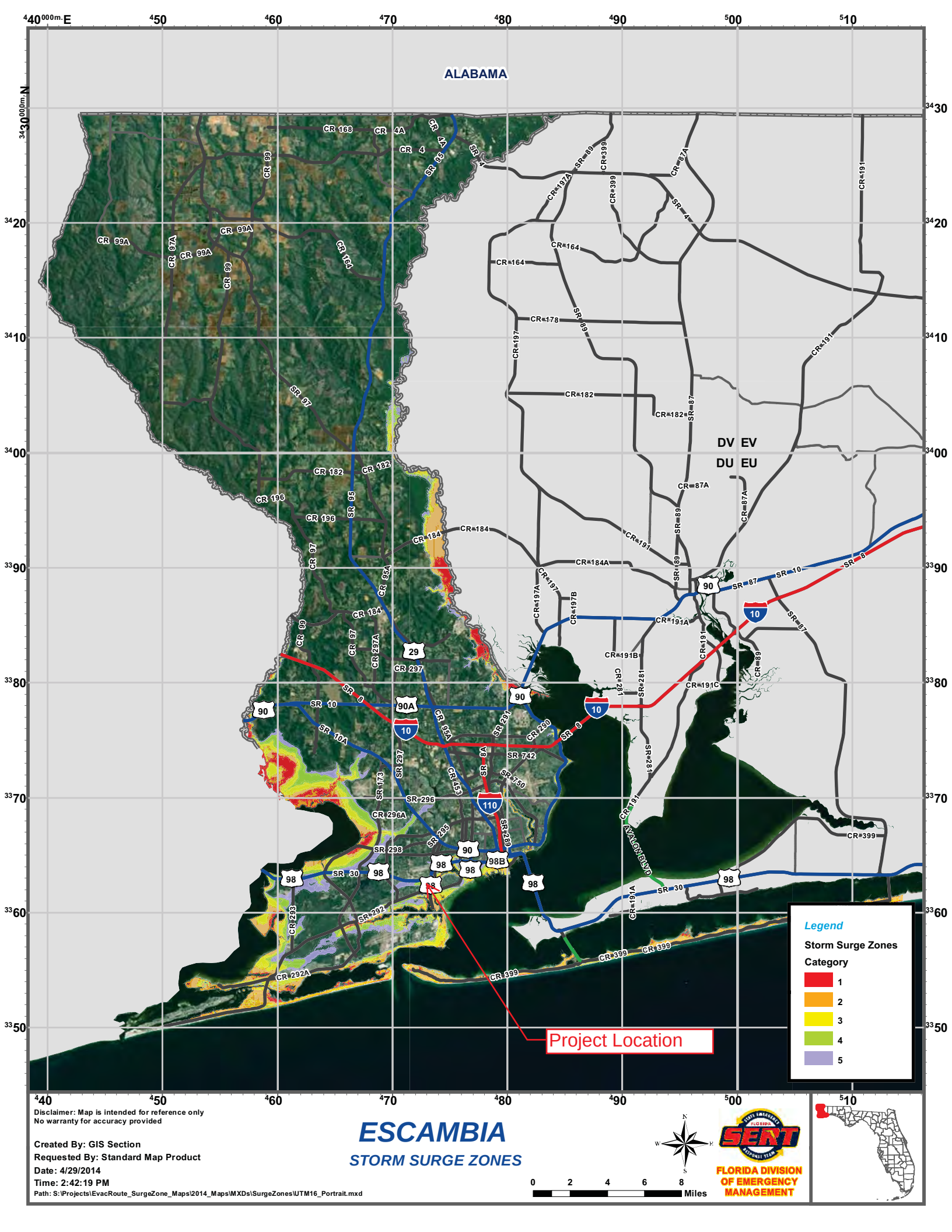
2050	0.39	0.69	1.63
2055	0.42	0.77	1.89
2060	0.45	0.86	2.17
2065	0.49	0.96	2.46
2070	0.52	1.06	2.78
2075	0.55	1.17	3.11
2080	0.59	1.27	3.46
2085	0.62	1.39	3.83
2090	0.65	1.51	4.21
2095	0.69	1.63	4.62
2100	0.72	1.76	5.04

Google

Report a map error

back to Comprehensive Evaluation of Projects with Respect to Sea-Level Change page

revised 29 May 2014



Disclaimer: Map is intended for reference only
No warranty for accuracy provided

Created By: GIS Section
Requested By: Standard Map Product
Date: 4/29/2014
Time: 2:42:19 PM
Path: S:\Projects\EvacRoute_SurgeZone_Maps\2014_Maps\MXDs\SurgeZones\UTM16_Portrait.mxd

ESCAMBIA

STORM SURGE ZONES

0 2 4 6 8 Miles

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2014 Flood Mitigation Assistance Application

Floodplain Manager Concurrence Letter

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

3363 West Park Place
Pensacola, Florda 32505
www.MyEscambia.com

Subject:
Federal Emergency Management (FEMA)
Flood Mitigation Assistance (FMA) Grant Program
Floodplain Manager Coordination Letter

To Whom it May Concern,

Escambia County is currently working with the Forest Creek Apartment Complex to develop a mitigation application for FEMA's FMA grant program. As Escambia County's Floodplain Administrator I am aware of the development of the attached scope of work for the Escambia County 2014 FMA Grant Application. I have reviewed all information provided and it is my professional opinion that these projects will not have a negative impact on the floodplain. The projects that are funded will be reviewed, coordinated, and permitted through the County's Building Department in addition to other permitting authorities.

Sincerely,

Harry T Gibson

Date:
July 17, 2014

Contact:
Harry Gibson
Floodplain
Administrator
Escambia County, FL

Phone:
850-554-2886

Email:
HtGibson@MyEscambia.com

2014 Flood Mitigation Assistance Application

Escambia County, FL
ACS Demographic and Housing Estimates
2008-2012

DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Florida				Escambia County, Florida
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate
SEX AND AGE					
Total population	18,885,152	*****	18,885,152	(X)	298,864
Male	9,232,292	+/-1,311	48.9%	+/-0.1	147,848
Female	9,652,860	+/-1,311	51.1%	+/-0.1	151,016
Under 5 years	1,076,198	+/-711	5.7%	+/-0.1	18,744
5 to 9 years	1,082,352	+/-5,844	5.7%	+/-0.1	16,859
10 to 14 years	1,128,870	+/-5,897	6.0%	+/-0.1	17,569
15 to 19 years	1,215,977	+/-1,378	6.4%	+/-0.1	23,324
20 to 24 years	1,254,131	+/-1,503	6.6%	+/-0.1	26,505
25 to 34 years	2,307,813	+/-1,544	12.2%	+/-0.1	38,367
35 to 44 years	2,443,968	+/-1,485	12.9%	+/-0.1	34,246
45 to 54 years	2,726,991	+/-1,221	14.4%	+/-0.1	42,766
55 to 59 years	1,214,306	+/-5,534	6.4%	+/-0.1	19,220
60 to 64 years	1,136,982	+/-5,495	6.0%	+/-0.1	17,828
65 to 74 years	1,747,634	+/-938	9.3%	+/-0.1	23,922
75 to 84 years	1,100,975	+/-4,485	5.8%	+/-0.1	14,050
85 years and over	448,955	+/-4,522	2.4%	+/-0.1	5,464
Median age (years)	40.8	+/-0.1	(X)	(X)	37.5
18 years and over	14,882,779	+/-720	78.8%	+/-0.1	234,697
21 years and over	14,103,857	+/-4,929	74.7%	+/-0.1	215,983
62 years and over	3,958,980	+/-4,694	21.0%	+/-0.1	54,075
65 years and over	3,297,564	+/-760	17.5%	+/-0.1	43,436
18 years and over	14,882,779	+/-720	14,882,779	(X)	234,697
Male	7,186,086	+/-1,024	48.3%	+/-0.1	115,116
Female	7,696,693	+/-790	51.7%	+/-0.1	119,581
65 years and over	3,297,564	+/-760	3,297,564	(X)	43,436
Male	1,467,403	+/-485	44.5%	+/-0.1	18,704
Female	1,830,161	+/-585	55.5%	+/-0.1	24,732
RACE					

Subject	Florida				Escambia County, Florida
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate
Total population	18,885,152	*****	18,885,152	(X)	298,864
One race	18,475,249	+/-8,914	97.8%	+/-0.1	287,448
Two or more races	409,903	+/-8,914	2.2%	+/-0.1	11,416
One race	18,475,249	+/-8,914	97.8%	+/-0.1	287,448
White	14,438,364	+/-13,090	76.5%	+/-0.1	207,451
Black or African American	3,005,551	+/-7,359	15.9%	+/-0.1	66,734
American Indian and Alaska Native	58,119	+/-2,868	0.3%	+/-0.1	1,729
Cherokee tribal grouping	9,802	+/-971	0.1%	+/-0.1	324
Chippewa tribal grouping	1,177	+/-383	0.0%	+/-0.1	7
Navajo tribal grouping	611	+/-274	0.0%	+/-0.1	7
Sioux tribal grouping	1,546	+/-346	0.0%	+/-0.1	45
Asian	464,587	+/-3,396	2.5%	+/-0.1	8,539
Asian Indian	127,261	+/-4,058	0.7%	+/-0.1	936
Chinese	76,109	+/-3,415	0.4%	+/-0.1	974
Filipino	88,709	+/-3,086	0.5%	+/-0.1	2,970
Japanese	13,705	+/-1,222	0.1%	+/-0.1	416
Korean	25,397	+/-1,761	0.1%	+/-0.1	639
Vietnamese	66,017	+/-3,286	0.3%	+/-0.1	1,336
Other Asian	67,389	+/-3,566	0.4%	+/-0.1	1,268
Native Hawaiian and Other Pacific Islander	11,575	+/-926	0.1%	+/-0.1	549
Native Hawaiian	3,222	+/-551	0.0%	+/-0.1	66
Guamanian or Chamorro	2,589	+/-660	0.0%	+/-0.1	95
Samoan	1,322	+/-513	0.0%	+/-0.1	9
Other Pacific Islander	4,442	+/-790	0.0%	+/-0.1	379
Some other race	497,053	+/-11,720	2.6%	+/-0.1	2,446
Two or more races	409,903	+/-8,914	2.2%	+/-0.1	11,416
White and Black or African American	128,137	+/-4,286	0.7%	+/-0.1	3,594
White and American Indian and Alaska Native	64,582	+/-1,748	0.3%	+/-0.1	2,948
White and Asian	66,627	+/-2,810	0.4%	+/-0.1	2,126
Black or African American and American Indian and Alaska Native	10,829	+/-1,156	0.1%	+/-0.1	695
Race alone or in combination with one or more other races					
Total population	18,885,152	*****	18,885,152	(X)	298,864
White	14,780,950	+/-14,087	78.3%	+/-0.1	217,338
Black or African American	3,198,937	+/-6,336	16.9%	+/-0.1	71,916
American Indian and Alaska Native	149,530	+/-2,989	0.8%	+/-0.1	5,675
Asian	572,288	+/-2,700	3.0%	+/-0.1	11,395
Native Hawaiian and Other Pacific Islander	29,054	+/-1,996	0.2%	+/-0.1	730
Some other race	591,432	+/-12,215	3.1%	+/-0.1	3,676
HISPANIC OR LATINO AND RACE					
Total population	18,885,152	*****	18,885,152	(X)	298,864
Hispanic or Latino (of any race)	4,247,427	+/-187	22.5%	+/-0.1	14,243
Mexican	619,922	+/-8,913	3.3%	+/-0.1	5,374
Puerto Rican	859,957	+/-10,559	4.6%	+/-0.1	3,708
Cuban	1,240,414	+/-10,584	6.6%	+/-0.1	1,548
Other Hispanic or Latino	1,527,134	+/-13,018	8.1%	+/-0.1	3,613
Not Hispanic or Latino	14,637,725	+/-187	77.5%	+/-0.1	284,621
White alone	10,917,268	+/-2,982	57.8%	+/-0.1	197,920
Black or African American alone	2,877,254	+/-5,027	15.2%	+/-0.1	65,923
American Indian and Alaska Native alone	40,363	+/-1,580	0.2%	+/-0.1	1,458
Asian alone	456,391	+/-3,319	2.4%	+/-0.1	8,433
Native Hawaiian and Other Pacific Islander alone	10,398	+/-784	0.1%	+/-0.1	513
Some other race alone	49,148	+/-3,245	0.3%	+/-0.1	353
Two or more races	286,903	+/-6,627	1.5%	+/-0.1	10,021
Two races including Some other race	22,323	+/-1,590	0.1%	+/-0.1	309

Forest Creek Apartments floods again

Troy Moon, PNJ *7:12 a.m. CDT May 1, 2014*



(Photo11: Bruce Graner/bgraner@pnj.com)

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15
CONNECT11
TWEET11
(https://twitter.com/intent/tweet?url=http://on.pnj.com/1kvs5Ji&text=Forest%20Creek%20Apartments

Ma'kyre Horn loved Wednesday's vicious, violent floods. But that's just because the 2-year-old got to ride in a boat for the first time, as emergency workers hauled the 2-year-old and her family in a small pontoon boat from their flooded apartment complex in Warrington.

"She was all excited because she got to ride in the boat," said her mother, Eureka Crosby, a resident of flood-prone Forest Creek Apartments on Patton Drive, off Navy Boulevard. "But for the rest of us, this is is horrible."

All 200 apartments at Forest Creek were evacuated Tuesday afternoon, as a fleet of rescue workers in boats puttered slowly through the two-story complex to bring residents to dry land. Some lugged garbage bags stuffed with belongs on the vessels. One elderly woman in a pink nightie stood in knee-deep water, a laundry basket filled with clothes on her head, waiting to be brought to higher land.

On Patton Drive, scores of wide-eyed evacuees stood staring at their complex, where scores of cars were nearly covered to the roof in water. Most residents of Forest Creek have seen this before.

The complex flooded in August when a tropical wave dropped 7 inces of rain on the area. The Warrington area had 15 to 20 inches or rain dump on it on Tuesday.

Crosby felt more fortunate than most of her neighbors. She lives on the second-floor and her possessions were spared.

"But some people lost everything," she said. "And they've been through this before. Something needs to be done about this place, because it happens too often."

She walked down Patton Drive toward her mother's vehicle. A bystander helped haul her youngest daughter, 9-month-old Ma'layiah Moss, to the car, while Crosby and other family members hauled belongs.

"We're going to stay with my Mom," she said. "I don't know how long."

Many residents had no idea how long they would be gone. Or where they would go. Some went to shelters.

"I don't know right now," said Doquawn Newberry, 24, who had returned from work Wednesday morning to find his first-floor apartment flooded. "I worked last night, came home this morning and found this. I didn't know this place flooded like this when I moved in."

Prior to August, Forest Creek last flooded in 2012. That's three times in two years.



Pensacola residents assess damage from Tuesday night's flooding.

"I knew this place would flood," said Byron Moore, whose grandmother lives on the first floor. "She got a little water damage. She lost her TV and some stuff in her bedroom. She's more scared than anything right now."

Moore said his grandmother would stay with him and his wife until, well, they're not sure.

"She's lived here for three years and it happens every year," he said. "Someone needs to do something."

Many residents stood in their doorways or watched from second-floor windows for the rescue boats to arrive.

"Those are my kids' friends," said Shanaita Kirkland, pointing to two children waving across the flooded lot. "I don't live here, but I have friends and family that do. It's so upsetting because every time there's a big storm, it floods. These people can't keep living like this."

One woman wipes away tears as she left her apartment.

"I lost everything," she said. "I just don't want to talk about it. I just don't."

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15
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(https://twitter.com/intent/tweet?url=http://on.pnj.com/1kvs5Ji&text=Forest%20Creek%20Apartments



MORE12 STORIES12


Is this the biggest 'Family Feud' fail ever? (/story/news/nation-now/2014/05/08/family-
(/story/news/nation

Flooding victims coping with break-ins

Kevin Robinson, *6:26 p.m. CDT May 4, 2014*



(Photo: Bruce Graner/bgraner@pnj.com)

There wasn't much of value left in the apartment after it was inundated with more than a foot of floodwater Wednesday.

That didn't stop someone from going in and taking what little remained.

Jemetrius Bush is one of several residents of the Forest Creek Apartments on Patton Drive who said their homes have been burglarized since severe flooding drove them out on Wednesday.

"There is just no cause for going in there and looting," Bush, 58, said on Sunday. "Everything I had was in that apartment."

For the past several days, Bush has been taking shelter at the Fricker Community Pensacola while she waits for the extreme water damage at her home to be repaired. Bush got a call from a neighbor Saturday saying that while she was away, someone bashed in her front door and stole a TV and other valuables.

Bush said that the thefts and the damage were especially painful because she was just getting back on her feet from losing it all in a flood last year.

"Everything I had was brand new," she said, a mixture of sadness and frustration in her voice. "My furniture was only three days old. I just put $200 worth of groceries in the freezer. It's all gone."

Laura Merritt, a resident and community organizer in the complex, said that at least two other apartments have been broken into. Merritt is helping the residents document their losses from both theft and flooding, and said that the thieves had been brazen and focused.

"You can see where the wood frame and the door bolt bent because they hit it with so much force," Merritt said.

"In another girl's apartment, they left all of the furniture and just took valuables like jewelry and electronics. People said they saw them leaving with TVs in the back of their truck."

Merritt said that witnesses said they saw the belongings in a white truck, but had few other details.

She said that more people are trickling back into the 200-unit complex, and that she is hopeful that having additional eyes out at night will help deter criminals.

Escambia County Sheriff's Office deputies are now standing guard at the complex, and the front gate requires an entry code.

Despite the security, Bush said she still doesn't have any peace of mind.

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The Forest Creek Apartments complex was built in a flood plain, and the most recent flood evacuation is the third in less than a decade.

Bush said that the fact that no one had taken measures to prevent tragedy from repeating so many times was the greatest crime.

"They treat us like we're nobody," she said. "You have hard working people that pay rent and are U.S. citizens, and we aren't being treated that way."

Read or Share this story: http://on.pnj.com/1q54Bk5

Forest Creek fix calls for relocating tenants

Kevin Robinson and T.S. Strickland *5:13 a.m. CDT May 28, 2014*

Escambia County and the owner of Forest Creek Apartments working at flood mitigation.



(Photo: Bruce Graner/bgraner@pnj.com)

Escambia County officials and the owner of Forest Creek Apartments are working on a plan to eventually relocate low-income tenants from the flood-prone complex.

The owner of the property, DM Forest Creek LLC, has filed a "notice of voluntary interest for flood prone property acquisition," according to Keith Wilkins, director of the Escambia County Department of Community and Environment.

The acquisition program may allow the county and the Federal Emergency Management Agency to purchase the property at 34 Patton Creek, with FEMA covering 75 percent of the cost. The proceeds of the sale could allow the apartment's owners to rebuild the 200-unit facility in an area with better drainage.

Sen. Nelson surveys flood damage in Pensacola (/story/news/local/pensacola/2014/05/27/sen-bill-nelson-visiting-pensacola/9619881/)

"They are tentatively going to apply for relocation" Wilkins said, "and we are working with them to examine other alternate locations. ... We've got a whole group of staff working with (U.S. Department of Housing and Urban Development) and FEMA."

Forest Creek provides subsidized housing to low and fixed-income families, and part of the owner's contract with HUD stipulates that they must provide housing for residents during a relocation. Wilkins said a complete relocation of the 200-unit complex could take years.

"His job with HUD is to get them back in units as quickly as possible," Wilkins said.

Wilkins said the ongoing negotiations with FEMA to purchase the property were progressing well. However, the owner also has to negotiate with HUD to transfer the housing vouchers for the 200 units to a temporary location, a process Wilkins said could be difficult.

"HUD is not quite as nimble," he said.

Flood takes mental, financial toll (/story/news/2014/05/17/flood-exhaustion/9221533/)

Wilkins indicated that HUD's intractability — or the perception of it on the part of the owner — also had factored into the owner's decision not to pursue the property acquisition program after severe flooding caused an evacuation in 2012. There have



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been two additional short-term evacuations since then, most recently in the flooding April 29 and 30, where responders used boats to rescue tenants from their submerged apartments.

Escambia County Engineer Joy Blackmon said the apartments were built in the flood plains of Jones Swamp in the 1970s, and that in that era regulations didn't require longterm planning.

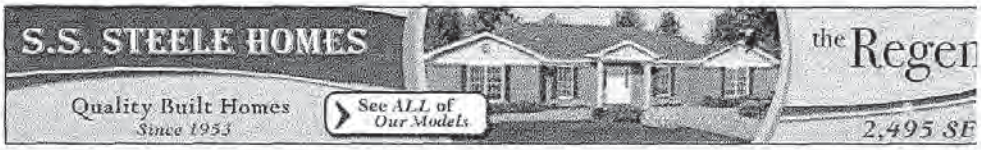
"When older areas get that kind of deluge of rain, there isn't a lot of infrastructure there to help them," she said.

The county has commissioned an engineer to look at what options the county has for flood mitigation in the Warrington area, Blackmon said. The results should be available in July.

"Ideally, in the FEMA buyout ... we would actually be able to come in and restore the wetlands in that area," Wilkins said. "That would also increase the storm water capacity and help alleviate flooding in the area. ... It's really a win-win."

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Read or Share this story: http://www.pnj.com/story/news/2014/05/28/forest-creek-apartments-fema-hud-escambia-county/9655693/



In wake of deluge and flooding, Gov. Scott visit Pensacola

Michael Scott Davidson, mdavidson@pnj.com; 12:16 a.m. CDT May 1, 2014



(Photo: photos by Ben Twingley/bhwingley@pnj.com)

Signs of Tuesday night's destruction littered the properties along Piedmont Road in Pensacola.

Massive chunks of asphalt, heaps of dirt and countless other bits of debris covered formerly green lawns. The uniform squishing of wet grass could be heard Wednesday afternoon as dozens of homeowners traversed front yards, leaving trails of footprints in the sand behind them.

There was nowhere else to walk. A more than half-mile section of Piedmont Road was no longer there.

The immense flooding that began Tuesday night and continued into Wednesday morning had washed it away, uprooting asphalt and leaving behind an ugly split in the earth that was chest deep and nearly 30 feet wide in some places. Fast moving stormwater flowed inside the split.

Exposed sewage, grass and sprinkler pipes jutted into the crevasse. Houses had been flooded, driveways ended abruptly and there were no mailboxes in sight.

It was hard not to stare at the overwhelming devastation on Piedmont Road on Wednesday afternoon, but for a few minutes, Florida's governor was able to get area residents to look toward a brighter future.

Gov. Rick Scott visited Piedmont Road and other areas of Pensacola that had been ravaged as a result of this week's deluge. Scott traveled to the city to survey some of the most damaged areas and pledge state and federal support to residents along the way.

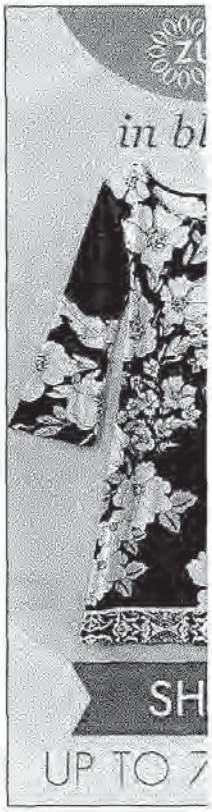
"I want to make sure that every resource is available from the state and to the extent we can help on the federal side, we do it," he said. "Whether its bringing the high-water vehicles from the National Guard or making sure the Fish and Wildlife (Conservation Commission) has their boats and vehicles here, making sure the Department of Transportation is helping stop problems."

Scott arrived at the Escambia County Emergency Operations Center from Tallahassee shortly after 10 a.m. After a briefing about the current state of emergency response in the county, a Florida Department of Law Enforcement motorcade took Scott to Summit Boulevard, Piedmont Road, Palafox Place and Forest Creek Apartments.

The governor was accompanied by Mayor Ashton Hayward, Sheriff David Morgan and Escambia County Commissioners Lumon May, Grover Robinson and Gene Valentino.

During a tour of flooded homes along Summit Boulevard, Scott told reporters that the visit took a slightly risky turn at one point.

"We walked up to house just now ... and the sheriff just sank in 4 feet of water, just sank all of a sudden. So we have to be very careful and every citizen has to be careful," Scott said.




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When the official entourage arrived at Piedmont Road in the Cordova Park neighborhood, he talked to Jon and Dana Boddy, homeowners who had lost their supply of gas and water during the storm. Their home's sewage line lay broken and exposed in their yard.

"I've lived here all my life and I've never see anything like this," Jon Boddy said. "I've been through hurricanes, but this was unbelievable. For this street, this neighborhood, it was absolutely unbelievable."

The couple said they were pleased that Scott had traveled to Pensacola to see the local damage first hand and promise support.

"It means a lot," Jon said. "We can put pictures out there. We can talk to people. But when he is actually standing right here and he sees our sewer line exposed right there I appreciate it."

Other Pensacola residents were excited to see Scott but remained reserved when he pledged his assistance.

Outside Forest Creek Apartments complex in West Pensacola, tenants had retreated from their flooded units to a higher sidewalk on the crest of a nearby hill. Several stood near laundry baskets, backpacks and trash bag carrying their belongings.

By 2 a.m., the water had swelled to 5 feet in Forest Creek Apartments' first-floor units.

Florida Fish and Wildlife Conservation Commission officers rescued several tenants by boat. By Wednesday afternoon, the complex's parking lot was still impassable.

Laura Merritt, an apartment complex resident, told Scott inadequate drainage had been a problem at the complex for years, and it would take more than the promise of action to fix it.

"We need help out here. This is the third time (flooding) in eight years," she said. "The families out here lose everything and are displaced. We can't keep doing this."

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TATED: PENSACOLA NEIGHBORHOODS

AGE

Rick Scott tours Pensacola



iov. Rick Scott, center, tours Pensacola with local officials including County Commissioner Grover Robinson, Mayor shton Hayward and Sheriff David Morgan on Wednesday. PHOTOS BY BEN TWINGLEY/BTWINGLEY@PNJ.COM



ov. Rick Scott looks over flood damage in the Cordova ark area on Wednesday.



Gov. Rick Scott chats with New York Nick's owner Nick Zangari on Palafox Place on Wednesday.

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DEVASTATED: NOWHERE TO GO

EMERGENCY SHELTERS



Miriam Evans, 60, was evacuated to the Red Cross emergency shelter at Bellview United Methodist Church. JAMIE SECOLA/JSECOLA@PNJ.COM

Evacuees taken to storm shelter wonder what's next

By Jamie Secola
jsecola@pnj.com

At about 3:30 a.m. Wednesday, 23-year-old Jackie Travers awoke to strange noises coming from her bathroom. Water was spilling from the toilet and onto the floor. Her apartment on Patton Road in Warrington in the Forest Creek complex was ankle-deep in water. By 4:30, the water was as high as her knees.

"My first thought was my children," said Travers, mother of a 2-year-old boy and 3-year-old girl. "They could have fallen out of their beds and drowned."

Flooding from torrential rains Tuesday night and Wednesday morning forced dozens of Pensacola residents like Travers to be evacuated to the Red Cross emergency shelter at Bellview United Methodist Church on Beverly Parkway.

About 60 people stayed overnight at the shelter. By midday Wednesday, about 42 were housed at the church, with another busload of evacuees on the way.

Travers and her neighbors arrived at about 8 a.m., after watching much of their livelihood wash away during the night.

"It was just sickening," said Miriam Evans, a 60-year-old grandmother and Travers' neighbor. "The back porch and the front porch were like a lake. I mean, it was a lake. There was water everywhere. There were cars everywhere."

Travers took her children from her first-floor apartment to a neighbor's apartment on the second floor. Evans, her two toddler grandchildren and her daughter watched from their sofa as the floodwaters rose.

Before the night was over, the water had risen high enough to force them to squeeze together on the couch's arms.

"We don't have a TV," Evans said. "So we couldn't watch the news. We didn't know if anyone knew we were in trouble. We don't have a car. My daughter has a cellphone, but her minutes had run out.

"So we had no food, no transportation, no contact."

Neither Travers nor Evans was sure what was going to be next for them and their families. They arrived at the shelter with little in the way of possessions.

"I thought there was something wrong with my apartment until I opened the front door and more water came in," Travers said. "So, I went upstairs and got into my neighbor's apartment. I didn't have time to get back to get anything I needed because the water already had moved above the electrical outlets. My kids need diapers, and we don't have any.

"Fortunately, I'm resilient," Travers said. "I'm strong. I can get through this. It's just that now, I have a bigger to-do list."

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TRAGEDIES: AREA NONPROFITS

Shelters combine to host families

By Will Isern
wisern@pnj.com

From a cot in the Fricker Community Center gymnasium, 54-year-old Calvin Grace sat with his walking stick, one of his few remaining possessions, and tried to imagine starting over.

As washed-out residents of Escambia and Santa Rosa counties struggle to rebound from Tuesday's deluge, for some the only place to turn are temporary disaster shelters.

It's a place no one wants to have to go, but they are glad to once they arrive.

For Grace, clutching plastic bags full of belongings like many in the Fricker Center, it's not about how much rain Tuesday's storm brought, but rather what it took.

"I've lost everything," Grace said.

When Grace last saw his home, a first-floor apartment at Forest Creek Apartments, his couch was floating in chest-high water. Grace and many of his neighbors had to be evacuated by boat.

Some, like Edna Bronson, didn't even have the time to get their medications. Bronson is diabetic and said she hasn't been able to check her blood sugar or administer insulin since Tuesday.

"I'm feeling pretty weak," she said.

Diane Hawkins with the Red Cross of Northwest Florida said her organization was working to get shelter residents their medications.

Hawkins said that the Red Cross will conduct bulk distribution of emergency supplies from Pensacola Naval Air Station this weekend.

City of Pensacola Recreation Supervisor Justin Pierce said that roughly 60 people are being housed in the Fricker Center's gymnasium, which he said has a capacity for 300.

"We've got a TV set up in the lobby for people who haven't been able to watch the news, and we've got the basketball courts open for the kids to play on," he said. "Just to try and return a sense of normalcy for people."



Red Cross volunteers Diane Hawkins, left, and Dianna VanHorn interview Forest Creek Apartments resident Amelia Valerio at the Fricker Community Center on Thursday. BRUCE GRANER/BGRANER@PNJ.COM

Red Cross shelters at the Bellview Methodist Church and the Wedgewood Community Center in Escambia County and the Milton Community Center in Santa Rosa county have been closed and people at those shelters have been transported to Fricker Center.

A city-run shelter at the Gulf Breeze Recreation Center housed three people Thursday night but will close today.

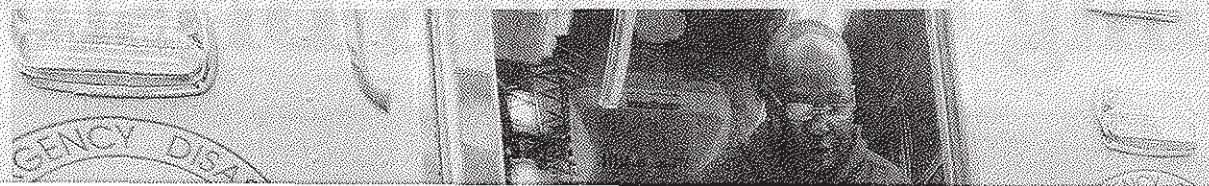
"We still have tons of blankets and towels and food," said shelter staffer Amanda Vetra. "So if there's anyone in need, they are more than welcome to come and get anything they need."

For the littlest shelter seekers, being displaced seemed like the bell for recess. Dozens of young children ran and played at the Fricker Center as their parents looked on with forlorn faces.

Ashley Rodriguez, 20, said she was glad to have a place for her 1-year-old daughter, Alise, to stay, but she hopes a return to normalcy will come sooner rather than later.

"She's scared," Rodriguez said. "We just want to go home."

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es Wednesday at Dog House Deli on Palafox Place overnight. PENSACOLA NEWS JOURNAL



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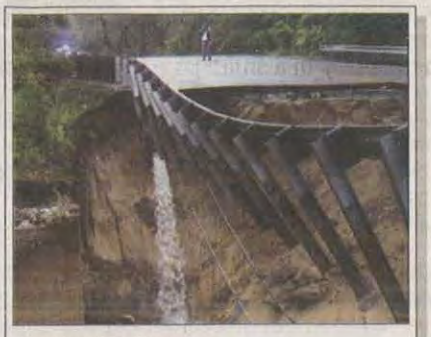
Areas hardest hit

The unprecedented weather event dumped up to 26 inches of rain on the two-county area in just 30 hours leaving in its wake flooded highways, one death from drowning in a flooded car and devastated residences and businesses.



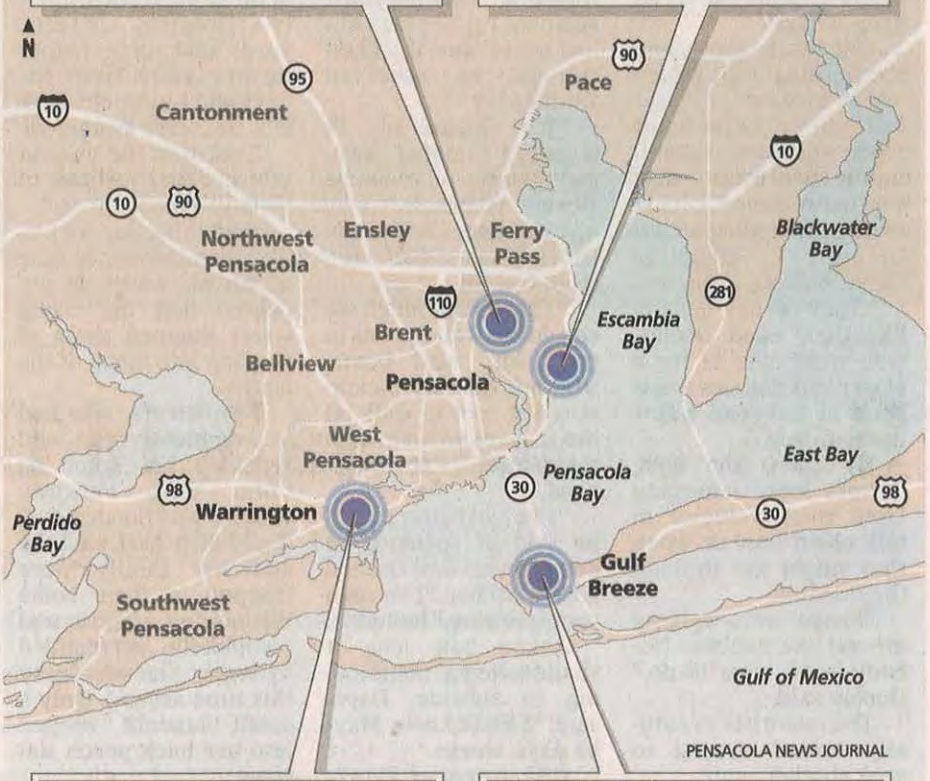
Cordova Park

Neighborhoods along Summit Boulevard and Piedmont Road off Bayou Boulevard were especially hard hit by flash flooding during the storm. Some homes are flooded, roadways submerged and residents coping with mud and debris.



Scenic Highway

A 2- mile stretch of Scenic Highway (U.S. 90) from Langley Avenue to Summit Boulevard is closed due to a collapse of the roadway and severe erosion. Crews are expected to begin surveying the scope of the damage today.



PENSACOLA NEWS JOURNAL



Warrington and West Pensacola

Flooding struck Forest Creek Apartments and other neighborhoods in Warrington, forcing residents to seek emergency shelter. Some residents of Forest Creek Apartments had to be rescued by boat.



Gulf Breeze

Neighborhoods, such as Whisper Bay in Tiger Point and Villa Venyce near the Gulf Islands National Seashore reservation, have been flooded. Low-lying areas in Gulf Breeze saw damage as well.

NATION



DAN ANDERSON, EPA

Kevin Davis tries to pump water out of his flooded home Wednesday in Pensacola, Fla.

Parts of Ala., Fla. see historic floods

Storm cell that hit central U.S. brings heavy rains to coast

Doug Stanglin and Doyle Rice
USA TODAY

Torrential rains and heavy flooding swamped the Florida Panhandle and southern Alabama on Wednesday, the latest deluge from a storm system bringing death and destruction across the South.

High water forced officials to shut down Interstate 10 at the Alabama-Florida state line, stranding people in their cars. Some drivers simply abandoned their vehicles to walk to safety.

There was one confirmed death: A 67-year-old Pensacola, Fla., woman drowned when her vehicle was submerged by floodwaters on U.S. 29 at Cantonment, Fla., the *Pensacola News Journal* reported.

The heavy rains also wiped out a section of Scenic Highway that runs along the western side of Escambia Bay near Pensacola. Two vehicles plummeted 40 feet as a 50-yard-wide section of the highway collapsed south of Gaberonne, Fla., the newspaper reported.

Most of the eastern third of the nation will continue to see heavy rain and the chance of severe thunderstorms and flooding through early today.

In Florida, fire rescue crews weren't able to respond to some calls for help because of road flooding in and around Pensacola, Escambia County public information officer Bill Pearson said.

"It's gotten to the point where we can't send EMS and fire rescue crews out on some 911 calls because they can't get there," he said. "We've had people whose homes are flooding, and they've had to climb up to the attic."

Pearson said Bristol Oaks was one of the hardest-hit areas.

"We had to have boats go into the neighborhood and get people out of their attics," Pearson said.

In Alabama, Baldwin County EMA Director Mitchell Sims told AL.com early Wednesday that "we have historical flooding" throughout the county and that calls for help had been "non-stop" all night.

Sims, who noted that Fairhope, Ala., got 11.5 inches of rain overnight, said reverse 911 calls went out to people living south of I-10. "We're advising people not to travel," he said.

Downtown sections of Mobile, Ala., and Pensacola were hit by severe flooding as the strong storm cell dumped more than a foot of rain on the region. Heavy rains also opened up a sinkhole in Mobile, swallowing a truck.

Contributing: Associated Press



BRUCE GRANER, PENSACOLA NEWS JOURNAL, VIA AP

Residents get help escaping flooded apartments in Pensacola, Fla., on Wednesday.

IN BRIEF

TANKERS CATCH FIRE IN VIRGINIA DERAILMENT

SOUTHERN CALIFORNIA WILDFIRE RAGES

TECH ISSUES TEMPORARILY GROUND L.A.-AREA FLIGHTS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6699 **County Administrator's Report 10. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: 2014/2015 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2014/2015 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the REAP Agreement with the COA, in the amount of $47,000, for continuation of the Rural Elderly Assistance Program for the 2014/2015 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and any related documents necessary to implement the Project.

[Funding: Fund 129/CDBG, Fiscal Year 2015, Cost Center 220457]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging for the Rural Elderly Assistance Program since 1990. The Board approved the 2014 Escambia Consortium Annual Plan on July 24, 2014, which includes funding for the REAP in the amount of $47,000 for the period October 1, 2014–September 30, 2015 (**Exhibit I**). As a public service activity operated by the Council on Aging of West Florida, Inc. (COA), REAP provides varied social, recreational and supportive services to the elderly in the communities of Cantonment, McDavid, Century and Davisville. The project serves the rural elderly primarily within Census Tracts 35.02, 38, 39 and 40, specifically the lower income communities denoted above. As in the past, funds will support the cost for the Rural Services Coordinator and Social Workers (including fringe), and related direct program support services. The 2014/2015 Agreement (**Exhibit II**) includes funding in the amount of $47,000 as outlined in the 2014 Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The $47,000 in CDBG Program funding is included in the FY 2015 County budget in Fund 129/CDBG, Cost Center 220457. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel will be required for the project. The Rural Services Coordinator and Social Workers are employees under the supervision of the COA and are governed by COA personnel rules and regulations.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies and such agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by the Neighborhood Enterprise Division (NED) of the Community & Environment Department in coordination with the COA. After execution, all Agreement compliance matters will be managed by NED including review of cost reimbursement requests and required project level monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG Program funding, based upon submission of expense documentation by COA. The COA has been advised of the date and time of the Board meeting during which this Agreement will be presented for approval.

Attachments

Exhibit I

Exhibit II

EXHIBIT I

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

    A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of $1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of $975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of $136,359; and

    B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

    Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

    A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

    B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

    Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2014/2015 Annual Housing and Community Development Plan for the period October 1, 2014 - September 30, 2015. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2014/2015 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2014 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2014 - September 30, 2015)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2014 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **$3,494,455** which is detailed as follows.

ESCAMBIA COUNTY
2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION: **FUNDING:**

Housing Rehabilitation Program (General) **$262,311***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management **$288,328**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency **$17,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing **$ 18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project **$275,000**

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES: 2014/15 REAP Contract Funding

Council on Aging of West Florida, Inc. **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling **$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **$10,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **$95,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program **$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program $**50,000**

Prior year funds will continue to support matching grants not to exceed $25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **$149,751**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project **$200,000**

Funds will partially support site development and construction of a new community-based health clinic on County–owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of heath care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to $400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **$ 5,000**

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,653,390**

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CITY OF PENSACOLA

FY2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **$432,754***

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (estimated program income is $110,000).

Temporary Relocation **$ 15,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

CODE ENFORCEMENT:

Code Enforcement **$35,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **$70,000**

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **$35,688**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

FY2014-2015 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **$140,918**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2014-2015 CDBG PROPOSED BUDGET **$ 704,589**

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Projected FY2014-2015 CDBG Grant Allocation	**$ 704,589**
Carryover from Completed Projects	**$ 24,771**

TOTAL CITY CDBG FUNDS PROJECTED TO BE AVAILABLE **$ 729,360**

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ESCAMBIA CONSORTIUM

2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) $ 975,346
(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2014 HOME FUNDS PROJECTED **$ 975,346**
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2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)

PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations **$ 87,689**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention **$ 38,444**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration **$ 10,226**

Administrative Cost (7.5%): $3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED **$136,359**
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TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2014/2015 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, May 6, 2014, at the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, May 14, 2014 at Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The hearings will also incorporate information about the Analysis of Impediments to Fair Housing.

The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **MAY 26, 2014**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Marcie Whitaker at 858-0319 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Lumon J. May
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Jim Melvin, Chairman
Santa Rosa County
Board of County Commissioners

EXHIBIT II

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this **25th** day of **September, 2014** by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **COUNCIL ON AGING OF WEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

W I T N E S S E T H

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Community & Environment Department. For contract coordination purposes the designated contract manager is Randy Wilkerson, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x 3 or *wrwilker@myescambia.com*

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2014** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on July 24, 2014.

ARTICLE III
Funding

The County agrees to pay an amount not to exceed **$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV
Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this 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 or insurance.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2014** and shall terminate on **September 30, 2015** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII
Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall

include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Housing and Urban Development Act of 1968
Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI
Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII
Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR Part 570.502 and shall comply with the requirements of OMB

Circular A-122 "Cost Principles for Non Profit Organizations," and any amendments or revisions to said regulatory provisions or circulars as may be promulgated by the Federal Government. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR Part 570, except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

14.3 Pertinent provisions of Subpart K of 24 CFR Part 570 have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 must be:

(i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or

(ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 24 CFR Part 85.36 or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of Part 85.36. This shall apply to the purchase of materials, supplies, and equipment. The full text of 24 CFR Part 85.36 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 85.26.

ARTICLE XVIII

Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract 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 contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGE TO FOLLOW

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

BCC Approved: September 25, 2014

S E A L

COUNCIL ON AGING OF WEST FLORIDA, INC.
A Florida Non-Profit Corporation

:

WITNESSED

By: _____
John Clark, Executive Director

_____

Print Name: _____

_____

_____
Print Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

I. SCOPE OF SERVICES

The Council on Aging of West Florida, Inc. will implement the Rural Elderly Assistance Program. The County will provide **$47,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc.
P. O. Box 17066
Pensacola, FL 32522-7066
(850) 432-1475 Contact: John Clark, Executive Director

III. MONTHLY REPORTS

A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.

B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.

C. A copy of the payroll register and time sheets must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.

D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.

E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **$47,000.00** to cover the contract period of October 1, 2014 - September 30, 2015. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.

2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

MONTHLY STATUS REPORT

REPORT # _____

TO: NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

)

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT

$ 47,000.00

Expenditures: Month of _____, 20 ____

ITEM COST

_____

_____

_____

_____

_____

Total expenditures this period $_____

Remaining contract amount $_____

Balance end of this reporting period $_____

Comments_____

_____

_____

I certify, that to the best of my knowledge, the data reported is correct.

_____
Authorized Signature

_____ _____
Date Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters

20. Section 3 of the Housing and Community Development Act of 1968, as amended

21. Age Discrimination Act of 1975

22. Provisions Regarding Access to and Maintenance of Records

23. Conflict of Interest Provisions

24. Anti-Lobbying Certification

25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities

26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)

27. Ownership of Project Copyrights and Patents (if applicable)

28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COUNCIL ON AGING OF WEST FLORIDA, INC. will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **COUNCIL ON AGING OF WEST FLORIDA, INC.** Date: October 1, 2014

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-14-UC-12-0021

COUNCIL ON AGING OF WEST FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS P. O. Box 17066
Pensacola, FL 32522-7066

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name:_____

Name: _____

Title :_____

Firm/Agency:_____

Street Address:_____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Standard Contract Provisions**

   All applicable Federal provision are attached including:

   1. Certification of Non-Segregated Facilities
   2. Compliance with Air and Water Acts
   3. EEO Compliance Certification
   4. Americans with Disabilities Act (ADA)
   5. Anti-Kickback Act
   6. Executive Order 11246/Affirmative Action
   7. Title VI of the Civil Rights Act
   8. Lead Base Paint Prohibition
   9. Flood Hazards Mitigation (where applicable)
   10. Architectural Barriers Act (where applicable)
   11. Energy Policy and Conservation Act
   12. Section 503 and 504 of the Rehabilitation Act of 1973
   13. Contract Work Hours and Safety Act
   14. Minority and Women owned Business Listings

   Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

   Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)

   Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

   Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. **Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. **Reporting, Copyrights, and Patents**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended
(applicable to Federally assisted construction contracts and related subcontracts $10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. **Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. **Conflict of Interest of Officers or Employees of the Contracting Entity/ Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. **Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. **Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid, unless the current Florida Minimum Wage is higher, wherein the higher of the two rates shall be paid;
2. Forty hours constitutes a standard workweek;

3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**
Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**
All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**
Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors**
Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 *& PART 85.36* and OMB CIRCULAR A-122, OMB CIRCULAR A-133, and applicable portions of OMB CIRCULAR A-110

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570 *and Part 85.36*, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations"), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions") and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6720 **County Administrator's Report 10. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: 2014/2015 Fair Housing Services Agreement with Escambia Pensacola Human Relations Commission
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2014/2015 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2014/2015 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of $18,500, for the 2014/2015 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 220457]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia Pensacola Human Relations Commission (HRC) under the CDBG funded Agreement. Further, HRC activities are supportive of the Federal Fair Housing Law and State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding is required to ensure adequate support for fair housing related activities undertaken by the HRC. The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. The Board approved the 2014/2015 Escambia Consortium Annual Plan on July 24, 2014, which included funding for this Agreement in the amount of $18,500 for the period October 1, 2014–September 30, 2015 (**Exhibit I**). The Agreement (**Exhibit II**) is renewed annually subject to availability of CDBG funds.

BUDGETARY IMPACT:

The $18,500 in CDBG Program funding is included in the County's FY 2015 budget in Fund 129/CDBG, Cost Center 220457. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All staffing is provided by the HRC through this Agreement. There is no impact upon County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies, and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Agreement will be mutually executed by the Board Chairman and HRC Chairman. No interruption of services related to the Agreement process will occur. HRC is aware of the date and time of the Board meeting during which this Agreement will be presented for approval.

Attachments

Exhibit I

Exhibit II

EXHIBIT I

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

    A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of $1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of $975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of $136,359; and

    B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

    Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

    A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

    B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

    Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2014/2015 Annual Housing and Community Development Plan for the period October 1, 2014 - September 30, 2015. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2014/2015 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2014 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2014 - September 30, 2015)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2014 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **$3,494,455** which is detailed as follows.

ESCAMBIA COUNTY
2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION: **FUNDING:**

Housing Rehabilitation Program (General) **$262,311***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management **$288,328**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency **$17,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

2014/15 Fair Housing Contract Funding

Fair Housing **$ 18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project **$275,000**

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling **$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **$10,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **$95,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program **$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program $**50,000**

Prior year funds will continue to support matching grants not to exceed $25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **$149,751**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project **$200,000**

Funds will partially support site development and construction of a new community-based health clinic on County–owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of heath care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to $400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **$ 5,000**

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,653,390**

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CITY OF PENSACOLA

FY2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **$432,754***

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (estimated program income is $110,000).

Temporary Relocation **$ 15,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

CODE ENFORCEMENT:

Code Enforcement **$35,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **$70,000**

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling **$35,688**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

FY2014-2015 PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **$140,918**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2014-2015 CDBG PROPOSED BUDGET **$ 704,589**

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Projected FY2014-2015 CDBG Grant Allocation	**$ 704,589**
Carryover from Completed Projects	**$ 24,771**

TOTAL CITY CDBG FUNDS PROJECTED TO BE AVAILABLE **$ 729,360**

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ESCAMBIA CONSORTIUM

2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) $ 975,346
(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2014 HOME FUNDS PROJECTED **$ 975,346**
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2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)

PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations **$ 87,689**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention **$ 38,444**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration **$ 10,226**

Administrative Cost (7.5%): $3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED **$136,359**
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TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2014/2015 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, May 6, 2014, at the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, May 14, 2014 at Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The hearings will also incorporate information about the Analysis of Impediments to Fair Housing.

The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **MAY 26, 2014**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Marcie Whitaker at 858-0319 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Lumon J. May
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Jim Melvin, Chairman
Santa Rosa County
Board of County Commissioners

EXHIBIT II

FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **25th** day of **September 2014**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

W I T N E S S E T H

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division of the Escambia County Community & Environment Department.

ARTICLE II

Scope of Services

2. The Recipient agrees to **administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination** in unincorporated Escambia County by providing operational expenses as generally described in Attachment 1, attached hereto and made a part thereof.

ARTICLE III

Funding

3. The County agrees to pay the Recipient an amount not to exceed **$18,500.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment 2, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in Attachment 2 only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in Attachment 1;

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment 3, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2014**, and shall terminate on the **30th day of September 2015**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX

Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X

Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to an incorporated by reference herein.

ARTICLE XI

Housing and Urban Development Act of 1968
Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XII

Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XIII

Procurement

13. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of $5,000 OR more will require a formal bid procedure (advertising and sealed bids).

IN WITNESS WHEREOF, the parties hereto duly executed this agreement the date and year first shown above written.

Signature page to follow

Remainder of page intentionally left blank

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

ESCAMBIA COUNTY, a political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

BCC Approved: September 25, 2014

Witnessed:

RECIPIENT: Escambia-Pensacola Human Relations Commission

_____

Print Name: _____

By: _____
Sylvia Tisdale, Chairman of the Board

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this _____day of _____, 2014 by Sylvia Tisdale, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

_____ is/are personally known to me.
_____ produced current Florida driver's license as identification.
_____ produced current _____as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed

My Commission Expires: _____
Commission Number: _____

I. SCOPE OF SERVICES

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **$ 18,500.00** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and public education regarding same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County. *Specifically, in relation to the latest Analysis of Impediments to Fair Housing Choice (AI) provided by the Escambia Consortium, trainings should provide greater focus on providing materials that:*
   (a) Inform landlords about reasonable accommodations related to disabilities.
   (b) Utilize the suggested housing discrimination poster showing a disabled veteran

   The HRC will be asked to provide verification that this is accomplished by the end of this contract period.

2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.

3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.

4. *In relation to the AI findings, begin working on incorporating more Spanish language materials on the HRC website.*

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. RECIPIENT INFORMATION

CONTACT PERSON: Rebecca Hale - (850) 437-0510
2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.

B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.

C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.

D. The monthly report is due on the final working day of each month.

E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
FISCAL YEAR 2014 - 2015 BUDGET

Salary*	$ 18,000.00
Annual Audit	500.00
	$ 18,000.00

*Note: Salary costs are for services provided by the following positions:

Executive Director - up to 25% of time spent.
Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION
The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in writing to Neighborhood Enterprise Foundation, Inc. (NEFI). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS
The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE
The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.

2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

Attachment 3

PAYMENT REQUEST FORM

Name _____ Request Number _____

Address _____ Contract Number _____

_____ Zip _____ Phone Number _____

Date Payment Request Submitted _____

Date Payment Desired _____

1. Total funds you have received thus far $ _____
2. Actual disbursements made thus far $ _____
3. Total funds remaining budget $ _____
4. Funds required $ _____
5. Funds requested but not yet received $ _____
6. Total funds to be received from this request $ _____
7. Number of days before the amount on line 5 is to be disbursed (must be less than three days) _____

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

_____
Authorized Signature

_____
Position

Comments

_____

_____

Bank _____ Account # _____

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY
C/O NEIGHBORHOOD ENTERPRISE DIVISION

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

CONTRACT AMOUNT $ _____

Expenditures: Month of _____, 20__

ITEM	COST

Total expenditures this period $ _____

Remaining contract amount $ _____

Balance end of his reporting period $ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

_____
Authorized Signature

_____ _____
Date Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters

20. Section 3 of the Housing and Community Development Act of 1968, as amended

21. Age Discrimination Act of 1975

22. Provisions Regarding Access to and Maintenance of Records

23. Conflict of Interest Provisions

24. Anti-Lobbying Certification

25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities

26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)

27. Ownership of Project Copyrights and Patents (if applicable)

28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Escambia-Pensacola Human Relations Commission will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **Escambia-Pensacola Human Relations Commission** Date: October 1, 2014

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-14-UC-12-0021

Escambia-Pensacola Human Relations Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 2257 North Baylen Street

Pensacola, FL 32501

_____

_____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: TWO (2)

SIGNED: _____

Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: _____

Firm/Agency: **Escambia-Pensacola Human Relations Commission**

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Standard Contract Provisions (Full Text Attached)**
   All applicable Federal provision are attached including:
   1. Certification of Non-Segregated Facilities
   2. Compliance with Air and Water Acts
   3. EEO Compliance Certification
   4. Americans with Disabilities Act (ADA)
   5. Anti-Kickback Act
   6. Executive Order 11246/Affirmative Action
   7. Title VI of the Civil Rights Act
   8. Lead Based Paint Prohibition
   9. Flood Hazards Mitigation (where applicable)
   10. Architectural Barriers Act (where applicable)
   11. Energy Policy and Conservation Act
   12. Section 503 and 504 of the Rehabilitation Act of 1973
   13. Contract Work Hours and Safety Act
   14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**
   Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)
   Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**
   Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. **Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. **Reporting, Copyrights, and Patents**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended
(applicable to Federally assisted construction contracts and related subcontracts $10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be

provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Director's office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. **Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. **Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. **Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. **Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of $7.25/hour be paid, unless the Florida Minimum Wage is higher in which instance the higher of the two shall be paid;

2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of $10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine ($1,000 minimum), **imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.**

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 and OMB CIRCULAR A-122, OMB CIRCULAR A-133, and applicable portions of OMB CIRCULAR A-110

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations"), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions") and applicable portions of A-110, as implemented at 24 CFR Part 84 ("Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County's CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6727 **County Administrator's Report 10. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Amendment #1 to the 2012 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc.
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the 2012 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of Amendment #1 to the 2012 Emergency Solutions Grant (ESG) Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve Amendment #1 to the 2012 Emergency Solutions Grant (ESG) Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH) providing an additional $10,412.08, in 2012 ESG support (increasing the total from $19,077 to $29,489.08) to support continuing expansion and integration of the Homeless Management Information System (HMIS); and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related forms or documents as may be required to fully implement the Amendment.

[Funding: Fund 110, Emergency Solutions Grant, Cost Center 220561]

BACKGROUND:

The 2012 Escambia Consortium Annual Action Plan, including the Emergency Solutions Grant (ESG) allocation, was approved by the Board on August 9, 2012 (see **Exhibit I** for Board action resume). The 2012 Annual Plan included $163,087.00 in 2012 ESG funds. Implementation of the 2012 ESG was closely coordinated with The EscaRosa Coalition on the Homeless, Inc. (ECOH), the HUD designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the total $163,087.00 grant, $19,077.00 was contracted to ECOH for continued administration/expansion/integration of the Homeless Management Information System (HMIS) in the local community through an Agreement approved by the Board on March 21, 2013 (see **Exhibit II** for Board action resume). Amendment #1 to the existing Agreement will increase funding to ECOH for HMIS specific services from $19,077.00 to $29,489.08, reflecting an additional $10,412.08 (Amendment #1 is included in **Exhibit III).** This Amendment is financed through the June 30, 2014 unexpended balance of Homeless Rapid Re-housing funds originally contracted to Catholic Charities of Northwest Florida, Inc. Expansion of HMIS to incorporate

additional homeless service and housing agencies is a high priority for the local CoC.

BUDGETARY IMPACT:

Funding required to support the Amendment is currently budgeted in FY 2014 Fund 110/Other Grants (ESG), Cost Center 220561. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the 2012 ESG Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Amendment must be approved by the Board to become effective.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by the Neighborhood Enterprise Division (NED) of the Community & Environment Department. Implementation of the Amendment and the ongoing Agreement will be monitored by NED in conjunction with HUD staff. NED will work with ECOH to properly complete activities. All parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

Exhibit III

EXHIBIT I

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):

    A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of $1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of $1,020,957; and 2012 Emergency Solutions Grant *(f/k/a Emergency Shelter Grant)* Program (ESG) funds, in the amount of $163,087;

    B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and

    C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.

14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of $84,784.16, on Contract PD 02-03.79, "Professional Services *(as Governed by Florida Statute 287.055)*," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action concerning approval of the 2012 Emergency Solutions Grant *(f/k/a Emergency Shelter Grant)* Agreements with The EscaRosa Coalition on the Homeless, Inc., and Catholic Charities of Northwest Florida, Inc. (Funding: Fund 110, Emergency Solutions Grant [ESG], Cost Center 220561):

   A. Approve an *Agreement (for Emergency Solutions Grant 2012 Allocation Administration and HMIS Development – Emergency Solutions Grant Program)* with The EscaRosa Coalition on the Homeless, Inc., providing 2012 ESG support, in the amount of $19,077, for administering and coordinating expansion and continuing integration of the Homeless Management Information System;

   B. Approve an *Agreement (Direct Service Delivery and Case Management Services – Emergency Solutions Grant [ESG])* with Catholic Charities of Northwest Florida, Inc., providing 2012 ESG support, in the amount of $48,166, for direct service delivery and case management services to ESG-eligible clients in Escambia County; and

   C. Authorize the Chairman or Vice Chairman to execute the Agreements and all related forms or documents as may be required to fully implement the Agreements.

   Approved 5-0

10. Recommendation: That the Board authorize the County to piggyback off of the Houston-Galveston Area Council (H-GAC) Contract #AM10-12, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and Section 46-64, Board approval, and award a Purchase Order for four ambulances for the Public Safety Department, three H-T1-19 Horton Model 457, Type I Ford F450 (Features 11717), and one H-MD-16 Horton Model 623 International Navistar (Features 11721), PD 12-13.022, to Horton Emergency Vehicles, in the amount of $716,999 (Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 330435, Project 08PS0028).

    Approved 5-0

EXHIBIT III

AMENDMENT #1
AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT 2012 ALLOCATION
ADMINISTRATION AND HMIS DEVELOPMENT
Emergency Solutions Grant Program

THIS AMENDMENT is made and entered into this 25th day of September, 2014, by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID #592909065), hereinafter referred to as the "Agency", for the sole purpose of administering the Homeless Continuum of Care (CoC) and managing expansion and enhancement of the Homeless Management Information System (HMIS).

WITNESSETH:

WHEREAS, the County has received formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program to provide emergency assistance for the homeless, homelessness prevention assistance to households who would otherwise become homeless and assistance to rapidly re-house persons who are homeless for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, the County desires to commit additional funds to implement Homeless Continuum of Care coordination, HMIS development, expansion and integration in accordance with governing HUD regulations and requirements stipulated herein; and

WHEREAS the Agency has exhibited the managerial and technical ability to effectively assist the County with these tasks; and

WHEREAS, the County and Agency now wish to amend the original Emergency Solutions Grant 2012 Allocation, Administration and HMIS Development Agreement dated March 21, 2013, to incorporate additional funding to enhance and further expand the Homeless Management Information System.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Emergency Solutions Grant 2012 Allocation, Administration and HMIS Development Agreement dated March 21, 2013, as follows:

1. **ARTICLE III, Section 3.0** of the Emergency Solutions Grant 2012 Allocation Agreement dated March 21, 2013, is hereby amended to read as follows:

ARTICLE III, Section 3.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **$19,077.000 to $29,489.08** to reflect additional support for CoC interagency coordination, HMIS development, expansion and integration and to make corresponding revisions to **Exhibit I** of the Agreement.

2. **Exhibit I** of the March 21, 2013 Agreement, as attached, is hereby amended to reflect additional funding of $10,412.08 to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

3. All other provisions of the original Agreement dated March 21, 2013 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

SIGNATURE PAGE TO FOLLOW

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Approved as to form and legal sufficiency.

By/Title: K. Hugh ACA

Date: 8/25/14

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: September 25, 2014

By: _____
Deputy Clerk

(SEAL)

The EscaRosa Coalition on the Homeless, Inc.,
a not for profit corporation chartered in the State of Florida

WITNESSED:

By: _____
Dr. Karen Barber, President
Board of Directors

_____

_____
Print Name

_____

_____
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Dr. Karen Barber, President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
ESG 2012 Homeless Information Management System (HMIS) Project

AGENCY NAME: THE ESCAROSA COALITION ON THE HOMELESS, INC.

I. SCOPE OF SERVICES

A. The EscaRosa Coalition on the Homeless, Inc. ("Agency") shall provide: (a) a range of CoC related administrative services in support of the ESG 2012 HMIS Project, and (b) HMIS development, expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available over the term of this agreement, a total of ~~**$19,077.00**~~ **$29,489.08** in ESG 2012 administrative and project funds, specifically to enable the Agency to enhance the homeless program management and coordination, specifically through HMIS enhancements. The HPRP funds are sub-allocated as follows: HPRP Administration $4,077.00 and HMIS development/expansion/Integration ~~**$15,000.00**~~ **$25,489.08** (including hardware purchases to the extent required to fully meet ESG or related reporting requirements as stipulated by HUD). The ESG 2012 funding shall be limited to a maximum expenditure of ~~**$19,077.00**~~ **$29,489.08** for the entire term of this Agreement. As the designated Agency with responsibility for the Homeless Continuum of Care planning and coordination functions the Agency is critical to the effective oversight of the Emergency Solutions Grant program in the local community, and limited ESG 2012 administrative funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD mandated Homeless Management Information System (HMIS) in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. ESG 2012 funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating cost, supplies, equipment (HMIS only), contractual services and ESG 2012 related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

B. This agreement is funded in its entirety from ESG 2012 funds. The Agreement provides for a maximum of $4,077.00 in administrative support for the Agency. This allocation falls within the maximum administrative cost authorized by HUD.

C. Funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted homeless program administration and ESG 2012 HMIS Project activities. Requests for payment or reimbursement shall clearly segregate and individually substantiate the costs for Administration and HMIS activities based upon the budgeted allocations cited in Section A above. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly

documented expense incurred for ESG 2012 HMIS Project costs by the Agency. No advance of County funds will be provided to the Agency.

D. For purposes of this Agreement, a "Very Low Income" family is defined as a person (family) with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola "MSA" median income adjusted for family. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Agency in carrying out the requirements of this Agreement. If applicable, the Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that ESG 2012 Project funds provided to the Agency are expended for eligible activities benefitting eligible persons (families).

II. OBJECTIVES

A. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESI II eligible recipients; enhanced monitoring of ESG 2012 and non-ESG 2012 client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

B. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG 2012 funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG, ESG 2012 or HEARTH Act assistance to clients;; and (5) produce results oriented monthly reports as required herein.

C. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG 2012 Administrative and ESG 2012 HMIS Project funds shall be made available to the Agency in the form of a grant to support administrative costs; HMIS data collection enhancement, integration, and information sharing; HMIS based reporting; and ancillary services required to coordinate and monitor these activities in Escambia in accordance with requirements hereunder.

C. The Detailed ESG 2012 Budget reflecting the Agency's planned utilization of funds provided hereunder is incorporated into this Agreement on **Pages 9-10.**

D. HPRP data collection and reporting shall be conducted through the Homeless Management information System (HMIS) managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply HPRP required data elements to the local HMIS.

E. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG 2012 payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is mandatory under this Agreement.

F. Agency shall utilize forms, policies, checklists, data collection forms, detailed expenditure tracking spreadsheets or forms, financial records management procedures and controls, and other methods as may be required to meet Emergency Solutions Grant requirements.

G. Agency shall at all times maintain documentation of the detailed costs and invoice based support for each expenditure made or reimbursed under this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the Agency to properly document any costs associated with this Agreement, upon request by the County, shall result in the termination of this Agreement.

IV. AGENCY INFORMATION

AGENCY:	**CONTACT PERSON:**
Name: EscaRosa Coalition on the Homeless, Inc.	Name: John Johnson
Address: 2601 W. Strong Street	Title: Executive Director
Pensacola, Fl 32505	Phone: (850) 439-3009
	Fax: (850) 436-4656
Federal ID #: 592909065	E-mail: John.Johnson@ECOH.org

V. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.2, 6.3, 6.4, and 6.5 (cumulatively referred to as "Performance Reviews") of this Agreement. Agency agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VI. AUDIT REQUIREMENTS

The Agency receives less than $300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County, in coordination with NEFI, shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG 2012 activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESH II eligible costs advanced by the Agency, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) Direct Vendor Payments by County: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified ESG 2012 vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9

for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG 2012 Project described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that exceed $5,000.*

(2) Reimbursement of Eligible Agency Incurred Expenses: To secure reimbursement of the Agency's ESG 2012 Project expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG 2012 Project administration and operating supplies/costs; professional/consulting services; HMIS and related equipment purchases; data management software, support and licensing costs; ESG 2012, HMIS or other project related training expenses (including materials); or other eligible costs. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for reimbursement of ESG 2012 Project related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency a copy of the cancelled check or a paid receipt from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments, but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for ESG 2012 Administration and HMIS Development, Expansion, Integration, Data Collection and Reporting. Requests for payment shall reflect costs in keeping with the general HPRP Agency line items reflected in the Budget Categories on **Page 9**.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen (15) days of the date of receipt of the ESG 2012 payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the ESG 2012 Project and regulations related thereto.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency, County, and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

APROVED ESG 2012 BUDGET CATEGORIES
(Administration and HMIS Services)

(REVISED: September 25, 2014)

HPRP Budget Summary (Direct Services)		
	Original Budget (3/21/13)	**Revised Budget (9/25/14)**
Agency Administrative Cost	$ 4,077.00	**$ 4,077.00**
HMIS Integration, Data Collection and Reporting	$ 15,000.00	**$ 25,489.08**
Total	$ 19,077.00	**$ 29,489.08**

Agency ESG 2012 Detailed Project Budget
(Administration and HMIS)

HMIS PROGRAM NARRATIVE

In preparation of the H.E.A.R.T.H Act, EscaRosa Coalition on the Homeless, Inc. plans to expand HMIS into the catchment area of other continuums. HUD encourages all CoC's to merge with other continuums enabling the shared group whieh will reduce costs and provide a more regional picture of the homeless population. The HEARTH Act and the HMIS data standards for privacy suggest a greater emphasis on monitoring clients who are being served by the community. One of the steps ECOH plans to implement with the use of ESG dollars is to conduct background checks for its users. Below are detailed goals planned for the ESG allocation:

Goal: A. Privacy and Confidentiality

Objectives:

- **HMIS Staff will conduct background checks on all users of the system.**
- **HMIS staff will provide random security checks and monitoring of the system for the duration of the contract agreement.**
- **Increase expansion of HMIS by an estimate of 15% in the first year of the grant.**
- **Utilize SHP funds to cover initial user license and/or computer cost for non-sheltered agencies that provide mainstream services to Escambia and Santa Rosa County.**

Goal: B. Training

Objectives:

- **HMIS staff will conduct privacy/ethics training to targeted end users on a quarterly basis over the next 12 months.**
- **HMIS staff will review and report data quality issues to CoC and HMIS Committee on a monthly basis for the next 12 months.**
- **HMIS staff will provide quarterly data quality trainings to end users for the next 12 months.**
- **Hire additional staff to provide training and support to the HMIS Dedicated Project. Duties will include updating HMIS, data analysis, and ongoing training of new and current users.**
- **Provide and coordinate on-going training and technical support to current users for the next 12 months.**

Goal C. Systems Integration

Objectives:

- **Merge HMIS with the state of Alabama within/over the next 24 months.**
- **Merge HMIS with Panama City CoC within/over the next 24 months.**
- **HMIS staff will work to provide data for at least 3 Table Shells for AHAR 7 participation by the end of this grant cycle.**
- **HMIS staff will identify additional entities, (hospitals, prison re-entry programs, and churches), serving the chronically homeless and disenfranchised and help integrate these agencies into the HMIS during the next 12 months of the grant term.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6735 **County Administrator's Report 10. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: 2014/2015 HOME Program Interlocal Agreements with the City of Pensacola and Santa Rosa County
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2014/2015 Home Investments Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2014 Home Investment Partnerships Act (HOME) Program Grant (#M-14-DC-12-0225):

A. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with the City of Pensacola, providing for the utilization of $219,354 (including program and administrative support) in 2014 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of October 1, 2014;

B. Approve the Interlocal Agreement for Home Investment Partnerships Act Program with Santa Rosa County, providing for the utilization of $160,800 (including program and administrative support) in 2014 HOME funds, to support approved Homebuyer Assistance and related project management activities within Santa Rosa County, with an effective date of October 1, 2014; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fiscal Year 2015 Budget, Fund 147, HOME, Cost Center 220458]

BACKGROUND:

The Board approved submission of the Escambia Consortium 2014 Consolidated Plan for Housing and Community Development on July 24, 2014, including CDBG, HOME and ESG grant activities to be undertaken by the Consortium members (Escambia County, City of Pensacola and Santa Rosa County), and authorized the Chairman to execute documents necessary to receive and implement the 2014 CDBG, HOME and ESG Programs (see **Exhibit I** for Board resume).

The Plan, as approved by all participating jurisdictions and advertised for public information,

incorporated the planned utilization of 2014 HOME funds (see **Exhibit I**). With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about October 1, 2014. In order to prepare for implementation of the 2014 HOME Program activities, Agreements must be entered with the City of Pensacola (See **Exhibit II**) and Santa Rosa County (see **Exhibit III**) to provide for the utilization of the 2014 HOME allocations.

For background, the HOME Program was initiated in 1991 as a key element of the National Affordable Housing Act. The Program is designed to assist with production and preservation of affordable rental and owner occupied housing opportunities. The Board and City of Pensacola entered an Interlocal Consortium for purposes of receipt of the HOME funds in 1993 and Santa Rosa County joined the Consortium in 1994.

BUDGETARY IMPACT:

The total 2014 HOME Consortium funding is comprised of the $975,346 HOME allocation. The HOME funds are to be utilized as follows:

Jurisdiction	Activity	Total Program Funding
Escambia	Substantial Rehab/Reconstruction (Homeowner)	$241,867
Escambia	Down Payment/Closing Cost Assistance (Homebuyer)	$150,000
Pensacola	Substantial Rehab/Reconstruction (Homeowner)	$195,993
Santa Rosa	Down Payment/Closing Cost Assistance (Homebuyer)	$143,650
CHDO* Set-Aside	Affordable Housing Development (by designated CHDO)	$146,302
All Jurisdictions	Administration (10% maximum)	$ 97,534
	TOTALS	**$975,346**

* CHDO refers to a *Community Housing Development Organization* as defined in the HUD HOME Program Regulations.

The 2014 HOME funds are currently included in the County's Fiscal Year 2015 budget in Fund 147, Cost Center 220458. No County general revenue funds are required for the HOME Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreements have also been reviewed by the City Attorney’s Office and the Santa Rosa County Attorney’s Office.

PERSONNEL:

All project level activities will be managed jointly by the Neighborhood Enterprise Division of the Community & Environment Department, City of Pensacola Housing Office staff, and Santa Rosa County with the support of the Clerk's Finance Division and the City of Pensacola's Finance Office for respective financial matters. Such services are provided for in the HOME Grant administrative costs per contract. No additional County personnel or personnel reclassifications are associated with the Program or its implementation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Interlocal Agreements are required for participating jurisdictions and such Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Consolidated Plan and HOME activities contained therein and are aware of the award of the HOME Grant and impending Board acceptance thereof.

Attachments

Exhibit I

Exhibit II

Exhibit III

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of $1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of $975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of $136,359; and

B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

City of Pensacola

ESCAMBIA CONSORTIUM

2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) $ 975,346

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2014 HOME FUNDS PROJECTED **$ 975,346**

=======

Santa Rosa County

ESCAMBIA CONSORTIUM

2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) $ 975,346

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2014 HOME FUNDS PROJECTED **$ 975,346**

=======

EXHIBIT II

INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this **25th** day of **September, 2014**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA,** a municipality chartered in the State of Florida (**"CITY OF PENSACOLA"**), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

W I T N E S S E T H:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2014, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Office shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2014** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Community & Environment Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Office, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Office, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation, Homebuyer Assistance and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2014** HOME Program funding available to provide assistance to documented eligible, low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **$195,993.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	$195,993.00
Total	$195,993.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Office shall be

programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **$48,998.00** in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$23,361.00,** payable solely from funds currently available under the **2014 Escambia Consortium HOME Grant M-14-DC-12-0225**. Prior to requesting administrative funds from Escambia County, the City of Pensacola shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County (NED) administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2014 Escambia Consortium HOME Grant M-14-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Office, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Office shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson (or County Designee), Division Manager
Neighborhood Enterprise Division.
220 Palafox Place, Suite 200
Pensacola, Florida 325013
Phone: (850) 595-0022
E-mail: *wrwilker@myescambia.com*

and in the case of the City of Pensacola to:

Ashton J. Hayward, III, Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626
E-mail: ahayward@cityofpensacola.com

with a copy to the City of Pensacola
Housing Office Administrator (or City Designee)

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

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **October 1, 2014**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2014** HOME funds are fully expended and Grant **#M-14-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 13. Compliance with Public Records Laws.

The Parties shall each comply with Florida Public Records laws. The parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Escambia County's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

Approved as to form and legal sufficiency.
By/Title:
Date: 8/26/14

ATTEST: Pam Childers
Clerk of the Circuit Court

BY:_____
Deputy Clerk

(S EA L)

ESCAMBIA COUNTY, a political subdivision of the State of Florida, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

BCC Approved: September 25, 2014

CITY OF PENSACOLA, a Municipal corporation chartered in the State of Florida

ATTEST:

By: _____
Ashton J. Hayward, III, Mayor

_____
Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

_____
Marcie Whitaker, Housing Administrator

LEGAL IN FORM AND VALID AS DRAWN:

_____
City Attorney

EXHIBIT I

2014 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$ 97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) (Local match provided through limited SHIP funds and carry forward match balance)	$ 975,346
TOTAL 2014 HOME FUNDS	**$ 975,346**

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANYSUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PARTS 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace ;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA** Date: 10/1/14

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-14-DC-12-0225

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
Pensacola Housing Office
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____
Certifying Officer
Ashton J. Hayward, III, Mayor
City of Pensacola

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Ashton J. Hayward, III
Title: Mayor

HOME Investment Partnerships Act
(Project Name)
M-14-DC-12-0225
(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola (Housing Office)
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

(homecert.wpd)

EXHIBIT III

INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this 25th day of September, 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA,** a political subdivision of the State of Florida (**"SANTA ROSA COUNTY"**), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

W I T N E S S E T H:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both Counties are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2014, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2014 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Division ("NED") of the Escambia County Community & Environment Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2014** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **$143,650.00.** Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	$143,650.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **$36,000.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$17,150.00,** payable solely from funds currently available under the **2014 Escambia Consortium HOME Grant M-14-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's (NED), administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2014 Escambia Consortium HOME Grant M-14-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs

directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson (or County Designee), Division Manager
Neighborhood Enterprise Division.
220 Palafox Place, Suite 200
Pensacola, Florida 325013
Phone: (850) 595-0022
E-mail: wrwilker@myescambia.com

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

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

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **October 1, 2014**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2014** HOME funds are fully expended and Grant **#M-14-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

BCC Approved: September 25, 2014

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(S E A L)

SANTA ROSA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA

ATTEST:

By: _____
Jim Melvin, Chairman

_____
Mary M. Johnson
Clerk of Courts

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2014, BY A VOTE OF _____ YEAS, _____ NAYS AND _____ ABSENT.

EXHIBIT I

2014 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2014-2015 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

PROGRAM ACTIVITIES **FUNDING**

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$241,867**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

HOMEBUYER ASSISTANCE **$150,000**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$195,993**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **$143,650**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12-14 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$146,302**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable single family (owner), special needs or homeless housing units through activities of designated non-profit Community Housing Development Organizations (CHDO's) in the Escambia Consortium.

ADMINISTRATION/MANAGEMENT (JOINT) **$ 97,534**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2014 HOME Funds Available to the Consortium (Estimated) (Local match provided through limited SHIP funds and carry forward match balance)	$ 975,346
TOTAL 2014 HOME FUNDS	**$ 975,346**

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **SANTA ROSA COUNTY** Date: 10/1/14

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-14-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____
Jim Melvin, Chairman
Santa Rosa County
Board of County Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Jim Melvin, Chairman
Santa Rosa County Board of County Commissioners

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ **HOME Investment Partnerships Act (HOME)**

Name: Jim Melvin (Project Name)

Title: Chairman M-14-DC-12-0225

(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By:_____
Jim Melvin, Chairman
Board of County Commissioners

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6857 **County Administrator's Report 10. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Residential Painting Grant Program
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Residential Painting Grant Program - Keith Wilkins, Community & Environment Department Director

That the Board ratify the September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving the Residential Painting Grant Program, including specified eligibility income requirements, levels of Program assistance, and administrative provisions, as required to implement the Program for the benefit of eligible Escambia County property owners located within the County's designated six CRA Community Redevelopment Districts (CRD). The intent of the Program is to provide funding assistance for exterior painting improvements to the existing residential structures. An estimated budget of $60,000 will cover the initial expenses for this Program, which was not appropriated within the Fiscal Year 2014/2015 Budget.

[Funding: Fund 151, CRA, Cost Center 220515, Brownsville; Cost Center 220516, Warrington; Cost Center 220517, Palafox; Cost Center 220519, Barrancas; Cost Center 220520, Englewood; Cost Center 220521, Neighborhood Restoration]

BACKGROUND:

The CRA created this Residential Painting Grant programs to be implemented within the County's six Redevelopment districts. The implementation of this Program will help continue the Community Redevelopment Agency (CRA) mission to enhance the quality of life through neighborhood beautification. The intent of the Grant programs is to provide funding assistance for exterior painting improvements to the existing residential structures located within the County's designated CRA Community Redevelopment Districts (CRD). A copy of the Residential Painting Grant Program Application is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided through CRA Fund 151, Cost Centers 220515, 220516, 220517, 220519, 220520, and 220521.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration was needed for this Grant program.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant program.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Residential Painting Grant Program must be approved by the Board prior to awarding assistance for eligible improvements.

IMPLEMENTATION/COORDINATION:

Upon Board's approval of this Program, CED/CRA staff, in coordination with the property owner, will handle all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation.

Attachments

Residential Painting Grant Program

Residential Painting Grant Program

Escambia County Community Redevelopment Agency (CRA)

This program will provide a One-Time funding up to $2,000 Grant for the property owner as detailed below.

Program Intent

The intent of the Residential Painting Grant Program is to provide funding assistance for exterior painting improvements to the existing residential structures located within the County's designated CRA Community Redevelopment Districts (CRD).

Program Eligibility

Residential Painting Grant Program grants funding for property improvements shall apply to the following:

- Location: Properties must be located within one of the following County's designated CRDs: Barrancas, Brownsville, Cantonment, Englewood, Palafox, and Warrington.
- Ownership: Applicant(s) must be the property owner(s) and must sign the Grant Program application and any other related documents. Applicant will be responsible for maintaining the improvements upon completion.
- Application: Applications are accepted on a first come, first serve basis. This is a one-time funding approval for the property. Grant funds cannot be used on properties that have judgment liens, any code violations, and delinquent taxes.
- Design Review: Grant Application must be approved for appropriateness before any improvements can begin.

Criteria for Project Selection:

- Exterior Painting only
- Prep Work (ex. Stripping, sanding, minor wood repair/replacement, pressure washing, etc.)
- Painting Contractor will be licensed.
- Pre-selected shades of color will be provided by the CRA.

Documents Needed

- Copy of Deed
- Copy of Homestead Exemption Card or latest Property Tax Bill
- Valid Driver's License or Photo ID
- Copy of Social Security Card for all household members
- Income Verification (letter from Social Security, VA, etc) for all household members
- Employment Verification for all household members 18 and older

Residential Painting Grant Program Requirements:

Owner Match: (based on household income)

- **Household Income greater than 80% of Pensacola Area Median:**
  50 Percent: Painting Grant Program funding may not exceed 50% of the total cost of the project or $1,000; whichever is less. The property owner must expend one dollar into the project for every CRA dollar committed to the project.
  (Example: $2,000 total project cost = $1,000 property owner contribution + $1,000 CRA Grant)

- **Household Income between 51% and 80% of Pensacola Area Median:**
  25 Percent: Painting Grant Program funding may not exceed 75% of the total cost of the project or $1,500; whichever is less. The property owner must expend one dollar into the project for every three (3) CRA dollars committed to the project.
  (Example: $2,000 total project cost = $500 property owner contribution + $1,500 CRA Grant)

- **Household Income below 50% of Pensacola Area Median:**
  0 Percent: Painting Grant Program funding may not exceed 100% of the total cost of the project or $2,000; whichever is less. No owner contribution is required for this income category; however the owner shall be responsible for maintaining the improvements upon completion.
  (Example: $5,000 total project cost = $0 property owner contribution + $5,000 CRA Grant)

Residential Painting Grant Program Application
may be obtained at the CRA office located at
221 Palafox Place, Old Court House, Suite 305
Pensacola, Florida 32502
(850) 595-3217 or (850) 595-3538
website: www.myescambia.com

APPLICATION TO: COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL PAINTING GRANT PROGRAM
ESCAMBIA COUNTY
221 PALAFOX PLACE
PENSACOLA, FL 32502

DATE OF APPLICATION: _____

ADDRESS OF PROJECT:

_____

APPLICATION IS HEREBY MADE FOR PROJECT AS DESCRIBED HEREIN:

_____

_____

INDICATE COLOR OF PAINT:

_____ HOUSE _____TRIM

LEGAL DESCRIPTION:

_____

_____

_____

ATTACH REQUIRED ADDITIONAL INFORMATION:

1. PROOF OF OWNERSHIP (E.G. DEED, ETC.)
2. ANY ADDITIONAL INFORMATION REQUESTED BY THE CRA

NAME & MAILING ADDRESS OF OWNER/APPLICANT:
(PLEASE PRINT)

_____

_____

_____

SIGNATURE(S) OF PROPERTY OWNER(S)

_____

_____

TELEPHONE #_____ FAX # _____ DATE _____

For office use only:

FUNDING SOURCE: _____

COST CENTER: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

COMMUNITY & ENVIRONMENT DEPARTMENT
221 Palafox Place
Pensacola, Florida 32502
Phone: (850) 595-3217
Fax: (850) 595-3218
www.myescambia.com

RESIDENTIAL PAINTING GRANT PROGRAM
Memorandum of Understanding

I, the grantee, understand that work cannot commence on any portion of the Painting Grant Program project prior to receiving approval of the grant funds from the Community Redevelopment Agency (CRA). Written notification to proceed will be provided to the Grantee by the CRA.

_____ _____
Grantee Signature Date

_____ _____
CRA Program Administrator Date

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

COMMUNITY & ENVIRONMENT DEPARTMENT
221 Palafox Place
Pensacola, Florida 32502
Phone: (850) 595-3217
Fax: (850) 595-3218
www.myescambia.com

Income Limits by Household Size

ESCAMBIA COUNTY
2014 INCOME GUIDELINES

# PERSON IN FAMILY	50%	60%	70%	80%
1	20,450	24,540	28,650	32,700
2	23,400	28,080	32,750	37,400
3	26,300	31,560	36,800	42,050
4	29,200	35,040	40,900	46,700
5	31,550	37,860	44,150	50,450
6	33,900	40,680	47,450	54,200
7	36,250	43,500	50,750	57,950
8	38,550	46,260	53,950	61,650
9	40,900	49,100	57,250	65,450
10	43,200	51,850	60,450	69,100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6854 **County Administrator's Report 10. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreement between Escambia County CRA and Prenecker and Marie L. Jackson, the owners of residential property located at 109 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,287, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection;

2. The Agreement between Escambia County CRA and Maggie M. Buchanan, the owner of residential property located at 1220 El Paso Circle, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of $5,729, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for windows and roof replacement; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows

1. Prenecker and Marie L. Jackson, Barrancas TIF, Cost Center 220519, in the amount of $1,287
2. Maggie M. Buchanan, Palafox TIF, Cost Center 220517, in the amount of $5,729

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 & Environment 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, 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

Agreements-P&MJackson-Sept 2014

Agreement-M.Buchanan-Sept 2014

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25st** day of **September 2014,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Prenecker and Marie L. Jackson,** (the "Recipient(s)"), owner of residential property located at **109 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,287**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,287**, which shall be comprised of a cash contribution of **$1,287.**

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 **25th** day of **September 2014**, and the Project shall be complete on or before the **25th** day of **December 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Prenecker and Marie L. Jackson
109 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/4/14

For: Board of County Commissioners of Escambia County

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Prenecker Jackson, Property Owner

_____
Marie L. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Prenecker Jackson, Property Owner. He (__) is personally known to me or (X) has produced FLDL J250-...361-0 as identification.

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Marie L. Jackson, Property Owner. She (__) is personally known to me or (X) has produced FLDL J250-...799-0 as identification.

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Prenecker and Marie L. Jackson**
Property Address: **109 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Prenecker and Marie L. Jackson	**109 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-040-001**

Total Amount of Lien **$1,287**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Prenecker Jackson

Prenecker Jackson, Property Owner

Marie Jackson

Marie L. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Prenecker Jackson, Property Owner. He (__) is personally known to me or (X) has produced FLDL J250... 361-0 as identification.

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Marie L. Jackson, Property Owner. She (__) is personally known to me or (X) has produced FLDL J250 ... 799-0 as identification.

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/4/14

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection

Prenecker and Marie L. Jackson – 109 Lakewood Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **September 2014,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Maggie M. Buchanan,** (the "Recipient"), owner of residential property located at **1220 El Paso Circle,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,729**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,729**, which shall be comprised of a cash contribution of **$5,729**.

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 **25th** day of **September 2014**, and the Project shall be complete on or before the **25th** day of **December 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Maggie M. Buchanan
1220 El Paso Circle
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/19/14

For: Board of County Commissioners of Escambia County

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Maggie M. Buchanan

Maggie M. Buchanan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of August, 2014 by Maggie M. Buchanan, Property Owner. She (__) is personally known to me or (X) has produced FLDL B255...63-20 as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Maggie M. Buchanan**
Property Address: **1220 El Paso Circle, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Windows and Roof Replacement.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Maggie M. Buchanan	**1220 El Paso Circle Pensacola, FL 32505**	**09-2S-30-1000-011-006**

Total Amount of Lien **$5,729**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Maggie M. Buchanan

Maggie M. Buchanan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of August, 2014 by Maggie M. Buchanan, Property Owner. She (__) is personally known to me or (X) has produced FLDLB255...632-0 as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title:

Date: 8/19/14

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Windows & Roof Replacement

1220 El Paso Circle – Maggie M. Buchanan

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6855 **County Administrator's Report 10. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Nine Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owner	Address	Amount
James G. Cantrell	803 Rue Max Street	$1,365
Edward and Kirsten Germann	1202 Wilson Avenue	$832
Billy and Janice Crouch	208 Brandywine Road	$1,250
Sara Ioakim	123 Marine Drive	$1,129
Robert Thompson	103 Fleet Road	$995
Ted Simmons	1420 Wilson Avenue	$925
David W. Fichter	9 Brandywine Road	$1,087
John and Belle Welk	406 Southeast Syrcle Drive	$5,295
Mark and Mary Creighton	1200 Wilson Avenue	$1,075

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

Attachments

Lien Cx-J.Cantrell-Sept 2014
Lien Cx-E&KGermann-Sept 2014
LienCx-B&JCrouch-Sept 2014
LienCx-S.Ioakim-Sept 2014
LienCx-R.Thompson-Sept 2014
LienCx-T.Simmons-Sept 2014
LienCx-D.Fitcher-Sept 2014
LienCx-J&BWelk-Sept 2014
LienCx-M&MCreighton-Sept 2014

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,365**, executed by **James G. Cantrell** and recorded in Official Record Book **7078** at pages **1845-1846**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.
By/Title:
Date: 8/25/14

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Recorded in Public Records 09/24/2013 at 09:06 AM OR Book 7078 Page 1845, Instrument #2013072568, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50

ESCAMBIA COUNTY
CLERK'S ORIGINAL
9/16/2013 CAR II-4

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James G. Cantrell	**803 Rue Max Street, Pensacola, FL 32507**	**50-2S-30-5012-090-025**

Date: 9/18/2013 Verified By: Ottawa

Total Amount of Lien **$1,365**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

James G. Cantrell

James G. Cantrell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of August, 2013 by James G. Cantrell, Property Owner. He ( ) is personally known to me or (✓) has produced Florida Drivers License as identification.

CAROLYN M. BARBOUR
MY COMMISSION # EE 200757
EXPIRES: May 21, 2016
Bonded Thru Notary Public Underwriters

(Notary Seal)

Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino

Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 9-17-2013

BCC Approved: 9-10-2013

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:
Date: 8/25/13



Barrancas District

803 Rue Max Ave.

Sanitary Sewer Connection

Total $2,730



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$832**, executed by **Edward P. and Kirsten B. Germann** and recorded in Official Record Book **7074** at pages **1846-1847**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
8/20/2013 CAR II-3

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991 1 09/13/2013 at 01:45 PM
OFF REC BK: 7074 PG: 1546 - 1547 Doc T
RECORDING $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Edward P. and Kirsten B. Germann	**1202 Wilson Avenue Pensacola, FL 32507**	**50-2S-30-5000-025-012**

Total Amount of Lien **$832**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/22/2013 Verified By: DH

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

Edward P. Germann, Property Owner

Kirsten B. Germann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by **Edward P. Germann**, Property Owner. He (X) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by **Kirsten B. Germann**, Property Owner. She (X) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

Carol Harris
Printed Name of Notary Public

CAROL HARRIS
MY COMMISSION # EE179027
EXPIRES: March 13, 2016

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: Doris Harris
Deputy Clerk

Date Executed: August 20, 2013

BCC Approved: 08-20-2013

This instrument prepared by:
Clara Long, CRA Division Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kellual, ACA
Date: 7/22/13



Barrancas District

1202 Wilson Ave.

Sanitary Sewer Connection

Total $1,664



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,250**, executed by **Billy N. and Janice Crouch** and recorded in Official Record Book **7074** at pages **1842-1843**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
8/20/2013/CAR II-2

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013069909 09/13/2013 at 01:45 PM
OFF REC BK: 7074 PG: 1842 - 1843 Doc T
RECORDING: $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Billy N. and Janice J. Crouch	**208 Brandywine Road Pensacola, FL 32507**	**50-2S-30-5010-006-022**

Verified By: BHanna
Date: 8/22/2013

Total Amount of Lien **$1,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

Billy N. Crouch

Billy N. Crouch, Property Owner

Janice J. Crouch

Janice J. Crouch, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of July, 2013 by **Billy N. Crouch**, Property Owner. He (__) is personally known to me or (✓) has produced Flic. C620-142-0 as identification.

The foregoing instrument was acknowledged before me this 19th day of July, 2013 by **Janice J. Crouch**, Property Owner. She (__) is personally known to me or (✓) has produced FLlic.C620-144-0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Clara F. Long

Signature of Notary Public

Clara F. Long

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Doris Harris

Deputy Clerk

Date Executed: August 20, 2013

BCC Approved: 08-20-2013

This instrument prepared by:
Clara Long, CRA Division Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Asst. Co. Atty

Date: 7/22/13



Barrancas District

208 Brandywine Rd.

Sanitary Sewer Connection

Total $2,500



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,129**, executed by **Sara Ioakim** and recorded in Official Record Book **7074** at pages **1850-1851**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
7/25/2013 CAR II-25

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991 3 09/13/2013 at 01:45 PM
OFF REC BK: 7074 PG: 1850 - 1851 Doc Ty
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Sara Ioakim	**123 Marine Drive** **Pensacola, FL 32507**	**50-2S-30-5010-014-020**

Total Amount of Lien **$1,129**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: DT Date: 7/29/2013

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Sara Ioakim

Sara Ioakim, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2013 by **Sara Ioakim**, Property Owner. She (__) is personally known to me or (✓) has produced FLDL I250..,35..0 as identification.

(Notary Seal)

SARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
1-800-3-NOTARY
Notary Discount Assoc. Co.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

Date Executed: 7/25/2013

BCC Approved: 7/25/2013

Approved as to form and legal sufficiency.

By/Title:
Date: 7/11/13

This instrument prepared by:
David Forte, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

123 Marine Drive

Sanitary Sewer Connection

Total $2,258



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$995**, executed by **Robert Thompson** and recorded in Official Record Book **7077** at pages **756-757**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/25/18

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Recorded in Public Records 09/19/2013 at 10:56 AM OR Book 7077 Page 756, Instrument #2013071560, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50

ESCAMBIA COUNTY
CLERK'S ORIGINAL
7/25/2013 CAR II-26

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Robert Thompson	**103 Fleet Road** **Pensacola, FL 32507**	**50-2S-30-5010-012-021**

Total Amount of Lien **$995**

Verified By: Date: 7/29/2013

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Robert Thompson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July, 2013 by **Robert Thompson**, Property Owner. He ( ) is personally known to me or (✓) has produced FL Lic. T512-...-3...0 as identification.

(Notary Seal) CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 Fl. Notary Discount Assoc. Co.

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Gene M. Valentino, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

By: Deputy Clerk

Date Executed: 7/25/2013

BCC Approved: 7/25/2013

This instrument prepared by:
David Forte, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:

Date: 6/19/13



Barrancas District

103 Fleet Rd.

Sanitary Sewer Connection

Total $1,990



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$925**, executed by **Ted Simmons** and recorded in Official Record Book **7074** at pages **1844-1845**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
7/25/2013/CAR II-18

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991009132013 at 01:45 PM
OFF REC BK: 7074 PG: 1844 - 1845 Doc T
RECORDING: $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Ted Simmons	**1420 Wilson Avenue Pensacola, FL 32507**	**50-2S-30-5000-014-008**

Total Amount of Lien **$925**

Verified By: Athena
Date: 7/29/2013

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Ted W. Simmons

Ted Simmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of June, 2013 by **Ted Simmons**, Property Owner. He (__) is personally known to me or (✓) has produced Florida Driver License as identification.

Carolyn Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

(Notary Seal)

CAROLYN M. BARBOUR
MY COMMISSION # EE 200757
EXPIRES: May 21, 2016
Bonded Thru Notary Public Underwriters

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

Doris Harris
Deputy Clerk

Date Executed: 7/25/2013

BCC Approved: 7/25/2013

This instrument prepared by:
David Forte, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/10/13



Barrancas District

1420 Wilson Ave.

Sanitary Sewer Connection

Total $1,850



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,087**, executed by **David W. Fichter** and recorded in Official Record Book **7074** at pages **1848-1849**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/20/2013 CA.II-2

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991209 10 2013 at 01:45 PM
OFF REC BK 7074 PG 1848 - 1849 Doc T
RECORDING $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David W. Fichter	**9 Brandywine Road** **Pensacola, FL 32507**	**50-2S-30-5010-016-021**

Total Amount of Lien **$1,087**

Date: 6/24/2013 Verified By: J.B. Caren

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of Grants funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

David W. Fichter, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2013 by **David W. Fichter**, Property Owner. He/She (He) is personally known to me or (___) has produced FL Drivers License as identification.

Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

(Notary Seal)

CAROLYN M. BARBOUR
MY COMMISSION # EE 200757
EXPIRES: May 21, 2016
Bonded Thru Notary Public Underwriters

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____ Deputy Clerk

Date Executed: 10/20/2013

BCC Approved: 10/20/2013

This document approved as to form and legal sufficiency.
By _____
Title ACA
Date 5/8/13

This instrument prepared by:
Clara Long, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Barrancas District

9 Brandywine Rd.

Sanitary Sewer Connection

Total $2,174



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,295**, executed by **John L. and Belle S. Welk** and recorded in Official Record Book **7074** at pages **1852-1853**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/25/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
4/18/2013 CAR II-10

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991409/13/2013 at 01:45 PM
OFF REC BK: 7074 PG: 1852 - 1853 Doc T
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
John L. and Belle S. Welk	**406 Southeast Syrcle Drive Pensacola, FL 32507**	**50-2S-30-6090-449-021**

Total Amount of Lien **$5,295**

Date: 4/22/2013 Verified By: DHavis

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of Grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

John L. Welk

John L. Welk, Property Owner

Belle S. Welk

Belle S. Welk, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March, 2013 by **John L. Welk**, Property Owner. He (__) is personally known to me or (✓) has produced FLDL W420-36-0 as identification.

The foregoing instrument was acknowledged before me this 27th day of March, 2013 by **Belle S. Welk**, Property Owner. She (__) is personally known to me or (✓) has produced FLDL W420-45-0 as identification.

(Notary Seal)

CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Clara F Long

Signature of Notary Public

Clara F Long

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

Date Executed: 4/18/2013

BCC Approved: 4/18/2013

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 3/21/13



Warrington District

406 SE Syrcle Dr.

Reroofing & Windows

Total $10,590



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,075**, executed by **Mark & Mary Creighton** and recorded in Official Record Book **7074** at pages **1854-1855**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/29/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

ESCAMBIA COUNTY
CLERK'S ORIGINAL
1/25/2013 CAR II-19

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201306991509132013 at 01:45 PM
OFF REC BK: 7074 PG: 1854 - 1856 Doc T
RECORDING $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mark & Mary Creighton	**1200 Wilson Avenue Pensacola, FL 32507**	**50-2S-30-5000-026-012**

Total Amount of Lien **$1,075**

Date: 1/29/2013 Verified By: Athena

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mark Creighton, Property Owner

Mary Creighton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of June, 2013 by **Mark Creighton**, Property Owner. He (__) is personally known to me or (✓) has produced FL Driver License as identification.

The foregoing instrument was acknowledged before me this 24th day of June, 2013 by **Mary Creighton**, Property Owner. She (__) is personally known to me or (✓) has produced FL Driver License as identification.

Signature of Notary Public

(Notary Seal)

Carolyn M. Barbour
Printed Name of Notary Public

CAROLYN M. BARBOUR
MY COMMISSION # EE 200757
EXPIRES: May 21, 2016
Bonded Thru Notary Public Underwriters

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 7/25/2013

BCC Approved: 7/25/2013

This instrument prepared by:
David Forte, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/19/13



Barrancas District

1200 Wilson Ave.

Sanitary Sewer Connection

Total $2,150



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6856 **County Administrator's Report 10. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3420 Barrancas Avenue
From: Keith Wilkins
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3420 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following September 25, 2014, 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 Program Funding and Lien Agreements for the property located at 3420 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kathleen A. Richardson, the owner of commercial property located at 3420 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $10,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for parking lot improvement; and

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

BACKGROUND:

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301, and/or NED 2010 CDBG, Fund 129, Cost Center 220435, 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 & Environment 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, will handle all implementation tasks.

Attachments

Agreements-KRichardson-Sept 2014

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **September 2014,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kathleen A. Richardson,** (the "Recipient"), owner of commercial property located at **3420 Barrancas Avenue,** 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 **$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$10,000,** which shall be comprised of a cash contribution of **$10,000.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **September 2014**, and the Project shall be complete on or before the **25th** day of **December 2014,** (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:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Kathleen A. Richardson
3420 Barrancas Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/4/14

For: Escambia County
Board of County Commissioners

By: _____

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: _____

BCC Approved: _____

For Recipient:

Kathleen A. Richardson

Kathleen A. Richardson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August 2014 by Kathleen A. Richardson, Property Owner. She (____) is personally known to me or (✓) has produced FL Drivers Lic R263-501-48-700-0 as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Kathleen A. Richardson**
Property Address: **3420 Barrancas Avenue, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Parking lot improvement.

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.
Kathleen A. Richardson	**3420 Barrancas Avenue Pensacola, Florida 32507**	**59-2S-30-1000-001-911**

Total Amount of Lien **$10,000**

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:

Kathleen A. Richardson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Kathleen A. Richardson, Property Owner. She (____) is personally known to me or (✓) has produced FL Drivers Lic R263-501-48-760-0 as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 8/4/14

For: **Escambia County**
Board of County Commissioners

By: _____
Lumon J. May, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502



Parking Lot Improvements
Kathleen Richardson– 3420 Barrancas Avenue

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6816 **County Administrator's Report 10. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval of Fiscal Year 2014-2015 Mosquito Control Division Annual Contractual Services Agreement #021303
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2014-2015 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Fiscal Year 2014-2015 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #021303, for Mosquito Control:

A. Approve the annual Contractual Services Agreement with an effective date of October 1, 2014, through September 30, 2015, in the amount of $31,540; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds]

BACKGROUND:

Florida Statutes, Chapter 388, and Florida Administrative Code, Chapter 5E-13, authorized the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual Contractual Services Agreement provides for State Grant Funding to be distributed to Escambia County Mosquito Control Division.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contractual Services Agreement was reviewed by Kristin Hual, Assistant County Attorney, and was found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required when entering into Contract Agreements. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

The Mosquito Control Division management will ensure that Escambia County complies with the annual Contractual Services Agreement and performs all activities required.

Attachments

Annual Contractual Service Agreement

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CONTRACTUAL SERVICES AGREEMENT

FDACS [illegible] ACT #
02303

This AGREEMENT, made and entered into this 25 day of September 2014 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the Board of County Commissioners Escambia County, Florida acting for and on behalf of the Escambia County Mosquito Control, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2014 through September 30, 2015.

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

An operational work plan on FDACS Form 13666 entitled "Operational Work Plan for Mosquito Control", and a detailed work plan on FDACS Form 13623 entitled "Detailed Work Plan Budget – Arthropod Control" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2014.

Following approval of the work plan and detailed work plan budget by the Department, two notarized (certified) copies of the CONTRACTOR's certified budget on FDACS Form 13617, entitled "Annual Certified Budget for Arthropod Control" shall be submitted to the Department not later than September 30, 2014. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on FDACS Form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department. The certified budget shall show all estimated cash carry-over amounts as a beginning cash balance. When the estimated cash carry-over amount in any fund is less than the actual cash carry-over amounts, a budget amendment shall be submitted to account for the additional amount of funds.

Budget amendments on FDACS Form 13613, entitled "Arthropod Control Budget Amendment," shall be prepared and submitted to the Department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

Not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st), the CONTRACTOR shall submit a monthly financial report to the Department on FDACS Form 13663, entitled "Mosquito Control Monthly Report" for Local Funds and FDACS Form 13650 entitled "Mosquito Control Monthly Report" for State Funds. CONTRACTOR shall submit two (2) copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by the program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, Florida Statutes, shall continue to submit financial reports as required by Rule 5E-13.027(3), Florida Administrative Code, until funds received under this program are exhausted.

CONTRACTOR shall complete and submit FDACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st). If there is no activity in any given month, CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes.

All purchases of supplies, materials and equipment by CONTRACTOR shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to CONTRACTOR here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and CONTRACTOR. The plan and budget may be amended at any time upon prior approval of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year. No State funds may be placed in a reserve account.

All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statues, and recorded on FDACS Form 13666 entitled "Operational Work Plan For Mosquito Control".

Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.

State funds, supplies, and services shall be made available to CONTRACTOR by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying CONTRACTOR and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.

Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of the state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt CONTRACTOR, as a non-state entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance to CONTRACTOR or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

_____
Please Initial

This Agreement shall be executed and returned to the Department not later than October 1, 2014.

Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Intellectual property is subject to the following additional provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

B. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

C. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330.

The Department will pay the CONTRACTOR in arrears as follows:

An amount not to exceed $31,540.00 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: Contractors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

It is mutually understood and agreed that this contract is:

A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

A. 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 indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. 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 provisions of OMB Circular A-133, as revised, will meet these requirements.

B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

C. If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

(a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(c) Other federal agencies and pass-though entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and

b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Stacey D. Reese and is located at **Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS-C-41, Tallahassee, Florida 32399-1650.**

The Contract Manager for the Contractor is Escambia County for Escambia County Mosquito Control District and is located at 611 Highway 297A, Cantonment, Fl 32533.

Signed by parties to this agreement:

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida

Signature

Director of Administration
Title

8.26.14
Date

CONTRACTOR:
Board of County Commissioners Escambia County, Florida acting for and on behalf of the Escambia County Mosquito Control

Signature Lumon J. May, Chairman

Title

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and le
sufficiency.
By/Title:
Date: 9/5/14

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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. ***First applicable compliance requirement (e.g., what services/purposes resources must be used for).***

2. ***Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).***

3. ***Etc.***

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program I, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Awarding Agency: Florida Department of Agriculture and Consumer Services

Title: MOSQUITO CONTROL (Arthropod Control/Mosquito Control State Aid)

Project Amount: not to exceed $31,540.00

CSFA#: 42003

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6866 **County Administrator's Report 10. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Security at the Central Booking and Detention Facility
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Security at the Central Booking and Detention Facility - Jack R. Brown, County Administrator

That the Board approve Change Order #2 to Purchase Order 141271-1, Securitas Security Services, USA, in the amount of $15,000, bringing the total of this Purchase Order to $60,000. Securitas Security Services, USA, has provided security 24 hours a day, seven days a week at the Central Booking and Detention Facility, for the period of May 19, 2014, through September 30, 2014.

[Funding: General Fund 001, Cost Center 330491, Object Code 53401]

BACKGROUND:

Due to the explosion that took place on Wednesday night, April 30, 2014, at the Central Booking and Detention Center, security at the site has been maintained 24-hours a day, 7 days a week. Initially, while the ATF and the State Fire Marshall's Office were conducting their investigations, the Escambia County Sheriff's Department kept the site secure. After the State Fire Marshall's Office deemed the building unsafe to enter, the Escambia County Sheriff's Department turned the security over to the Board. Prior to the Board accepting security of the site, a fence was installed around the property and Securitas Security Services, USA, was hired to provide security 24-hours a day, 7 days a week.

BUDGETARY IMPACT:

The estimated cost of security for the period of May 19, 2014 through September 30, 2014, is $60,000.00. The estimated cost to maintain security at the site from October 1, 2014 until the site is deemed safe is approximately $12,500.00 per month.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Administrator's Office is working closely with the County Attorney's Office and Facilities Management in handling the security at the site.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The County Administrator's Office is working with the County Attorney's Office and Facilities Management to maintain security at the site. The County Administrator's Office is processing the invoices that are submitted by Securitas Security Services, USA.

Attachments

Change Order #2 Securitas

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: LSA 2014-03 96(Vendor Name: Exhibit A
Project Number: _____
Department: BCC/CAO P.O. No. 141271-1 C.O. No. 2
P.D. No.: _____ Date: 09/16/14

Notes for Modifying the Scope of Award:

To cover additional costs associated with having 24-hour a day, 7 days a week security at the Central Booking and Detention Facility for the period of May 19, 2014 through September 30, 2014.

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment _____ Amount: $15,000.00
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Adding Dollars to Line Item No. _____ Quantity Adjustment _____ Amount: _____
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: $45,000.00
Net Dollars added or subtract: $ 15,000.00
New Purchase Order Total Dollars: $60,000.00

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
330491	53401		$15,000.00	$60,000.00

☐ Check if applicable: 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.

Request Prepared By:

Contract Administrator' s Certification & Approval _____ **Date** _____ _____

Office of Purchasing Review: Agent _____ **Date** _____ **Division Manager** _____ **Date** _____

County Administrator's Approval _____ **Date** _____

F0020 (Revised 1-29-08)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6804 **County Administrator's Report 10. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Contract PD 10-11.065 "General Paving and Drainage Pricing Agreement"
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action on Contract #PD 10-11.065, General Paving and Drainage Pricing Agreement:

A. Approve the final 12-month extension, effective October 1, 2014, on the Unit Price Contract #PD 10-11.065, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. APAC Mid-South, Inc. - Unit Price changes requested;
2. Gulf Atlantic Constructors, Inc. - No Unit Price changes requested;
3. Heaton Brothers Construction Co., Inc. - Unit Price changes requested;
4. Panhandle Grading and Paving, Inc. - Unit Price changes requested;
5. Roads, Inc., of NWF - Unit Price changes requested; and
6. Utility Services Co., Inc. - Unit Price changes requested;

B. Authorize the subject Contract for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46, of the Escambia County Code of Ordinances, during Fiscal Year 2014-2015.

[Funding Source: Various Funds, Cost Centers, and Project Numbers]

BACKGROUND:

The Board approved this Unit Price Contract PD 10-11.065 "General Paving and Drainage Pricing Agreement" on September 15, 2011, for a period of 36 months. On September 16, 2013, the Board approved a one year extension. This will be the final contract extension for this Contract.

The contract provides for a price adjustment on a twelve month basis. Five vendors (Panhandle Grading and Paving, Inc., APAC Mid-South, Inc., Heaton Brothers Construction Co., Inc., Roads, Inc., of NWF, and Utility Services Co., Inc.), submitted requests for price increases for this Contract.

This Contract provides for small-scale paving and drainage projects up to $350,000 each, and meets the Florida Statutes relating to competitive sealed bids for road paving while allowing for the expedition of award for such projects.

BUDGETARY IMPACT:

Funds are available in Various Funds, Cost Centers and Project Numbers.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Public Works Department, Engineering/Infrastructure Division, shall perform the function of Contract Administration and Management, with the assistance of the Office of Purchasing for specific needs.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Escambia County, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

APAC
Gulf Atlantic 073114
Gufl Atlantic 080414
Heaton Brothers 073114
Heaton Brothers 081914
Panhandle Grading
Roads 073114
Roads 080414
Utility Services 073114
Board Action 091511
Board Action 091613

MIDSOUTH PAVING INC.
AN OLDCASTLE COMPANY

JULY 31, 2014

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

RE: Pricing Agreement Spreadsheet GPAD_PD 10-11.065_Oct 2014-Sept 2015_06-25-14.

Mrs. Elizabeth Bush:

Enclosed is our proposal for the above referenced project. If you need anything further, please do not hesitate to contact our office.

Sincerely,

Matthew C. Waite
Project Manager

Project Name ?	PD10-11.065 General Paving and Drainage Pricing Agreement Valid From October 1, 2014 till September 30, 2015				Midsouth paving	
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	**00100**	**Performance Bond**				
01100-	00101	Performance Bond	1	Per $1000	$8.00	$ -
02000-	*Equipment*					
02100-	**00100**	**Mobilization**				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$1,200.00	$1,200.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$1,350.00	$1,350.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	$2,500.00	$2,500.00
02100-	00104	Mobilization, 46 + Miles	1	EA	$2,850.00	$2,850.00
02100-	00105	Demobilize	1	EA	$1,500.00	$1,500.00
02100-	00106	Remobilize	1	EA	$1,500.00	$1,500.00
03000-	*Clearing and Grubbing*					
03100-	**00100**	**Removal of Items**				
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	$6,316.00	$6,316.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	$2.63	$2.63
03100-	00103	Remove Shrubs	1	EA	$52.63	$52.63
03100-	00104	Remove Tree, less than 12"	1	EA	$105.26	$105.26
03100-	00105	Remove Tree, 13"-24"	1	EA	$315.79	$315.79
03100-	00106	Remove Tree, 25"-36"	1	EA	$526.32	$526.32
03100-	00107	Remove Tree, 37"-48"	1	EA	$1,263.16	$1,263.16
03100-	00108	Remove Tree, over 48"	1	EA	$1,578.95	$1,578.95
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	$0.26	$0.26
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	$450.00	$450.00
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$300.00	$300.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$245.00	$245.00
03100-	00113	Relocate existing standard mailbox	1	EA	$105.26	$105.26
04000-	*Earthwork*					
04100-	**00100**	**Cut and Fill**				
04100-	00101	Earthwork Excavation by machine, County Specs 2300	1	CY	$5.35	$5.35
04100-	00102	Earthwork Excavation by hand, County Specs 2300	1	CY	$30.00	$30.00
04100-	00103	Earthwork Fill, County Specs 2300	1	CY	$8.25	$8.25
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	$10.00	$10.00
04100-	00105	3" Top Soil	1	SY	$1.90	$1.90
04100-	00106	Earthwork Establishing Grade, County Specs 2300	1	SY	$1.00	$1.00
04100-	00107	Re-establish Grade on Ditch, County Specs 2300	1	SY	$2.00	$2.00
04100-	00108	Remove and Replace Unsuitable Materials	1	CY	$15.00	$15.00
04100-	00109	Final grading and seal rolling prior to paving	1	SY	$0.99	$0.99
04100-	00110	Stabilization Mat Type R-1	1	SY	$5.00	$5.00
04100-	00111	Stabilization Mat Type R-2	1	SY	$5.00	$5.00
04100-	00112	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	$0.75	$0.75
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	$0.75	$0.75
04100-	00114	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	$300.00	$300.00
04100-	00115	Dewatering, Sheet Piles, 8' Depth	1	LF	$115.00	$115.00
04100-	00116	Dewatering, Well Point	1	LF	$23.68	$23.68

04100-	00117	Dewatering, Trench	1	LF	$23.68	$23.68
04100-	00118	Dewatering Pump	1	Day	$236.84	$236.84
04200-	**00100**	**Ponds**				
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	$13.68	$13.68
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	$2,631.58	$2,631.58
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	$2,631.58	$2,631.58
04200-	00104	Filter Sand	1	CY	$18.95	$18.95
04200-	00105	Filter Gravel	1	CY	$58.95	$58.95
04200-	00106	Grade Pond Slopes	1	SY	$1.30	$1.30
05000-	***Asphalt***					
05100-	**00100**	**Delivery Only**				
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, delivery only, up to 15 miles	1	TON	$60.00	$60.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, delivery only, 16-30 miles	1	TON	$70.00	$70.00
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only, over 30 miles	1	TON	$75.00	$75.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, delivery only, up to 15 miles	1	TON	$59.00	$59.00
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, delivery only, 16-30 miles	1	TON	$69.00	$69.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, delivery only, over 30 miles	1	TON	$74.00	$74.00
05100-	00107	FDOT, Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, up to 15 miles	1	TON	$92.50	$92.50
05100-	00108	FDOT, Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, 16-30 miles	1	TON	$100.00	$100.00
05100-	00109	FDOT, Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, over 30 miles	1	TON	$102.11	$102.11
05200-	**00100**	**Roadway**				
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	$8.54	$8.54
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	$5.27	$5.27
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	$10.93	$10.93
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	$5.70	$5.70
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	$8.22	$8.22
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	$6.93	$6.93
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	$28.76	$28.76
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	$13.99	$13.99
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	$6.01	$6.01
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	$2.94	$2.94
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	$7.38	$7.38
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	$3.52	$3.52
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	$7.38	$7.38
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	$3.67	$3.67
05300-	**00100**	**Driveway**				
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	$12.03	$12.03
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	$12.03	$12.03
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	$25.00	$25.00
05400-	**00100**	**Curbs, Flumes, Swales**				
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	$75.00	$75.00
05400-	00102	Install Asphalt Curbs	1	LF	$18.00	$18.00

05400-	00103	Install 2" Thick Asphalt Swale	1	SY	$75.00	$75.00
05500-	**00100**	**Preservation**				
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	No Bid	#VALUE!
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	No Bid	#VALUE!
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	$7.00	$7.00
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	$5.50	$5.50
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	$4.00	$4.00
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	$4.00	$4.00
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	$8.00	$8.00
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	$8.00	$8.00
05600-	**00100**	**Milling**				
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	$3.30	$3.30
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	$3.00	$3.00
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	$4.00	$4.00
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	$3.50	$3.50
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	$6.38	$6.38
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	$5.50	$5.50
05600-	00107	Asphalt Millings	1	CY	$13.00	$13.00
05700-	**00100**	**Patch and Removal**				
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	$100.00	$100.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	$200.00	$200.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	$80.00	$80.00
05700-	00104	Remove Existing Asphalt Curbs	1	LF	$4.21	$4.21
05700-	00105	Remove Asphalt Swale	1	CF	$11.89	$11.89
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	$2.11	$2.11
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	$2.11	$2.11
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	$2.11	$2.11
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	$2.63	$2.63
05700-	00110	Remove Existing Asphalt	1	CF	$2.00	$2.00
05700-	00111	Saw cut Existing Asphalt	1	LF	$2.00	$2.00
06000-	***Roadway Preparation***					
06100-	**00100**	**Stabilization**				
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$5.26	$5.26
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$5.26	$5.26
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$5.26	$5.26
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$5.26	$5.26
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$5.26	$5.26
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$5.26	$5.26
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	$4.21	$4.21
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	$4.21	$4.21
06100-	00109	Prime Coat, less than 1000sy	1	SY	$1.18	$1.18
06100-	00110	Prime Coat, over 1000sy	1	SY	$1.02	$1.02
06200-	**00100**	**Base**				
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$9.47	$9.47
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$9.47	$9.47
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$13.68	$13.68

06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$13.00	$13.00
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$17.89	$17.89
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$17.89	$17.89
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$22.11	$22.11
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$22.11	$22.11
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$26.32	$26.32
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$26.32	$26.32
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	$7.37	$7.37
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	$5.26	$5.26
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	$9.47	$9.47
06200-	00114	4" #57 Stone, over 1000sy	1	SY	$9.47	$9.47
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	$12.63	$12.63
06200-	00116	6" #57 Stone, over 1000sy	1	SY	$12.63	$12.63
06200-	00117	#57 Stone	1	CY	$52.63	$52.63
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	$9.47	$9.47
06200-	00119	4" Bahamian base, over 1000sy	1	SY	$9.47	$9.47
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	$13.68	$13.68
06200-	00121	6" Bahamian base, over 1000sy	1	SY	$13.68	$13.68
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	$7.37	$7.37
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	$5.26	$5.26
06300-	**00100**	**Shoulder and Widening**				
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$23.23	$23.23
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$20.50	$20.50
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$31.37	$31.37
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$26.30	$26.30
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$37.70	$37.70
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$32.59	$32.59
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$46.14	$46.14
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$43.13	$43.13
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$56.44	$56.44
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$46.19	$46.19
07000-	***Traffic***					
07100-	**00100**	**Calming**				
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	$2,500.00	$2,500.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	$4,500.00	$4,500.00
07100-	00103	Install County Approved TrafficLogix Rubber Mat Speed Hump/Table	1	SF	$2,800.00	$2,800.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	No Bid	#VALUE!
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	$421.05	$421.05
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	$631.58	$631.58
07100-	00107	Remove Existing Speed Hump	1	EA	$720.22	$720.22
07100-	00108	Remove Existing Speed Table	1	EA	$960.28	$960.28
07100-	00109	Removable Pipe Bollards	1	EA	$250.00	$250.00
07200-	**00100**	**Temporary Marking**				
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	$0.19	$0.19
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	$0.19	$0.19
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	$0.23	$0.23

07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	$0.27	$0.27
07200-	00105	Temporary 6" Solid Stripe, White or Yellow	1	LF	$0.26	$0.26
07200-	00106	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	$0.26	$0.26
07200-	00107	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	$0.29	$0.29
07200-	00108	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	$0.29	$0.29
07200-	00109	Temporary 8" Stripe, White or yellow	1	LF	$0.74	$0.74
07200-	00110	Temporary 12" Stripe, White or yellow	1	LF	$1.84	$1.84
07200-	00111	Temporary 18" Stripe, White or yellow	1	LF	$2.37	$2.37
07200-	00112	Temporary 24" Stripe, White or yellow	1	LF	$2.89	$2.89
07200-	00113	Temporary White Pedestrian Crosswalk	1	LF	$3.42	$3.42
07200-	00114	Temporary White High Intensity Pedestrian Crosswalk	1	LF	$7.37	$7.37
07200-	00115	Temporary Stop Bar	1	LF	$2.89	$2.89
07200-	00116	Temporary "R X R" Pavement Message	1	EA	$126.32	$126.32
07200-	00117	Temporary "SCHOOL" Pavement Message	1	EA	$63.16	$63.16
07200-	00118	Temporary "STOP" Pavement Message	1	EA	$42.11	$42.11
07200-	00119	Temporary "YIELD" Pavement Message	1	EA	$52.63	$52.63
07200-	00120	Temporary "TURN" Pavement Message	1	EA	$42.11	$42.11
07200-	00121	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	$42.11	$42.11
07200-	00122	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	$42.11	$42.11
07200-	00123	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	$52.63	$52.63
07200-	00124	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	$52.63	$52.63
07200-	00125	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	$42.11	$42.11
07200-	00126	Temporary "PED XING" Pavement Message	1	EA	$73.68	$73.68
07200-	00127	Temporary "BUMP" Pavement Marker	1	EA	$42.11	$42.11
07200-	00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	$31.58	$31.58
07200-	00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	$26.32	$26.32
07200-	00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	$26.32	$26.32
07200-	00131	Temporary 4-12" Strips Equally Spaced	1	EA	$36.84	$36.84
07200-	00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	$36.84	$36.84
07200-	00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	$78.95	$78.95
07200-	00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	$52.63	$52.63
07200-	00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	$3.16	$3.16
07200-	00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	$4.21	$4.21
07200-	00137	Temporary Handicap Parking Space with Symbol	1	EA	$157.89	$157.89
07200-	00138	Temporary Reflective Pavement Markers	1	EA	$73.68	$73.68
07300-	**00100**	**Thermoplastic Marking**				
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	$0.68	$0.68
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	$0.72	$0.72
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	$0.72	$0.72
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	$0.74	$0.74
07300-	00105	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	$0.86	$0.86
07300-	00106	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	$0.89	$0.89
07300-	00107	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	$0.89	$0.89
07300-	00108	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	$0.95	$0.95
07300-	00109	Thermoplastic 8" White Solid Stripe,	1	LF	$2.11	$2.11
07300-	00110	Thermoplastic 12" White Solid Stripe,	1	LF	$3.68	$3.68
07300-	00111	Thermoplastic 18" White or Yellow Solid Stripe,	1	LF	$5.00	$5.00
07300-	00112	Thermoplastic 24" White or Yellow Solid Stripe,	1	LF	$5.79	$5.79
07300-	00113	Thermoplastic White Pedestrian Crosswalk	1	LF	$7.63	$7.63
07300-	00114	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	$15.79	$15.79
07300-	00115	Thermoplastic Stop Bar	1	LF	$5.79	$5.79
07300-	00116	Thermoplastic "R X R" Pavement Message	1	EA	$189.47	$189.47
07300-	00117	Thermoplastic "SCHOOL" Pavement Message	1	EA	$105.26	$105.26

07300-	00118	Thermoplastic "STOP" Pavement Message	1	EA	$94.74	$94.74
07300-	00119	Thermoplastic "YIELD" Pavement Message	1	EA	$105.26	$105.26
07300-	00120	Thermoplastic "TURN" Pavement Message	1	EA	$94.74	$94.74
07300-	00121	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	$94.74	$94.74
07300-	00122	Thermoplastic "LANE" Pavement Message	1	EA	$94.74	$94.74
07300-	00123	Thermoplastic "LEFT" Pavement Message	1	EA	$94.74	$94.74
07300-	00124	Thermoplastic "RIGHT" Pavement Message	1	EA	$105.26	$105.26
07300-	00125	Thermoplastic "MERGE" Pavement Message	1	EA	$105.26	$105.26
07300-	00126	Thermoplastic "ONLY" Pavement Message	1	EA	$94.74	$94.74
07300-	00127	Thermoplastic "PED XING" Pavement Message	1	EA	$126.32	$126.32
07300-	00128	Thermoplastic "BUMP" Pavement Message	1	EA	$94.74	$94.74
07300-	00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	$52.63	$52.63
07300-	00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	$57.89	$57.89
07300-	00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	$78.95	$78.95
07300-	00132	Thermoplastic 4-12" Strips Equally Spaced	1	EA	$176.84	$176.84
07300-	00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	$131.58	$131.58
07300-	00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	$289.47	$289.47
07300-	00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	$26.32	$26.32
07300-	00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	$36.84	$36.84
07300-	00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	$184.21	$184.21
07300-	00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	$394.74	$394.74
07300-	00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	$463.16	$463.16
07300-	00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	$394.74	$394.74
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	$394.74	$394.74
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	$463.16	$463.16
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	$463.16	$463.16
07300-	00144	Thermoplastic Handicap Parking Space with Symbol	1	EA	$168.42	$168.42
07300-	00145	Reflective Pavement Markers	1	EA	$5.53	$5.53
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	$263.16	$263.16
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	$1,000.00	$1,000.00
07400-	**00100**	**Signing**				
07400-	00101	Relocate Traffic Signs	1	EA	$36.84	$36.84
07400-	00102	Stop Sign, R1-1	1	EA	$205.26	$205.26
07400-	00103	One Way Sign, R6-1L	1	EA	$168.42	$168.42
07400-	00104	One Way Sign, R6-1R	1	EA	$168.42	$168.42
07400-	00105	Do Not Enter Sign, R5-1	1	EA	$168.42	$168.42
07400-	00106	Handicap Parking Sign, R7-8	1	EA	$205.26	$205.26
07400-	00107	Yield Sign, R1-2	1	EA	$189.47	$189.47
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	$189.47	$189.47
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	$189.47	$189.47
07400-	00110	Keep Right Sign, R4-7	1	EA	$189.47	$189.47
07400-	00111	Black on Orange Warning Sign	1	EA	$215.79	$215.79
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	$205.26	$205.26
07500-	**00100**	**Signal**				
07500-	00101	Timing Implementation	1	LS	$315.79	$315.79

07500-	00102	Conduit, Underground	1	LF	$5.26	$5.26
07500-	00103	Conduit, Under Pavement	1	LF	$15.79	$15.79
07500-	00104	Conduit, Underground, Jacked	1	LF	$15.79	$15.79
07500-	00105	Cable, Signal	1	PI	$3,368.42	$3,368.42
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	$4.21	$4.21
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	$473.68	$473.68
07500-	00108	Junction Box	1	EA	$368.42	$368.42
07500-	00109	Loop Assembly, Type A	1	AS	$525.00	$525.00
07500-	00110	Loop Assembly, Type B	1	AS	$575.00	$575.00
07500-	00111	Loop Assembly, Type C	1	AS	$525.00	$525.00
07500-	00112	Loop Assembly, Type D	1	AS	$631.58	$631.58
07500-	00113	Loop Assembly, Type E	1	AS	$842.11	$842.11
07500-	00114	Loop Assembly, Type F	1	AS	$736.84	$736.84
07500-	00115	Loop Assembly, Type G	1	AS	$1,052.63	$1,052.63
07600-	**00100**	**Work Zone Safety**				
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$800.00	$800.00
07600-	00102	Variable Message Sign	1	EA/Day	$20.00	$20.00
07600-	00103	Flag Man	1	EA/Day	$250.00	$250.00
07600-	00104	Black on Orange Warning Sign	1	EA/Day	$0.32	$0.32
07600-	00105	Regulatory Sign Black on White Metal Sign	1	EA/Day	$0.47	$0.47
07600-	00106	R1-1 Stop Metal Sign	1	EA/Day	$0.47	$0.47
07600-	00107	28" or Larger Reflective Striped Cone	1	EA/Day	$0.32	$0.32
07600-	00108	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	$0.32	$0.32
07600-	00109	24" X 8" Vertical Panel	1	EA/Day	$0.32	$0.32
07600-	00110	36" Reflective Barrel / Drum	1	EA/Day	$0.32	$0.32
07600-	00111	Type I Barricade	1	EA/Day	$0.32	$0.32
07600-	00112	Type II Barricade	1	EA/Day	$0.32	$0.32
07600-	00113	Type III Barricade	1	EA/Day	$0.32	$0.32
07600-	00114	Type A Low Intensity Flashing Lights	1	EA/Day	$0.25	$0.25
07600-	00115	Type B High Intensity Flashing Lights	1	EA/Day	$0.68	$0.68
07600-	00116	Type C Steady Burn Lights	1	EA/Day	$0.25	$0.25
07600-	00117	24" X 24" Orange Sign Mounted Flag	1	EA/Day	$0.21	$0.21
07300-	00148	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	$40.00	$40.00
07700-	**00100**	**Pedestrian Safety**				
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	$300.00	$300.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	$250.00	$250.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	$250.00	$250.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	$300.00	$300.00
07800-	**00100**	**Vehicular Safety**				
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	$215.00	$215.00
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	$215.00	$215.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	$33.00	$33.00
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	$47.00	$47.00
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	$47.00	$47.00
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	$64.00	$64.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	$47.00	$47.00
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	$64.00	$64.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	$350.00	$350.00
07800-	00110	Remove Existing Guardrail	1	LF	$20.00	$20.00
08000-	***Concrete***					
08100-	**00100**	**Curb and Gutter**				

08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	$18.95	$18.95
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	$18.95	$18.95
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	$18.95	$18.95
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	$18.95	$18.95
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	$18.95	$18.95
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	$18.95	$18.95
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	$18.95	$18.95
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	$18.95	$18.95
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	$18.95	$18.95
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	$18.95	$18.95
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	$26.32	$26.32
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	$26.32	$26.32
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	$26.32	$26.32
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	$26.32	$26.32
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	$57.89	$57.89
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	$18.95	$18.95
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	$18.95	$18.95
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	$12.63	$12.63
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	$12.63	$12.63
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	$18.95	$18.95
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	$18.95	$18.95
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	$18.95	$18.95
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	$18.95	$18.95
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	$26.32	$26.32
08200-	**00100**	**Driveway**				
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	$42.11	$42.11
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	$42.11	$42.11
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	$52.63	$52.63
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	$52.63	$52.63
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$42.11	$42.11
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$52.63	$52.63
08200-	00107	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$52.63	$52.63
08300-	**00100**	**Sidewalk**				
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$18.95	$18.95
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$18.95	$18.95
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$23.68	$23.68
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$18.00	$18.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$28.42	$28.42
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$21.00	$21.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	$37.89	$37.89
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	$37.89	$37.89
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	$52.11	$52.11
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	$52.11	$52.11
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	$1,263.16	$1,263.16
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304	1	SF	$63.16	$63.16
08400-	**00100**	**Drainage**				
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	$52.63	$52.63
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	$52.63	$52.63
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	$52.63	$52.63
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	$600.00	$600.00

08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	$1.58	$1.58
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	$50.00	$50.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	$50.00	$50.00
08400-	108	Tied Concrete Block	1	SY	$150.00	
08500-	**00100**	**Removal**				
08500-	00101	Saw cut Existing Concrete	1	LF	$5.26	$5.26
08500-	00102	Remove Concrete Swale	1	SY	$4.21	$4.21
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	$4.21	$4.21
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	$4.21	$4.21
08500-	00105	Remove Existing Concrete	1	CY	$12.63	$12.63
08500-	00106	Remove Curb	1	LF	$4.21	$4.21
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter, less than 500lf	1	LF	$21.05	$21.05
08600-	**00100**	**Misc Concrete**				
08600-	00101	Misc. Concrete	1	CY	$315.79	$315.79
08600-	00102	Install # 3 Rebar (0.375")	1	LF	$1.05	$1.05
08600-	00103	Install # 4 Rebar (0.500")	1	LF	$1.05	$1.05
08600-	00104	Install # 5 Rebar (0.625")	1	LF	$1.32	$1.32
08600-	00105	Flowable fill, less than 20cy	1	CY	$263.16	$263.16
08600-	00106	Flowable fill, over 20cy	1	CY	$263.16	$263.16
08600-	00107	Brick Pavers	1	SY	$65.00	$65.00
08600-	00108	Concrete Pavers, Permeable	1	SY	No Bid	#VALUE!
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	No Bid	#VALUE!
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	No Bid	#VALUE!
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	No Bid	#VALUE!
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	No Bid	#VALUE!
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	No Bid	#VALUE!
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	No Bid	#VALUE!
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT	No Bid	#VALUE!
08600-	00116	Crack and Reseat Existing Concrete Paving	1	SY	No Bid	#VALUE!
09000-	***Drainage***					
09100-	**Inlets and Manholes**					
09100-	**00100**	**Inlet Top and Bottom, FDOT Index 200 Series**				
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA	$2,631.58	$2,631.58
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA	$3,684.21	$3,684.21
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA	$3,368.42	$3,368.42
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA	$5,157.89	$5,157.89
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA	$2,421.05	$2,421.05
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	$3,368.42	$3,368.42
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	$2,736.84	$2,736.84
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	$4,000.00	$4,000.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA	$2,947.37	$2,947.37
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA	$4,315.79	$4,315.79
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA	$2,842.11	$2,842.11
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA	$4,210.53	$4,210.53
09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA	$4,947.37	$4,947.37
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA	$6,736.84	$6,736.84
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA	$3,789.47	$3,789.47
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA	$4,631.58	$4,631.58
09100-	00117	Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA	$3,578.95	$3,578.95
09100-	00118	Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA	$4,631.58	$4,631.58
09100-	00119	Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA	$4,947.37	$4,947.37
09100-	00120	Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA	$7,157.89	$7,157.89

09100-	**00200**	**Inlet Top, FDOT Index 200 Series**				
09100-	00201	Curb Inlet, Type 1	1	EA	$2,105.26	$2,105.26
09100-	00202	Curb Inlet, Type 2	1	EA	$2,105.26	$2,105.26
09100-	00203	Curb Inlet, Type 3	1	EA	$2,105.26	$2,105.26
09100-	00204	Curb Inlet, Type 4	1	EA	$2,105.26	$2,105.26
09100-	00205	Curb Inlet, Type 5	1	EA	$2,105.26	$2,105.26
09100-	00206	Curb Inlet, Type 6	1	EA	$2,105.26	$2,105.26
09100-	00207	Curb Inlet, Type 9	1	EA	$2,105.26	$2,105.26
09100-	00208	Curb Inlet, Type 10	1	EA	$2,105.26	$2,105.26
09100-	00209	Gutter Inlet, Type S	1	EA	$2,105.26	$2,105.26
09100-	00210	Gutter Inlet, Type V	1	EA	$2,105.26	$2,105.26
09100-	**00300**	**County Inlets**				
09100-	00301	Type A Curb Inlet, 0-6' depth	1	EA	$2,631.58	$2,631.58
09100-	00302	Type A Curb Inlet, 6-12' depth	1	EA	$2,631.58	$2,631.58
09100-	00303	Modified Type A Curb Inlet, 0-6' depth	1	EA	$4,210.53	$4,210.53
09100-	00304	Modified Type A Curb Inlet, 6-12' depth	1	EA	$4,210.52	$4,210.52
09100-	00305	Type A-1 Curb Inlet, 0-6' depth	1	EA	$2,631.58	$2,631.58
09100-	00306	Type A-1 Curb Inlet, 6-12' depth	1	EA	$2,631.58	$2,631.58
09100-	00307	Type Double A Curb Inlet, 0-6' depth	1	EA	$5,263.16	$5,263.16
09100-	00308	Type Double A Curb Inlet, 6-12' depth	1	EA	$5,263.16	$5,263.16
09100-	00309	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	$1,200.00	$1,200.00
09100-	00310	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	No Bid	#VALUE!
09100-	00311	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	No Bid	#VALUE!
09100-	00312	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	No Bid	#VALUE!
09100-	00313	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	No Bid	#VALUE!
09100-	00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	No Bid	#VALUE!
09100-	00315	Clean Out For Underdrain, Paved Surface	1	EA	No Bid	#VALUE!
09100-	00316	Clean Out For Underdrain, Unpaved Surface	1	EA	No Bid	#VALUE!
09100-	**00400**	**Inlet Bottom**				
09100-	00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,526.32	$2,526.32
09100-	00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,421.05	$4,421.05
09100-	00403	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,210.53	$2,210.53
09100-	00404	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,000.00	$4,000.00
09100-	00405	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,947.37	$2,947.37
09100-	00406	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,842.11	$4,842.11
09100-	00407	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,578.95	$3,578.95
09100-	00408	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,000.00	$6,000.00
09100-	00409	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,000.00	$4,000.00
09100-	00410	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,526.32	$6,526.32
09100-	00411	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,210.53	$4,210.53
09100-	00412	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,842.11	$6,842.11
09100-	00413	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,421.05	$4,421.05
09100-	00414	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$7,157.89	$7,157.89
09100-	00415	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$5,473.68	$5,473.68
09100-	00416	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,631.58	$6,631.58
09100-	00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,210.53	$4,210.53
09100-	00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$7,052.63	$7,052.63
09100-	00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,421.05	$4,421.05
09100-	00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$7,368.42	$7,368.42
09100-	00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,631.58	$4,631.58
09100-	00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$7,684.21	$7,684.21
09100-	00423	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$5,894.74	$5,894.74
09100-	00424	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$9,684.21	$9,684.21
09100-	00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,315.79	$6,315.79
09100-	00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$10,105.26	$10,105.26
09100-	00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,526.32	$6,526.32

09100-	00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$10,631.58	$10,631.58
09100-	00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$8,421.05	$8,421.05
09100-	00430	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$12,842.11	$12,842.11
09100-	00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$8,526.32	$8,526.32
09100-	00432	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$13,263.16	$13,263.16
09100-	00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$9,263.16	$9,263.16
09100-	00434	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$13,894.74	$13,894.74
09100-	00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,000.00	$2,000.00
09100-	00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,157.89	$3,157.89
09100-	00437	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,631.58	$2,631.58
09100-	00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,684.21	$3,684.21
09100-	00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,052.63	$3,052.63
09100-	00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,421.05	$4,421.05
09100-	00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,368.42	$3,368.42
09100-	00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,736.84	$4,736.84
09100-	00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,842.11	$6,842.11
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$8,947.37	$8,947.37
09100-	**00500**	**Manholes**				
09100-	00501	Storm Manhole, 0-6ft depth	1	EA	$2,315.79	$2,315.79
09100-	00502	Storm Manhole, 6-12ft depth	1	EA	$3,473.68	$3,473.68
09100-	00503	Junction Box, 0-6ft depth	1	EA	$2,315.79	$2,315.79
09100-	00504	Junction Box, 6-12ft depth	1	EA	$3,473.68	$3,473.68
09100-	00505	Dog House Manhole, 0-6ft depth	1	EA	$3,578.95	$3,578.95
09100-	00506	Dog House Manhole, 6-12ft depth	1	EA	$4,842.11	$4,842.11
09100-	00507	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	$421.05	$421.05
09100-	**00600**	**Inlet Adjustments and Modifications**				
09100-	00601	Remove Inlet Top	1	EA	$526.32	$526.32
09100-	00602	Remove Inlet Throat	1	EA	$263.16	$263.16
09100-	00603	Pour Inlet Throat	1	EA	$1,578.95	$1,578.95
09100-	00604	Reconstruct Inlet Wall	1	CY	$1,578.95	$1,578.95
09100-	00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	$315.79	$315.79
09100-	00606	Remove Curb Inlet (including top and bottom)	1	EA	$789.47	$789.47
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	$789.47	$789.47
09100-	00608	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	$2,105.26	$2,105.26
09100-	00609	Connect to Existing Inlet	1	EA	$1,578.95	$1,578.95
09100-	00610	Expansion Joint and Filler	1	LF	$5.00	$5.00
09100-	00611	Tie to Existing Inlets, Pipe, Manhole	1	EA	$1,578.95	$1,578.95
09100-	00612	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	$3,500.00	$3,500.00
09200-	**Stormwater Pipe**					
09200-	**00100**	**(HDPE) High Density Polyethylene Pipe, Single Wall**				
09200-	00101	4" HDPE SW Pipe, less than 60lf	1	LF	$15.09	$15.09
09200-	00102	4" HDPE SW Pipe, over 60lf	1	LF	$15.09	$15.09
09200-	00103	6" HDPE SW Pipe, less than 60lf	1	LF	$16.33	$16.33
09200-	00104	6" HDPE SW Pipe, over 60lf	1	LF	$16.33	$16.33
09200-	00105	8" HDPE SW Pipe, less than 60lf	1	LF	$17.74	$17.74
09200-	00106	8" HDPE SW Pipe, over 60lf	1	LF	$17.74	$17.74
09200-	00107	12" HDPE SW Pipe, less than 60lf	1	LF	$21.96	$21.96
09200-	00108	12" HDPE SW Pipe, over 60lf	1	LF	$21.96	$21.96
09200-	00109	15" HDPE SW Pipe, less than 60lf	1	LF	$29.22	$29.22
09200-	00110	15" HDPE SW Pipe, over 60lf	1	LF	$29.22	$29.22
09200-	00111	18" HDPE SW Pipe, less than 60lf	1	LF	$32.24	$32.24
09200-	00112	18" HDPE SW Pipe, over 60lf	1	LF	$32.24	$32.24
09200-	00113	24" HDPE SW Pipe, less than 60lf	1	LF	$41.22	$41.22

09200-	00114	24" HDPE SW Pipe, over 60lf	1	LF	$41.22	$41.22
09200-	**00200**	**(HDPE) High Density Polyethylene Pipe, Double Wall**				
09200-	00201	6" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$17.31	$17.31
09200-	00202	6" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$31.78	$31.78
09200-	00203	6" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$17.31	$17.31
09200-	00204	6" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$31.78	$31.78
09200-	00205	8" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$19.27	$19.27
09200-	00206	8" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$33.75	$33.75
09200-	00207	8" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$19.27	$19.27
09200-	00208	8" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$33.75	$33.75
09200-	00209	12" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$22.05	$22.05
09200-	00210	12" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$36.53	$36.53
09200-	00211	12" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$28.67	$28.67
09200-	00212	12" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$46.77	$46.77
09200-	00213	15" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$31.68	$31.68
09200-	00214	15" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$49.78	$49.78
09200-	00215	15" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$31.68	$31.68
09200-	00216	15" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$49.78	$49.78
09200-	00217	18" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$31.68	$31.68
09200-	00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$49.78	$49.78
09200-	00219	18" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$31.68	$31.68
09200-	00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$49.78	$49.78
09200-	00221	24" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$41.51	$41.51
09200-	00222	24" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$59.59	$59.59
09200-	00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$41.51	$41.51
09200-	00224	24" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$59.59	$59.59
09200-	00225	30" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$50.82	$50.82
09200-	00226	30" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$68.92	$68.92
09200-	00227	30" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$50.82	$50.82
09200-	00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$68.92	$68.92
09200-	00229	36" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$60.69	$60.69
09200-	00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$78.79	$78.79
09200-	00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$60.69	$60.69
09200-	00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$78.79	$78.79
09200-	00233	42" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$81.03	$81.03
09200-	00234	42" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$108.60	$108.60
09200-	00235	42" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$81.03	$81.03
09200-	00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$108.60	$108.60
09200-	00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$92.02	$92.02
09200-	00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$119.59	$119.59
09200-	00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$92.02	$92.02
09200-	00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$119.59	$119.59
09200-	**00300**	**(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe**				
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$27.99	$27.99
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$46.08	$46.08
09200-	00303	12" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$27.99	$27.99
09200-	00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$46.08	$46.08
09200-	00305	15" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$32.24	$32.24
09200-	00306	15" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$50.33	$50.33
09200-	00307	15" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$32.24	$32.24
09200-	00308	15" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$50.33	$50.33
09200-	00309	18" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$36.05	$36.05
09200-	00310	18" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$54.15	$54.15
09200-	00311	18" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$36.05	$36.05
09200-	00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$54.15	$54.15

09200-	00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$48.79	$48.79
09200-	00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$66.87	$66.87
09200-	00315	24" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$48.79	$48.79
09200-	00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$66.87	$66.87
09200-	00317	30" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$61.52	$61.52
09200-	00318	30" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$79.61	$79.61
09200-	00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$61.52	$61.52
09200-	00320	30" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$79.61	$79.61
09200-	**00400**	**(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe**				
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$74.28	$74.28
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$101.85	$101.85
09200-	00403	36" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$74.28	$74.28
09200-	00404	36" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$101.85	$101.85
09200-	00405	48" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$140.91	$140.91
09200-	00406	48" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$168.47	$168.47
09200-	00407	48" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$140.91	$140.91
09200-	00408	48" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$168.48	$168.48
09200-	**00500**	**(CPVC) Corrugated Polyvinyl Chloride Pipe**				
09200-	00501	12" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$25.80	$25.80
09200-	00502	12" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$43.89	$43.89
09200-	00503	12" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$25.80	$25.80
09200-	00504	12" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$43.89	$43.89
09200-	00505	15" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$30.36	$30.36
09200-	00506	15" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$48.45	$48.45
09200-	00507	15" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$30.36	$30.36
09200-	00508	15" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$48.45	$48.45
09200-	00509	18" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$35.47	$35.47
09200-	00510	18" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$53.57	$53.57
09200-	00511	18" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$35.47	$35.47
09200-	00512	18" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$53.57	$53.57
09200-	00513	24" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$49.71	$49.71
09200-	00514	24" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$67.80	$67.80
09200-	00515	24" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$49.71	$49.71
09200-	00516	24" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$67.80	$67.80
09200-	00517	30" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$63.28	$63.28
09200-	00518	30" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$81.38	$81.38
09200-	00519	30" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$63.28	$63.28
09200-	00520	30" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$81.38	$81.38
09200-	00521	36" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$84.41	$84.41
09200-	00522	36" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$111.98	$111.98
09200-	00523	36" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$84.41	$84.41
09200-	00524	36" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$111.98	$111.98
09200-	**00600**	**(PVC) Polyvinyl Chloride Pipe**				
09200-	00601	12" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$31.46	$31.46
09200-	00602	12" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$49.55	$49.55
09200-	00603	12" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$31.46	$31.46
09200-	00604	12" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$49.55	$49.55
09200-	00605	15" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$37.88	$37.88
09200-	00606	15" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$55.97	$55.97
09200-	00607	15" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$37.88	$37.88
09200-	00608	15" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$55.97	$55.97
09200-	00609	18" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$49.99	$49.99
09200-	00610	18" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$68.08	$68.08
09200-	00611	18" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$49.99	$49.99

09200-	00612	18" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$68.08	$68.08
09200-	00613	24" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$72.47	$72.47
09200-	00614	24" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$90.57	$90.57
09200-	00615	24" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$72.47	$72.47
09200-	00616	24" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$90.57	$90.57
09200-	00617	30" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$121.71	$121.71
09200-	00618	30" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$139.79	$139.79
09200-	00619	30" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$121.71	$121.71
09200-	00620	30" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$139.79	$139.79
09200-	00621	36" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$171.32	$171.32
09200-	00622	36" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$198.88	$198.88
09200-	00623	36" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$171.32	$171.32
09200-	00624	36" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$198.88	$198.88
09200-	**00700**	**(RCP) Reinforced Concrete Pipe**				
09200-	00701	15" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$33.34	$33.34
09200-	00702	15" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$33.34	$33.34
09200-	00703	15" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$51.43	$51.43
09200-	00704	15" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$51.43	$51.43
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$35.06	$35.06
09200-	00706	18" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$35.06	$35.06
09200-	00707	18" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$53.16	$53.16
09200-	00708	18" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$53.16	$53.16
09200-	00709	24" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$44.97	$44.97
09200-	00710	24" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$44.97	$44.97
09200-	00711	24" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$63.16	$63.16
09200-	00712	24" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$63.16	$63.16
09200-	00713	30" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$59.82	$59.82
09200-	00714	30" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$59.82	$59.82
09200-	00715	30" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$77.89	$77.89
09200-	00716	30" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$77.89	$77.89
09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$76.55	$76.55
09200-	00718	36" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$76.55	$76.55
09200-	00719	36" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$104.21	$104.21
09200-	00720	36" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$104.21	$104.21
09200-	00721	42" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$93.68	$93.68
09200-	00722	42" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$93.68	$93.68
09200-	00723	42" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$121.05	$121.05
09200-	00724	42" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$121.05	$121.05
09200-	00725	48" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$113.68	$113.68
09200-	00726	48" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$113.68	$113.68
09200-	00727	48" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$150.53	$150.53
09200-	00728	48" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$150.53	$150.53
09200-	**00800**	**(ERCP) Elliptical Reinforced Concrete Pipe**				
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$42.11	$42.11
09200-	00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$42.11	$42.11
09200-	00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$61.05	$61.05
09200-	00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$61.05	$61.05
09200-	00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$49.47	$49.47
09200-	00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$49.47	$49.47
09200-	00807	14" X 23" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$69.47	$69.47
09200-	00808	14" X 23" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$69.47	$69.47
09200-	00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$64.21	$64.21
09200-	00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$64.21	$64.21
09200-	00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$83.16	$83.16
09200-	00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$83.16	$83.16
09200-	00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$130.53	$130.53

09200-	00814	24" X 38" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$130.53	$130.53
09200-	00815	24" X 38" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$151.58	$151.58
09200-	00816	24" X 38" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$151.58	$151.58
09200-	00817	29" X 45" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$145.26	$145.26
09200-	00818	29" X 45" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$145.26	$145.26
09200-	00819	29" X 45" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$166.32	$166.32
09200-	00820	29" X 45" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$166.32	$166.32
09200-	00821	34" X 53" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$196.84	$196.84
09200-	00822	34" X 53" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$196.84	$196.84
09200-	00823	34" X 53" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$221.05	$221.05
09200-	00824	34" X 53" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$221.05	$221.05
09200-	**00900**	**(CMP) Corrugated Metal Pipe**				
09200-	00901	18" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$40.16	$40.16
09200-	00902	18" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$40.16	$40.16
09200-	00903	18" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$58.25	$58.25
09200-	00904	18" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$58.25	$58.25
09200-	00905	24" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$47.37	$47.37
09200-	00906	24" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$47.37	$47.37
09200-	00907	24" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$65.46	$65.46
09200-	00908	24" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$65.46	$65.46
09200-	00909	30" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$54.74	$54.74
09200-	00910	30" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$54.74	$54.74
09200-	00911	30" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$72.63	$72.63
09200-	00912	30" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$72.63	$72.63
09200-	00913	36" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$64.53	$64.53
09200-	00914	36" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$64.53	$64.53
09200-	00915	36" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$92.09	$92.09
09200-	00916	36" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$92.09	$92.09
09200-	**01000**	**(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe**				
09200-	01001	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$21.05	$21.05
09200-	01002	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$21.05	$21.05
09200-	01003	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$26.32	$26.32
09200-	01004	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$26.32	$26.32
09200-	01005	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$31.58	$31.58
09200-	01006	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$31.58	$31.58
09200-	01007	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$42.11	$42.11
09200-	01008	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$42.11	$42.11
09200-	01009	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$47.37	$47.37
09200-	01010	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$47.37	$47.37
09200-	01011	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$57.89	$57.89
09200-	01012	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$57.89	$57.89
09200-	**01100**	**(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe**				
09200-	01101	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$21.05	$21.05
09200-	01102	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$21.05	$21.05
09200-	01103	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$26.32	$26.32
09200-	01104	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$26.32	$26.32
09200-	01105	12" PDW HDPE Sock Wrap Underdrain,0'-6' depth, less than 500lf	1	LF	$31.58	$31.58
09200-	01106	12" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$31.58	$31.58

09200-	01107	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$42.11	$42.11
09200-	01108	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$42.11	$42.11
09200-	01109	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$47.37	$47.37
09200-	01110	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$47.37	$47.37
09200-	01111	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$57.89	$57.89
09200-	01112	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$57.89	$57.89
09300-	**Mitered End Sections**					
09300-	**00100**	**(RCP) Round Concrete Pipe Cross Drain MES**				
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$894.74	$894.74
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$947.37	$947.37
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,052.63	$1,052.63
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,578.95	$1,578.95
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,421.05	$2,421.05
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,947.37	$2,947.37
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,368.42	$3,368.42
09300-	**00200**	**(CMP) Round Corrugated Metal Pipe Cross Drain MES**				
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$894.74	$894.74
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$947.37	$947.37
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,052.63	$1,052.63
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,578.95	$1,578.95
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,421.05	$2,421.05
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,947.37	$2,947.37
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,368.42	$3,368.42
09300-	**00300**	**(ERCP) Elliptical Concrete Pipe Cross Drain MES**				
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$947.37	$947.37
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,052.63	$1,052.63
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,210.53	$1,210.53
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,842.11	$1,842.11
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,421.05	$3,421.05
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,947.37	$3,947.37
09300-	**00400**	**(RCP) Round Concrete Pipe Side Drain MES**				
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$894.74	$894.74
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$947.37	$947.37
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,052.63	$1,052.63
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$2,315.79	$2,315.79
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$3,157.89	$3,157.89
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$3,684.21	$3,684.21
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$4,105.26	$4,105.26
09300-	**00500**	**(CMP) Round Corrugated Metal Pipe Side Drain MES**				
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$894.74	$894.74
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$947.37	$947.37
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$1,052.63	$1,052.63
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$2,315.79	$2,315.79
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$3,157.89	$3,157.89
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$3,684.21	$3,684.21
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$4,105.26	$4,105.26
09300-	**00600**	**(ERCP) Elliptical Concrete Pipe Side Drain MES**				

09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$947.37	$947.37
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,052.63	$1,052.63
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,947.37	$1,947.37
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$2,578.95	$2,578.95
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$4,263.16	$4,263.16
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$4,789.47	$4,789.47
09400-	**00100**	**Headwall and Energy Dissipator**				
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	$1,000.00	$1,000.00
09400-	00102	Class II Concrete for Endwalls	1	CY	$1,150.00	$1,150.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	$2.11	$2.11
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	$41.00	$41.00
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	$284.21	$284.21
09500-	**00100**	**Misc. and Removal**				
09500-	00101	Construct Concrete Collar on Pipe	1	CY	$315.79	$315.79
09500-	00102	Pipe Removal, 6"-30", less than 60lf	1	LF	$10.53	$10.53
09500-	00103	Pipe Removal, 6"-30", over 60lf	1	LF	$15.79	$15.79
09500-	00104	Pipe Removal, 36" and larger, less than 60lf	1	LF	$15.79	$15.79
09500-	00105	Pipe Removal, 36" and larger, over 60lf	1	LF	$21.05	$21.05
09500-	00106	Remove Gravel from Pipe Bed	1	CY	$526.32	$526.32
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	$526.32	$526.32
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	$315.79	$315.79
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	$631.58	$631.58
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	$157.89	$157.89
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	$263.16	$263.16
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	$157.89	$157.89
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	$263.16	$263.16
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	$263.16	$263.16
10000-	***Sewer***					
10100-	**00100**	**Gravity**				
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	$21.05	$21.05
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	$21.05	$21.05
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	$36.84	$36.84
10100-	00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	$36.84	$36.84
10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	$24.21	$24.21
10100-	00106	10" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	$24.21	$24.21
10100-	00107	10" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	$40.00	$40.00
10100-	00108	10" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	$40.00	$40.00
10200-	**00100**	**Force Main**				
10200-	00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$12.63	$12.63
10200-	00102	6" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$21.05	$21.05
10200-	00103	6" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$21.05	$21.05
10200-	00104	6" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$31.58	$31.58
10200-	00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$15.79	$15.79
10200-	00106	8" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$24.21	$24.21
10200-	00107	8" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$24.21	$24.21
10200-	00108	8" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$34.74	$34.74
10200-	00109	10" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$26.32	$26.32
10200-	00110	10" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$26.32	$26.32
10200-	00111	10" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$36.84	$36.84
10200-	00112	10" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$36.84	$36.84
10300-	**00100**	**Manholes**				
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	$3,157.89	$3,157.89
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	$4,210.53	$4,210.53

10400-	**00100**	**Services**				
10400-	00101	4" Sewer Service Line - Short, less than 12lf	1	LF	$30.53	$30.53
10400-	00102	4" Sewer Service Line - Long, over 12lf	1	LF	$12.63	$12.63
10400-	00103	6" Sewer Service Line - Short, less than 12lf	1	LF	$32.63	$32.63
10400-	00104	6" Sewer Service Line - Long, over 12lf	1	LF	$15.79	$15.79
10500-	**00100**	**Fittings**				
10500-	00101	8" Tapping Sleeve w/ Valve	1	EA	$4,210.53	$4,210.53
10500-	00102	8" x 8" x 8" Tee Fitting	1	EA	$421.05	$421.05
10500-	00103	6" x 8" x 8" Tee Fitting	1	EA	$421.05	$421.05
10500-	00104	8" 90 Elbow	1	EA	$315.79	$315.79
10600-	**00100**	**Miscellaneous**				
10600-	00101	8" Iron Clean Out	1	EA	$315.79	$315.79
10600-	00102	8" Gate Valve w/ Box	1	EA	$894.74	$894.74
10600-	00103	Encase Sewer Line, less than 60lf	1	LF	$52.63	$52.63
10600-	00104	Encase Sewer Line, over 60lf	1	LF	$47.37	$47.37
11000-	***Water***					
11100-	**00100**	**Pipe**				
11100-	00101	4" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$9.47	$9.47
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$9.47	$9.47
11100-	00103	4" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$21.05	$21.05
11100-	00104	4" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$21.05	$21.05
11100-	00105	6" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$11.58	$11.58
11100-	00106	6" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$11.58	$11.58
11100-	00107	6" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$26.32	$26.32
11100-	00108	6" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$26.32	$26.32
11100-	00109	8" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$16.84	$16.84
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$16.84	$16.84
11100-	00111	8" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$31.58	$31.58
11100-	00112	8" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$31.58	$31.58
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf	1	LF	$40.00	$40.00
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf	1	LF	$40.00	$40.00
11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf	1	LF	$52.63	$52.63
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf	1	LF	$52.63	$52.63
11200-	**00100**	**Services**				
11200-	00101	1" Water Service Line - Short, less than 12lf	1	LF	$26.32	$26.32
11200-	00102	1" Water Service Line - Long, over 12lf	1	LF	$11.58	$11.58
11200-	00103	1.5" Water Service Line - Short, less than 12lf	1	LF	$42.11	$42.11
11200-	00104	1.5" Water Service Line - Long, over 12lf	1	LF	$21.05	$21.05
11200-	00105	2" Water Service Line - Short, less than 12lf	1	LF	$57.89	$57.89
11200-	00106	2" Water Service Line - Long, over 12lf	1	LF	$26.32	$26.32
11300-	**00100**	**Fittings**				
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	$3,157.89	$3,157.89
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	$3,684.21	$3,684.21
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	$3,684.21	$3,684.21
11300-	00104	4" x 4" x 4" Tee Fitting	1	EA	$263.16	$263.16
11300-	00105	4" x 6" x 6" Tee Fitting	1	EA	$289.47	$289.47
11300-	00106	6" x 6" x 6" Tee Fitting	1	EA	$315.79	$315.79
11300-	00107	4" Elbow, 22.5°, 45°, 90°	1	EA	$210.53	$210.53
11300-	00108	6" Elbow, 22.5°, 45°, 90°	1	EA	$263.16	$263.16
11300-	00109	8" Elbow, 22.5°, 45°, 90°	1	EA	$315.79	$315.79
11300-	00110	6" Gate Valve w/ Box	1	EA	$684.21	$684.21

11300-	00111	6" Gate Valve	1	EA	$684.21	$684.21
11300-	00112	8" Tapping Sleeve w/ Valve	1	EA	$4,210.53	$4,210.53
11300-	00113	8" Gate Valve w/ Box	1	EA	$894.74	$894.74
11300-	00114	4" Insert-A-Valve	1	EA	$6,315.79	$6,315.79
11300-	00115	6" Insert-A-Valve	1	EA	$7,368.42	$7,368.42
11300-	00116	8" Insert-A-Valve	1	EA	$10,526.32	$10,526.32
11400-	**00100**	**Miscellaneous**				
11400-	00101	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	$789.47	$789.47
11400-	00102	Readjust Water Meter	1	EA	$263.16	$263.16
11400-	00103	Relocate Water Meter	1	EA	$368.42	$368.42
11400-	00104	Readjust Water Valve	1	EA	$421.05	$421.05
11400-	00105	Relocate Fire Hydrant	1	EA	$1,578.95	$1,578.95
11400-	00106	Re-connect Fire Hydrant	1	EA	$1,578.95	$1,578.95
11400-	00107	Fire Hydrant Assembly (new)	1	EA	$3,157.89	$3,157.89
12000-	***Drilling***					
12100-	**00100**	**Jack and Bore**				
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	$89.47	$89.47
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	$105.26	$105.26
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	$89.47	$89.47
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	$105.26	$105.26
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	$89.47	$89.47
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	$105.26	$105.26
12100-	00107	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$105.26	$105.26
12100-	00108	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$121.05	$121.05
12100-	00109	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$105.26	$105.26
12100-	00110	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$121.05	$121.05
12100-	00111	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$105.26	$105.26
12100-	00112	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$121.05	$121.05
13000-	***Stormwater Pollution Prevention***					
13100-	**00100**	**Stabilization**				
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	$2.80	$2.80
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	$2.00	$2.00
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	$4.21	$4.21
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	$3.80	$3.80
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	$3.16	$3.16
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	$2.89	$2.89
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	$3.42	$3.42
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	$3.16	$3.16
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB	$13.68	$13.68
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	$7.37	$7.37
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	$21.05	$21.05
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	$7.37	$7.37
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	$7.37	$7.37
13100-	00114	Mulch, (2 Ton Per Acre)	1	TON	$368.42	$368.42
13100-	00115	Seed & Mulch Road & Shoulders	1	SY	$0.53	$0.53
13100-	00116	Erosion mat with the seed and mulch included in the mat.	1	EA	No Bid	#VALUE!
13200-	**00100**	**Energy Dissipation**				

13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	$150.00	$150.00
13200-	00102	4" Bedding Stone and Geotextile	1	SY	$74.60	$74.60
13200-	00103	Rip Rap Rubble, Type I	1	TON	$90.00	$90.00
13200-	00104	Rip Rap Rubble, Type II	1	TON	$90.00	$90.00
13200-	00105	Grout Fill for Rip Rap	1	CY	$335.57	$335.57
13300-	**00100**	**Erosion Control**				
13300-	00101	Silt Fence Type III, less than 500lf	1	LF	$4.50	$4.50
13300-	00102	Silt Fence Type III, over 500lf	1	LF	$2.00	$2.00
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	$5.00	$5.00
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	$4.50	$4.50
13300-	00105	Staked Turbidity Barrier	1	LF	$15.00	$15.00
13300-	00106	Floating Turbidity Barrier	1	LF	$25.00	$25.00
13300-	00107	Safety Fence, less than 500lf	1	LF	$4.21	$4.21
13300-	00108	Safety Fence, over 500lf	1	LF	$4.21	$4.21
13300-	00109	Baled Hay or Straw	1	EA	$15.79	$15.79
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	$1,000.00	$1,000.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	$12.00	$12.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	$1,250.00	$1,250.00
13400-	**00100**	**Removal**				
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	$7.00	$7.00
13400-	00102	Remove Existing Energy Dissipater	1	EA	$550.00	$550.00
14000-	***Fence***					
14100-	**00100**	**Chain Link**				
14100-	00101	4' Chain Link Fence, less than 150 lf	1	LF	$9.46	$9.46
14100-	00102	4' Chain Link Fence, over 150 lf	1	LF	$9.46	$9.46
14100-	00103	6' Chain Link Fence, less than 150 lf	1	LF	$12.79	$12.79
14100-	00104	6' Chain Link Fence, over 150 lf	1	LF	$12.79	$12.79
14100-	00105	4' X 4' Single Chain Link Swing Gate	1	EA	$313.68	$313.68
14100-	00106	4' X 6' Single Chain Link Swing Gate	1	EA	$394.74	$394.74
14100-	00107	6' X 6' Single Chain Link Swing Gate	1	EA	$450.53	$450.53
14100-	00108	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	$515.79	$515.79
14100-	00109	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	$675.79	$675.79
14100-	00110	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	$728.42	$728.42
14100-	00111	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	$842.11	$842.11
14200-	**00100**	**Wire**				
14200-	00101	4' Wire Fence, less than 150 lf	1	LF	$8.16	$8.16
14200-	00102	4' Wire Fence, over 150 lf	1	LF	$8.16	$8.16
14300-	**00100**	**Wood**				
14300-	00101	Wood Split Rail Fence, less than 150lf	1	LF	$10.26	$10.26
14300-	00102	Wood Split Rail Fence, Over 150lf	1	LF	$10.26	$10.26
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	1	LF	$10.26	$10.26
14300-	00104	6' Wood Fence (Non alternating Vertical Boards), over 150lf	1	LF	$10.26	$10.26
14300-	00105	6' Wood Fence (Alternating Vertical Boards), less than 150lf	1	LF	$12.37	$12.37
14300-	00106	6' Wood Fence (Alternating Vertical Boards), over 150lf	1	LF	$12.37	$12.37
14300-	00107	Single Wood Gate 6' X 4'	1	EA	$94.74	$94.74
14300-	00108	Single Wood Gate 6' X 5'	1	EA	$115.79	$115.79
14300-	00109	Double Wood Gate 6' X 5'	1	EA	$189.47	$189.47
14400-	**00100**	**Removal**				
14400-	00101	Remove Existing 6' Wood Fence	1	LF	$2.63	$2.63

14400-	00102	Remove Existing Split Rail Fence	1	LF	$1.58	$1.58
14400-	00103	Remove Existing Chain Link Fence	1	LF	$2.11	$2.11
14400-	00104	Remove Existing Wire Fence	1	LF	$2.11	$2.11
14500-	**00100**	**Posts**				
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	$68.37	$68.37
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	$10.53	$10.53
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	$36.84	$36.84
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	$77.89	$77.89
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	$120.00	$120.00
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	$37.63	$37.63
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	$10.53	$10.53
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	$36.84	$36.84
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	$56.84	$56.84
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	$86.32	$86.32
15000-	***Irrigation***					
15100-	**00100**	**Sprinkler Head**				
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$84.21	$84.21
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	$42.11	$42.11
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	$84.21	$84.21
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$84.21	$84.21
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$84.21	$84.21
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$94.74	$94.74
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA	$89.47	$89.47
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	$89.47	$89.47
15100-	00109	4" Spray Type Sprinkler Head	1	EA	$42.11	$42.11
15100-	00110	6" Spray Type Sprinkler Head	1	EA	$47.37	$47.37
15100-	00111	12" Spray Type Sprinkler Head	1	EA	$52.63	$52.63
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA	$42.11	$42.11
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	$42.11	$42.11
15200-	**00100**	**Sprinkler Line**				
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA	$1.37	$1.37
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA	$1.58	$1.58
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF	$1.32	$1.32
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF	$1.58	$1.58
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF	$1.58	$1.58
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF	$1.84	$1.84
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF	$1.84	$1.84
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF	$2.11	$2.11
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	$2.11	$2.11
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	$2.37	$2.37
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	$3.16	$3.16
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	$2.63	$2.63
15300-	**00100**	**Fittings and Valves**				
15300-	00101	Deep Well Tree Bubbler	1	EA	$78.95	$78.95
15300-	00102	Tree Emitter w/ Tree Grate	1	EA	$78.95	$78.95
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA	$5.26	$5.26
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA	$5.26	$5.26
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA	$2.11	$2.11
15300-	00106	Drip Emitter Tubing Outlet	1	EA	$2.11	$2.11
15300-	00107	90 degree PVC Fitting	1	EA	$5.26	$5.26
15300-	00108	"T" PVC Fitting	1	EA	$5.26	$5.26
15300-	00109	"Cross" PVC Fitting	1	EA	$5.26	$5.26
15300-	00110	Flex Pipe	1	EA	$1.05	$1.05

15300-	00111	Flex Pipe Nipple	1	EA	$1.05	$1.05
15300-	00112	Flex Pipe "T"	1	EA	$1.05	$1.05
15300-	00113	Flex Pipe Elbow	1	EA	$1.05	$1.05
15300-	00114	Install 4" Conduit for irrigation pipe	1	LF	$31.58	$31.58
15300-	00115	Install Electrical Conduit for irrigation System	1	LF	$5.26	$5.26
15300-	00116	Multiple Day Pump Timer (Intermatic)	1	EA	$526.32	$526.32
15300-	00117	3 zone Switching Box	1	EA	$210.53	$210.53
15300-	00118	4 zone Switching Box	1	EA	$236.84	$236.84
15300-	00119	1.5 hp Pump	1	EA	$526.32	$526.32
15300-	00120	2.0 hp Pump	1	EA	$631.58	$631.58
15300-	00121	Solar Powered Solenoid	1	EA	$210.53	$210.53
15300-	00122	DC Powered Solenoid	1	EA	$157.89	$157.89
15300-	00123	AC Powered Solenoid	1	EA	$52.63	$52.63
15300-	00124	Backflow Preventer w/ Enclosure	1	EA	$526.32	$526.32
15300-	00125	Pressure Reducing Valves	1	EA	$105.26	$105.26
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	1	EA	$526.32	$526.32
15300-	00127	Wye Strainer	1	EA	$157.89	$157.89
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	$52.63	$52.63
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	$157.89	$157.89
15300-	00130	Shut Off Valve: Butterfly Valve Type	1	EA	$157.89	$157.89
15300-	00131	Quick Coupler Valve	1	EA	$131.58	$131.58
15300-	00132	Angle Valve	1	EA	$157.89	$157.89
15300-	00133	Remote Control Valve	1	EA	$157.89	$157.89
15300-	00134	Master Control Valve	1	EA	$157.89	$157.89
15300-	00135	Automatic Controller (Electric): In Enclosure	1	EA	$526.32	$526.32
15300-	00136	Automatic Controller (Electric): Wall Mounted	1	EA	$631.58	$631.58
15300-	00137	Automatic Controller (Electric): Pedestal Mounted	1	EA	$1,578.95	$1,578.95
15300-	00138	Automatic Controller (Solar): In Enclosure	1	EA	$1,894.74	$1,894.74
15300-	00139	Automatic Controller (Solar): Wall Mounted	1	EA	$2,105.26	$2,105.26
15300-	00140	Automatic Controller (Solar): Pedestal Mounted	1	EA	$2,631.58	$2,631.58
15300-	00141	Light Powered Controller	1	EA	$526.31	$526.31
15300-	00142	Low Voltage Controller Wiring	1	LF	$1.58	$1.58
15300-	00143	Valves Boxes	1	EA	$52.63	$52.63
15300-	00144	Flush Valve: Manual Type	1	EA	$52.63	$52.63
15300-	00145	Flush Valve: Automatic Type	1	EA	$52.63	$52.63
15300-	00146	Air / Vacuum Relief Valve	1	EA	$105.26	$105.26
15300-	00147	Air Release Valve	1	EA	$105.26	$105.26
15300-	00148	Pressure Relief Valve	1	EA	$157.89	$157.89
15300-	00149	Pressure Regulator	1	EA	$157.89	$157.89
15300-	00150	Drip Remote Control Valve Assembly	1	EA	$263.16	$263.16
15300-	00151	Remote Control Valve	1	EA	$157.89	$157.89
15300-	00152	Flow Sensors	1	EA	$315.79	$315.79
15300-	00153	Rain Sensors	1	EA	$157.89	$157.89
15300-	00154	Moisture Sensor	1	EA	$157.89	$157.89
15300-	00155	Basket Strainer	1	EA	$263.16	$263.16
15300-	00156	Booster Pump	1	EA	$1,578.95	$1,578.95
15300-	00157	Control Wire Pull Box	1	EA	$78.95	$78.95
15300-	00158	Hose Bibs	1	EA	$52.63	$52.63
15300-	00159	Thrust Blocks	1	EA	$131.58	$131.58
15300-	00160	Stabilizing Rods	1	EA	$131.58	$131.58
15300-	00161	Well Drilling 4"per linear foot	1	LF	No Bid	#VALUE!
15300-	00162	Well Drilling 6"per linear foot	1	LF	No Bid	#VALUE!
15300-	00163	Submersible Pumps. 5 hp	1	EA	No Bid	#VALUE!
15300-	00164	Submersible Pumps. 7.5 hp	1	EA	No Bid	#VALUE!
15300-	00165	Submersible Pumps. 10 hp	1	EA	No Bid	#VALUE!
16000-	***Landscape***					

16100-	**00100**	**Wildflowers**				
16100-	00101	Lance-leaf Tickseed (Seed Application)	1	AC	$1,052.63	$1,052.63
16100-	00102	Lance-leaf Tickseed (Seed Application)	1	SY	$0.79	$0.79
16100-	00103	Thickleaf Phlox (Seed Application)	1	AC	$1,052.63	$1,052.63
16100-	00104	Thickleaf Phlox (Seed Application)	1	SY	$0.79	$0.79
16200-	**00100**	**Trees**				
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	1	EA	$263.16	$263.16
16200-	00102	Crape myrtles (minimum 20 Gal container)	1	EA	$184.21	$184.21
16200-	00103	Dogwood (minimum 20 Gal container)	1	EA	$210.53	$210.53
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)	1	EA	$263.16	$263.16
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	1	EA	$263.16	$263.16
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	1	EA	$263.16	$263.16
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	1	EA	$263.16	$263.16
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA	$263.16	$263.16
16200-	00109	Sago Palm (minimum 10 Gal container)	1	EA	$157.89	$157.89
16300-	**00100**	**Shrubs**				
16300-	00101	Azaleas, minimum 3 gallon container	1	EA	$16.84	$16.84
16300-	00102	Ligustrum, minimum 3 gallon container	1	EA	$16.84	$16.84
16300-	00103	Lirope (Minimum 1 gallon)	1	EA	$6.32	$6.32
16300-	00104	Lantana (Minimum 1 gallon)	1	EA	$6.32	$6.32
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	1	EA	$6.32	$6.32
16400-	**00100**	**Mulch**				
16400-	00101	Red Cedar Mulch	1	CY	$63.16	$63.16
16400-	00102	Tan Mulch	1	CY	$63.16	$63.16
16400-	00103	Pine Bark Mulch	1	CY	$63.16	$63.16
16400-	00104	Pine straw	1	Bale	$8.42	$8.42
16500-	**00100**	**Miscellaneous**				
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA	$26.32	$26.32
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	$236.84	$236.84
16500-	00103	Cord Grass	1	EA	$26.32	$26.32
16500-	00104	Arrow Head	1	EA	$26.32	$26.32
16500-	00105	Pickend Weed	1	EA	$26.32	$26.32
17000-	***Miscellaneous***					
17100-	00101	Adjust Existing Gas Valve	1	EA	$1,000.00	$1,000.00
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	$2,000.00	$2,000.00
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***					
18100-	00101	Emergemcy Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per $10,000	$1,800.00	$1,800.00

Liz Bush

From: Byron Bauer [bbauer@gacinc.net]
Sent: Monday, August 04, 2014 7:32 AM
To: Liz Bush
Cc: 'Pam Caddell'
Subject: RE: Pricing Agreement

We will keep our current prices. Thanks,

Byron D. Bauer
Chief Estimator
Gulf Atlantic Constructors, Inc.
650 West Oakfield Road
Pensacola, FL 32503
PH 850-477-0588
FX 850-479-2788

-----Original Message-----
From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Monday, August 04, 2014 7:28 AM
To: Gulf Atlantic Constructors_Byron Bauer
Subject: Pricing Agreement

Byron,

I did not receive anything from you about the Pricing Agreement. Do you wish to make any changes for the upcoming year?

[cid:image003.jpg@01CFAFB5.A11B5C60]

Elizabeth Bush
Senior Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.

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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.

Liz Bush

From: Byron Bauer [bbauer@gacinc.net]
Sent: Monday, August 04, 2014 7:50 AM
To: Liz Bush
Subject: RE: Pricing Agreement

No Bid on the 3 added items.

Byron D. Bauer
Chief Estimator
Gulf Atlantic Constructors, Inc.
650 West Oakfield Road
Pensacola, FL 32503
PH 850-477-0588
FX 850-479-2788

-----Original Message-----
From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Monday, August 04, 2014 7:35 AM
To: Byron Bauer
Subject: RE: Pricing Agreement

What about the three items that were added?

Elizabeth Bush
Senior Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.

-----Original Message-----
From: Byron Bauer [mailto:bbauer@gacinc.net]
Sent: Monday, August 04, 2014 7:32 AM
To: Liz Bush
Cc: 'Pam Caddell'
Subject: RE: Pricing Agreement

We will keep our current prices. Thanks,

Byron D. Bauer
Chief Estimator
Gulf Atlantic Constructors, Inc.
650 West Oakfield Road

Pensacola, FL 32503
PH 850-477-0588
FX 850-479-2788

-----Original Message-----
From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Monday, August 04, 2014 7:28 AM
To: Gulf Atlantic Constructors_Byron Bauer
Subject: Pricing Agreement

Byron,

I did not receive anything from you about the Pricing Agreement. Do you wish to make any changes for the upcoming year?

[cid:image003.jpg@01CFAFB5.A11B5C60]

Elizabeth Bush
Senior Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

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Instead, contact this office by phone or in person.

Project Name	PD10-11.065 General Paving and Drainage Pricing Agreement				Contractor name	
?	Valid From October 1, 2014 till September 30, 2015				Heaton Brothers Construction	
Section	**Category**	**Sub-Category**	**Quantity**	**Units**	**Unit Price**	**Ext Cost**
01000-	***Insurance***					
01100-	**00100**	**Performance Bond**				
01100-	00101	Performance Bond	1	Per $1000	$20.00	$ -
02000-	***Equipment***					
02100-	**00100**	**Mobilization**				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$1,600.00	$1,600.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$2,000.00	$2,000.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	$2,700.00	$2,700.00
02100-	00104	Mobilization, 46 + Miles	1	EA	$5,000.00	$5,000.00
02100-	00105	Demobilize	1	EA	$2,000.00	$2,000.00
02100-	00106	Remobilize	1	EA	$1,600.00	$1,600.00
03000-	***Clearing and Grubbing***					
03100-	**00100**	**Removal of Items**				
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	$5,500.00	$5,500.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	$3.00	$3.00
03100-	00103	Remove Shrubs	1	EA	$25.00	$25.00
03100-	00104	Remove Tree, less than 12"	1	EA	$225.00	$225.00
03100-	00105	Remove Tree, 13"-24"	1	EA	$300.00	$300.00
03100-	00106	Remove Tree, 25"-36"	1	EA	$430.00	$430.00
03100-	00107	Remove Tree, 37"-48"	1	EA	$1,000.00	$1,000.00
03100-	00108	Remove Tree, over 48"	1	EA	$3,200.00	$3,200.00
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	$2.50	$2.50
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	$1,500.00	$1,500.00
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$500.00	$500.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$300.00	$300.00
03100-	00113	Relocate existing standard mailbox	1	EA	$150.00	$150.00
04000-	***Earthwork***					
04100-	**00100**	**Cut and Fill**				
04100-	00101	Earthwork Excavation by machine, County Specs 2300	1	CY		$5.50
04100-	00102	Earthwork Excavation by hand, County Specs 2300	1	CY		$30.00
04100-	00103	Earthwork Fill, County Specs 2300	1	CY		$10.00
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	1	CY		$12.00
04100-	00105	3" Top Soil	1	SY		$8.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	1	SY		$2.00
04100-	00107	Re-establish Grade on Ditch, County Specs 2300	1	SY		$2.00
04100-	00108	Remove and Replace Unsuitable Materials	1	CY		$17.00
04100-	00109	Final grading and seal rolling prior to paving	1	SY		$1.50
04100-	00110	Stabilization Mat Type R-1	1	SY		$4.50
04100-	00111	Stabilization Mat Type R-2	1	SY		$4.50
04100-	00112	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY		$2.00
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY		$1.70
04100-	00114	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF		$0.00
04100-	00115	Dewatering, Sheet Piles, 8' Depth	1	LF		$250.00
04100-	00116	Dewatering, Well Point	1	LF		$20.00

04100-	00117	Dewatering, Trench	1	LF		$8.00
04100-	00118	Dewatering Pump	1	Day		$300.00
04200-	**00100**	**Ponds**				
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY		$20.00
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA		$2,500.00
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA		$350.00
04200-	00104	Filter Sand	1	CY		$19.00
04200-	00105	Filter Gravel	1	CY		$65.00
04200-	00106	Grade Pond Slopes	1	SY		$2.00
05000-	***Asphalt***					
05100-	**00100**	**Delivery Only**				
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, delivery only, up to 15 miles	1	TON		$0.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, delivery only, 16-30 miles	1	TON		$0.00
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only, over 30 miles	1	TON		$0.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, delivery only, up to 15 miles	1	TON		$0.00
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, delivery only, 16-30 miles	1	TON		$0.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, delivery only, over 30 miles	1	TON		$0.00
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, up to 15 miles	1	TON		$0.00
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, 16-30 miles	1	TON		$0.00
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, over 30 miles	1	TON		$0.00
05200-	**00100**	**Roadway**				
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY		$7.20
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY		$7.00
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY		$7.50
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY		$7.25
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY		$9.25
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY		$9.00
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY		$18.00
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY		$17.80
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY		$4.50
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY		$4.20
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY		$5.50
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY		$5.30
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY		$5.70
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY		$5.55
05300-	**00100**	**Driveway**				
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY		$9.00
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY		$9.00
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY		$38.00
05400-	**00100**	**Curbs, Flumes, Swales**				
05400-	00101	Construct 2” Thick Asphalt Flume	1	SY		$20.00

05400-	00102	Install Asphalt Curbs	1	LF		$12.00
05400-	00103	Install 2” Thick Asphalt Swale	1	SY		$19.00
05500-	**00100**	**Preservation**				
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY		$13.00
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY		$20.00
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY		$9.00
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY		$8.00
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY		$12.00
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY		$10.00
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY		$12.00
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY		$10.00
05600-	**00100**	**Milling**				
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY		$10.00
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY		$4.00
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY		$12.00
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY		$5.00
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY		$12.00
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY		$8.00
05700-	**00100**	**Patch and Removal**				
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY		$70.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY		$70.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY		$27.00
05700-	00104	Remove Existing Asphalt Curbs	1	LF		$4.00
05700-	00105	Remove Asphalt Swale	1	CF		$6.00
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY		$2.80
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY		$2.00
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY		$3.50
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY		$5.20
05700-	00110	Remove Existing Asphalt	1	CF		$5.00
05700-	00111	Saw cut Existing Asphalt	1	LF		$2.80
06000-	***Roadway Preparation***					
06100-	**00100**	**Stabilization**				
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY		$1.80
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY		$1.80
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY		$2.00
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY		$2.00
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY		$2.30
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY		$2.30
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY		$3.50
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY		$3.50
06100-	00109	Prime Coat, less than 1000sy	1	SY		$0.50
06100-	00110	Prime Coat, over 1000sy	1	SY		$0.50
06200-	**00100**	**Base**				
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY		$9.30

06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY		$9.30
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY		$13.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY		$13.00
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY		$16.00
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY		$16.00
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY		$19.00
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY		$19.00
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY		$24.00
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY		$24.00
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY		$6.00
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY		$6.00
06200-	00113	4" #57 Stone, less than 1000sy	1	SY		$9.00
06200-	00114	4" #57 Stone, over 1000sy	1	SY		$9.00
06200-	00115	6" #57 Stone, less than 1000sy	1	SY		$13.50
06200-	00116	6" #57 Stone, over 1000sy	1	SY		$13.50
06200-	00117	#57 Stone	1	CY		$70.00
06200-	00118	4" Bahamian base, less than 1000sy	1	SY		$9.30
06200-	00119	4" Bahamian base, over 1000sy	1	SY		$9.30
06200-	00120	6" Bahamian base, less than 1000sy	1	SY		$13.00
06200-	00121	6" Bahamian base, over 1000sy	1	SY		$13.00
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY		$6.00
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY		$6.00
06300-	**00100**	**Shoulder and Widening**				
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY		$20.00
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY		$19.00
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY		$22.50
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY		$22.00
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY		$28.00
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY		$27.00
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY		$39.00
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY		$38.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY		$41.00
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY		$40.00
07000-	***Traffic***					
07100-	**00100**	**Calming**				
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA		$4,500.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA		$5,000.00
07100-	00103	Install County Approved TrafficLogix Rubber Mat Speed Hump/Table	1	SF		$0.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY		$0.00
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA		$500.00
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA		$600.00
07100-	00107	Remove Existing Speed Hump	1	EA		$450.00
07100-	00108	Remove Existing Speed Table	1	EA		$450.00
07100-	00109	Removable Pipe Bollards	1	EA		$650.00
07200-	**00100**	**Temporary Marking**				
07200-	00101	Temporary 4” Solid Stripe, White or Yellow	1	LF		$0.26

07200-	00102	Temporary 4” 10-30 Skip Stripe, White or Yellow	1	LF		$0.26
07200-	00103	Temporary 4” 6-10 Skip Stripe, White or Yellow	1	LF		$0.35
07200-	00104	Temporary 4” 2-4 Skip Stripe, White or Yellow	1	LF		$0.40
07200-	00105	Temporary 6” Solid Stripe, White or Yellow	1	LF		$0.40
07200-	00106	Temporary 6” 10-30 Skip Line Stripe, White or Yellow	1	LF		$0.40
07200-	00107	Temporary 6” 6-10 Skip Line Stripe, White or Yellow	1	LF		$0.40
07200-	00108	Temporary 6” 2-4 Skip Line Stripe, White or Yellow	1	LF		$0.40
07200-	00109	Temporary 8” Stripe, White or yellow	1	LF		$0.60
07200-	00110	Temporary 12” Stripe, White or yellow	1	LF		$2.40
07200-	00111	Temporary 18” Stripe, White or yellow	1	LF		$3.00
07200-	00112	Temporary 24” Stripe, White or yellow	1	LF		$3.00
07200-	00113	Temporary White Pedestrian Crosswalk	1	LF		$3.00
07200-	00114	Temporary White High Intensity Pedestrian Crosswalk	1	LF		$4.00
07200-	00115	Temporary Stop Bar	1	LF		$3.00
07200-	00116	Temporary "R X R" Pavement Message	1	EA		$125.00
07200-	00117	Temporary "SCHOOL" Pavement Message	1	EA		$90.00
07200-	00118	Temporary "STOP" Pavement Message	1	EA		$90.00
07200-	00119	Temporary "YIELD" Pavement Message	1	EA		$90.00
07200-	00120	Temporary "TURN" Pavement Message	1	EA		$70.00
07200-	00121	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA		$70.00
07200-	00122	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA		$70.00
07200-	00123	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA		$70.00
07200-	00124	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA		$70.00
07200-	00125	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA		$70.00
07200-	00126	Temporary "PED XING" Pavement Message	1	EA		$70.00
07200-	00127	Temporary “BUMP” Pavement Marker	1	EA		$70.00
07200-	00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA		$40.00
07200-	00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA		$40.00
07200-	00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA		$50.00
07200-	00131	Temporary 4-12" Strips Equally Spaced	1	EA		$50.00
07200-	00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA		$200.00
07200-	00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA		$300.00
07200-	00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF		$2.50
07200-	00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF		$5.20
07200-	00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA		$300.00
07200-	00137	Temporary Handicap Parking Space with Symbol	1	EA		$100.00
07200-	00138	Temporary Reflective Pavement Markers	1	EA		$9.00
07300-	**00100**	**Thermoplastic Marking**				
07300-	00101	Thermoplastic 4” Solid Stripe, White or Yellow	1	LF		$0.65
07300-	00102	Thermoplastic 4” 10-30 Skip Stripe, White or Yellow	1	LF		$0.50
07300-	00103	Thermoplastic 4” 6-10 Skip Stripe, White or Yellow	1	LF		$1.25
07300-	00104	Thermoplastic 4” 2-4 Skip Stripe, White or Yellow	1	LF		$1.25
07300-	00105	Thermoplastic 6” Solid Stripe, White or Yellow	1	LF		$1.00
07300-	00106	Thermoplastic 6” 10-30 Skip Stripe, White or Yellow	1	LF		$0.90
07300-	00107	Thermoplastic 6” 6-10 Skip Stripe, White or Yellow	1	LF		$1.25
07300-	00108	Thermoplastic 6” 2-4 Skip Stripe, White or Yellow	1	LF		$1.25
07300-	00109	Thermoplastic 8” White Solid Stripe,	1	LF		$2.00
07300-	00110	Thermoplastic 12” White Solid Stripe,	1	LF		$5.00
07300-	00111	Thermoplastic 18” White or Yellow Solid Stripe,	1	LF		$6.50
07300-	00112	Thermoplastic 24” White or Yellow Solid Stripe,	1	LF		$7.50
07300-	00113	Thermoplastic White Pedestrian Crosswalk	1	LF		$10.00
07300-	00114	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF		$10.00

07300-	00115	Thermoplastic Stop Bar	1	LF		$7.50
07300-	00116	Thermoplastic "R X R" Pavement Message	1	EA		$250.00
07300-	00117	Thermoplastic "SCHOOL" Pavement Message	1	EA		$150.00
07300-	00118	Thermoplastic "STOP" Pavement Message	1	EA		$130.00
07300-	00119	Thermoplastic "YIELD" Pavement Message	1	EA		$130.00
07300-	00120	Thermoplastic "TURN" Pavement Message	1	EA		$130.00
07300-	00121	Thermoplastic Preferential Lane Marking "Diamond"	1	EA		$130.00
07300-	00122	Thermoplastic "LANE" Pavement Message	1	EA		$130.00
07300-	00123	Thermoplastic "LEFT" Pavement Message	1	EA		$130.00
07300-	00124	Thermoplastic "RIGHT" Pavement Message	1	EA		$130.00
07300-	00125	Thermoplastic "MERGE" Pavement Message	1	EA		$160.00
07300-	00126	Thermoplastic "ONLY" Pavement Message	1	EA		$130.00
07300-	00127	Thermoplastic "PED XING" Pavement Message	1	EA		$180.00
07300-	00128	Thermoplastic “BUMP” Pavement Message	1	EA		$130.00
07300-	00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA		$80.00
07300-	00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA		$80.00
07300-	00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA		$200.00
07300-	00132	Thermoplastic 4-12" Strips Equally Spaced	1	EA		$200.00
07300-	00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA		$250.00
07300-	00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA		$300.00
07300-	00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF		$280.00
07300-	00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF		$360.00
07300-	00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA		$260.00
07300-	00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA		$500.00
07300-	00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA		$520.00
07300-	00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA		$550.00
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA		$550.00
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA		$550.00
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA		$550.00
07300-	00144	Thermoplastic Handicap Parking Space with Symbol	1	EA		$260.00
07300-	00145	Reflective Pavement Markers	1	EA		$10.00
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA		$350.00
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA		$900.00
07400-	**00100**	**Signing**				
07400-	00101	Relocate Traffic Signs	1	EA		$75.00
07400-	00102	Stop Sign, R1-1	1	EA		$260.00
07400-	00103	One Way Sign, R6-1L	1	EA		$260.00
07400-	00104	One Way Sign, R6-1R	1	EA		$260.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA		$260.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA		$200.00
07400-	00107	Yield Sign, R1-2	1	EA		$260.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA		$260.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA		$260.00
07400-	00110	Keep Right Sign, R4-7	1	EA		$260.00
07400-	00111	Black on Orange Warning Sign	1	EA		$260.00
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA		$260.00

07500-	**00100**	**Signal**				
07500-	00101	Timing Implementation	1	LS		$400.00
07500-	00102	Conduit, Underground	1	LF		$6.50
07500-	00103	Conduit, Under Pavement	1	LF		$18.00
07500-	00104	Conduit, Underground, Jacked	1	LF		$20.00
07500-	00105	Cable, Signal	1	PI		$4,300.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF		$5.00
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA		$600.00
07500-	00108	Junction Box	1	EA		$420.00
07500-	00109	Loop Assembly, Type A	1	AS		$600.00
07500-	00110	Loop Assembly, Type B	1	AS		$650.00
07500-	00111	Loop Assembly, Type C	1	AS		$600.00
07500-	00112	Loop Assembly, Type D	1	AS		$700.00
07500-	00113	Loop Assembly, Type E	1	AS		$975.00
07500-	00114	Loop Assembly, Type F	1	AS		$260.00
07500-	00115	Loop Assembly, Type G	1	AS		$260.00
07600-	**00100**	**Work Zone Safety**				
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA		$1,500.00
07600-	00102	Variable Message Sign	1	EA/Day		$32.00
07600-	00103	Flag Man	1	EA/Day		$300.00
07600-	00104	Black on Orange Warning Sign	1	EA/Day		$0.70
07600-	00105	Regulatory Sign Black on White Metal Sign	1	EA/Day		$0.70
07600-	00106	R1-1 Stop Metal Sign	1	EA/Day		$0.70
07600-	00107	28" or Larger Reflective Striped Cone	1	EA/Day		$0.60
07600-	00108	28" or Larger Reflective Striped Tubular Marker	1	EA/Day		$0.60
07600-	00109	24" X 8" Vertical Panel	1	EA/Day		$0.60
07600-	00110	36" Reflective Barrel / Drum	1	EA/Day		$0.60
07600-	00111	Type I Barricade	1	EA/Day		$0.60
07600-	00112	Type II Barricade	1	EA/Day		$0.60
07600-	00113	Type III Barricade	1	EA/Day		$0.60
07600-	00114	Type A Low Intensity Flashing Lights	1	EA/Day		$0.50
07600-	00115	Type B High Intensity Flashing Lights	1	EA/Day		$1.00
07600-	00116	Type C Steady Burn Lights	1	EA/Day		$0.50
07600-	00117	24" X 24" Orange Sign Mounted Flag	1	EA/Day		$0.50
07300-	00148	Concrete Lane Dividers (Barrier Walls)	1	EA/Day		$375.00
07700-	**00100**	**Pedestrian Safety**				
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF		$0.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF		$0.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF		$0.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF		$0.00
07800-	**00100**	**Vehicular Safety**				
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA		$250.00
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA		$250.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF		$50.00
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF		$60.00
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF		$60.00
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF		$75.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF		$60.00
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF		$75.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA		$400.00
07800-	00110	Remove Existing Guardrail	1	LF		$14.00
08000-	***Concrete***					

08100-	**00100**	**Curb and Gutter**				
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF		$13.00
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF		$12.00
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF		$20.00
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF		$19.00
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA		$50.00
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF		$13.00
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF		$12.00
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF		$12.00
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF		$11.00
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF		$13.00
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF		$12.00
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF		$13.00
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF		$12.00
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY		$55.00
08200-	**00100**	**Driveway**				
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY		$36.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY		$34.00
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY		$42.00
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY		$38.00
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY		$52.00
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY		$62.00
08200-	00107	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY		$62.00
08300-	**00100**	**Sidewalk**				
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF		$16.00
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF		$16.00
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF		$18.50
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF		$18.50
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF		$24.00
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF		$24.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF		$31.00
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF		$31.00
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF		$42.00
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF		$42.00
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA		$650.00
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304	1	SF		$130.00
08400-	**00100**	**Drainage**				
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY		$55.00
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY		$58.00

08400-	00103	Fiber Reinforced Concrete Flume	1	SY		$58.00
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA		$400.00
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY		$4.00
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA		$40.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA		$18.00
08500-	**00100**	**Removal**				
08500-	00101	Saw cut Existing Concrete	1	LF		$4.00
08500-	00102	Remove Concrete Swale	1	SY		$6.00
08500-	00103	Remove Existing Concrete, 4" thick	1	SY		$5.00
08500-	00104	Remove Existing Concrete, 6" thick	1	SY		$7.00
08500-	00105	Remove Existing Concrete	1	CY		$35.00
08500-	00106	Remove Curb	1	LF		$4.00
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter, less than 500lf	1	LF		$22.00
08600-	**00100**	**Misc Concrete**				
08600-	00101	Misc. Concrete	1	CY		$350.00
08600-	00102	Install # 3 Rebar (0.375")	1	LF		$1.50
08600-	00103	Install # 4 Rebar (0.500")	1	LF		$2.00
08600-	00104	Install # 5 Rebar (0.625")	1	LF		$3.00
08600-	00105	Flowable fill, less than 20cy	1	CY		$260.00
08600-	00106	Flowable fill, over 20cy	1	CY		$260.00
08600-	00107	Brick Pavers	1	SY		$75.00
08600-	00108	Concrete Pavers, Permeable	1	SY		$75.00
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY		$1,400.00
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY		$1,400.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY		$200.00
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF		$16.00
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY		$95.00
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY		$95.00
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT		$75.00
08600-	00116	Crack and Reseat Existing Concrete Paving	1	SY		$32.00
09000-	***Drainage***					
09100-	**Inlets and Manholes**					
09100-	**00100**	**Inlet Top and Bottom, FDOT Index 200 Series**				
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA		$2,000.00
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA		$3,100.00
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA		$3,200.00
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA		$5,000.00
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA		$1,750.00
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA		$2,400.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA		$2,900.00
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA		$3,800.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA		$2,500.00
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA		$3,600.00
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA		$2,500.00
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA		$3,600.00
09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA		$4,400.00
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA		$6,000.00
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA		$3,800.00
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA		$5,200.00
09100-	00117	Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA		$3,000.00
09100-	00118	Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA		$4,200.00
09100-	00119	Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA		$7,100.00
09100-	00120	Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA		$9,000.00

09100-	**00200**	**Inlet Top, FDOT Index 200 Series**				
09100-	00201	Curb Inlet, Type 1	1	EA		$3,000.00
09100-	00202	Curb Inlet, Type 2	1	EA		$3,000.00
09100-	00203	Curb Inlet, Type 3	1	EA		$3,000.00
09100-	00204	Curb Inlet, Type 4	1	EA		$3,000.00
09100-	00205	Curb Inlet, Type 5	1	EA		$2,700.00
09100-	00206	Curb Inlet, Type 6	1	EA		$3,600.00
09100-	00207	Curb Inlet, Type 9	1	EA		$1,600.00
09100-	00208	Curb Inlet, Type 10	1	EA		$2,000.00
09100-	00209	Gutter Inlet, Type S	1	EA		$2,800.00
09100-	00210	Gutter Inlet, Type V	1	EA		$2,800.00
09100-	**00300**	**County Inlets**				
09100-	00301	Type A Curb Inlet, 0-6' depth	1	EA		$4,000.00
09100-	00302	Type A Curb Inlet, 6-12' depth	1	EA		$4,300.00
09100-	00303	Modified Type A Curb Inlet, 0-6' depth	1	EA		$4,300.00
09100-	00304	Modified Type A Curb Inlet, 6-12' depth	1	EA		$4,350.00
09100-	00305	Type A-1 Curb Inlet, 0-6' depth	1	EA		$4,000.00
09100-	00306	Type A-1 Curb Inlet, 6-12' depth	1	EA		$4,250.00
09100-	00307	Type Double A Curb Inlet, 0-6' depth	1	EA		$5,800.00
09100-	00308	Type Double A Curb Inlet, 6-12' depth	1	EA		$6,100.00
09100-	00309	8" X 12" X 12" Yard Drain (per County Detail)	1	EA		$1,300.00
09100-	00310	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA		$1,500.00
09100-	00311	12" X 12" X 12" Yard Drain (per County Detail)	1	EA		$1,300.00
09100-	00312	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA		$1,500.00
09100-	00313	12" X 15" X 15" Yard Drain (per County Detail)	1	EA		$1,650.00
09100-	00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA		$2,000.00
09100-	00315	Clean Out For Underdrain, Paved Surface	1	EA		$700.00
09100-	00316	Clean Out For Underdrain, Unpaved Surface	1	EA		$600.00
09100-	**00400**	**Inlet Bottom**				
09100-	00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$2,450.00
09100-	00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$3,490.00
09100-	00403	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$2,170.00
09100-	00404	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$3,415.00
09100-	00405	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$3,250.00
09100-	00406	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$4,230.00
09100-	00407	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$3,880.00
09100-	00408	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$5,330.00
09100-	00409	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$4,022.00
09100-	00410	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$5,920.00
09100-	00411	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$4,570.00
09100-	00412	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$6,400.00
09100-	00413	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$5,210.00
09100-	00414	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$7,945.00
09100-	00415	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$4,734.00
09100-	00416	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$6,576.00
09100-	00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$4,985.00
09100-	00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$7,039.00
09100-	00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$5,535.00
09100-	00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$7,867.00
09100-	00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$6,400.00
09100-	00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$8,500.00
09100-	00423	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$6,900.00
09100-	00424	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$9,450.00

09100-	00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$7,700.00
09100-	00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$10,100.00
09100-	00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$8,000.00
09100-	00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$10,850.00
09100-	00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$7,835.00
09100-	00430	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$10,750.00
09100-	00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$9,450.00
09100-	00432	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$13,500.00
09100-	00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$14,559.00
09100-	00434	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$16,559.00
09100-	00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$1,950.00
09100-	00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$2,450.00
09100-	00437	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$2,100.00
09100-	00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$2,600.00
09100-	00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$2,950.00
09100-	00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$4,000.00
09100-	00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$3,500.00
09100-	00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$5,900.00
09100-	00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA		$8,775.00
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA		$9,800.00
09100-	**00500**	**Manholes**				
09100-	00501	Storm Manhole, 0-6ft depth	1	EA		$2,050.00
09100-	00502	Storm Manhole, 6-12ft depth	1	EA		$2,920.00
09100-	00503	Junction Box, 0-6ft depth	1	EA		$2,050.00
09100-	00504	Junction Box, 6-12ft depth	1	EA		$2,920.00
09100-	00505	Dog House Manhole, 0-6ft depth	1	EA		$2,700.00
09100-	00506	Dog House Manhole, 6-12ft depth	1	EA		$3,650.00
09100-	00507	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF		$420.00
09100-	**00600**	**Inlet Adjustments and Modifications**				
09100-	00601	Remove Inlet Top	1	EA		$650.00
09100-	00602	Remove Inlet Throat	1	EA		$600.00
09100-	00603	Pour Inlet Throat	1	EA		$1,150.00
09100-	00604	Reconstruct Inlet Wall	1	CY		$1,400.00
09100-	00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA		$500.00
09100-	00606	Remove Curb Inlet (including top and bottom)	1	EA		$650.00
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA		$850.00
09100-	00608	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA		$2,500.00
09100-	00609	Connect to Existing Inlet	1	EA		$1,500.00
09100-	00610	Expansion Joint and Filler	1	LF		$6.00
09100-	00611	Tie to Existing Inlets, Pipe, Manhole	1	EA		$1,400.00
09100-	00612	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA		$2,000.00
09200-	**Stormwater Pipe**					
09200-	**00100**	**(HDPE) High Density Polyethylene Pipe, Single Wall**				
09200-	00101	4" HDPE SW Pipe, less than 60lf	1	LF		$14.00
09200-	00102	4" HDPE SW Pipe, over 60lf	1	LF		$17.00
09200-	00103	6" HDPE SW Pipe, less than 60lf	1	LF		$14.00
09200-	00104	6" HDPE SW Pipe, over 60lf	1	LF		$17.00
09200-	00105	8" HDPE SW Pipe, less than 60lf	1	LF		$19.00
09200-	00106	8" HDPE SW Pipe, over 60lf	1	LF		$23.00
09200-	00107	12" HDPE SW Pipe, less than 60lf	1	LF		$19.00
09200-	00108	12" HDPE SW Pipe, over 60lf	1	LF		$23.00
09200-	00109	15" HDPE SW Pipe, less than 60lf	1	LF		$27.00
09200-	00110	15" HDPE SW Pipe, over 60lf	1	LF		$27.00
09200-	00111	18" HDPE SW Pipe, less than 60lf	1	LF		$29.00

09200-	00112	18" HDPE SW Pipe, over 60lf	1	LF		$29.00
09200-	00113	24" HDPE SW Pipe, less than 60lf	1	LF		$36.00
09200-	00114	24" HDPE SW Pipe, over 60lf	1	LF		$36.00
09200-	**00200**	**(HDPE) High Density Polyethylene Pipe, Double Wall**				
09200-	00201	6" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$14.00
09200-	00202	6" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$17.00
09200-	00203	6" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$14.00
09200-	00204	6" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$17.00
09200-	00205	8" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$19.00
09200-	00206	8" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$22.00
09200-	00207	8" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$19.00
09200-	00208	8" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$22.00
09200-	00209	12" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$23.00
09200-	00210	12" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$27.00
09200-	00211	12" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$23.00
09200-	00212	12" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$27.00
09200-	00213	15" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$28.00
09200-	00214	15" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$32.00
09200-	00215	15" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$28.00
09200-	00216	15" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$32.00
09200-	00217	18" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$30.00
09200-	00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$34.00
09200-	00219	18" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$30.00
09200-	00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$34.00
09200-	00221	24" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$37.00
09200-	00222	24" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$41.00
09200-	00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$37.00
09200-	00224	24" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$41.00
09200-	00225	30" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$48.00
09200-	00226	30" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$54.00
09200-	00227	30" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$48.00
09200-	00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$54.00
09200-	00229	36" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$64.00
09200-	00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$72.00
09200-	00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$64.00
09200-	00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$72.00
09200-	00233	42" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$82.00
09200-	00234	42" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$91.00
09200-	00235	42" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$82.00
09200-	00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$91.00
09200-	00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF		$100.00
09200-	00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF		$110.00
09200-	00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF		$100.00
09200-	00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF		$110.00
09200-	**00300**	**(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe**				
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$25.00
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$29.00
09200-	00303	12" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$25.00
09200-	00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$29.00
09200-	00305	15" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$33.00
09200-	00306	15" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$38.00
09200-	00307	15" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$33.00
09200-	00308	15" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$38.00
09200-	00309	18" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$38.00
09200-	00310	18" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$43.00
09200-	00311	18" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$38.00

09200-	00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$43.00
09200-	00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$51.00
09200-	00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$56.00
09200-	00315	24" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$51.00
09200-	00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$56.00
09200-	00317	30" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$67.00
09200-	00318	30" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$74.00
09200-	00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$67.00
09200-	00320	30" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$74.00
09200-	**00400**	**(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe**				
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$75.00
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$85.00
09200-	00403	36" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$75.00
09200-	00404	36" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$85.00
09200-	00405	48" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF		$142.00
09200-	00406	48" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF		$152.00
09200-	00407	48" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF		$142.00
09200-	00408	48" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF		$152.00
09200-	**00500**	**(CPVC) Corrugated Polyvinyl Chloride Pipe**				
09200-	00501	12" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$19.00
09200-	00502	12" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$20.00
09200-	00503	12" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$19.00
09200-	00504	12" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$20.00
09200-	00505	15" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$25.00
09200-	00506	15" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$27.00
09200-	00507	15" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$25.00
09200-	00508	15" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$27.00
09200-	00509	18" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$29.50
09200-	00510	18" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$32.50
09200-	00511	18" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$29.50
09200-	00512	18" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$32.50
09200-	00513	24" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$42.00
09200-	00514	24" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$46.00
09200-	00515	24" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$42.00
09200-	00516	24" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$46.00
09200-	00517	30" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$56.00
09200-	00518	30" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$61.00
09200-	00519	30" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$56.00
09200-	00520	30" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$61.00
09200-	00521	36" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF		$76.00
09200-	00522	36" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF		$84.00
09200-	00523	36" CPVC Pipe, 0'-6' depth, over 60lf	1	LF		$76.00
09200-	00524	36" CPVC Pipe, 6'-12' depth, over 60lf	1	LF		$84.00
09200-	**00600**	**(PVC) Polyvinyl Chloride Pipe**				
09200-	00601	12" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$26.00
09200-	00602	12" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$30.00
09200-	00603	12" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$26.00
09200-	00604	12" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$30.00
09200-	00605	15" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$33.00
09200-	00606	15" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$38.00
09200-	00607	15" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$33.00
09200-	00608	15" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$38.00
09200-	00609	18" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$53.00
09200-	00610	18" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$60.00
09200-	00611	18" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$53.00

09200-	00612	18" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$60.00
09200-	00613	24" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$75.00
09200-	00614	24" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$83.00
09200-	00615	24" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$75.00
09200-	00616	24" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$83.00
09200-	00617	30" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$115.00
09200-	00618	30" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$125.00
09200-	00619	30" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$115.00
09200-	00620	30" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$125.00
09200-	00621	36" PVC Pipe, 0'-6' depth, less than 60lf	1	LF		$155.00
09200-	00622	36" PVC Pipe, 6'-12' depth, less than 60lf	1	LF		$170.00
09200-	00623	36" PVC Pipe, 0'-6' depth, over 60lf	1	LF		$155.00
09200-	00624	36" PVC Pipe, 6'-12' depth, over 60lf	1	LF		$170.00
09200-	**00700**	**(RCP) Reinforced Concrete Pipe**				
09200-	00701	15" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$29.00
09200-	00702	15" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$29.00
09200-	00703	15" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$32.00
09200-	00704	15" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$32.00
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$32.00
09200-	00706	18" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$32.00
09200-	00707	18" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$35.00
09200-	00708	18" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$35.00
09200-	00709	24" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$41.00
09200-	00710	24" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$41.00
09200-	00711	24" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$45.00
09200-	00712	24" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$45.00
09200-	00713	30" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$56.00
09200-	00714	30" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$56.00
09200-	00715	30" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$63.00
09200-	00716	30" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$63.00
09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$74.00
09200-	00718	36" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$74.00
09200-	00719	36" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$82.00
09200-	00720	36" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$82.00
09200-	00721	42" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$91.00
09200-	00722	42" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$91.00
09200-	00723	42" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$100.00
09200-	00724	42" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$100.00
09200-	00725	48" RCP Pipe, 0'-6' depth, less than 60lf	1	LF		$122.00
09200-	00726	48" RCP Pipe, 0'-6' depth, over 60lf	1	LF		$122.00
09200-	00727	48" RCP Pipe, 6'-12' depth, less than 60lf	1	LF		$130.00
09200-	00728	48" RCP Pipe, 6'-12' depth, over 60lf	1	LF		$130.00
09200-	**00800**	**(ERCP) Elliptical Reinforced Concrete Pipe**				
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$44.00
09200-	00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$44.00
09200-	00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$50.00
09200-	00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$50.00
09200-	00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$53.00
09200-	00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$53.00
09200-	00807	14" X 23" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$56.00
09200-	00808	14" X 23" ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$56.00
09200-	00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$63.00
09200-	00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$63.00
09200-	00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$70.00
09200-	00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$70.00
09200-	00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$115.00

09200-	00814	24” X 38” ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$115.00
09200-	00815	24” X 38” ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$120.00
09200-	00816	24” X 38” ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$120.00
09200-	00817	29” X 45” ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$130.00
09200-	00818	29” X 45” ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$130.00
09200-	00819	29” X 45” ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$140.00
09200-	00820	29” X 45” ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$140.00
09200-	00821	34” X 53” ERCP Pipe, 0'-6' depth, less than 60lf	1	LF		$195.00
09200-	00822	34” X 53” ERCP Pipe, 0'-6' depth, over 60lf	1	LF		$195.00
09200-	00823	34” X 53” ERCP Pipe, 6'-12' depth, less than 60lf	1	LF		$220.00
09200-	00824	34” X 53” ERCP Pipe, 6'-12' depth, over 60lf	1	LF		$220.00
09200-	**00900**	**(CMP) Corrugated Metal Pipe**				
09200-	00901	18" CMP Pipe, 0'-6' depth, less than 60lf	1	LF		$38.00
09200-	00902	18" CMP Pipe, 0'-6' depth, over 60lf	1	LF		$38.00
09200-	00903	18" CMP Pipe, 6'-12' depth, less than 60lf	1	LF		$43.00
09200-	00904	18" CMP Pipe, 6'-12' depth, over 60lf	1	LF		$43.00
09200-	00905	24" CMP Pipe, 0'-6' depth, less than 60lf	1	LF		$46.00
09200-	00906	24" CMP Pipe, 0'-6' depth, over 60lf	1	LF		$46.00
09200-	00907	24" CMP Pipe, 6'-12' depth, less than 60lf	1	LF		$51.00
09200-	00908	24" CMP Pipe, 6'-12' depth, over 60lf	1	LF		$51.00
09200-	00909	30" CMP Pipe, 0'-6' depth, less than 60lf	1	LF		$56.00
09200-	00910	30" CMP Pipe, 0'-6' depth, over 60lf	1	LF		$56.00
09200-	00911	30" CMP Pipe, 6'-12' depth, less than 60lf	1	LF		$61.00
09200-	00912	30" CMP Pipe, 6'-12' depth, over 60lf	1	LF		$61.00
09200-	00913	36" CMP Pipe, 0'-6' depth, less than 60lf	1	LF		$67.00
09200-	00914	36" CMP Pipe, 0'-6' depth, over 60lf	1	LF		$67.00
09200-	00915	36" CMP Pipe, 6'-12' depth, less than 60lf	1	LF		$76.00
09200-	00916	36" CMP Pipe, 6'-12' depth, over 60lf	1	LF		$76.00
09200-	**01000**	**(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe**				
09200-	01001	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$19.00
09200-	01002	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$19.00
09200-	01003	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$21.00
09200-	01004	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$21.00
09200-	01005	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$24.00
09200-	01006	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$24.00
09200-	01007	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$39.00
09200-	01008	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$39.00
09200-	01009	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$53.00
09200-	01010	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$53.00
09200-	01011	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$71.00
09200-	01012	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$71.00
09200-	**01100**	**(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe**				
09200-	01101	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$19.00
09200-	01102	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$19.00
09200-	01103	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$21.00

09200-	01104	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$21.00
09200-	01105	12" PDW HDPE Sock Wrap Underdrain,0'-6' depth, less than 500lf	1	LF		$24.00
09200-	01106	12" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$24.00
09200-	01107	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$38.00
09200-	01108	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$38.00
09200-	01109	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$50.00
09200-	01110	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$50.00
09200-	01111	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF		$71.00
09200-	01112	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF		$71.00
09300-	**Mitered End Sections**					
09300-	**00100**	**(RCP) Round Concrete Pipe Cross Drain MES**				
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,000.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,100.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,200.00
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$2,100.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$2,600.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$3,400.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$4,500.00
09300-	**00200**	**(CMP) Round Corrugated Metal Pipe Cross Drain MES**				
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,000.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,100.00
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,300.00
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,400.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$2,300.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$2,600.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA		$3,100.00
09300-	**00300**	**(ERCP) Elliptical Concrete Pipe Cross Drain MES**				
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,100.00
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,300.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$1,600.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$2,000.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$3,600.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA		$5,100.00
09300-	**00400**	**(RCP) Round Concrete Pipe Side Drain MES**				
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,000.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,100.00
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,200.00
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$2,200.00
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$2,700.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$3,500.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$4,600.00
09300-	**00500**	**(CMP) Round Corrugated Metal Pipe Side Drain MES**				
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$1,000.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$1,100.00
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$1,300.00
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$1,500.00

09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$2,300.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$2,500.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA		$4,400.00
09300-	**00600**	**(ERCP) Elliptical Concrete Pipe Side Drain MES**				
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,100.00
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,300.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$1,550.00
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$2,000.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$3,500.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA		$5,100.00
09400-	**00100**	**Headwall and Energy Dissipator**				
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY		$1,500.00
09400-	00102	Class II Concrete for Endwalls	1	CY		$1,800.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB		$3.50
09400-	00104	Block Headwall, 8"x8"x16"	1	SF		$160.00
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY		$300.00
09500-	**00100**	**Misc. and Removal**				
09500-	00101	Construct Concrete Collar on Pipe	1	CY		$550.00
09500-	00102	Pipe Removal, 6"-30", less than 60lf	1	LF		$12.00
09500-	00103	Pipe Removal, 6"-30", over 60lf	1	LF		$12.00
09500-	00104	Pipe Removal, 36" and larger, less than 60lf	1	LF		$16.00
09500-	00105	Pipe Removal, 36" and larger, over 60lf	1	LF		$16.00
09500-	00106	Remove Gravel from Pipe Bed	1	CY		$50.00
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA		$500.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA		$500.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA		$2,000.00
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA		$500.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA		$1,000.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA		$250.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA		$400.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY		$150.00
10000-	***Sewer***					
10100-	**00100**	**Gravity**				
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF		$25.00
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF		$24.00
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF		$28.00
10100-	00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF		$27.00
10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF		$29.00
10100-	00106	10" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF		$26.00
10100-	00107	10" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF		$33.00
10100-	00108	10" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF		$31.00
10200-	**00100**	**Force Main**				
10200-	00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF		$23.00
10200-	00102	6" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF		$19.00
10200-	00103	6" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF		$30.00
10200-	00104	6" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF		$25.00
10200-	00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF		$30.00
10200-	00106	8" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF		$27.00
10200-	00107	8" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF		$33.00
10200-	00108	8" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF		$30.00
10200-	00109	10" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF		$32.00
10200-	00110	10" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF		$28.00
10200-	00111	10" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF		$37.00

10200-	00112	10" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF		$36.00
10300-	**00100**	**Manholes**				
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA		$4,000.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA		$7,000.00
10400-	**00100**	**Services**				
10400-	00101	4" Sewer Service Line - Short, less than 12lf	1	LF		$38.00
10400-	00102	4" Sewer Service Line - Long, over 12lf	1	LF		$35.00
10400-	00103	6" Sewer Service Line - Short, less than 12lf	1	LF		$48.00
10400-	00104	6" Sewer Service Line - Long, over 12lf	1	LF		$45.00
10500-	**00100**	**Fittings**				
10500-	00101	8" Tapping Sleeve w/ Valve	1	EA		$5,000.00
10500-	00102	8" x 8" x 8" Tee Fitting	1	EA		$1,150.00
10500-	00103	6" x 8" x 8" Tee Fitting	1	EA		$1,150.00
10500-	00104	8" 90 Elbow	1	EA		$900.00
10600-	**00100**	**Miscellaneous**				
10600-	00101	8" Iron Clean Out	1	EA		$900.00
10600-	00102	8" Gate Valve w/ Box	1	EA		$1,600.00
10600-	00103	Encase Sewer Line, less than 60lf	1	LF		$0.00
10600-	00104	Encase Sewer Line, over 60lf	1	LF		$0.00
11000-	***Water***					
11100-	**00100**	**Pipe**				
11100-	00101	4" PVC Waterline, 0'-6' depth, less than 60lf	1	LF		$15.00
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf	1	LF		$14.00
11100-	00103	4" PVC Waterline, 6'-12' depth, less than 60lf	1	LF		$19.00
11100-	00104	4" PVC Waterline, 6'-12' depth, over 60lf	1	LF		$18.00
11100-	00105	6" PVC Waterline, 0'-6' depth, less than 60lf	1	LF		$24.00
11100-	00106	6" PVC Waterline, 0'-6' depth, over 60lf	1	LF		$23.00
11100-	00107	6" PVC Waterline, 6'-12' depth, less than 60lf	1	LF		$30.00
11100-	00108	6" PVC Waterline, 6'-12' depth, over 60lf	1	LF		$29.00
11100-	00109	8" PVC Waterline, 0'-6' depth, less than 60lf	1	LF		$28.00
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf	1	LF		$27.00
11100-	00111	8" PVC Waterline, 6'-12' depth, less than 60lf	1	LF		$33.00
11100-	00112	8" PVC Waterline, 6'-12' depth, over 60lf	1	LF		$32.00
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf	1	LF		$42.00
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf	1	LF		$38.00
11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf	1	LF		$48.00
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf	1	LF		$48.00
11200-	**00100**	**Services**				
11200-	00101	1" Water Service Line - Short, less than 12lf	1	LF		$45.00
11200-	00102	1" Water Service Line - Long, over 12lf	1	LF		$45.00
11200-	00103	1.5" Water Service Line - Short, less than 12lf	1	LF		$55.00
11200-	00104	1.5" Water Service Line - Long, over 12lf	1	LF		$55.00
11200-	00105	2" Water Service Line - Short, less than 12lf	1	LF		$70.00
11200-	00106	2" Water Service Line - Long, over 12lf	1	LF		$70.00
11300-	**00100**	**Fittings**				
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA		$4,000.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA		$4,200.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA		$4,400.00
11300-	00104	4" x 4" x 4" Tee Fitting	1	EA		$650.00
11300-	00105	4" x 6" x 6" Tee Fitting	1	EA		$750.00

11300-	00106	6" x 6" x 6" Tee Fitting	1	EA		$850.00
11300-	00107	4" Elbow, 22.5°, 45°, 90°	1	EA		$400.00
11300-	00108	6" Elbow, 22.5°, 45°, 90°	1	EA		$5,500.00
11300-	00109	8" Elbow, 22.5°, 45°, 90°	1	EA		$750.00
11300-	00110	6" Gate Valve w/ Box	1	EA		$1,100.00
11300-	00111	6" Gate Valve	1	EA		$1,100.00
11300-	00112	8" Tapping Sleeve w/ Valve	1	EA		$4,500.00
11300-	00113	8" Gate Valve w/ Box	1	EA		$1,700.00
11300-	00114	4" Insert-A-Valve	1	EA		$0.00
11300-	00115	6" Insert-A-Valve	1	EA		$0.00
11300-	00116	8" Insert-A-Valve	1	EA		$0.00
11400-	**00100**	**Miscellaneous**				
11400-	00101	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA		$275.00
11400-	00102	Readjust Water Meter	1	EA		$275.00
11400-	00103	Relocate Water Meter	1	EA		$600.00
11400-	00104	Readjust Water Valve	1	EA		$275.00
11400-	00105	Relocate Fire Hydrant	1	EA		$5,500.00
11400-	00106	Re-connect Fire Hydrant	1	EA		$3,000.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA		$4,700.00
12000-	***Drilling***					
12100-	**00100**	**Jack and Bore**				
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF		$150.00
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF		$210.00
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF		$160.00
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF		$220.00
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF		$180.00
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF		$240.00
12100-	00107	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF		$200.00
12100-	00108	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF		$245.00
12100-	00109	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF		$250.00
12100-	00110	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF		$300.00
12100-	00111	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF		$350.00
12100-	00112	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF		$400.00
13000-	***Stormwater Pollution Prevention***					
13100-	**00100**	**Stabilization**				
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY		$3.00
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY		$3.00
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY		$4.00
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY		$4.00
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY		$3.00
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY		$3.00
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY		$3.00
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY		$3.00
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB		$18.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB		$10.00
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB		$25.00
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB		$10.00
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB		$10.00
13100-	00114	Mulch, (2 Ton Per Acre)	1	TON		$400.00

13100-	00115	Seed & Mulch Road & Shoulders	1	SY		$0.70
13100-	00116	Erosion mat with the seed and mulch included in the mat.	1	EA		$0.00
13200-	**00100**	**Energy Dissipation**				
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY		$160.00
13200-	00102	4" Bedding Stone and Geotextile	1	SY		$20.00
13200-	00103	Rip Rap Rubble, Type I	1	TON		$100.00
13200-	00104	Rip Rap Rubble, Type II	1	TON		$100.00
13200-	00105	Grout Fill for Rip Rap	1	CY		$300.00
13300-	**00100**	**Erosion Control**				
13300-	00101	Silt Fence Type III, less than 500lf	1	LF		$3.00
13300-	00102	Silt Fence Type III, over 500lf	1	LF		$2.70
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF		$4.00
13300-	00104	Silt Fence Type IV, over 500lf	1	LF		$4.00
13300-	00105	Staked Turbidity Barrier	1	LF		$17.00
13300-	00106	Floating Turbidity Barrier	1	LF		$28.00
13300-	00107	Safety Fence, less than 500lf	1	LF		$3.00
13300-	00108	Safety Fence, over 500lf	1	LF		$3.00
13300-	00109	Baled Hay or Straw	1	EA		$10.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA		$1,500.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY		$28.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA		$1,500.00
13400-	**00100**	**Removal**				
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY		$125.00
13400-	00102	Remove Existing Energy Dissipater	1	EA		$1,250.00
14000-	***Fence***					
14100-	**00100**	**Chain Link**				
14100-	00101	4' Chain Link Fence, less than 150 lf	1	LF		$12.00
14100-	00102	4' Chain Link Fence, over 150 lf	1	LF		$12.00
14100-	00103	6' Chain Link Fence, less than 150 lf	1	LF		$15.00
14100-	00104	6' Chain Link Fence, over 150 lf	1	LF		$15.00
14100-	00105	4' X 4' Single Chain Link Swing Gate	1	EA		$450.00
14100-	00106	4' X 6' Single Chain Link Swing Gate	1	EA		$500.00
14100-	00107	6' X 6' Single Chain Link Swing Gate	1	EA		$550.00
14100-	00108	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA		$650.00
14100-	00109	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA		$800.00
14100-	00110	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA		$850.00
14100-	00111	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA		$1,100.00
14200-	**00100**	**Wire**				
14200-	00101	4' Wire Fence, less than 150 lf	1	LF		$10.00
14200-	00102	4' Wire Fence, over 150 lf	1	LF		$10.00
14300-	**00100**	**Wood**				
14300-	00101	Wood Split Rail Fence, less than 150lf	1	LF		$12.00
14300-	00102	Wood Split Rail Fence, Over 150lf	1	LF		$12.00
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	1	LF		$12.00
14300-	00104	6' Wood Fence (Non alternating Vertical Boards), over 150lf	1	LF		$12.00
14300-	00105	6' Wood Fence (Alternating Vertical Boards), less than 150lf	1	LF		$15.00
14300-	00106	6' Wood Fence (Alternating Vertical Boards), over 150lf	1	LF		$15.00
14300-	00107	Single Wood Gate 6' X 4'	1	EA		$140.00
14300-	00108	Single Wood Gate 6' X 5'	1	EA		$160.00

14300-	00109	Double Wood Gate 6' X 5'	1	EA		$250.00
14400-	**00100**	**Removal**				
14400-	00101	Remove Existing 6' Wood Fence	1	LF		$4.00
14400-	00102	Remove Existing Split Rail Fence	1	LF		$3.00
14400-	00103	Remove Existing Chain Link Fence	1	LF		$4.00
14400-	00104	Remove Existing Wire Fence	1	LF		$4.00
14500-	**00100**	**Posts**				
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA		$75.00
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA		$14.00
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA		$50.00
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA		$90.00
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA		$150.00
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA		$50.00
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA		$15.00
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA		$50.00
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA		$75.00
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA		$100.00
15000-	***Irrigation***					
15100-	**00100**	**Sprinkler Head**				
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA		$100.00
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA		$50.00
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA		$100.00
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA		$100.00
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA		$100.00
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA		$115.00
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA		$105.00
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA		$105.00
15100-	00109	4" Spray Type Sprinkler Head	1	EA		$55.00
15100-	00110	6" Spray Type Sprinkler Head	1	EA		$65.00
15100-	00111	12" Spray Type Sprinkler Head	1	EA		$65.00
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA		$55.00
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA		$55.00
15200-	**00100**	**Sprinkler Line**				
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA		$0.00
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA		$10.00
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF		$2.00
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF		$2.00
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF		$2.00
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF		$2.00
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF		$4.00
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF		$4.00
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF		$4.00
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF		$4.00
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF		$4.00
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF		$3.00
15300-	**00100**	**Fittings and Valves**				
15300-	00101	Deep Well Tree Bubbler	1	EA		$100.00
15300-	00102	Tree Emitter w/ Tree Grate	1	EA		$100.00
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA		$10.00
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA		$10.00
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA		$10.00
15300-	00106	Drip Emitter Tubing Outlet	1	EA		$10.00

15300-	00107	90 degree PVC Fitting	1	EA		$10.00
15300-	00108	"T" PVC Fitting	1	EA		$10.00
15300-	00109	"Cross" PVC Fitting	1	EA		$10.00
15300-	00110	Flex Pipe	1	EA		$10.00
15300-	00111	Flex Pipe Nipple	1	EA		$10.00
15300-	00112	Flex Pipe "T"	1	EA		$10.00
15300-	00113	Flex Pipe Elbow	1	EA		$10.00
15300-	00114	Install 4" Conduit for irrigation pipe	1	LF		$40.00
15300-	00115	Install Electrical Conduit for irrigation System	1	LF		$10.00
15300-	00116	Multiple Day Pump Timer (Intermatic)	1	EA		$700.00
15300-	00117	3 zone Switching Box	1	EA		$300.00
15300-	00118	4 zone Switching Box	1	EA		$300.00
15300-	00119	1.5 hp Pump	1	EA		$700.00
15300-	00120	2.0 hp Pump	1	EA		$800.00
15300-	00121	Solar Powered Solenoid	1	EA		$275.00
15300-	00122	DC Powered Solenoid	1	EA		$200.00
15300-	00123	AC Powered Solenoid	1	EA		$100.00
15300-	00124	Backflow Preventer w/ Enclosure	1	EA		$700.00
15300-	00125	Pressure Reducing Valves	1	EA		$200.00
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	1	EA		$700.00
15300-	00127	Wye Strainer	1	EA		$250.00
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA		$80.00
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA		$225.00
15300-	00130	Shut Off Valve: Butterfly Valve Type	1	EA		$225.00
15300-	00131	Quick Coupler Valve	1	EA		$200.00
15300-	00132	Angle Valve	1	EA		$225.00
15300-	00133	Remote Control Valve	1	EA		$225.00
15300-	00134	Master Control Valve	1	EA		$225.00
15300-	00135	Automatic Controller (Electric): In Enclosure	1	EA		$750.00
15300-	00136	Automatic Controller (Electric): Wall Mounted	1	EA		$875.00
15300-	00137	Automatic Controller (Electric): Pedestal Mounted	1	EA		$2,000.00
15300-	00138	Automatic Controller (Solar): In Enclosure	1	EA		$2,500.00
15300-	00139	Automatic Controller (Solar): Wall Mounted	1	EA		$2,800.00
15300-	00140	Automatic Controller (Solar): Pedestal Mounted	1	EA		$3,500.00
15300-	00141	Light Powered Controller	1	EA		$750.00
15300-	00142	Low Voltage Controller Wiring	1	LF		$2.40
15300-	00143	Valves Boxes	1	EA		$75.00
15300-	00144	Flush Valve: Manual Type	1	EA		$75.00
15300-	00145	Flush Valve: Automatic Type	1	EA		$75.00
15300-	00146	Air / Vacuum Relief Valve	1	EA		$150.00
15300-	00147	Air Release Valve	1	EA		$150.00
15300-	00148	Pressure Relief Valve	1	EA		$225.00
15300-	00149	Pressure Regulator	1	EA		$225.00
15300-	00150	Drip Remote Control Valve Assembly	1	EA		$350.00
15300-	00151	Remote Control Valve	1	EA		$225.00
15300-	00152	Flow Sensors	1	EA		$400.00
15300-	00153	Rain Sensors	1	EA		$225.00
15300-	00154	Moisture Sensor	1	EA		$225.00
15300-	00155	Basket Strainer	1	EA		$350.00
15300-	00156	Booster Pump	1	EA		$2,100.00
15300-	00157	Control Wire Pull Box	1	EA		$110.00
15300-	00158	Hose Bibs	1	EA		$75.00
15300-	00159	Thrust Blocks	1	EA		$200.00
15300-	00160	Stabilizing Rods	1	EA		$200.00
15300-	00161	Well Drilling 4”per linear foot	1	LF		$0.00
15300-	00162	Well Drilling 6”per linear foot	1	LF		$0.00
15300-	00163	Submersible Pumps. 5 hp	1	EA		$0.00
15300-	00164	Submersible Pumps. 7.5 hp	1	EA		$0.00

15300-	00165	Submersible Pumps. 10 hp	1	EA		$0.00
16000-	***Landscape***					
16100-	**00100**	**Wildflowers**				
16100-	00101	Lance-leaf Tickseed (Seed Application)	1	AC		$1,500.00
16100-	00102	Lance-leaf Tickseed (Seed Application)	1	SY		$1.25
16100-	00103	Thickleaf Phlox (Seed Application)	1	AC		$1,500.00
16100-	00104	Thickleaf Phlox (Seed Application)	1	SY		$1.25
16200-	**00100**	**Trees**				
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	1	EA		$300.00
16200-	00102	Crape myrtles (minimum 20 Gal container)	1	EA		$250.00
16200-	00103	Dogwood (minimum 20 Gal container)	1	EA		$300.00
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)	1	EA		$325.00
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	1	EA		$325.00
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	1	EA		$325.00
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	1	EA		$325.00
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA		$325.00
16200-	00109	Sago Palm (minimum 10 Gal container)	1	EA		$225.00
16300-	**00100**	**Shrubs**				
16300-	00101	Azaleas, minimum 3 gallon container	1	EA		$22.00
16300-	00102	Ligustrum, minimum 3 gallon container	1	EA		$22.00
16300-	00103	Lirope (Minimum 1 gallon)	1	EA		$10.00
16300-	00104	Lantana (Minimum 1 gallon)	1	EA		$10.00
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	1	EA		$10.00
16400-	**00100**	**Mulch**				
16400-	00101	Red Cedar Mulch	1	CY		$80.00
16400-	00102	Tan Mulch	1	CY		$80.00
16400-	00103	Pine Bark Mulch	1	CY		$80.00
16400-	00104	Pine straw	1	Bale		$15.00
16500-	**00100**	**Miscellaneous**				
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA		$50.00
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY		$350.00
16500-	00103	Cord Grass	1	EA		$40.00
16500-	00104	Arrow Head	1	EA		$40.00
16500-	00105	Pickend Weed	1	EA		$40.00
17000-	***Miscellaneous***					
17100-	00101	Adjust Existing Gas Valve	1	EA		$250.00
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA		$250.00
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***					
18100-	00101	Emergemcy Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per $10,000		$2,000.00

HEATON BROTHERS CONSTRUCTION

5805 SAUFLEY FIELD ROAD

PENSACOLA, FL 32526

OFFICE 850-453-1253

FAX 850-453-9293

PROPOSAL

TO:	FROM:
Liz Bush	Matt Miller
COMPANY:	DATE:
Escambia County	8/19/14
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
Escambia County Pricing Agreement Additional Items	

☐ URGENT ☑ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

Notes/Comments:

Liz,

The two additional items you requested are below

05600-00107	Asphalt Millings	1CY	$60.00
08400-00108	Tied Concrete Block	1SY	$88.30

Sorry for the Delay.

Thanks
Matt

PANHANDLE GRADING & PAVING, INC.
2665 SOLO DOS FAMILIAF
PENSACOLA, FL 32534
Office (850) 478-5250 Fax (850)479-5901

LETTER OF TRANSMITTAL

Recd @ COC Lobby 7-31-14 4:00pm

To: Liz Bush
Company: Escambia County Engineering
Address:

Date: 7/31/14
Job #:
Job Name: General Paving & Drainage Pricing Agreement PD 10-11.065

From: Bobby Godfrey
(bobby@panhandlepaving.com)

The following items are: ☒ Attached or ☐ Under Separate Cover:

☐ Plans ☐ Specifications ☐ Subcontracts ☐ Contracts ☐ Shop Drawings

☐ Samples ☐ Photos ☐ Change Order ☐ Disks ☐ Budget Estimate

☐ Cost Proposal ☐ Letter ☐ R.F.I. ☐ Others (See Below)

# of Originals	# of Copies	Description
1	0	General Paving & Drainage Pricing Agreement Bid

Remarks:

These are transmitted as checked below:

☐ For Review ☐ For Your Use ☒ As Requested ☐ For Signatures ☐ Comments

These items were sent via:

☐ Messenger ☐ Fed Ex ☐ UPS ☐ US Postal Mail ☐ Express Mail

Copy To:

Signed:

Bobby Godfrey, Project Manager

NOTE: IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE

Bobby Godfrey

From: Liz Bush <mebush@co.escambia.fl.us>
Sent: Monday, June 09, 2014 5:11 PM
To: bobby@panhandlepaving.com; Brett Moylan; Gulf Atlantic Constructors_Byron Bauer; Utility Services_Ron King; Heaton Brothers Construction_Todd Stafford; APAC-Midsouth, Inc_Jerry Crisp
Cc: Robin F. Lambert; Joy Jones
Subject: General Paving and Drainage Pricing Agreement_PD 10-11.065

Good afternoon Gentlemen,

The County has decided to extend the current General Paving and Drainage Pricing Agreement for an additional year.

If you plan to participate for the additional year, with the opportunity to adjust your prices, you must notify me based on the deadline below...
Notice of Intent (NOI) to participate in contract extension: June 30, 2014
Adjustments to current prices (increase/decrease): July 31, 2014

Because the current contract ends on September 30, 2014, if I do not have your NOI to continue by June 30, 2014, your company will not be added to the list of participating contractors for Board approval and therefore your contract will not be extended.

We will also be adding the following items:

Section	Category	Sub-Category	Quantity	Units	Unit Price
05600-	00107	Asphalt Millings	1	CY	43.90
08400-	00108	Tied Concrete Block	1	SY	87.24

If you send me a NOI in June and don't send in price changes in July, the County will carry over the current prices on file for an additional year and the two added items will be a "No Bid".

If you have any questions, please feel free to e-mail or call me directly.

Thanks,

Elizabeth Bush

Elizabeth Bush
Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Panhandle Grading & Paving Inc.
2665 Solo Dos Familiaf
Pensacola, FL 32534
Phone 850-478-5250
Fax 850-479-5901

7/31/14

Project Name
?

PD10-11.065 General Paving and Drainage Pricing Agreement
Valid From October 1, 2014 till September 30, 2015

Contractor name
Panhandle Grading & Paving

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	***Insurance***					
01100-	**00100**	**Performance Bond**				
01100-	00101	Performance Bond	1	Per $1000	$12.50	$ -
02000-	***Equipment***					
02100-	**00100**	**Mobilization**				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,650.00	$2,650.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$3,800.00	$3,800.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	$4,200.00	$4,200.00
02100-	00104	Mobilization, 46 + Miles	1	EA	$4,200.00	$4,200.00
02100-	00105	Demobilize	1	EA	$5,300.00	$5,300.00
02100-	00106	Remobilize	1	EA	$5,300.00	$5,300.00
03000-	***Clearing and Grubbing***					
03100-	**00100**	**Removal of Items**				
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	$5,680.00	$5,680.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	$2.00	$2.00
03100-	00103	Remove Shrubs	1	EA	$12.00	$12.00
03100-	00104	Remove Tree, less than 12"	1	EA	$275.00	$275.00
03100-	00105	Remove Tree, 13"-24"	1	EA	$375.00	$375.00
03100-	00106	Remove Tree, 25"-36"	1	EA	$575.00	$575.00
03100-	00107	Remove Tree, 37"-48"	1	EA	$975.00	$975.00
03100-	00108	Remove Tree, over 48"	1	EA	$1,275.00	$1,275.00
03100-	00109	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	$0.25	$0.25
03100-	00110	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	$1,500.00	$1,500.00
03100-	00111	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$325.00	$325.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	$325.00	$325.00
03100-	00113	Relocate existing standard mailbox	1	EA	$200.00	$200.00
04000-	***Earthwork***					
04100-	**00100**	**Cut and Fill**				
04100-	00101	Earthwork Excavation by machine, County Specs 2300	1	CY	$7.60	$7.60
04100-	00102	Earthwork Excavation by hand, County Specs 2300	1	CY	$43.00	$43.00
04100-	00103	Earthwork Fill, County Specs 2300	1	CY	$9.80	$9.80
04100-	00104	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	$11.00	$11.00
04100-	00105	3" Top Soil	1	SY	$1.60	$1.60
04100-	00106	Earthwork Establishing Grade, County Specs 2300	1	SY	$1.60	$1.60
04100-	00107	Re-establish Grade on Ditch, County Specs 2300	1	SY	$2.40	$2.40
04100-	00108	Remove and Replace Unsuitable Materials	1	CY	$14.80	$14.80
04100-	00109	Final grading and seal rolling prior to paving	1	SY	$0.90	$0.90
04100-	00110	Stabilization Mat Type R-1	1	SY	$4.30	$4.30
04100-	00111	Stabilization Mat Type R-2	1	SY	$4.30	$4.30
04100-	00112	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	$1.90	$1.90
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	$0.90	$0.90
04100-	00114	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	$300.00	$300.00
04100-	00115	Dewatering, Sheet Piles, 8' Depth	1	LF	$110.00	$110.00
04100-	00116	Dewatering, Well Point	1	LF	$24.00	$24.00
04100-	00117	Dewatering, Trench	1	LF	$15.00	$15.00
04100-	00118	Dewatering Pump	1	Day	$175.00	$175.00

04200-	**00100**	**Ponds**				
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	$18.50	$18.50
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	$1,600.00	$1,600.00
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	$1,600.00	$1,600.00
04200-	00104	Filter Sand	1	CY	$18.50	$18.50
04200-	00105	Filter Gravel	1	CY	$43.00	$43.00
04200-	00106	Grade Pond Slopes	1	SY	$1.25	$1.25
05000-	***Asphalt***					
05100-	**00100**	**Delivery Only**				
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, delivery only, up to 15 miles	1	TON	$59.00	$59.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, delivery only, 16-30 miles	1	TON	$61.00	$61.00
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only, over 30 miles	1	TON	$63.00	$63.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, delivery only, up to 15 miles	1	TON	$59.00	$59.00
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, delivery only, 16-30 miles	1	TON	$61.00	$61.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, delivery only, over 30 miles	1	TON	$63.00	$63.00
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, up to 15 miles	1	TON	$94.50	$94.50
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, 16-30 miles	1	TON	$96.50	$96.50
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, over 30 miles	1	TON	$98.50	$98.50
05200-	**00100**	**Roadway**				
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	$6.55	$6.55
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	$6.40	$6.40
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	$6.30	$6.30
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	$6.10	$6.10
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	$8.10	$8.10
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	$8.00	$8.00
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	$16.30	$16.30
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	$16.10	$16.10
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	$3.50	$3.50
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	$3.10	$3.10
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	$4.30	$4.30
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	$4.00	$4.00
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	$4.80	$4.80
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	$4.10	$4.10
05300-	**00100**	**Driveway**				
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	$6.85	$6.85
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	$6.85	$6.85
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	$25.80	$25.80
05400-	**00100**	**Curbs, Flumes, Swales**				
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	$23.60	$23.60
05400-	00102	Install Asphalt Curbs	1	LF	$9.15	$9.15
05400-	00103	Install 2" Thick Asphalt Swale	1	SY	$19.80	$19.80
05500-	**00100**	**Preservation**				
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	NO BID	#VALUE!
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	NO BID	#VALUE!

05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	$4.40	$4.40
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	$4.10	$4.10
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	$4.00	$4.00
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	$3.50	$3.50
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	$5.10	$5.10
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	$4.70	$4.70
05600-	**00100**	**Milling**				
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	$2.40	$2.40
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	$1.60	$1.60
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	$2.70	$2.70
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	$1.90	$1.90
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	$3.40	$3.40
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	$2.40	$2.40
05700-	**00100**	**Patch and Removal**				
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	$63.00	$63.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	$59.00	$59.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	$43.00	$43.00
05700-	00104	Remove Existing Asphalt Curbs	1	LF	$2.00	$2.00
05700-	00105	Remove Asphalt Swale	1	CF	$2.75	$2.75
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	$3.50	$3.50
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	$2.00	$2.00
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	$2.00	$2.00
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	$2.00	$2.00
05700-	00110	Remove Existing Asphalt	1	CF	$2.00	$2.00
05700-	00111	Saw cut Existing Asphalt	1	LF	$1.75	$1.75
06000-	***Roadway Preparation***					
06100-	**00100**	**Stabilization**				
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$2.80	$2.80
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$1.35	$1.35
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$2.80	$2.80
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$1.70	$1.70
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	$2.80	$2.80
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	$1.60	$1.60
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	$4.35	$4.35
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	$2.55	$2.55
06100-	00109	Prime Coat, less than 1000sy	1	SY	$0.80	$0.80
06100-	00110	Prime Coat, over 1000sy	1	SY	$0.80	$0.80
06200-	**00100**	**Base**				
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$9.40	$9.40
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$9.06	$9.06
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$12.40	$12.40
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$12.00	$12.00
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$15.20	$15.20
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$14.90	$14.90

06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$18.00	$18.00
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$17.60	$17.60
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	$21.10	$21.10
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	$20.70	$20.70
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	$7.00	$7.00
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	$6.50	$6.50
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	$9.40	$9.40
06200-	00114	4" #57 Stone, over 1000sy	1	SY	$9.00	$9.00
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	$12.40	$12.40
06200-	00116	6" #57 Stone, over 1000sy	1	SY	$12.00	$12.00
06200-	00117	#57 Stone	1	CY	$49.00	$49.00
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	$9.00	$9.00
06200-	00119	4" Bahamian base, over 1000sy	1	SY	$8.80	$8.80
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	$12.00	$12.00
06200-	00121	6" Bahamian base, over 1000sy	1	SY	$11.70	$11.70
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	$6.25	$6.25
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	$6.00	$6.00
06300-	**00100**	**Shoulder and Widening**				
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$18.80	$18.80
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$18.40	$18.40
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$23.35	$23.35
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$23.00	$23.00
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$28.50	$28.50
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$28.00	$28.00
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$35.20	$35.20
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$35.00	$35.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	$43.60	$43.60
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	$43.50	$43.50
07000-	***Traffic***					
07100-	**00100**	**Calming**				
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	$2,670.00	$2,670.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	$4,830.00	$4,830.00
07100-	00103	Install County Approved TrafficLogix Rubber Mat Speed Hump/Table	1	SF	$75.00	$75.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	$90.00	$90.00
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	$575.00	$575.00
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	$590.00	$590.00
07100-	00107	Remove Existing Speed Hump	1	EA	$600.00	$600.00
07100-	00108	Remove Existing Speed Table	1	EA	$600.00	$600.00
07100-	00109	Removable Pipe Bollards	1	EA	$500.00	$500.00
07200-	**00100**	**Temporary Marking**				
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	$0.23	$0.23
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	$0.23	$0.23
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	$0.25	$0.25
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	$0.30	$0.30
07200-	00105	Temporary 6" Solid Stripe, White or Yellow	1	LF	$0.30	$0.30
07200-	00106	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	$0.30	$0.30
07200-	00107	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	$0.31	$0.31
07200-	00108	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	$0.31	$0.31
07200-	00109	Temporary 8" Stripe, White or yellow	1	LF	$0.81	$0.81
07200-	00110	Temporary 12" Stripe, White or yellow	1	LF	$2.02	$2.02
07200-	00111	Temporary 18" Stripe, White or yellow	1	LF	$2.60	$2.60

07200-	00112	Temporary 24" Stripe, White or yellow	1	LF	$2.90	$2.90
07200-	00113	Temporary White Pedestrian Crosswalk	1	LF	$2.90	$2.90
07200-	00114	Temporary White High Intensity Pedestrian Crosswalk	1	LF	$4.60	$4.60
07200-	00115	Temporary Stop Bar	1	LF	$2.90	$2.90
07200-	00116	Temporary "R X R" Pavement Message	1	EA	$120.00	$120.00
07200-	00117	Temporary "SCHOOL" Pavement Message	1	EA	$69.00	$69.00
07200-	00118	Temporary "STOP" Pavement Message	1	EA	$46.00	$46.00
07200-	00119	Temporary "YIELD" Pavement Message	1	EA	$59.00	$59.00
07200-	00120	Temporary "TURN" Pavement Message	1	EA	$46.00	$46.00
07200-	00121	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	$46.00	$46.00
07200-	00122	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	$46.00	$46.00
07200-	00123	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	$58.00	$58.00
07200-	00124	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	$58.00	$58.00
07200-	00125	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	$46.00	$46.00
07200-	00126	Temporary "PED XING" Pavement Message	1	EA	$82.00	$82.00
07200-	00127	Temporary "BUMP" Pavement Marker	1	EA	$41.00	$41.00
07200-	00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	$29.00	$29.00
07200-	00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	$28.75	$28.75
07200-	00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	$28.75	$28.75
07200-	00131	Temporary 4-12" Strips Equally Spaced	1	EA	$40.25	$40.25
07200-	00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	$40.25	$40.25
07200-	00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	$86.25	$86.25
07200-	00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	$4.00	$4.00
07200-	00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	$4.00	$4.00
07200-	00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	$4.60	$4.60
07200-	00137	Temporary Handicap Parking Space with Symbol	1	EA	$86.25	$86.25
07200-	00138	Temporary Reflective Pavement Markers	1	EA	$7.00	$7.00
07300-	**00100**	**Thermoplastic Marking**				
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	$0.75	$0.75
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	$0.75	$0.75
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	$0.81	$0.81
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	$0.81	$0.81
07300-	00105	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	$0.90	$0.90
07300-	00106	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	$0.90	$0.90
07300-	00107	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	$1.00	$1.00
07300-	00108	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	$1.00	$1.00
07300-	00109	Thermoplastic 8" White Solid Stripe,	1	LF	$1.78	$1.78
07300-	00110	Thermoplastic 12" White Solid Stripe,	1	LF	$4.03	$4.03
07300-	00111	Thermoplastic 18" White or Yellow Solid Stripe,	1	LF	$5.50	$5.50
07300-	00112	Thermoplastic 24" White or Yellow Solid Stripe,	1	LF	$6.35	$6.35
07300-	00113	Thermoplastic White Pedestrian Crosswalk	1	LF	$8.35	$8.35
07300-	00114	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	$9.00	$9.00
07300-	00115	Thermoplastic Stop Bar	1	LF	$6.35	$6.35
07300-	00116	Thermoplastic "R X R" Pavement Message	1	EA	$207.00	$207.00
07300-	00117	Thermoplastic "SCHOOL" Pavement Message	1	EA	$115.00	$115.00
07300-	00118	Thermoplastic "STOP" Pavement Message	1	EA	$115.00	$115.00
07300-	00119	Thermoplastic "YIELD" Pavement Message	1	EA	$115.00	$115.00
07300-	00120	Thermoplastic "TURN" Pavement Message	1	EA	$115.00	$115.00
07300-	00121	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	$115.00	$115.00
07300-	00122	Thermoplastic "LANE" Pavement Message	1	EA	$115.00	$115.00
07300-	00123	Thermoplastic "LEFT" Pavement Message	1	EA	$115.00	$115.00
07300-	00124	Thermoplastic "RIGHT" Pavement Message	1	EA	$120.00	$120.00
07300-	00125	Thermoplastic "MERGE" Pavement Message	1	EA	$120.00	$120.00
07300-	00126	Thermoplastic "ONLY" Pavement Message	1	EA	$115.00	$115.00
07300-	00127	Thermoplastic "PED XING" Pavement Message	1	EA	$135.00	$135.00

07300-	00128	Thermoplastic "BUMP" Pavement Message	1	EA	$103.50	$103.50
07300-	00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	$103.50	$103.50
07300-	00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	$103.50	$103.50
07300-	00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	$86.25	$86.25
07300-	00132	Thermoplastic 4-12" Strips Equally Spaced	1	EA	$200.00	$200.00
07300-	00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	$145.00	$145.00
07300-	00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	$287.50	$287.50
07300-	00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	$28.75	$28.75
07300-	00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	$42.75	$42.75
07300-	00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	$200.00	$200.00
07300-	00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	$431.25	$431.25
07300-	00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	$500.00	$500.00
07300-	00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	$430.00	$430.00
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	$430.00	$430.00
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	$506.00	$506.00
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	$506.00	$506.00
07300-	00144	Thermoplastic Handicap Parking Space with Symbol	1	EA	$200.00	$200.00
07300-	00145	Reflective Pavement Markers	1	EA	$6.25	$6.25
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	$290.00	$290.00
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	$429.00	$429.00
07400-	**00100**	**Signing**				
07400-	00101	Relocate Traffic Signs	1	EA	$50.00	$50.00
07400-	00102	Stop Sign, R1-1	1	EA	$215.00	$215.00
07400-	00103	One Way Sign, R6-1L	1	EA	$200.00	$200.00
07400-	00104	One Way Sign, R6-1R	1	EA	$200.00	$200.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA	$200.00	$200.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA	$230.00	$230.00
07400-	00107	Yield Sign, R1-2	1	EA	$210.00	$210.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	$210.00	$210.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	$210.00	$210.00
07400-	00110	Keep Right Sign, R4-7	1	EA	$210.00	$210.00
07400-	00111	Black on Orange Warning Sign	1	EA	$235.75	$235.75
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	$235.75	$235.75
07500-	**00100**	**Signal**				
07500-	00101	Timing Implementation	1	LS	$365.00	$365.00
07500-	00102	Conduit, Underground	1	LF	$6.00	$6.00
07500-	00103	Conduit, Under Pavement	1	LF	$19.20	$19.20
07500-	00104	Conduit, Underground, Jacked	1	LF	$19.20	$19.20
07500-	00105	Cable, Signal	1	PI	$3,964.00	$3,964.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	$4.92	$4.92
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	$500.00	$500.00
07500-	00108	Junction Box	1	EA	$500.00	$500.00
07500-	00109	Loop Assembly, Type A	1	AS	$610.00	$610.00
07500-	00110	Loop Assembly, Type B	1	AS	$660.00	$660.00
07500-	00111	Loop Assembly, Type C	1	AS	$610.00	$610.00
07500-	00112	Loop Assembly, Type D	1	AS	$725.00	$725.00
07500-	00113	Loop Assembly, Type E	1	AS	$1,000.00	$1,000.00
07500-	00114	Loop Assembly, Type F	1	AS	$1,000.00	$1,000.00

07500-	00115	Loop Assembly, Type G	1	AS	$1,225.00	$1,225.00
07600-	**00100**	**Work Zone Safety**				
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$750.00	$750.00
07600-	00102	Variable Message Sign	1	EA/Day	$23.00	$23.00
07600-	00103	Flag Man	1	EA/Day	$235.00	$235.00
07600-	00104	Black on Orange Warning Sign	1	EA/Day	$0.29	$0.29
07600-	00105	Regulatory Sign Black on White Metal Sign	1	EA/Day	$0.29	$0.29
07600-	00106	R1-1 Stop Metal Sign	1	EA/Day	$0.29	$0.29
07600-	00107	28" or Larger Reflective Striped Cone	1	EA/Day	$0.29	$0.29
07600-	00108	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	$0.29	$0.29
07600-	00109	24" X 8" Vertical Panel	1	EA/Day	$0.29	$0.29
07600-	00110	36" Reflective Barrel / Drum	1	EA/Day	$0.29	$0.29
07600-	00111	Type I Barricade	1	EA/Day	$0.29	$0.29
07600-	00112	Type II Barricade	1	EA/Day	$0.25	$0.25
07600-	00113	Type III Barricade	1	EA/Day	$0.29	$0.29
07600-	00114	Type A Low Intensity Flashing Lights	1	EA/Day	$0.29	$0.29
07600-	00115	Type B High Intensity Flashing Lights	1	EA/Day	$0.29	$0.29
07600-	00116	Type C Steady Burn Lights	1	EA/Day	$0.29	$0.29
07600-	00117	24" X 24" Orange Sign Mounted Flag	1	EA/Day	$0.29	$0.29
07300-	00148	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	$30.00	$30.00
07700-	**00100**	**Pedestrian Safety**				
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	$109.00	$109.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	$115.00	$115.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	$72.50	$72.50
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	$72.50	$72.50
07800-	**00100**	**Vehicular Safety**				
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	$236.00	$236.00
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	$236.00	$236.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	$36.50	$36.50
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	$55.25	$55.25
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	$55.25	$55.25
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	$69.00	$69.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	$55.25	$55.25
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	$69.00	$69.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	$2,125.00	$2,125.00
07800-	00110	Remove Existing Guardrail	1	LF	$3.00	$3.00
08000-	***Concrete***					
08100-	**00100**	**Curb and Gutter**				
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	$14.90	$14.90
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	$12.90	$12.90
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	$14.90	$14.90
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	$14.60	$14.60
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	$16.00	$16.00
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	$15.00	$15.00
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	$14.90	$14.90
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	$14.00	$14.00
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	$14.90	$14.90
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	$14.00	$14.00
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	$23.00	$23.00
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	$22.00	$22.00
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	$16.50	$16.50
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	$16.20	$16.20
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	$65.00	$65.00

08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	$14.00	$14.00
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	$14.00	$14.00
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	$12.00	$12.00
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	$11.50	$11.50
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	$14.85	$14.85
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	$14.00	$14.00
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	$14.85	$14.85
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	$14.00	$14.00
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	$72.00	$72.00
08200-	**00100**	**Driveway**				
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	$36.00	$36.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	$33.00	$33.00
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	$38.00	$38.00
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	$38.00	$38.00
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$46.00	$46.00
08200-	00106	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$53.00	$53.00
08200-	00107	6" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	1	SY	$53.00	$53.00
08300-	**00100**	**Sidewalk**				
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$16.00	$16.00
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$16.00	$16.00
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$20.00	$20.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$20.00	$20.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	$24.00	$24.00
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	$24.00	$24.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	$32.00	$32.00
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	$32.00	$32.00
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	$44.00	$44.00
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	$44.00	$44.00
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	$850.00	$850.00
08300-	00112	Detectable Handicap Warning Mat, FDOT index 304	1	SF	$65.01	$65.01
08400-	**00100**	**Drainage**				
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	$38.50	$38.50
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	$38.50	$38.50
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	$55.00	$55.00
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	$935.00	$935.00
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	$1.60	$1.60
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	$40.00	$40.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	$20.15	$20.15
08500-	**00100**	**Removal**				
08500-	00101	Saw cut Existing Concrete	1	LF	$2.00	$2.00
08500-	00102	Remove Concrete Swale	1	SY	$5.00	$5.00
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	$5.00	$5.00
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	$5.00	$5.00
08500-	00105	Remove Existing Concrete	1	CY	$13.00	$13.00
08500-	00106	Remove Curb	1	LF	$2.00	$2.00
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter, less than 500lf	1	LF	$18.00	$18.00
08600-	**00100**	**Misc Concrete**				
08600-	00101	Misc. Concrete	1	CY	$368.00	$368.00
08600-	00102	Install # 3 Rebar (0.375")	1	LF	$1.90	$1.90

08600-	00103	Install # 4 Rebar (0.500")	1	LF	$2.00	$2.00
08600-	00104	Install # 5 Rebar (0.625")	1	LF	$2.50	$2.50
08600-	00105	Flowable fill, less than 20cy	1	CY	$235.00	$235.00
08600-	00106	Flowable fill, over 20cy	1	CY	$210.00	$210.00
08600-	00107	Brick Pavers	1	SY	$85.00	$85.00
08600-	00108	Concrete Pavers, Permeable	1	SY	$90.00	$90.00
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	$1,200.00	$1,200.00
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	$1,200.00	$1,200.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	$75.00	$75.00
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	$23.00	$23.00
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	$110.00	$110.00
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	$110.00	$110.00
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT	$59.45	$59.45
08600-	00116	Crack and Reseat Existing Concrete Paving	1	SY	$12.10	$12.10
09000-	***Drainage***					
09100-	**Inlets and Manholes**					
09100-	**00100**	**Inlet Top and Bottom, FDOT Index 200 Series**				
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA	$2,360.00	$2,360.00
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA	$2,950.00	$2,950.00
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA	$3,304.00	$3,304.00
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA	$3,795.00	$3,795.00
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA	$1,900.00	$1,900.00
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	$2,460.00	$2,460.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	$2,475.00	$2,475.00
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	$3,450.00	$3,450.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA	$2,875.00	$2,875.00
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA	$3,780.00	$3,780.00
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA	$2,668.00	$2,668.00
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA	$3,500.00	$3,500.00
09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA	$4,284.00	$4,284.00
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA	$4,945.00	$4,945.00
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA	$3,520.00	$3,520.00
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA	$4,680.00	$4,680.00
09100-	00117	Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA	$3,068.00	$3,068.00
09100-	00118	Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA	$3,565.00	$3,565.00
09100-	00119	Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA	$5,967.00	$5,967.00
09100-	00120	Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA	$7,327.00	$7,327.00
09100-	**00200**	**Inlet Top, FDOT Index 200 Series**				
09100-	00201	Curb Inlet, Type 1	1	EA	$2,832.00	$2,832.00
09100-	00202	Curb Inlet, Type 2	1	EA	$2,832.00	$2,832.00
09100-	00203	Curb Inlet, Type 3	1	EA	$2,832.00	$2,832.00
09100-	00204	Curb Inlet, Type 4	1	EA	$2,900.00	$2,900.00
09100-	00205	Curb Inlet, Type 5	1	EA	$2,780.00	$2,780.00
09100-	00206	Curb Inlet, Type 6	1	EA	$2,780.00	$2,780.00
09100-	00207	Curb Inlet, Type 9	1	EA	$2,780.00	$2,780.00
09100-	00208	Curb Inlet, Type 10	1	EA	$2,780.00	$2,780.00
09100-	00209	Gutter Inlet, Type S	1	EA	$2,781.00	$2,781.00
09100-	00210	Gutter Inlet, Type V	1	EA	$2,782.00	$2,782.00
09100-	**00300**	**County Inlets**				
09100-	00301	Type A Curb Inlet, 0-6' depth	1	EA	$3,133.00	$3,133.00
09100-	00302	Type A Curb Inlet, 6-12' depth	1	EA	$3,400.00	$3,400.00
09100-	00303	Modified Type A Curb Inlet, 0-6' depth	1	EA	$3,401.00	$3,401.00
09100-	00304	Modified Type A Curb Inlet, 6-12' depth	1	EA	$3,480.00	$3,480.00
09100-	00305	Type A-1 Curb Inlet, 0-6' depth	1	EA	$3,368.00	$3,368.00
09100-	00306	Type A-1 Curb Inlet, 6-12' depth	1	EA	$4,000.00	$4,000.00
09100-	00307	Type Double A Curb Inlet, 0-6' depth	1	EA	$4,602.00	$4,602.00
09100-	00308	Type Double A Curb Inlet, 6-12' depth	1	EA	$4,603.00	$4,603.00

09100-	00309	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	$1,092.50	$1,092.50
09100-	00310	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	$1,239.00	$1,239.00
09100-	00311	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	$1,160.00	$1,160.00
09100-	00312	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	$1,160.00	$1,160.00
09100-	00313	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	$1,160.00	$1,160.00
09100-	00314	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	$1,368.00	$1,368.00
09100-	00315	Clean Out For Underdrain, Paved Surface	1	EA	$600.00	$600.00
09100-	00316	Clean Out For Underdrain, Unpaved Surface	1	EA	$600.00	$600.00
09100-	**00400**	**Inlet Bottom**				
09100-	00401	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,070.00	$2,070.00
09100-	00402	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,776.00	$3,776.00
09100-	00403	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$1,675.00	$1,675.00
09100-	00404	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,082.00	$3,082.00
09100-	00405	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,596.00	$2,596.00
09100-	00406	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,497.00	$3,497.00
09100-	00407	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,105.00	$3,105.00
09100-	00408	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,370.00	$4,370.00
09100-	00409	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,828.00	$3,828.00
09100-	00410	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$5,577.00	$5,577.00
09100-	00411	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,205.00	$4,205.00
09100-	00412	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$5,546.00	$5,546.00
09100-	00413	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,390.00	$4,390.00
09100-	00414	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,648.00	$6,648.00
09100-	00415	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,648.00	$6,648.00
09100-	00416	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,894.00	$6,894.00
09100-	00417	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,104.00	$4,104.00
09100-	00418	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,600.00	$6,600.00
09100-	00419	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,373.00	$4,373.00
09100-	00420	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$7,275.00	$7,275.00
09100-	00421	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$5,141.00	$5,141.00
09100-	00422	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,803.00	$6,803.00
09100-	00423	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$5,395.00	$5,395.00
09100-	00424	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$9,532.00	$9,532.00
09100-	00425	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$5,642.00	$5,642.00
09100-	00426	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$8,381.00	$8,381.00
09100-	00427	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,145.00	$6,145.00
09100-	00428	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$9,351.00	$9,351.00
09100-	00429	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,480.00	$6,480.00
09100-	00430	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$10,785.00	$10,785.00
09100-	00431	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$6,560.00	$6,560.00
09100-	00432	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$10,921.00	$10,921.00
09100-	00433	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$7,190.00	$7,190.00
09100-	00434	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$12,522.00	$12,522.00
09100-	00435	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$1,800.00	$1,800.00
09100-	00436	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$2,500.00	$2,500.00
09100-	00437	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,500.00	$2,500.00
09100-	00438	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,220.00	$3,220.00
09100-	00439	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$2,596.00	$2,596.00
09100-	00440	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$3,528.00	$3,528.00
09100-	00441	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$3,020.00	$3,020.00
09100-	00442	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$4,602.00	$4,602.00
09100-	00443	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	$4,680.00	$4,680.00
09100-	00444	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	$6,678.00	$6,678.00
09100-	**00500**	**Manholes**				
09100-	00501	Storm Manhole, 0-6ft depth	1	EA	$2,000.00	$2,000.00
09100-	00502	Storm Manhole, 6-12ft depth	1	EA	$2,360.00	$2,360.00
09100-	00503	Junction Box, 0-6ft depth	1	EA	$2,000.00	$2,000.00

09100-	00504	Junction Box, 6-12ft depth	1	EA	$2,360.00	$2,360.00
09100-	00505	Dog House Manhole, 0-6ft depth	1	EA	$2,360.00	$2,360.00
09100-	00506	Dog House Manhole, 6-12ft depth	1	EA	$3,658.00	$3,658.00
09100-	00507	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	$500.00	$500.00
09100-	**00600**	**Inlet Adjustments and Modifications**				
09100-	00601	Remove Inlet Top	1	EA	$350.00	$350.00
09100-	00602	Remove Inlet Throat	1	EA	$350.00	$350.00
09100-	00603	Pour Inlet Throat	1	EA	$900.00	$900.00
09100-	00604	Reconstruct Inlet Wall	1	CY	$800.00	$800.00
09100-	00605	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	$525.00	$525.00
09100-	00606	Remove Curb Inlet (including top and bottom)	1	EA	$525.00	$525.00
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	$605.00	$605.00
09100-	00608	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	$2,714.00	$2,714.00
09100-	00609	Connect to Existing Inlet	1	EA	$700.00	$700.00
09100-	00610	Expansion Joint and Filler	1	LF	$7.00	$7.00
09100-	00611	Tie to Existing Inlets, Pipe, Manhole	1	EA	$700.00	$700.00
09100-	00612	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	$2,600.00	$2,600.00
09200-	**Stormwater Pipe**					
09200-	**00100**	**(HDPE) High Density Polyethylene Pipe, Single Wall**				
09200-	00101	4" HDPE SW Pipe, less than 60lf	1	LF	$14.00	$14.00
09200-	00102	4" HDPE SW Pipe, over 60lf	1	LF	$14.00	$14.00
09200-	00103	6" HDPE SW Pipe, less than 60lf	1	LF	$15.00	$15.00
09200-	00104	6" HDPE SW Pipe, over 60lf	1	LF	$15.00	$15.00
09200-	00105	8" HDPE SW Pipe, less than 60lf	1	LF	$19.15	$19.15
09200-	00106	8" HDPE SW Pipe, over 60lf	1	LF	$19.15	$19.15
09200-	00107	12" HDPE SW Pipe, less than 60lf	1	LF	$23.00	$23.00
09200-	00108	12" HDPE SW Pipe, over 60lf	1	LF	$23.00	$23.00
09200-	00109	15" HDPE SW Pipe, less than 60lf	1	LF	$28.75	$28.75
09200-	00110	15" HDPE SW Pipe, over 60lf	1	LF	$28.75	$28.75
09200-	00111	18" HDPE SW Pipe, less than 60lf	1	LF	$31.50	$31.50
09200-	00112	18" HDPE SW Pipe, over 60lf	1	LF	$31.50	$31.50
09200-	00113	24" HDPE SW Pipe, less than 60lf	1	LF	$40.00	$40.00
09200-	00114	24" HDPE SW Pipe, over 60lf	1	LF	$40.00	$40.00
09200-	**00200**	**(HDPE) High Density Polyethylene Pipe, Double Wall**				
09200-	00201	6" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$16.00	$16.00
09200-	00202	6" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$19.40	$19.40
09200-	00203	6" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$16.00	$16.00
09200-	00204	6" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$19.40	$19.40
09200-	00205	8" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$20.30	$20.30
09200-	00206	8" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$25.50	$25.50
09200-	00207	8" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$20.30	$20.30
09200-	00208	8" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$25.50	$25.50
09200-	00209	12" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$22.70	$22.70
09200-	00210	12" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$29.12	$29.12
09200-	00211	12" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$22.70	$22.70
09200-	00212	12" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$29.12	$29.12
09200-	00213	15" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$25.35	$25.35
09200-	00214	15" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$30.60	$30.60
09200-	00215	15" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$25.35	$25.35
09200-	00216	15" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$30.60	$30.60
09200-	00217	18" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$29.75	$29.75
09200-	00218	18" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$35.42	$35.42
09200-	00219	18" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$29.75	$29.75
09200-	00220	18" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$35.42	$35.42
09200-	00221	24" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$38.35	$38.35
09200-	00222	24" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$44.00	$44.00

09200-	00223	24" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$38.35	$38.35
09200-	00224	24" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$44.00	$44.00
09200-	00225	30" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$46.45	$46.45
09200-	00226	30" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$54.50	$54.50
09200-	00227	30" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$43.40	$43.40
09200-	00228	30" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$54.50	$54.50
09200-	00229	36" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$60.25	$60.25
09200-	00230	36" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$68.75	$68.75
09200-	00231	36" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$60.25	$60.25
09200-	00232	36" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$68.75	$68.75
09200-	00233	42" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$79.62	$79.62
09200-	00234	42" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$89.56	$89.56
09200-	00235	42" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$79.61	$79.61
09200-	00236	42" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$89.56	$89.56
09200-	00237	48" HDPE DW Pipe, 0'-6' depth, less than 60lf	1	LF	$102.00	$102.00
09200-	00238	48" HDPE DW Pipe, 6'-12' depth, less than 60lf	1	LF	$120.75	$120.75
09200-	00239	48" HDPE DW Pipe, 0'-6' depth, over 60lf	1	LF	$102.75	$102.75
09200-	00240	48" HDPE DW Pipe, 6'-12' depth, over 60lf	1	LF	$120.75	$120.75
09200-	**00300**	**(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe**				
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$24.55	$24.55
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$25.00	$25.00
09200-	00303	12" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$24.55	$24.55
09200-	00304	12" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$25.65	$25.65
09200-	00305	15" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$28.50	$28.50
09200-	00306	15" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$33.35	$33.35
09200-	00307	15" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$28.50	$28.50
09200-	00308	15" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$33.35	$33.35
09200-	00309	18" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$33.35	$33.35
09200-	00310	18" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$33.35	$33.35
09200-	00311	18" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$33.35	$33.35
09200-	00312	18" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$33.35	$33.35
09200-	00313	24" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$42.82	$42.82
09200-	00314	24" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$42.82	$42.82
09200-	00315	24" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$42.82	$42.82
09200-	00316	24" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$43.25	$43.25
09200-	00317	30" HP DW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$55.75	$55.75
09200-	00318	30" HP DW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$58.88	$58.88
09200-	00319	30" HP DW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$55.77	$55.77
09200-	00320	30" HP DW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$58.94	$58.94
09200-	**00400**	**(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe**				
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$72.45	$72.45
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$72.45	$72.45
09200-	00403	36" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$72.45	$72.45
09200-	00404	36" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$72.45	$72.45
09200-	00405	48" HP TW HDPE Pipe, 0'-6' depth, less than 60lf	1	LF	$140.30	$140.30
09200-	00406	48" HP TW HDPE Pipe, 6'-12' depth, less than 60lf	1	LF	$140.30	$140.30
09200-	00407	48" HP TW HDPE Pipe, 0'-6' depth, over 60lf	1	LF	$140.30	$140.30
09200-	00408	48" HP TW HDPE Pipe, 6'-12' depth, over 60lf	1	LF	$140.30	$140.30
09200-	**00500**	**(CPVC) Corrugated Polyvinyl Chloride Pipe**				
09200-	00501	12" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$22.85	$22.85
09200-	00502	12" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$25.88	$25.88
09200-	00503	12" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$22.85	$22.85
09200-	00504	12" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$25.88	$25.88
09200-	00505	15" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$26.80	$26.80
09200-	00506	15" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$30.82	$30.82
09200-	00507	15" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$26.80	$26.80

09200-	00508	15" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$30.82	$30.82
09200-	00509	18" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$33.00	$33.00
09200-	00510	18" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$36.34	$36.34
09200-	00511	18" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$33.00	$33.00
09200-	00512	18" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$36.34	$36.34
09200-	00513	24" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$45.40	$45.40
09200-	00514	24" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$47.15	$47.15
09200-	00515	24" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$45.40	$45.40
09200-	00516	24" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$47.15	$47.15
09200-	00517	30" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$60.00	$60.00
09200-	00518	30" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$69.35	$69.35
09200-	00519	30" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$60.00	$60.00
09200-	00520	30" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$69.35	$69.35
09200-	00521	36" CPVC Pipe, 0'-6' depth, less than 60lf	1	LF	$77.05	$77.05
09200-	00522	36" CPVC Pipe, 6'-12' depth, less than 60lf	1	LF	$86.25	$86.25
09200-	00523	36" CPVC Pipe, 0'-6' depth, over 60lf	1	LF	$77.05	$77.05
09200-	00524	36" CPVC Pipe, 6'-12' depth, over 60lf	1	LF	$86.25	$86.25
09200-	**00600**	**(PVC) Polyvinyl Chloride Pipe**				
09200-	00601	12" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$27.60	$27.60
09200-	00602	12" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$27.60	$27.60
09200-	00603	12" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$27.60	$27.60
09200-	00604	12" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$27.60	$27.60
09200-	00605	15" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$32.20	$32.20
09200-	00606	15" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$33.50	$33.50
09200-	00607	15" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$32.20	$32.20
09200-	00608	15" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$33.50	$33.50
09200-	00609	18" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$48.30	$48.30
09200-	00610	18" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$50.60	$50.60
09200-	00611	18" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$48.30	$48.30
09200-	00612	18" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$50.60	$50.60
09200-	00613	24" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$71.85	$71.85
09200-	00614	24" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$79.00	$79.00
09200-	00615	24" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$71.85	$71.85
09200-	00616	24" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$79.00	$79.00
09200-	00617	30" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$112.25	$112.25
09200-	00618	30" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$128.80	$128.80
09200-	00619	30" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$112.25	$112.25
09200-	00620	30" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$128.80	$128.80
09200-	00621	36" PVC Pipe, 0'-6' depth, less than 60lf	1	LF	$172.75	$172.75
09200-	00622	36" PVC Pipe, 6'-12' depth, less than 60lf	1	LF	$189.75	$189.75
09200-	00623	36" PVC Pipe, 0'-6' depth, over 60lf	1	LF	$172.75	$172.75
09200-	00624	36" PVC Pipe, 6'-12' depth, over 60lf	1	LF	$189.75	$189.75
09200-	**00700**	**(RCP) Reinforced Concrete Pipe**				
09200-	00701	15" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$31.52	$31.52
09200-	00702	15" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$31.52	$31.52
09200-	00703	15" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$33.35	$33.35
09200-	00704	15" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$33.35	$33.35
09200-	00705	18" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$35.50	$35.50
09200-	00706	18" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$35.50	$35.50
09200-	00707	18" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$36.80	$36.80
09200-	00708	18" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$36.80	$36.80
09200-	00709	24" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$47.82	$47.82
09200-	00710	24" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$47.82	$47.82
09200-	00711	24" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$49.45	$49.45
09200-	00712	24" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$49.45	$49.45
09200-	00713	30" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$62.75	$62.75
09200-	00714	30" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$62.75	$62.75
09200-	00715	30" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$70.40	$70.40
09200-	00716	30" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$70.40	$70.40

09200-	00717	36" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$80.27	$80.27
09200-	00718	36" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$80.27	$80.27
09200-	00719	36" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$90.85	$90.85
09200-	00720	36" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$90.85	$90.85
09200-	00721	42" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$96.00	$96.00
09200-	00722	42" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$96.00	$96.00
09200-	00723	42" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$103.50	$103.50
09200-	00724	42" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$103.50	$103.50
09200-	00725	48" RCP Pipe, 0'-6' depth, less than 60lf	1	LF	$118.00	$118.00
09200-	00726	48" RCP Pipe, 0'-6' depth, over 60lf	1	LF	$118.00	$118.00
09200-	00727	48" RCP Pipe, 6'-12' depth, less than 60lf	1	LF	$126.50	$126.50
09200-	00728	48" RCP Pipe, 6'-12' depth, over 60lf	1	LF	$126.50	$126.50
09200-	**00800**	**(ERCP) Elliptical Reinforced Concrete Pipe**				
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$44.80	$44.80
09200-	00802	12" X 18" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$44.80	$44.80
09200-	00803	12" X 18" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$50.20	$50.20
09200-	00804	12" X 18" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$50.20	$50.20
09200-	00805	14" X 23" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$51.50	$51.50
09200-	00806	14" X 23" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$51.50	$51.50
09200-	00807	14" X 23" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$56.90	$56.90
09200-	00808	14" X 23" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$56.90	$56.90
09200-	00809	19" X 30" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$74.90	$74.90
09200-	00810	19" X 30" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$74.90	$74.90
09200-	00811	19" X 30" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$82.00	$82.00
09200-	00812	19" X 30" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$82.00	$82.00
09200-	00813	24" X 38" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$102.25	$102.25
09200-	00814	24" X 38" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$102.25	$102.25
09200-	00815	24" X 38" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$102.25	$102.25
09200-	00816	24" X 38" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$102.25	$102.25
09200-	00817	29" X 45" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$136.10	$136.10
09200-	00818	29" X 45" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$136.10	$136.10
09200-	00819	29" X 45" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$147.20	$147.20
09200-	00820	29" X 45" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$147.20	$147.20
09200-	00821	34" X 53" ERCP Pipe, 0'-6' depth, less than 60lf	1	LF	$207.00	$207.00
09200-	00822	34" X 53" ERCP Pipe, 0'-6' depth, over 60lf	1	LF	$207.00	$207.00
09200-	00823	34" X 53" ERCP Pipe, 6'-12' depth, less than 60lf	1	LF	$223.40	$223.40
09200-	00824	34" X 53" ERCP Pipe, 6'-12' depth, over 60lf	1	LF	$223.40	$223.40
09200-	**00900**	**(CMP) Corrugated Metal Pipe**				
09200-	00901	18" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$32.20	$32.20
09200-	00902	18" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$32.20	$32.20
09200-	00903	18" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$33.64	$33.64
09200-	00904	18" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$33.64	$33.64
09200-	00905	24" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$43.70	$43.70
09200-	00906	24" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$43.70	$43.70
09200-	00907	24" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$43.70	$43.70
09200-	00908	24" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$43.70	$43.70
09200-	00909	30" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$52.35	$52.35
09200-	00910	30" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$52.35	$52.35
09200-	00911	30" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$63.50	$63.50
09200-	00912	30" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$63.50	$63.50
09200-	00913	36" CMP Pipe, 0'-6' depth, less than 60lf	1	LF	$64.40	$64.40
09200-	00914	36" CMP Pipe, 0'-6' depth, over 60lf	1	LF	$64.40	$64.40
09200-	00915	36" CMP Pipe, 6'-12' depth, less than 60lf	1	LF	$77.35	$77.35
09200-	00916	36" CMP Pipe, 6'-12' depth, over 60lf	1	LF	$77.35	$77.35
09200-	**01000**	**(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe**				
09200-	01001	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$17.25	$17.25

09200-	01002	6" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$17.25	$17.25
09200-	01003	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$19.70	$19.70
09200-	01004	8" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$19.70	$19.70
09200-	01005	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$22.60	$22.60
09200-	01006	12" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$22.60	$22.60
09200-	01007	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$25.80	$25.80
09200-	01008	15" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$25.80	$25.80
09200-	01009	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$27.60	$27.60
09200-	01010	18" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$27.60	$27.60
09200-	01011	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$41.35	$41.35
09200-	01012	24" PSW HDPE Trench Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$41.35	$41.35
09200-	**01100**	**(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe**				
09200-	01101	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$17.40	$17.40
09200-	01102	6" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$17.40	$17.40
09200-	01103	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$19.85	$19.85
09200-	01104	8" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$19.85	$19.85
09200-	01105	12" PDW HDPE Sock Wrap Underdrain,0'-6' depth, less than 500lf	1	LF	$22.15	$22.15
09200-	01106	12" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$22.15	$22.15
09200-	01107	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$25.20	$25.20
09200-	01108	15" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$25.20	$25.20
09200-	01109	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$27.75	$27.75
09200-	01110	18" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$27.75	$27.75
09200-	01111	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, less than 500lf	1	LF	$40.35	$40.35
09200-	01112	24" PDW HDPE Sock Wrap Underdrain, 0'-6' depth, over 500lf	1	LF	$40.35	$40.35
09300-	**Mitered End Sections**					
09300-	**00100**	**(RCP) Round Concrete Pipe Cross Drain MES**				
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$775.00	$775.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$855.00	$855.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$870.00	$870.00
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,380.00	$1,380.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,124.00	$2,124.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,773.00	$2,773.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,327.00	$3,327.00
09300-	**00200**	**(CMP) Round Corrugated Metal Pipe Cross Drain MES**				
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$775.00	$775.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$855.00	$855.00
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$870.00	$870.00
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,380.00	$1,380.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$2,450.00	$2,450.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,160.00	$3,160.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	$4,000.00	$4,000.00

09300-	**00300**	**(ERCP) Elliptical Concrete Pipe Cross Drain MES**				
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$887.00	$887.00
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$963.00	$963.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,121.00	$1,121.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$1,392.00	$1,392.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$3,440.00	$3,440.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	$4,535.00	$4,535.00
09300-	**00400**	**(RCP) Round Concrete Pipe Side Drain MES**				
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$795.00	$795.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$855.00	$855.00
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$880.00	$880.00
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,416.00	$1,416.00
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$2,070.00	$2,070.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$3,363.00	$3,363.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	$3,658.00	$3,658.00
09300-	**00500**	**(CMP) Round Corrugated Metal Pipe Side Drain MES**				
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$832.00	$832.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$832.00	$832.00
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$915.00	$915.00
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$1,750.00	$1,750.00
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$1,750.00	$1,750.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$2,596.00	$2,596.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	$2,950.00	$2,950.00
09300-	**00600**	**(ERCP) Elliptical Concrete Pipe Side Drain MES**				
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$791.00	$791.00
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$899.00	$899.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,130.00	$1,130.00
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$1,475.00	$1,475.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$3,495.00	$3,495.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	$4,610.00	$4,610.00
09400-	**00100**	**Headwall and Energy Dissipator**				
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	$1,000.00	$1,000.00
09400-	00102	Class II Concrete for Endwalls	1	CY	$1,113.00	$1,113.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	$1.90	$1.90
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	$54.50	$54.50
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	$331.25	$331.25
09500-	**00100**	**Misc. and Removal**				
09500-	00101	Construct Concrete Collar on Pipe	1	CY	$312.50	$312.50
09500-	00102	Pipe Removal, 6"-30", less than 60lf	1	LF	$12.50	$12.50
09500-	00103	Pipe Removal, 6"-30", over 60lf	1	LF	$12.50	$12.50
09500-	00104	Pipe Removal, 36" and larger, less than 60lf	1	LF	$14.00	$14.00
09500-	00105	Pipe Removal, 36" and larger, over 60lf	1	LF	$14.00	$14.00
09500-	00106	Remove Gravel from Pipe Bed	1	CY	$16.25	$16.25
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	$517.00	$517.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	$517.00	$517.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	$687.00	$687.00
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	$517.00	$517.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	$517.00	$517.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	$270.00	$270.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	$405.00	$405.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	$218.50	$218.50
10000-	***Sewer***					
10100-	**00100**	**Gravity**				
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	$16.52	$16.52

10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	$16.52	$16.52
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	$25.00	$25.00
10100-	00104	8" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	$25.00	$25.00
10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	1	LF	$16.80	$16.80
10100-	00106	10" Sewer Line Gravity Fed, 0-6' depth, over 60lf	1	LF	$16.80	$16.80
10100-	00107	10" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	1	LF	$28.40	$28.40
10100-	00108	10" Sewer Line Gravity Fed, 6-12' depth, over 60lf	1	LF	$28.40	$28.40
10200-	**00100**	**Force Main**				
10200-	00101	6" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$13.80	$13.80
10200-	00102	6" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$13.80	$13.80
10200-	00103	6" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$20.30	$20.30
10200-	00104	6" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$20.30	$20.30
10200-	00105	8" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$16.85	$16.85
10200-	00106	8" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$16.85	$16.85
10200-	00107	8" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$27.20	$27.20
10200-	00108	8" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$27.20	$27.20
10200-	00109	10" Sewer Line Force Main, 0-6' depth, less than 60lf	1	LF	$21.25	$21.25
10200-	00110	10" Sewer Line Force Main, 0-6' depth, over 60lf	1	LF	$21.25	$21.25
10200-	00111	10" Sewer Line Force Main, 6-12' depth, less than 60lf	1	LF	$30.50	$30.50
10200-	00112	10" Sewer Line Force Main, 6-12' depth, over 60lf	1	LF	$30.50	$30.50
10300-	**00100**	**Manholes**				
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	$3,282.00	$3,282.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	$3,718.00	$3,718.00
10400-	**00100**	**Services**				
10400-	00101	4" Sewer Service Line - Short, less than 12lf	1	LF	$13.00	$13.00
10400-	00102	4" Sewer Service Line - Long, over 12lf	1	LF	$13.00	$13.00
10400-	00103	6" Sewer Service Line - Short, less than 12lf	1	LF	$19.00	$19.00
10400-	00104	6" Sewer Service Line - Long, over 12lf	1	LF	$19.00	$19.00
10500-	**00100**	**Fittings**				
10500-	00101	8" Tapping Sleeve w/ Valve	1	EA	$3,000.00	$3,000.00
10500-	00102	8" x 8" x 8" Tee Fitting	1	EA	$1,067.00	$1,067.00
10500-	00103	6" x 8" x 8" Tee Fitting	1	EA	$916.00	$916.00
10500-	00104	8" 90 Elbow	1	EA	$916.00	$916.00
10600-	**00100**	**Miscellaneous**				
10600-	00101	8" Iron Clean Out	1	EA	$550.00	$550.00
10600-	00102	8" Gate Valve w/ Box	1	EA	$1,218.00	$1,218.00
10600-	00103	Encase Sewer Line, less than 60lf	1	LF	$52.00	$52.00
10600-	00104	Encase Sewer Line, over 60lf	1	LF	$52.00	$52.00
11000-	***Water***					
11100-	**00100**	**Pipe**				
11100-	00101	4" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$10.50	$10.50
11100-	00102	4" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$10.50	$10.50
11100-	00103	4" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$12.50	$12.50
11100-	00104	4" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$12.50	$12.50
11100-	00105	6" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$13.57	$13.57
11100-	00106	6" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$13.57	$13.57
11100-	00107	6" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$17.16	$17.16
11100-	00108	6" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$18.46	$18.46
11100-	00109	8" PVC Waterline, 0'-6' depth, less than 60lf	1	LF	$14.33	$14.33
11100-	00110	8" PVC Waterline, 0'-6' depth, over 60lf	1	LF	$14.33	$14.33
11100-	00111	8" PVC Waterline, 6'-12' depth, less than 60lf	1	LF	$21.00	$21.00
11100-	00112	8" PVC Waterline, 6'-12' depth, over 60lf	1	LF	$21.00	$21.00
11100-	00113	8" Iron Ductile Water Line, 0'-6' depth, less than 60lf	1	LF	$41.00	$41.00
11100-	00114	8" Iron Ductile Water Line, 0'-6' depth, over 60lf	1	LF	$41.00	$41.00

11100-	00115	8" Iron Ductile Water Line, 6'-12' depth, less than 60lf	1	LF	$49.25	$49.25
11100-	00116	8" Iron Ductile Water Line, 6'-12' depth, over 60lf	1	LF	$49.25	$49.25
11200-	**00100**	**Services**				
11200-	00101	1" Water Service Line - Short, less than 12lf	1	LF	$10.98	$10.98
11200-	00102	1" Water Service Line - Long, over 12lf	1	LF	$9.36	$9.36
11200-	00103	1.5" Water Service Line - Short, less than 12lf	1	LF	$9.40	$9.40
11200-	00104	1.5" Water Service Line - Long, over 12lf	1	LF	$9.40	$9.40
11200-	00105	2" Water Service Line - Short, less than 12lf	1	LF	$11.86	$11.86
11200-	00106	2" Water Service Line - Long, over 12lf	1	LF	$11.86	$11.86
11300-	**00100**	**Fittings**				
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	$2,215.00	$2,215.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	$2,215.00	$2,215.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	$2,500.00	$2,500.00
11300-	00104	4" x 4" x 4" Tee Fitting	1	EA	$386.00	$386.00
11300-	00105	4" x 6" x 6" Tee Fitting	1	EA	$504.00	$504.00
11300-	00106	6" x 6" x 6" Tee Fitting	1	EA	$504.00	$504.00
11300-	00107	4" Elbow, 22.5°, 45°, 90°	1	EA	$288.00	$288.00
11300-	00108	6" Elbow, 22.5°, 45°, 90°	1	EA	$325.00	$325.00
11300-	00109	8" Elbow, 22.5°, 45°, 90°	1	EA	$515.00	$515.00
11300-	00110	6" Gate Valve w/ Box	1	EA	$1,350.00	$1,350.00
11300-	00111	6" Gate Valve	1	EA	$1,000.00	$1,000.00
11300-	00112	8" Tapping Sleeve w/ Valve	1	EA	$3,021.00	$3,021.00
11300-	00113	8" Gate Valve w/ Box	1	EA	$1,350.00	$1,350.00
11300-	00114	4" Insert-A-Valve	1	EA	$5,950.00	$5,950.00
11300-	00115	6" Insert-A-Valve	1	EA	$6,875.00	$6,875.00
11300-	00116	8" Insert-A-Valve	1	EA	$8,358.00	$8,358.00
11400-	**00100**	**Miscellaneous**				
11400-	00101	Adjust Existing Water Valves (Rings and Boxes To Be Provided By Contractor) Includes concrete collar	1	EA	$325.00	$325.00
11400-	00102	Readjust Water Meter	1	EA	$275.00	$275.00
11400-	00103	Relocate Water Meter	1	EA	$325.00	$325.00
11400-	00104	Readjust Water Valve	1	EA	$275.00	$275.00
11400-	00105	Relocate Fire Hydrant	1	EA	$2,515.00	$2,515.00
11400-	00106	Re-connect Fire Hydrant	1	EA	$1,555.00	$1,555.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA	$3,768.00	$3,768.00
12000-	***Drilling***					
12100-	**00100**	**Jack and Bore**				
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	$162.00	$162.00
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	$216.00	$216.00
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	$162.00	$162.00
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	$240.00	$240.00
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	$162.00	$162.00
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	$240.00	$240.00
12100-	00107	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$135.00	$135.00
12100-	00108	Jack and Bore and Encasement for 6" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$235.00	$235.00
12100-	00109	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$265.00	$265.00
12100-	00110	Jack and Bore and Encasement for 8" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$301.00	$301.00
12100-	00111	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 0-6' depth	1	LF	$315.00	$315.00
12100-	00112	Jack and Bore and Encasement for 10" pipe (Pipe included and Encasement pipe), 6-12' depth	1	LF	$330.00	$330.00
13000-	***Stormwater Pollution Prevention***					

13100-	**00100**	**Stabilization**				
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	$2.35	$2.35
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	$2.15	$2.15
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	$4.60	$4.60
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	$4.35	$4.35
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	$2.65	$2.65
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	$2.50	$2.50
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	$2.35	$2.35
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	$2.15	$2.15
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB	$13.00	$13.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	$13.00	$13.00
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	$13.00	$13.00
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	$6.75	$6.75
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	$6.75	$6.75
13100-	00114	Mulch, (2 Ton Per Acre)	1	TON	$433.00	$433.00
13100-	00115	Seed & Mulch Road & Shoulders	1	SY	$0.55	$0.55
13100-	00116	Erosion mat with the seed and mulch included in the mat.	1	EA	$4.00	$4.00
13200-	**00100**	**Energy Dissipation**				
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	$76.35	$76.35
13200-	00102	4" Bedding Stone and Geotextile	1	SY	$8.35	$8.35
13200-	00103	Rip Rap Rubble, Type I	1	TON	$76.35	$76.35
13200-	00104	Rip Rap Rubble, Type II	1	TON	$81.25	$81.25
13200-	00105	Grout Fill for Rip Rap	1	CY	$315.75	$315.75
13300-	**00100**	**Erosion Control**				
13300-	00101	Silt Fence Type III, less than 500lf	1	LF	$2.25	$2.25
13300-	00102	Silt Fence Type III, over 500lf	1	LF	$2.25	$2.25
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	$4.25	$4.25
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	$4.25	$4.25
13300-	00105	Staked Turbidity Barrier	1	LF	$16.50	$16.50
13300-	00106	Floating Turbidity Barrier	1	LF	$26.50	$26.50
13300-	00107	Safety Fence, less than 500lf	1	LF	$3.10	$3.10
13300-	00108	Safety Fence, over 500lf	1	LF	$3.10	$3.10
13300-	00109	Baled Hay or Straw	1	EA	$9.35	$9.35
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	$1,425.00	$1,425.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	$14.00	$14.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	$1,425.00	$1,425.00
13400-	**00100**	**Removal**				
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	$36.50	$36.50
13400-	00102	Remove Existing Energy Dissipater	1	EA	$725.00	$725.00
14000-	***Fence***					
14100-	**00100**	**Chain Link**				
14100-	00101	4' Chain Link Fence, less than 150 lf	1	LF	$11.85	$11.85
14100-	00102	4' Chain Link Fence, over 150 lf	1	LF	$11.85	$11.85
14100-	00103	6' Chain Link Fence, less than 150 lf	1	LF	$14.66	$14.66
14100-	00104	6' Chain Link Fence, over 150 lf	1	LF	$14.66	$14.66
14100-	00105	4' X 4' Single Chain Link Swing Gate	1	EA	$400.00	$400.00
14100-	00106	4' X 6' Single Chain Link Swing Gate	1	EA	$452.00	$452.00
14100-	00107	6' X 6' Single Chain Link Swing Gate	1	EA	$515.00	$515.00
14100-	00108	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	$591.00	$591.00
14100-	00109	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	$775.00	$775.00
14100-	00110	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	$838.00	$838.00
14100-	00111	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	$966.00	$966.00
14200-	**00100**	**Wire**				

14200-	00101	4' Wire Fence, less than 150 lf	1	LF	$9.50	$9.50
14200-	00102	4' Wire Fence, over 150 lf	1	LF	$9.50	$9.50
14300-	**00100**	**Wood**				
14300-	00101	Wood Split Rail Fence, less than 150lf	1	LF	$11.75	$11.75
14300-	00102	Wood Split Rail Fence, Over 150lf	1	LF	$11.75	$11.75
14300-	00103	6' Wood Fence (Non alternating Vertical Boards), less than 150lf	1	LF	$11.75	$11.75
14300-	00104	6' Wood Fence (Non alternating Vertical Boards), over 150lf	1	LF	$11.75	$11.75
14300-	00105	6' Wood Fence (Alternating Vertical Boards), less than 150lf	1	LF	$14.50	$14.50
14300-	00106	6' Wood Fence (Alternating Vertical Boards), over 150lf	1	LF	$14.50	$14.50
14300-	00107	Single Wood Gate 6' X 4'	1	EA	$110.00	$110.00
14300-	00108	Single Wood Gate 6' X 5'	1	EA	$135.00	$135.00
14300-	00109	Double Wood Gate 6' X 5'	1	EA	$218.00	$218.00
14400-	**00100**	**Removal**				
14400-	00101	Remove Existing 6' Wood Fence	1	LF	$3.00	$3.00
14400-	00102	Remove Existing Split Rail Fence	1	LF	$3.00	$3.00
14400-	00103	Remove Existing Chain Link Fence	1	LF	$3.00	$3.00
14400-	00104	Remove Existing Wire Fence	1	LF	$3.00	$3.00
14500-	**00100**	**Posts**				
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	$66.15	$66.15
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	$66.15	$66.15
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	$42.25	$42.25
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	$89.00	$89.00
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	$136.00	$136.00
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	$42.00	$42.00
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	$68.00	$68.00
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	$42.00	$42.00
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	$89.00	$89.00
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	$136.00	$136.00
15000-	***Irrigation***					
15100-	**00100**	**Sprinkler Head**				
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$92.40	$92.40
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	$92.40	$92.40
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	$92.40	$92.40
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$92.40	$92.40
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$92.40	$92.40
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	$103.95	$103.95
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA	$96.00	$96.00
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	$96.00	$96.00
15100-	00109	4" Spray Type Sprinkler Head	1	EA	$92.40	$92.40
15100-	00110	6" Spray Type Sprinkler Head	1	EA	$92.40	$92.40
15100-	00111	12" Spray Type Sprinkler Head	1	EA	$103.95	$103.95
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA	$56.20	$56.20
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	$56.20	$56.20
15200-	**00100**	**Sprinkler Line**				
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA	$12.00	$12.00
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA	$25.00	$25.00
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF	$1.00	$1.00
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF	$1.00	$1.00
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF	$1.25	$1.25
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF	$1.25	$1.25
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF	$2.00	$2.00
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF	$2.00	$2.00
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	$2.15	$2.15
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	$2.15	$2.15

15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	$4.60	$4.60
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	$4.60	$4.60
15300-	**00100**	**Fittings and Valves**				
15300-	00101	Deep Well Tree Bubbler	1	EA	$43.00	$43.00
15300-	00102	Tree Emitter w/ Tree Grate	1	EA	$91.00	$91.00
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA	$15.00	$15.00
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA	$15.00	$15.00
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA	$15.00	$15.00
15300-	00106	Drip Emitter Tubing Outlet	1	EA	$1.85	$1.85
15300-	00107	90 degree PVC Fitting	1	EA	$10.00	$10.00
15300-	00108	"T" PVC Fitting	1	EA	$10.00	$10.00
15300-	00109	"Cross" PVC Fitting	1	EA	$10.00	$10.00
15300-	00110	Flex Pipe	1	EA	$1.00	$1.00
15300-	00111	Flex Pipe Nipple	1	EA	$5.00	$5.00
15300-	00112	Flex Pipe "T"	1	EA	$5.00	$5.00
15300-	00113	Flex Pipe Elbow	1	EA	$5.00	$5.00
15300-	00114	Install 4" Conduit for irrigation pipe	1	LF	$5.60	$5.60
15300-	00115	Install Electrical Conduit for irrigation System	1	LF	$5.60	$5.60
15300-	00116	Multiple Day Pump Timer (Intermatic)	1	EA	$235.00	$235.00
15300-	00117	3 zone Switching Box	1	EA	$175.00	$175.00
15300-	00118	4 zone Switching Box	1	EA	$215.00	$215.00
15300-	00119	1.5 hp Pump	1	EA	$475.00	$475.00
15300-	00120	2.0 hp Pump	1	EA	$565.00	$565.00
15300-	00121	Solar Powered Solenoid	1	EA	$213.00	$213.00
15300-	00122	DC Powered Solenoid	1	EA	$36.25	$36.25
15300-	00123	AC Powered Solenoid	1	EA	$36.25	$36.25
15300-	00124	Backflow Preventer w/ Enclosure	1	EA	$480.00	$480.00
15300-	00125	Pressure Reducing Valves	1	EA	$203.00	$203.00
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	1	EA	$384.00	$384.00
15300-	00127	Wye Strainer	1	EA	$69.50	$69.50
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	$165.00	$165.00
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	$216.00	$216.00
15300-	00130	Shut Off Valve: Butterfly Valve Type	1	EA	$475.00	$475.00
15300-	00131	Quick Coupler Valve	1	EA	$210.00	$210.00
15300-	00132	Angle Valve	1	EA	$68.00	$68.00
15300-	00133	Remote Control Valve	1	EA	$46.25	$46.25
15300-	00134	Master Control Valve	1	EA	$46.25	$46.25
15300-	00135	Automatic Controller (Electric): In Enclosure	1	EA	$211.00	$211.00
15300-	00136	Automatic Controller (Electric): Wall Mounted	1	EA	$211.00	$211.00
15300-	00137	Automatic Controller (Electric): Pedestal Mounted	1	EA	$513.00	$513.00
15300-	00138	Automatic Controller (Solar): In Enclosure	1	EA	$332.00	$332.00
15300-	00139	Automatic Controller (Solar): Wall Mounted	1	EA	$332.00	$332.00
15300-	00140	Automatic Controller (Solar): Pedestal Mounted	1	EA	$634.00	$634.00
15300-	00141	Light Powered Controller	1	EA	$151.00	$151.00
15300-	00142	Low Voltage Controller Wiring	1	LF	$1.00	$1.00
15300-	00143	Valves Boxes	1	EA	$50.00	$50.00
15300-	00144	Flush Valve: Manual Type	1	EA	$50.00	$50.00
15300-	00145	Flush Valve: Automatic Type	1	EA	$78.00	$78.00
15300-	00146	Air / Vacuum Relief Valve	1	EA	$78.00	$78.00
15300-	00147	Air Release Valve	1	EA	$78.00	$78.00
15300-	00148	Pressure Relief Valve	1	EA	$78.00	$78.00
15300-	00149	Pressure Regulator	1	EA	$135.00	$135.00
15300-	00150	Drip Remote Control Valve Assembly	1	EA	$275.00	$275.00
15300-	00151	Remote Control Valve	1	EA	$100.00	$100.00
15300-	00152	Flow Sensors	1	EA	$100.00	$100.00
15300-	00153	Rain Sensors	1	EA	$100.00	$100.00
15300-	00154	Moisture Sensor	1	EA	$100.00	$100.00
15300-	00155	Basket Strainer	1	EA	$76.00	$76.00
15300-	00156	Booster Pump	1	EA	$300.00	$300.00
15300-	00157	Control Wire Pull Box	1	EA	$45.00	$45.00

15300-	00158	Hose Bibs	1	EA	$45.00	$45.00
15300-	00159	Thrust Blocks	1	EA	$76.00	$76.00
15300-	00160	Stabilizing Rods	1	EA	$2.25	$2.25
15300-	00161	Well Drilling 4"per linear foot	1	LF	$16.75	$16.75
15300-	00162	Well Drilling 6"per linear foot	1	LF	$27.85	$27.85
15300-	00163	Submersible Pumps. 5 hp	1	EA	$1,528.00	$1,528.00
15300-	00164	Submersible Pumps. 7.5 hp	1	EA	$2,650.00	$2,650.00
15300-	00165	Submersible Pumps. 10 hp	1	EA	$5,230.00	$5,230.00
16000-	***Landscape***					
16100-	**00100**	**Wildflowers**				
16100-	00101	Lance-leaf Tickseed (Seed Application)	1	AC	$1,225.00	$1,225.00
16100-	00102	Lance-leaf Tickseed (Seed Application)	1	SY	$1.15	$1.15
16100-	00103	Thickleaf Phlox (Seed Application)	1	AC	$1,225.00	$1,225.00
16100-	00104	Thickleaf Phlox (Seed Application)	1	SY	$1.15	$1.15
16200-	**00100**	**Trees**				
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	1	EA	$275.00	$275.00
16200-	00102	Crape myrtles (minimum 20 Gal container)	1	EA	$275.00	$275.00
16200-	00103	Dogwood (minimum 20 Gal container)	1	EA	$275.00	$275.00
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)	1	EA	$275.00	$275.00
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	1	EA	$275.00	$275.00
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	1	EA	$275.00	$275.00
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	1	EA	$275.00	$275.00
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA	$305.00	$305.00
16200-	00109	Sago Palm (minimum 10 Gal container)	1	EA	$275.00	$275.00
16300-	**00100**	**Shrubs**				
16300-	00101	Azaleas, minimum 3 gallon container	1	EA	$20.00	$20.00
16300-	00102	Ligustrum, minimum 3 gallon container	1	EA	$20.00	$20.00
16300-	00103	Lirope (Minimum 1 gallon)	1	EA	$10.00	$10.00
16300-	00104	Lantana (Minimum 1 gallon)	1	EA	$10.00	$10.00
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	1	EA	$10.00	$10.00
16400-	**00100**	**Mulch**				
16400-	00101	Red Cedar Mulch	1	CY	$70.00	$70.00
16400-	00102	Tan Mulch	1	CY	$54.05	$54.05
16400-	00103	Pine Bark Mulch	1	CY	$54.05	$54.05
16400-	00104	Pine straw	1	Bale	$12.00	$12.00
16500-	**00100**	**Miscellaneous**				
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA	$20.00	$20.00
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	$240.00	$240.00
16500-	00103	Cord Grass	1	EA	$5.00	$5.00
16500-	00104	Arrow Head	1	EA	$5.00	$5.00
16500-	00105	Pickend Weed	1	EA	$5.00	$5.00
17000-	***Miscellaneous***					
17100-	00101	Adjust Existing Gas Valve	1	EA	$315.00	$315.00
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	$750.00	$750.00
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***					
18100-	00101	Emergemcy Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per $10,000	MAXIMUM	#VALUE!

Liz Bush

From: Brett [Brett@roadsinc.com]
Sent: Thursday, July 31, 2014 4:22 PM
To: Liz Bush
Subject: RE: Per your request...

Price as follows
05600-00107 Asphalt Milling 1 C.Y. $100.00
08400-00108 Tied concrete block 1S.Y. $52.00
18100-00101 Emergency response Fee 1 Per 10,000.00=$1000.00

These are the prices for the adds to the pricing agreement from Roads, Inc.

Thanks Brett

Brett Moylan
Vice-President, C.O.O.

106 Stone Blvd.
Cantonment, FL 32533
Office# 850-968-0991
Fax# 850-968-0996
brett@roadsinc.com

From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Thursday, July 31, 2014 10:30 AM
To: Brett
Subject: Per your request...

Project Name ?		**PD10-11.065 General Paving and Drainage Pricing Agreement** **Valid From October 1, 2014 till September 30, 2015**			**Contractor name**	
Section	**Category**	**Sub-Category**	**Quantity**	**Units**	**Unit Price**	**Ext Cost**
05600-	**00100**	**Milling**				
05600-	00107	Asphalt Millings	1	CY		
08400-	**00100**	**Drainage**				
08400-	00108	Tied Concrete Block	1	SY		
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***					
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per $10,000		

Elizabeth Bush

Elizabeth Bush

Senior Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

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Liz Bush

From: Brett [Brett@roadsinc.com]
Sent: Monday, August 04, 2014 9:01 AM
To: Liz Bush
Subject: Re: Per your request...

That is correct!

Sent from my iPhone

On Aug 4, 2014, at 7:11 AM, "Liz Bush" <mebush@co.escambia.fl.us> wrote:

> Brett,
>
> Just to clarify, since you did not submit any other prices, you only want to add prices for the three items below and hold your prices from last year.
>
> **<image001.jpg>**
>
> **Elizabeth Bush**
> Senior Project Coordinator
>
> **Escambia County Public Works Department, Engineering Division**
> 3363 West Park Place,
> Pensacola, Florida 32505
>
> **mebush@myescambia.com**
> Office: (850) 595-3450
> Cell: (850) 554-3063
>
> **Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**
>
> ---
>
> **From:** Brett [mailto:Brett@roadsinc.com]
> **Sent:** Thursday, July 31, 2014 4:22 PM
> **To:** Liz Bush
> **Subject:** RE: Per your request...
>
> Price as follows
> 05600-00107 Asphalt Milling 1 C.Y. $100.00
> 08400-00108 Tied concrete block 1S.Y. $52.00
> 18100-00101 Emergency response Fee 1 Per 10,000.00=$1000.00
>
> These are the prices for the adds to the pricing agreement from Roads, Inc.
>
> Thanks Brett
>
> <image005.jpg>
> Brett Moylan
> Vice-President, C.O.O.
>
> 106 Stone Blvd.
> Cantonment, FL 32533
> Office# 850-968-0991

Fax# 850-968-0996
brett@roadsinc.com

From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Thursday, July 31, 2014 10:30 AM
To: Brett
Subject: Per your request...

Project Name ?		**PD10-11.065 General Paving and Drainage Pricing Agreement** **Valid From October 1, 2014 till September 30, 2015**			**Contractor nar**	
Section	**Category**	**Sub-Category**	**Quantity**	**Units**	**Unit Price**	**E**
05600-	**00100**	**Milling**				
05600-	00107	Asphalt Millings	1	CY		
08400-	**00100**	**Drainage**				
08400-	00108	Tied Concrete Block	1	SY		
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***					
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per $10,000		

<image006.jpg>

Elizabeth Bush
Senior Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
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Liz Bush

From: Charley Radford [cradford@uscofl.com]
Sent: Thursday, July 31, 2014 5:15 PM
To: Liz Bush
Subject: RE: Pricing Agreement Spreadsheet

Liz,

We offer the following items:
Asphalt Millings: $71.18/CY
Tied Concrete Blocks $100.00/SY
Emergency Response Fee 25% of Itemized Total

All previously submitted items to remain the same.

Please confirm receipt.

Thanks.

Charley Radford
Utility Service Co., Inc.

From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Tuesday, July 01, 2014 7:34 AM
To: Charley Radford; Gulf Atlantic Constructors_Byron Bauer; Roads, Inc_Brett Moylan; Panhandle Grading and Paving_Bobby Godfrey; APAC_Matt Waite; utilityservice; Heaton Brothers Construction_Todd Stafford; Heaton Brothers Construction_Matt Miller
Cc: Kirk Kassebaum; Joy Jones
Subject: RE: Pricing Agreement Spreadsheet

Charlie (and everyone else),

To clarify things a little, the “Emergency Response Fee” will only be allowed to be used during a Local Declared Natural Disaster. When an area qualifies for State (FDOT) or Federal (FEMA, FHWA, etc) reimbursement, certain guidelines must be adhered to. Some, but not all, requirements include certified payroll, Buy America, Davis-Bacon Act, etc. We also know that certain things (fuel, materials, etc.) can escalate during this time, depending on the severity of that disaster.

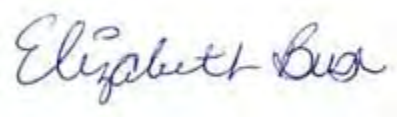
Since these are requirements imposed under the State and Federal reimbursement guidelines, we are allowing the contractor to submit a fee that would be added to each contract that is issued during a Local Declared Natural Disaster. Normally, a contractor would not be required to supply this information to the County when completing a project during non-disaster times.

If you are contacted during a disaster to perform work for the County, we would expect a verbal and/or written response within 24 hours and a physical response within 72 hours. If you are not able to respond for construction within 72 hours, you would need to contact the County PM that requested your company and inform them that you would not be able to perform the work so they can pass the work to the next available contractor.

The work could, but not be limited to, repairing a roadway that has washed out and needs to be reopened so residents will have access to their homes/properties.

In a nut shell, it's a way for the contractor to recover expenses that would not normally be allowed while using the pricing agreement.

Please call me if you have any more questions…



Elizabeth Bush
Project Coordinator

Escambia County Public Works Department, Engineering Division
3363 West Park Place,
Pensacola, Florida 32505

mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.

From: Charley Radford [mailto:cradford@uscofl.com]
Sent: Friday, June 27, 2014 12:25 PM
To: Liz Bush; Gulf Atlantic Constructors_Byron Bauer; Roads, Inc_Brett Moylan; Panhandle Grading and Paving_Bobby Godfrey; APAC_Matt Waite; utilityservice; Heaton Brothers Construction_Todd Stafford
Cc: Kirk Kassebaum; Joy Jones
Subject: RE: Pricing Agreement Spreadsheet

Liz,

We plan to update our pricing.

We are however, struggling mightily on how to price the items. We make individual cost calculations for each facet/item of work for every project we bid on. The nature of this pricing agreement does not allow such contemplation….we are merely guessing as to the scope, intensity, risk, distance away from supplies/material/borrow pits, etc.

The "Emergency Response Fee" adds yet another element to this. Some of the questions we have are: How quick are we to respond? What resources will the emergency take? How intense/risky is the work? How quickly does the work have to be performed? What size/revenue volume is the emergency? What material/subs escalation will we be dealing with once the emergency situation has occurred? Is the emergency a 24 hour operation requiring concrete and asphalt plant night operation surcharges?

We can't help but to think there is a way to integrate these concerns into a workable format. We would favor a mandatory pre bid conference to discuss these topics. We will make ourselves available to attend. We look forward to your response.

Thanks.

Charley Radford, Vice President
Utility Service Co., Inc.

From: Liz Bush [mailto:mebush@co.escambia.fl.us]
Sent: Thursday, June 26, 2014 7:18 AM
To: Gulf Atlantic Constructors_Byron Bauer; Roads, Inc_Brett Moylan; Panhandle Grading and Paving_Bobby Godfrey; APAC_Matt Waite; utilityservice; Heaton Brothers Construction_Todd Stafford
Cc: Kirk Kassebaum; Joy Jones
Subject: Pricing Agreement Spreadsheet

Gentlemen,

Attached is the spreadsheet that will need to be filled out for the extension of the General Paving and Drainage Pricing Agreement for next year. We have also added another line item to the contract for an Emergency Response Fee to be used in the event of a declared disaster.

Also, I don't have a response to participate from Todd or Ron/Charlie. If I don't have a response from you by Monday, all existing prices will remain for next year and the three items we added will result in a "No Bid" for the added items.

If you have any questions please let me know.



Elizabeth Bush
Project Coordinator

Escambia County Public Works Department, Engineering Division
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Pensacola, Florida 32505

mebush@myescambia.com
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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued


2011000981

35. Awarding Unit Price Contract PD 10-11.065, "General Paving & Drainage Pricing Agreement," to Panhandle Grading & Paving, Inc.; APAC Mid-South, Inc.; Utility Service Co., Inc.; Gulf Atlantic Constructors, Inc.; Heaton Brothers Construction, Co., Inc.; Starfish, Inc., of Alabama; and Roads, Inc., of NWF, for a term of 36 months, effective October 1, 2011, for an annual amount per vendor not to exceed $2,000,000 (Funding: Fund 333, "New Road Construction," Cost Center 210204; Fund 351, "Local Option Sales Tax II," Cost Center 210105; Fund 352, "Local Option Sales Tax III," Cost Center 210107; Fund 352, "Local Option Sales Tax III", Cost Center 210802/350229; Fund 181, "Master Drainage Basins," Cost Centers 210719 through 210736; Fund 175, "Transportation Trust Fund," Cost Center 210304; and Fund 001, "SRIA," Cost Center 211106).

This action was amended. See Page 32 of the May 3, 2012, BCC Minutes.


2011000960

14. Insurance Contract – Whitman and Whitman

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Valentino absent, approving Contract PD 10-11.064, *Property, Boiler and Machinery, Crime, Workers Compensation, Statutory Death Benefits Insurance Agent*, to Whitman and Whitman, Inc., for the term of 36 months, with options for two 12-month extensions, for a total annual compensation not to exceed $80,000 (Funding: Fund 501, Internal Service Fund, Cost Center 140834, Object Code 54501), as amended to correct the Cost Center to read 140835.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-34. Approval of Various Consent Agenda Items – Continued



29. Taking the following action on Contract PD 10-11.065, "General Paving and Drainage Pricing Agreement" (Funding Source: various Funds, Cost Centers, and Project Numbers):

A. Approving the final 12-month extension, effective October 1, 2013, on the Unit Price Contract PD 10-11.065, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

(1) APAC Mid-South, Inc. – Unit Price changes requested;
(2) Gulf Atlantic Constructors, Inc. – No Unit Price changes requested;
(3) Heaton Brothers Construction Co., Inc. – No Unit Price changes requested;
(4) Panhandle Grading and Paving, Inc. – Unit Price changes requested;
(5) Roads, Inc., of NWF – Unit Price changes requested; and
(6) Utility Services Co., Inc. – No Unit Price changes requested;

B. Authorizing the subject Contract for use by various Departments, and approving to utilize the accepted Bid Form Price Listing and Balance of Line Items, as defined, within the Special Terms and Conditions of the Solicitation, to determine the lowest bid for a Project; and

C. Authorizing the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2013-2014.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6838 **County Administrator's Report 10. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approve Payment to Utility Service Company, Inc. for Myrtle Grove Athletic Park Emergency Repairs - April 29, 2014 Flood Event
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Myrtle Grove Athletic Park Emergency Repairs Project - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the payment to Utility Service Company, Inc., for Myrtle Grove Athletic Park Emergency Repairs Project, for the April 29, 2014, Flood Event, for the emergency response balance of line items of $24,517.75.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330495, Object Code 54612, Project #ESGPR03]

BACKGROUND:

On June 3, 2014, the Board approved Purchase Order #141328 for the "April Flood Emergency Repairs for the Myrtle Grove Athletic Park Emergency Repair Project", on Contract PD 12-13.037 "Myrtle Grove Athletic Park Improvements". During the Board meeting, the Board required that items listed under the Balance of Line Items entitled "Emergency Response" be approved by the Board.

BUDGETARY IMPACT:

Funds are available in Fund 112 "Disaster Recovery Fund", Cost Center 330495, Object Code 54612, Project #ESGPR03.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the appropriate paperwork will be forwarded to the Clerk's Office for payment.

Attachments

Backup Utility Service

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions of reverse side) PAGE 1 OF 2 PAGES

TO OWNER:	ESCAMBIA COUNTY FLORIDA	PROJECT:	MYRTLE GROVE ATHLETIC PARK IMPVMT-POND REPAIRS	DISTRIBUTION TO:	
	213 PALAFOX PLACE SECOND FLOOR SUITE 11.101	APPLICATION NO.:	#3 REVISED-1 (FORMERLY #2 &4)	x	OWNER
	PO BOX 1591	PERIOD TO:	July 3, 2014		ARCHITECT
	PENSACOLA, FL. 32591-1591	PROJECT NO.:	PD 12-13.037		CONTRACTOR
FROM CONTRACTOR:		CONTRACT DATE:	May 20, 2014		
	UTILITY SERVICE CO., INC.				
	4326 GULF BREEZE PKWY	VIA ARCHITECT:	DAVID FITZPATRICK, P.E, P.A		
	GULF BREEZE, FL. 32563				
CONTRACT FOR: PO 131150					

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703 is attached.

1. **ORIGINAL WORK ORDER**		$179,342.13
2. **Net change by Change Orders:**		$ (19,538.87)
3. **CONTRACT SUM TO DATE** (Line 1+2)		$159,803.26
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 94,854.43
5. **RETAINAGE:**		
a. 10% of Completed Work (Columns D+E on G703)	$ 9,485.44	
b. ____% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a+5b or Total in Column I of G703)		$ 9,485.44
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		*$ 85,368.99*
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 60,851.24
		$ -
8. **CURRENT PAYMENT DUE**		$ 24,517.75
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 74,434.27	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month		
TOTALS	$ -	$ -
NET CHANGES by Change Order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by the Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herin is now due.

CONTRACTOR:
By: [signature] Date: 8-20-14

State of Florida
of Escambia
Subscribed and sworn to before me this 20TH day of AUG 2014

Notary Public: Ann Grace
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA

ANN GRACE
COMMISSION # EE215193
EXPIRES AUGUST 3 2016
BONDED THROUGH
RLI INSURANCE COMPANY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Workis in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 24,517.75

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: [signature] Date: 9/3/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - c1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORL AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - WARNING: Unlicensed photocopying violates U.S. copyrights laws and will subject the violator to legal prosecution.

TO: BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL. 32591-1591

VIA ARCHITECT: DAVID FITZPATRICK, P.E, P.A

FROM: UTILITY SERVICE CO., INC.
4326 GULF BREEZE PKWY
GULF BREEZE, FL. 32563

Project Name MYRTLE GROVE ATHLETIC PARK IMPVMT
PROJECT NO.:
SCHEDULE OF VALUES PO # 141328

CONTRACT FOR:

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing contractors's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO.: #3 REVISED-1 (FORMERLY #2 & 4)
APPLICATION DATE: July 1, 2014
PERIOD TO: July 1, 2014
ARCHITECT'S PROJECT NO.:

A		B			C		D	X	E	F	G	H		N
							WORK COMPLETED							
ITEM NO.		DESCRIPTION OF WORK	SCHEDULED QUANTITIES	UNIT	UNIT PRICE	SCHEDULED $$ AMOUNT	FROM PREVIOUS APPLICATIONS (D&E)	QTY THIS PERIOD	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)	RETAINAGE	% Completed to date
		POST FLOOD SAFETY REPAIRS												
		Area 1												
1		Remove Existing Chainlink Fence	90	LF	$ 2.10	$189.00	$ 189.00	0	$ -	$ -	$ 189.00	$0.00	$ 18.90	100%
2		6' Chainlink Fence	90	LF	$ 10.40	$936.00	$ -	0	$ -	$ -	$ -	$ 936.00	$ -	0%
3		Earthwork, Excavation	200	CY	$ 3.88	$776.00	$ 776.00	0	$ -	$ -	$ 776.00	$ -	$ 77.60	100%
4		Provide Fill	200	CY	$ 10.50	$2,100.00	$ 2,100.00	0	$ -	$ -	$ 2,100.00	$ -	$ 210.00	100%
5		Silt Fence, Type III	70	LF	$ 2.00	$140.00	$ 140.00	0	$ -	$ -	$ 140.00	$ -	$ 14.00	100%
6		Baled Hay or Straw	24	EA	$ 7.00	$168.00	$ -	0	$ -	$ -	$ -	$ 168.00	$ -	0%
7		Sprinkler Repairs	1	LS	$ 225.00	$225.00	$ 225.00	0	$ -	$ -	$ 225.00	$ -	$ 22.50	100%
8		Establishing Grade	700	SY	$ 2.10	$1,470.00	$ 1,470.00	0	$ -	$ -	$ 1,470.00	$ -	$ 147.00	100%
9		Saw cut Existing Concrete	10	LF	$ 4.08	$40.80	$ -	0	$ -	$ -	$ -	$ 40.80	$ -	0%
10		Remove Exist. Concrete, 4" Thick	22	SY	$ 4.20	$92.40	$ -	0	$ -	$ -	$ -	$ 92.40	$ -	0%
11		5' Concrete Sidewalk	39	LF	$ 24.99	$974.61	$ -	0	$ -	$ -	$ -	$ 974.61	$ -	0%
12		Bermuda Sodding	700	SY	$ 4.00	$2,800.00	$ 1,400.00	0	$ -	$ -	$ 1,400.00	$ 1,400.00	$ 140.00	50%
13		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 4,518.19	$4,518.19	$ -	1	$ 4,518.19	$ -	$ 4,518.19	$ -	$ 451.82	100%
		Subtotal				**$14,430.00**	**$ 6,300.00**		**$ 4,518.19**		**$ 10,818.19**	**$ 3,611.81**	**$ 1,081.82**	**75%**
		Area 2												
1		Remove Existing Chainlink Fence	60	LF	$ 2.10	$126.00	$ 126.00	0	$ -	$ -	$ 126.00	$ -	$ 12.60	100%
2		6' Chainlink Fence	60	LF	$ 10.40	$624.00	$ -	0	$ -	$ -	$ -	$ 624.00	$ -	0%
3		Earthwork, Excavation	170	CY	$ 3.88	$659.60	$ 659.60	0	$ -	$ -	$ 659.60	$ -	$ 65.96	100%
4		Provide Fill	170	CY	$ 10.50	$1,785.00	$ 1,785.00	0	$ -	$ -	$ 1,785.00	$ -	$ 178.50	100%
5		Silt Fence, Type III	60	LF	$ 2.00	$120.00	$ 120.00	0	$ -	$ -	$ 120.00	$ -	$ 12.00	100%
6		Baled Hay or Straw	20	EA	$ 7.00	$140.00	$ -	0	$ -	$ -	$ -	$ 140.00	$ -	0%
7		Sprinkler Repairs	1	LS	$ 225.00	$225.00	$ 225.00	0	$ -	$ -	$ 225.00	$ -	$ 22.50	100%
8		Establishing Grade	945	SY	$ 2.10	$1,984.50	$ 1,984.50	0	$ -	$ -	$ 1,984.50	$ -	$ 198.45	100%
9		Saw cut Existing Concrete	10	LF	$ 4.08	$40.80	$ 40.80	0	$ -	$ -	$ 40.80	$ -	$ 4.08	100%
10		Remove Exist. Concrete, 4" Thick	8	SY	$ 4.20	$33.60	$ 33.60	0	$ -	$ -	$ 33.60	$ -	$ 3.36	100%
11		5' Concrete Sidewalk	15	LF	$ 24.99	$374.85	$ -	0	$ -	$ -	$ -	$ 374.85	$ -	0%
12		Bermuda Sodding	0	SY	$ 4.00	$0.00	$ -	0	$ -	$ -	$ -	$ -	$ -	0%
13		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 3,610.65	$3,610.65	$ -	1	$ 3,610.65	$ -	$ 3,610.65	$ -	$ 361.07	100%
		Subtotal				**$9,724.00**	**$ 4,974.50**		**$ 3,610.65**		**$ 8,585.15**	**$ 1,138.85**	**$ 858.52**	**88%**
		Area 3												
1		Remove Existing Chainlink Fence	70	LF	$ 2.10	$147.00	$ 147.00	0	$ -	$ -	$ 147.00	$ -	$ 14.70	100%
2		6' Chainlink Fence	70	LF	$ 10.40	$728.00	$ -	0	$ -	$ -	$ -	$ 728.00	$ -	0%
3		Earthwork, Excavation	51	CY	$ 3.88	$197.88	$ 197.88	0	$ -	$ -	$ 197.88	$ -	$ 19.79	100%
4		Provide Fill	51	CY	$ 10.50	$535.50	$ 535.50	0	$ -	$ -	$ 535.50	$ -	$ 53.55	100%
5		Silt Fence, Type III	50	LF	$ 2.00	$100.00	$ 100.00	0	$ -	$ -	$ 100.00	$ -	$ 10.00	100%
6		Baled Hay or Straw	17	EA	$ 7.00	$119.00	$ -	0	$ -	$ -	$ -	$ 119.00	$ -	0%
7		Sprinkler Repairs	1	LS	$ 225.00	$225.00	$ 225.00	0	$ -	$ -	$ 225.00	$ -	$ 22.50	100%
8		Establishing Grade	160	SY	$ 2.10	$336.00	$ 336.00	0	$ -	$ -	$ 336.00	$ -	$ 33.60	100%
9		Saw cut Existing Concrete	10	LF	$ 4.08	$40.80	$ 40.80	0	$ -	$ -	$ 40.80	$ -	$ 4.08	100%
10		Remove Exist. Concrete, 4" Thick	20	SY	$ 4.20	$84.00	$ 84.00	0	$ -	$ -	$ 84.00	$ -	$ 8.40	100%
11		5' Concrete Sidewalk	35	LF	$ 24.99	$874.65	$ -	0	$ -	$ -	$ -	$ 874.65	$ -	0%
12		Bermuda Sodding	160	SY	$ 4.00	$640.00	$ 300.00	0	$ -	$ -	$ 300.00	$ 340.00	$ 30.00	47%
13		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 3,669.17	$3,669.17	$ -	1	$ 3,669.17	$ -	$ 3,669.17	$ -	$ 366.92	100%
		Subtotal				**$7,697.00**	**$ 1,966.18**		**$ 3,669.17**		**$ 5,635.35**	**$ 2,061.65**	**$ 563.54**	**73%**
		Area 4			PG 2 of 3									

1		Remove Existing Chainlink Fence	100	LF	$ 2.10	$210.00	$ 210.00	0	$ -	$ -	$ 210.00	$ -	$ 21.00	100%
2		6' Chainlink Fence	100	LF	$ 10.40	$1,040.00	$ -	0	$ -	$ -	$ -	$ 1,040.00	$ -	0%
3		Earthwork, Excavation	130	CY	$ 3.88	$504.40	$ 504.40	0	$ -	$ -	$ 504.40	$ -	$ 50.44	100%
4		Provide Fill	130	CY	$ 10.50	$1,365.00	$ 1,365.00	0	$ -	$ -	$ 1,365.00	$ -	$ 136.50	100%
5		Silt Fence, Type III	60	LF	$ 2.00	$120.00	$ 120.00	0	$ -	$ -	$ 120.00	$ -	$ 12.00	100%
6		Baled Hay or Straw	20	EA	$ 7.00	$140.00	$ -	0	$ -	$ -	$ -	$ 140.00	$ -	0%
7		Establishing Grade	250	SY	$ 2.10	$525.00	$ 525.00	0	$ -	$ -	$ 525.00	$ -	$ 52.50	100%
8		Saw cut Existing Concrete	10	LF	$ 4.08	$40.80	$ 40.80	0	$ -	$ -	$ 40.80	$ -	$ 4.08	100%
9		Remove Exist. Concrete, 4" Thick	6	SY	$ 4.20	$25.20	$ 25.20	0	$ -	$ -	$ 25.20	$ -	$ 2.52	100%
10		5' Concrete Sidewalk	10	LF	$ 24.99	$249.90	$ -	0	$ -	$ -	$ -	$ 249.90	$ -	0%
11		Bermuda Sodding	250	SY	$ 4.00	$1,000.00	$ 500.00	0	$ -	$ -	$ 500.00	$ 500.00	$ 50.00	50%
12		Furnish & Install Rock at Ex. Gate	72	SY	$ 12.60	$907.20	$ -	0	$ -	$ -	$ -	$ 907.20	$ -	0%
13		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 4,040.50	$4,040.50	$ -	1	$ 4,040.50	$ -	$ 4,040.50	$ -	$ 404.05	100%
14		Removal/Replacement Damage Tree	1	EA	$ 220.00	$220.00	$ -	0	$ -	$ -	$ -	$ 220.00	$ -	0%
		Subtotal				**$10,388.00**	**$ 3,290.40**		**$ 4,040.50**		**$ 7,330.90**	**$ 3,057.10**	**$ 733.09**	**71%**
		Area 5												
1		Remove Existing Chainlink Fence	90	LF	$ 2.10	$189.00	$ 189.00	0	$ -	$ -	$ 189.00	$ -	$ 18.90	100%
2		6' Chainlink Fence	90	LF	$ 10.40	$936.00	$ -	0	$ -	$ -	$ -	$ 936.00	$ -	0%
3		Earthwork, Excavation	550	CY	$ 3.88	$2,134.00	$ 2,134.00	0	$ -	$ -	$ 2,134.00	$ -	$ 213.40	100%
4		Provide Fill	550	CY	$ 10.50	$5,775.00	$ 5,775.00	0	$ -	$ -	$ 5,775.00	$ -	$ 577.50	100%
5		Silt Fence, Type III	60	LF	$ 2.00	$120.00	$ 120.00	0	$ -	$ -	$ 120.00	$ -	$ 12.00	100%
6		Baled Hay or Straw	20	EA	$ 7.00	$140.00	$ -	0	$ -	$ -	$ -	$ 140.00	$ -	0%
7		Sprinkler Repairs	1	LS	$ 225.00	$225.00	$ 225.00	0	$ -	$ -	$ 225.00	$ -	$ 22.50	100%
8		Establishing Grade	550	SY	$ 2.10	$1,155.00	$ 1,155.00	0	$ -	$ -	$ 1,155.00	$ -	$ 115.50	100%
9		Saw cut Existing Concrete	10	LF	$ 4.08	$40.80	$ -	0	$ -	$ -	$ -	$ 40.80	$ -	0%
10		Remove Exist. Concrete, 4" Thick	6	SY	$ 4.20	$25.20	$ -	0	$ -	$ -	$ -	$ 25.20	$ -	0%
11		5' Concrete Sidewalk	10	LF	$ 24.99	$249.90	$ -	0	$ -	$ -	$ -	$ 249.90	$ -	0%
12		Bermuda Sodding (Tifton 419)	550	SY	$ 4.00	$2,200.00	$ -	0	$ -	$ -	$ -	$ 2,200.00	$ -	0%
13		Install Ready Mix Under Ex. Dugout & Bleachers	1	LS	$ 3,975.00	$3,975.00	$ 3,975.00	0	$ -	$ -	$ 3,975.00	$ -	$ 397.50	100%
14		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 8,616.00	$8,616.00	$ -	1	$ 8,616.00	$ -	$ 8,616.00	$ -	$ 861.60	100%
		Subtotal				**$25,780.90**	**$ 13,573.00**		**$ 8,616.00**		**$ 22,189.00**	**$ 3,591.90**	**$ 2,218.90**	**86%**
		Area 6												
1		Remove Existing Chainlink Fence	60	LF	$ 2.10	$126.00	$ 126.00	0	$ -	$ -	$ 126.00	$ -	$ 12.60	100%
2		6' Chainlink Fence	60	LF	$ 10.40	$624.00	$ -	0	$ -	$ -	$ -	$ 624.00	$ -	0%
3		Earthwork, Excavation	20	CY	$ 3.88	$77.60	$ 77.60	0	$ -	$ -	$ 77.60	$ -	$ 7.76	100%
4		Provide Fill	20	CY	$ 10.50	$210.00	$ 210.00	0	$ -	$ -	$ 210.00	$ -	$ 21.00	100%
5		Silt Fence, Type III	20	LF	$ 2.00	$40.00	$ 40.00	0	$ -	$ -	$ 40.00	$ -	$ 4.00	100%
6		Baled Hay or Straw	7	EA	$ 7.00	$49.00	$ -	0	$ -	$ -	$ -	$ 49.00	$ -	0%
7		Establishing Grade	200	SY	$ 2.10	$420.00	$ 420.00	0	$ -	$ -	$ 420.00	$ -	$ 42.00	100%
8		Bermuda Sodding	200	SY	$ 4.00	$800.00	$ 400.00	0	$ -	$ -	$ 400.00	$ 400.00	$ 40.00	50%
9		Emergency Response/Surcharge for Limited / Restricted Access	1	LS	$ 2,464.40	$2,464.40	$ -	1	$ 2,464.40	$ -	$ 2,464.40	$ -	$ 246.44	100%
		Subtotal				**$4,811.00**	**$ 1,273.60**		**$ 2,464.40**		**$ 3,738.00**	**$ 1,073.00**	**$ 373.80**	**78%**
					Subtotal-Post Safety Flood Repairs	$72,830.90			$26,918.91		$58,296.59	$14,534.31	$5,829.66	
					Bond	$873.97			$323.03		$699.56	$174.41	$69.96	
					Grand Total	$73,704.87			$27,241.94		$58,996.15	$14,708.72	$5,899.61	**80%**

ARMORING FOR SUSTAINABILITY

		Wash 1															
1		Furnish & Install Flexamat (16' Wide)	37.5	LF	$ 165.08	$6,190.50	$ 6,190.50	0.0	$ -	$ -	$ 6,190.50	$ -	$ 619.05	100%
2		Grade Pond Slopes	256	SY	$ 2.50	$640.00	$ 640.00	0	$ -	$ -	$ 640.00	$ -	$ 64.00	100%
3		Centipede Sodding	256	SY	$ 2.55	$652.80	$ 318.75	0	$ -	$ -	$ 318.75	$ 334.05	$ 31.88	49%
		Subtotal				**$7,483.30**	**$ 7,149.25**		**$ -**		**$ 7,149.25**	**$ 334.05**	**$ 714.93**	**96%**
		Wash 2												
1		Establishing Grade	838	SY	$ 0.26	$217.88	$ 217.88	0	$ -	$ -	$ 217.88	$ -	$ 21.79	100%
2		Centipede Sodding	838	SY	$ 2.55	$2,136.90	$ -	0	$ -	$ -	$ -	$ 2,136.90	$ -	0%
3		Ditch Bottom Inlet, Type E (6-12')	1	EA	$ 4,100.00	$4,100.00	$ 4,100.00	0	$ -	$ -	$ 4,100.00	$ -	$ 410.00	100%
4		Conc Pipe Collar	2	EA	$ 300.00	$600.00	$ 600.00	0	$ -	$ -	$ 600.00	$ -	$ 60.00	100%
5		Dewatering Trench	20	EA	$ 22.50	$450.00	$ 450.00	0	$ -	$ -	$ 450.00	$ -	$ 45.00	100%
6		Pipe Removal	5	LF	$ 10.00	$50.00	$ 50.00	0	$ -	$ -	$ 50.00	$ -	$ 5.00	100%
7		#57 Stone	15	CY	$ 52.50	$787.50	$ -	0	$ -	$ -	$ -	$ 787.50	$ -	0%
8		Remove & Replace Batting Cage	1	LS	$ 378.63	$378.63	$ -	0	$ -	$ -	$ -	$ 378.63	$ -	0%
		Subtotal				**$8,720.91**	**$ 5,417.88**		**$ -**		**$ 5,417.88**	**$ 3,303.03**	**$ 541.79**	**62%**
		Wash 3												
1		Furnish & Install Flexamat (16' Wide)	45	LF	$ 165.08	$7,428.60	$ 7,428.60	0	$ -	$ -	$ 7,428.60	$ -	$ 742.86	100%
2		Grade Pond Slopes	322	SY	$ 2.50	$805.00	$ 805.00	0	$ -	$ -	$ 805.00	$ -	$ 80.50	100%
3		Centipede Sodding	322	SY	$ 2.55	$821.10	$ 382.50	0	$ -	$ -	$ 382.50	$ 438.60	$ 38.25	47%
		Subtotal				**$9,054.70**	**$ 8,616.10**		**$ -**		**$ 8,616.10**	**$ 438.60**	**$ 861.61**	**95%**
		Wash 4												
1		Furnish & Install Flexamat (16' Wide)	30	LF	$ 170.14	$5,104.20	$ 5,104.20	0	$ -	$ -	$ 5,104.20	$ -	$ 510.42	100%
2		Grade Pond Slopes	308	SY	$ 2.50	$770.00	$ -	0	$ -	$ -	$ -	$ 770.00	$ -	0%
3		Centipede Sodding	308	SY	$ 2.55	$785.40	$ 318.75	0	$ -	$ -	$ 318.75	$ 466.65	$ 31.88	41%
		Subtotal				**$6,659.60**	**$ 5,422.95**		**$ -**		**$ 5,422.95**	**$ 1,236.65**	**$ 542.30**	**81%**
		Wash 5												
1		Furnish & Install Flexamat (16' Wide)	30	LF	$ 170.42	$5,112.60	$ 5,112.60	0	$ -	$ -	$ 5,112.60	$ -	$ 511.26	100%
2		Grade Pond Slopes	308	SY	$ 2.50	$770.00	$ -	0	$ -	$ -	$ -	$ 770.00	$ -	0%
3		Centipede Sodding	308	SY	$ 2.55	$785.40	$ -	0	$ -	$ -	$ -	$ 785.40	$ -	0%
		Subtotal				**$6,668.00**	**$ 5,112.60**		**$ -**		**$ 5,112.60**	**$ 1,555.40**	**$ 511.26**	**77%**
		Wash 6 (Behind Washed Out Dugout)												
1		Furnish & Install Flexamat (16' Wide)	37.5	LF	$ 165.08	$6,190.50	$ 3,714.30	0	$ -	$ -	$ 3,714.30	$ 2,476.20	$ 371.43	60%
2		Grade Pond Slopes	429	SY	$ 2.50	$1,072.50	$ -	0	$ -	$ -	$ -	$ 1,072.50	$ -	0%
3		Centipede Sodding	429	SY	$ 2.55	$1,093.95	$ -	0	$ -	$ -	$ -	$ 1,093.95	$ -	0%
		Subtotal				**$8,356.95**	**$ 3,714.30**		**$ -**		**$ 3,714.30**	**$ 4,642.65**	**$ 371.43**	**44%**
		Previously Approved Change Order Work & Contract Qty Underruns/Overruns												
5		Additional Sod (North Portion of Park)	4378	SY	$ 3.00	$13,134.00	$ -	0	$ -	$ -	$ -	$ 13,134.00	$ -	0%
9		Pipe Desilting	100	CY	$ 250.00	$25,000.00	$ -	0	$ -	$ -	$ -	$ 25,000.00	$ -	0%
		Subtotal				**$38,134.00**	**$ -**		**$ -**		**$ -**	**$ 38,134.00**	**$ -**	**0%**
					Subtotal-Armoring For Sustainability	$85,077.46			$0.00		$35,433.08	$49,644.38		
					Bond	$1,020.93			$0.00		$425.20	$595.73	$ 42.52	
					Grand Total	$86,098.39			$0.00		$35,858.28	$50,240.11		
		PROJECT TOTALS				$159,803.26			$27,241.94		$94,854.43	$64,948.83		

TOTAL COMP. TO DATE		$94,854.43
LESS 10% RETAINAGE	$	9,485.44
LESS PREV INVOICES	$	60,851.24
TOTAL AMOUNT DUE	*$*	*24,517.75*

EXHIBIT D

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared CHARLEY RADFORD, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $ 24,517.75 paid, UTILITY SERVICE CO, INC. ("Contractor") releases and waives for itself and its subcontractors, materialmen, 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 MAY 20, 2014, for the period from JULY 4, 2014 to AUG 20, 2014.

(2) Contractor certifies for itself and its subcontractors, materialmen, 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. 3.

CONTRACTOR:

UTILITY SERVICE CO., INC.

By: CHARLEY RADFORD

Its: VICE PRESIDENT
~~President~~

Date: AUG 20, 2014

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2014, by CHARLEY RADFORD, as VICE PRESIDENT of UTILITY SERVICE CO. INC., 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:

NOTARY PUBLIC STATE OF FLORIDA
ANN GRACE
COMMISSION # EE215193
EXPIRES AUGUST 3 2016
BONDED THROUGH
RLI INSURANCE COMPANY

Ann Grace
(Signature)

Name: ANN GRACE
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of FLORIDA
Serial No., If Any: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Issuance of Purchase Orders

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, accepting, for information, and ratifying the issuance of the following Purchase Orders in excess of $50,000.00 issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, for the Flood Event of 2014, to procure goods and services for emergency response, protective measures for repairs to critical infrastructure, and for measures taken to protect the health and safety in severely affected areas (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330491 – Category B – Emergency Protective Measures):

P.O. Number	Contractor	Amount	Description
141179	Asplundh Tree Expert Co.	$100,000.00	Disaster Debris Removal
141184	Motorola Solutions, Inc.	$87,554.00	Replacement of Radios for Jail
141185	Leidos, Inc.	$50,000.00	Disaster Debris Monitoring
141196	Crowder-Gulf	$100,000.00	Disaster Debris Removal
141214	Crowder-Gulf	$50,000.00	Manage Residential Drop Off Site
141244	Roads, Inc., of NWF	$341,650.86	Repairs to Blue Springs
141264	Maxim Healthcare Services, Inc.	$112,000.00	RN and LPN Services for Jail
141286	HDR Engineering, Inc.	$98,600.00	Emergency Operations
141288	Atkins North America, Inc.	$63,499.85	Preliminary Assessment
141297	HDR Engineering, Inc.	$119,424.06	Damage Assessment Ponds
141317	Dewberry Consultants, LLC	$150,000.00	Disaster Consulting

(Continued on Page 42)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Continued...

P.O. Number	Contractor	Amount	Description
141325	Panhandle Grading & Paving, Inc.	$96,272.48	Repairs to Dog Track Road
141328	Utility Service Company, Inc.	$179,342.13	Repairs to Myrtle Grove Park
141330	Heaton Brothers Construction Co., Inc.	$97,939.93	Repairs to North Crow Road
141331	Department of Community Corrections	$876,000.00	Inmate Lodging
141346	Walton County Sheriff's Office	$1,368,750.00	Inmate Lodging
141348	Bob Barker Company, Inc.	$55,000.00	Jail supplies
141347	Santa Rosa County Sheriff's Office	$2,828,750.00	Inmate Lodging
141356	Baskerville-Donovan, Inc.	$82,818.34	Design Old Corry Road
141362	Panhandle Grading & Paving, Inc.	$455,980.76	Repairs to Johnson Avenue
141369	Ingram Signalization, Inc.	$387,134.00	Repairs to Signal Cabinets
141374	Lakeview Center, Inc.	$50,000.00	Mental Health Counseling
141379	Roads, Inc., of NWF	$418,905.33	Crescent Lake Sediment Removal
141382	Bryan D. Krause d/b/a Nursefinders of Pensacola, LLC	$112,000.00	Inmate Care Assistance
141383	Panhandle Grading & Paving, Inc.	$142,688.60	Lake Charlene Roadway

For Information: Commissioner Robinson disclosed that he serves on the Baptist Healthcare Foundation Board; however, he has no business dealings with Baptist Healthcare at this particular time.

UTILITY SERVICE CO.

May 23, 2014

Escambia County, Fl.
213 Palafox Place 2nd Floor Ste. 11.101
Pensacola, FL 32591
Attn.: Mr. Jeremy King, P.E

RE: Myrtle Grove Park Emergency Response

Jeremy,

As per our conversation with County representatives, the following job conditions that exist are the justification for our line items labeled "Emergency Response – Restricted Access":

- The work will have restricted access due to the existing ball fields, buildings, fences and other existing features.
- Restricted access will necessitate the use of small equipment in lieu of our typical size heavy equipment fleet in order to avoid / minimize further damage to existing facilities.
- The smaller equipment and restricted access will combine to result in much slower production achieved than a typical project, meaning much higher labor costs to achieve the finished work as opposed to a typical job with average production rates.
- Due to the emergency nature of the work, overtime labor is anticipated, as well, which will again increase the labor cost to complete the work.
- Due to the emergency recovery work ongoing throughout the region, the current work environment has resulted in a scarcity of dump truck resources and also long wait times at the local sources of fill material. These issues also, serve to reduce the daily production achieved for those activities.

All of the combined circumstances constitute our justification for the additional dollars requested to complete the work involved with this emergency repair project.

Should you have any further questions, please contact me.

Respectfully,

Charley Radford, Vice President
Utility Service Co., Inc.

UTILITY SERVICE CO.

July 15, 2014

Escambia County, Fl.
213 Palafox Place 2nd Floor Ste. 11.101
Pensacola, FL 32591
Attn.: Mr. Jeremy King, P.E

RE: Myrtle Grove Park Emergency Response

Jeremy:

As follow up documentation pertaining to the job conditions that warrant the "Emergency Response-Restricted Access" line items contained in the approved Change Order for the referenced project, we present the following:

See attached rental invoice for a small mini-excavator that was necessitated by the existing restrictive features of the ballpark. The invoice is for one month, and we are now in our second month rental for this piece. The General Pricing Agreement prices are derived by the anticipated use of larger equipment from our in-house fleet rather than more expensive rental machinery.

Due to the large traffic volume and long wait times in the local borrow pit our trucking production has been at approx. 30% to 40% of normal for this haul distance. Where we would anticipate 9-10 loads per day per dump truck, we have only achieved approx. three loads per truck on most hauling days to this point.

Additionally, we have been operating at an average of 2.5 hours per workday on crew overtime rates versus straight time. Ten to eleven hour workdays have been our typical labor expenditure since beginning this work.

While the line items were intended to compensate for the generally slow production rate for the work that we anticipated, what we have experienced is even slower production than estimated.

Should you have any further questions, please contact me.

Respectfully,

Utility Service Co. Inc.

Charley Radford
Vice President

4326 Gulf Breeze Parkway • Gulf Breeze, Florida 32563 • Telephone (850) 932-5342 • FAX: (850) 932-0258
CUC056738 RG0058655 RF0038375 CUC1224781

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO.	46018571-001
ACCOUNT NO.	501332
INVOICE DATE	6/11/14
PAGE	1 of 1

INVOICE TO

1oz - 3283 - 4051
RADFORD AND NIX CONSTRUCTION
7014 PINE FOREST RD
PENSACOLA FL 32526-3920

JOB ADDRESS
MYRTLE GROVE BALL PARK
99 N 61ST AVENUE
PENSACOLA, FL 32506 5204

850-944-8296

RECEIVED BY	RADFORD, JACKIE
CONTRACT NO.	46018571
PURCHASE ORDER NO.	NR
JOB NO.	1 - MYRTLE GROVE BAL
BRANCH	OCEAN SPRINGS PC106 3412 BIENVILLE BLVD OCEAN SPRINGS, MS 39564-5732 228-872-6022

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	18,500LB MINI EXCAVATOR	545.00	545.00	1525.00	2255.00	2255.00
	354124 Make: BOBCAT Model: E80 Ser #: AETB11616 HR OUT: 1521.000 HR IN: TOTAL: 1521.000					
1	24" COMPACT EXCAVATOR BUCKET					N/C

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	24.000	24.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	31.570	31.57
	DELIVERY CHARGE			120.00
	PICKUP CHARGE			120.00
	BILLED FOR FOUR WEEKS 6/02/14 THRU 6/29/14.			

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

SUBTOTAL	2,550.57
SALES TAX	173.30
INVOICE TOTAL	**2,723.87**

4 WEEK BILL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6742 **County Administrator's Report 10. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Acceptance of Property for Killam Road Paving and Drainage Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of Real Property for Killam Road Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of real property, located at 1730 Buck Smith Road, for the Killam Road Paving and Drainage Improvements Project:

A. Accept the donation of a parcel of real property (approximately 0.07 acres), located at 1730 Buck Smith Road, for the Killam Road Paving and Drainage Improvements Project;

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

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

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

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

BACKGROUND:

The County has a project in design to make road paving and drainage improvements on Killam Road, which is a County-maintained dirt road, located in the north portion of Escambia County. Due to limited right-of-way on Killam Road, it was determined that additional property would be required to facilitate the paving and drainage project. Mr. Joseph Brown, owner of 1730 Buck Smith Road, has agreed to donate a portion of his property (approximately 0.07 acres), that fronts on Killam Road, to facilitate the road paving and drainage improvements project. Board approval is required for the Board's acceptance of the donated property.

Once all property is acquired, we will be able to finalize the design and bid the project for construction by the end of the calendar year.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Property Info

Aerial Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 34-6N-31-1105-000-003
Killam Road Paving Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 10 day of July, 2014, by and between Joseph D. Brown, a single man, whose address is P.O. Box 891, Century, Florida 32535 (Grantor), 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 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2014; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Brenda Manning
Witness _____
Print Name Kimberly K. Godwin

By: _____
Joseph D. Brown

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of July, 2014, by Joseph D. Brown. He is personally known to me, or (✓) has produced current Florida Drivers License as identification.

(Notary Seal)

Notary Public State of Florida
Kimberly K Godwin
My Commission FF 060151
Expires 10/03/2017

Signature of Notary Public

Kimberly K Godwin
Printed Name of Notary Public

ACCEPPTANCE

This Warranty Deed accepted by Escambia County, Florida on the ____ day of _____, 20_____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 25, 2014

EXHIBIT "A"

LEGEND

BK. BOOK
PG. PAGE
SEC. SECTION
TWP. TOWNSHIP
RNG. RANGE
FB. FIELD BOOK
PG. PAGE
ID. IDENTIFICATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
RIGHT OF WAY ——— RW ———
PROPERTY LINE ——— PL ———
NOT TO SCALE ———

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.07'	1,737.26'	00°19'56"	S 85° 41' 14" W	10.07'
C2	78.01'	9,965.00'	00°26'55"	N 02° 15' 16" E	78.01'
C3	140.36'	10,015.00'	00°48'11"	N 02° 41' 44" E	140.36'
C4	140.39'	10,025.00'	00°48'09"	S 02° 41' 45" W	140.39'
C5	76.90'	9,975.00'	00°26'30"	S 02° 15' 03" W	76.90'

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE BASED ON THE EAST LINE OF SECTION 34, BEING NORTH 02°54'23" EAST.

2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE SKETCH & DESCRIPTION SHOWN HEREON.

3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH & DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

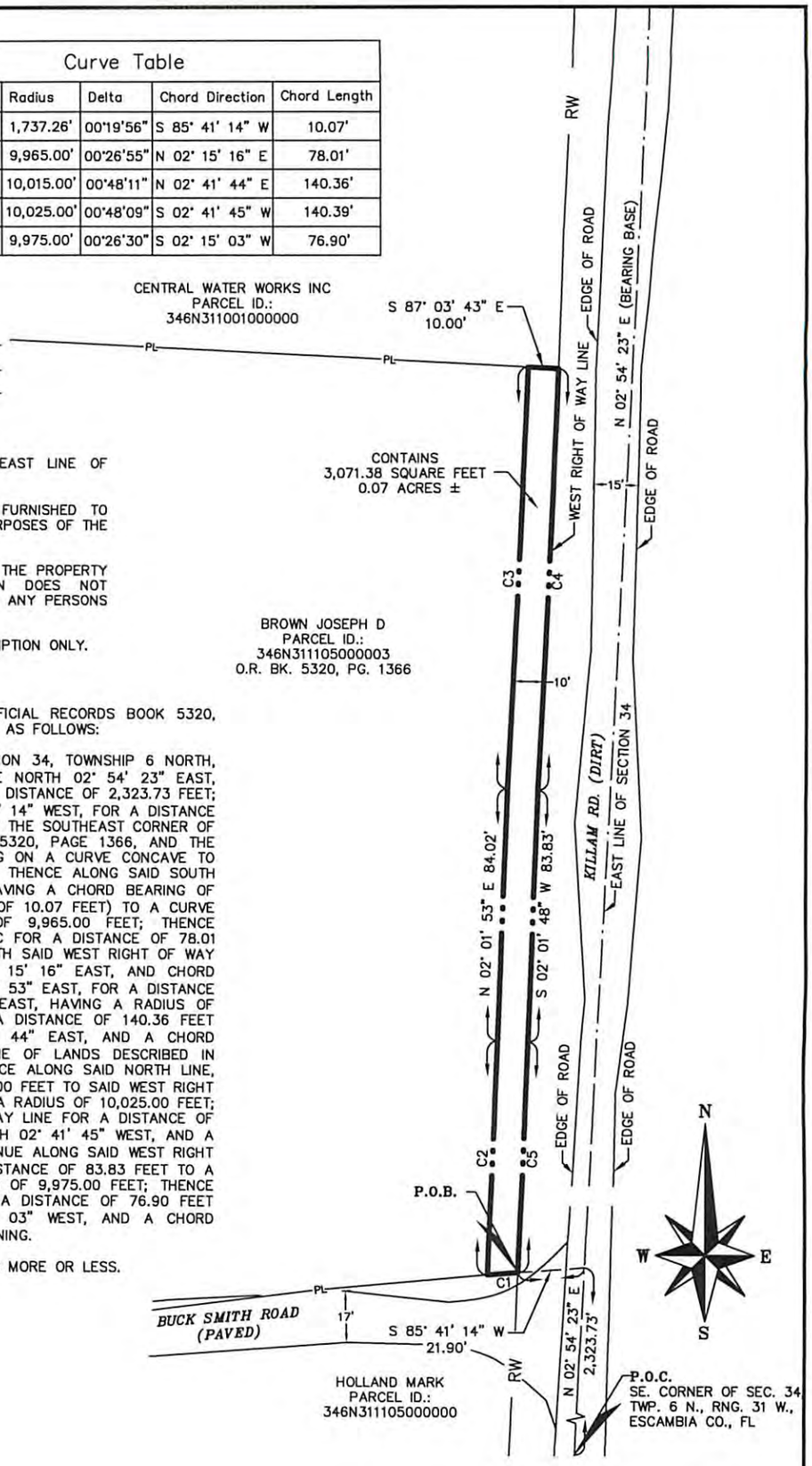
4. THIS IS NOT A SURVEY, IT IS A SKETCH & DESCRIPTION ONLY.

DESCRIPTION;

THE EAST 10 FEET OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5320, PAGE 1366, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FL; THENCE NORTH 02° 54' 23" EAST, ALONG THE EAST LINE OF SAID SECTION 34 FOR A DISTANCE OF 2,323.73 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 85° 41' 14" WEST, FOR A DISTANCE OF 21.90 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5320, PAGE 1366, AND THE WEST RIGHT OF WAY LINE OF KILLAM ROAD BEING ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,737.26 FEET; THENCE ALONG SAID SOUTH LINE FOR AN ARC DISTANCE OF 10.07 FEET, (HAVING A CHORD BEARING OF SOUTH 85° 41' 14" WEST, AND CHORD DISTANCE OF 10.07 FEET) TO A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 9,965.00 FEET; THENCE DEPARTING SAID SOUTH LINE AND ALONG AN ARC FOR A DISTANCE OF 78.01 FEET BEING A 10 FOOT OFFSET AND PARALLEL WITH SAID WEST RIGHT OF WAY LINE (HAVING A CHORD BEARING OF NORTH 02° 15' 16" EAST, AND CHORD DISTANCE OF 78.01 FEET); THENCE NORTH 02° 01' 53" EAST, FOR A DISTANCE OF 84.02 FEET TO A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 10,015.00 FEET; THENCE ALONG SAID ARC FOR A DISTANCE OF 140.36 FEET (HAVING A CHORD BEARING OF NORTH 02° 41' 44" EAST, AND A CHORD DISTANCE OF 140.36 FEET) TO SAID NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5320, PAGE 1366; THENCE ALONG SAID NORTH LINE, SOUTH 87° 03' 43" EAST, FOR A DISTANCE OF 10.00 FEET TO SAID WEST RIGHT OF WAY LINE TO A POINT OF CURVATURE HAVING A RADIUS OF 10,025.00 FEET; THENCE ALONG SAID ARC AND WEST RIGHT OF WAY LINE FOR A DISTANCE OF 140.39 FEET (HAVING A CHORD BEARING OF SOUTH 02° 41' 45" WEST, AND A CHORD DISTANCE OF 140.39 FEET); THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 02° 01' 48" WEST, FOR A DISTANCE OF 83.83 FEET TO A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 9,975.00 FEET; THENCE ALONG SAID ARC AND RIGHT OF WAY LINE FOR A DISTANCE OF 76.90 FEET (HAVING A CHORD BEARING OF SOUTH 02° 15' 03" WEST, AND A CHORD DISTANCE OF 76.90 FEET) TO THE POINT OF BEGINNING.

CONTAINING 3,071.38 SQUARE FEET OR 0.07 ACRES MORE OR LESS.



THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

~THIS IS NOT A SURVEY~SKETCH & DESCRIPTION ONLY~ *SHEET 1 OF 1*

Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects · Engineers · Surveyors
Certificate of Authorization: LB - 0006783
5111 North 12th Avenue (32504) / P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ¤ Fax: (850) 484-8199

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN OR NOTED. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION:
10' RIGHT OF WAY STRIP

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN N/A BOOK N/A PAGE N/A
SEC. 34 TWP. 6 NORTH RNG. 31 WEST
DRAWN 03-27-14 DATE OF FIELD SURVEY N/A
REVISED _____ F.B. _____ PG. _____ SCALE 1"=50"
PROJ.# 321126

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Byron A. Faircloth 8-28-14
BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 6764

AFFIX SURVEYOR SEAL

FILE NO. NA

ECPA Home

Chris Jones
Escambia County Property Appraiser

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

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	346N311105000003
Account:	122079300
Owners:	BROWN JOSEPH D
Mail:	PO BOX 891 CENTURY, FL 32535
Situs:	1730 BUCK SMITH RD 32535
Use Code:	MOBILE HOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$621
Land:	$14,364
Total:	$14,985
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2003	5320	1366	$600	WD	View Instr
06/1997	4141	1663	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

BEG AT NE COR OF SE1/4 N 89 DEG 4 MIN 28 SEC W 440 FT S 0 DEG 53 MIN 38 SEC W 275 93/100 FT S 89 DEG 6 MIN 22...

Extra Features

CARPORT
FRAME BUILDING
MOBILE HOME

Parcel Information

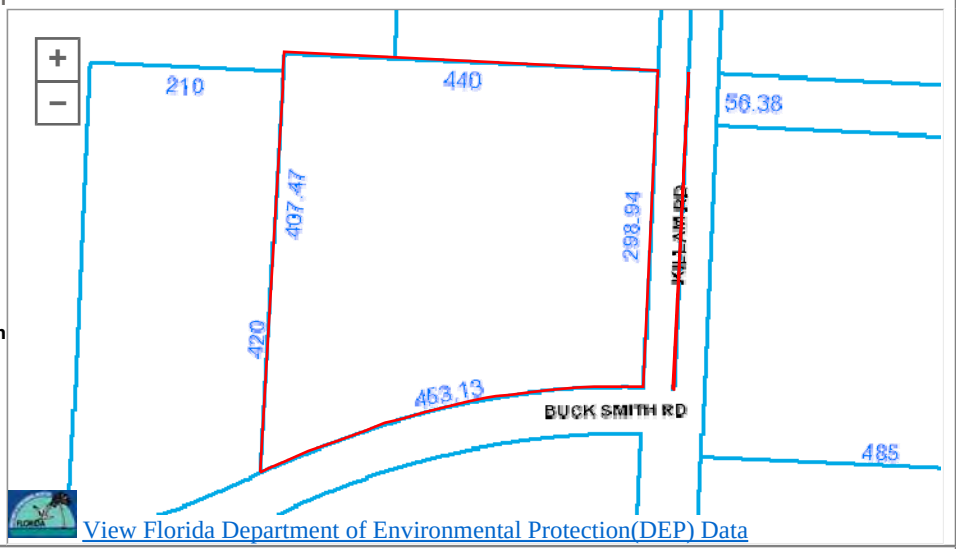
Launch Interactive Map

Section Map Id: 34-6N-31

Approx. Acreage: 3.6000

Zoned: VAG-2

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



8/5/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:09/03/2014 (tc.3710)

KILLAM ROAD DIRT ROAD PAVING PROJECT



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 8/28/14 DISTRICT 5

Joseph Brown, 1730 Buck Smith Road
34-6N-31-1105-000-003

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6770 **County Administrator's Report 10. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Acquisition of a Portion of Real Property at 8540 Killam Road for Paving and Drainage Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Portion of Real Property Located at 8540 Killam Road for a Paving and Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a portion of a parcel of real property(approximately 0.33 acres),located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke:

A. Authorize the purchase of a portion of a parcel of real property (approximately 0.33 acres), located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke, for Killam Road paving and drainage project, for the appraised value of $12,100,in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of a portion of a parcel of real property (approximately 0.33 acres), located at 8540 Killam Road, from William H. Nehrke and Donald J. Nehrke; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107/56101, Project No. 13EN2235]

BACKGROUND:

The County has in design a project to make road paving and drainage improvements on Killam Road, which is a County- maintained dirt road, located in the north portion of Escambia County. Due to limited right-of-way on Killam Road, it was determined that additional property would be required to facilitate the paving and drainage project. Staff originally approached Mr. Wayne Nehrke, the owner of the property at 8540 Killam Road, to request the donation of the required property. Mr. Wayne Nehrke was not amenable to donating the property, mainly because the project would require the removal of several spruce-type trees along Mr. Nehrke's property line, abutting Killam Road.

Staff then had an appraisal performed, which placed a value of $12,100 on the approximately 0.33 acre strip of property. Staff offered Mr. Nehrke the appraised value for the requested property, but was unsuccessful in getting Mr. Nehrke to agree to sell or donate the property. Mr. Wayne Nehrke has since passed on, and the property is now owned by his two brothers, William H. Nehrke and Donald J. Nehrke, who have indicated that they would sell the approximately 0.33 acre strip for the appraised value of $12,100. Staff has substantially obtained all the property needed for the project with the exception of the Nehrke property. Therefore, to facilitate the project, staff is requesting the required approval from the Board approval in order to purchase the property at 8540 Killam Road.

With acquisition of this property, we will be able to finalize the design and bid the project for construction by the end of the calendar year.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352, LOST III, Cost Center 210107/56101, Project No. 13EN2235.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase has been approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

contract
parcel information
survey
appraisal
aerial map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **William H. Nehrke**, whose address is 14810 Dovey Road, Spotsylvania, Virginia 22551, and **Donald J. Nehrke**, whose address is 1757 West Roscoe Street, Chicago, Illinois 60657, heirs of the Estate of Wayne R. Nehrke, deceased ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2014.

2. PURCHASE PRICE; PAYMENT. The purchase price is Twelve Thousand One Hundred Dollars ($12,100.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

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

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:
William H. Nehrke
14810 Dovey Road
Spotsylvania, Virginia 22551

Donald J. Nehrke
1757 West Roscoe Street
Chicago, Illinois 60657

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Sept. 5, 2014

SELLERS:

Larry Goodwin
Witness
LARRY GOODWIN
Print Name
Bernie W Manning
Witness
Bernie W Manning
Print Name

William H. Nehrke

William H. Nehrke

Date 9/4/14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of September, 2014, by William H. Nehrke. He (__) is personally known to me, (✓) produced current Illinois Drivers License as identification.
Virginia

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Larry Goodwin
Witness
LARRY GOODWIN
Print Name
Bernie W Manning
Witness
Bernie W Manning
Print Name

Donald J. Nehrke

Donald J Nehrke

Date 09-04-14

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of September, 2014, by Donald J. Nehrke. He (__) is personally known to me, (✓) produced current Illinois Drivers License as identification.

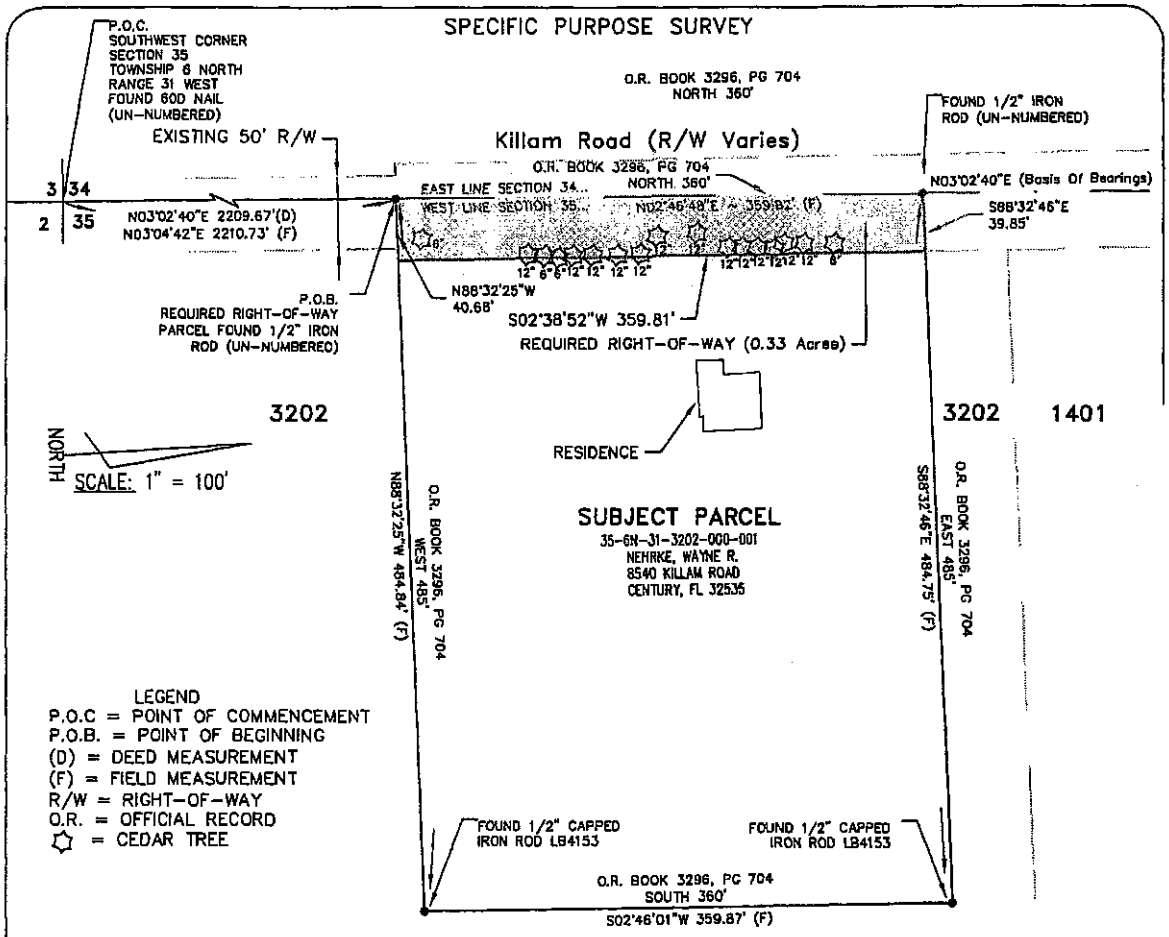
(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Exhibit "A"



KILLAM ROAD REQUIRED RIGHT-OF-WAY DESCRIPTION (CREATED HEREIN)
A PORTION OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA, FOR PUBLIC ROAD RIGHT-OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA, THENCE RUN NORTH 03°02'40" EAST ALONG THE WEST LINE OF SAID SECTION 35 FOR 2209.67 FEET TO THE SOUTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3296, PAGE 704 AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY (NEHRKE PARCEL) AND THE POINT OF BEGINNING ; THENCE NORTH 02°46'48" EAST ALONG SAID WEST LINE OF SAID SECTION 35 A DISTANCE OF 359.82 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 35, RUN SOUTH 88° 32'46" EAST A DISTANCE OF 39.85 FEET; THENCE RUN SOUTH 02°38'52" WEST A DISTANCE OF 359.81 FEET TO THE SOUTH LINE OF SAID NEHRKE PARCEL; THENCE RUN NORTH 88°32'25" WEST A DISTANCE OF 40.68 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.33 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE UNDERSIGNED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
4. ALL ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
5. MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
6. THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, BOUNDARY SURVEYS BY SOUTHERN LAND CONCEPTS, INC. AND EMPIRE LAND SURVEYING INC. AND EXISTING FIELD MONUMENTATION.
7. THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 03°02'40" EAST ALONG THE WEST SECTION LINE OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 1983/1990.
8. RESIDENCE DEPICTED ON THIS SURVEY WAS TAKEN FROM AERIAL PHOTOGRAPHY, DATED 1998. RESIDENCE WAS NOT FIELD LOCATED. IMPROVEMENTS WERE NOT FIELD LOCATED.
9. ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
10. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
11. THE INTENT OF THIS SPECIFIC PURPOSE SURVEY IS TO DELINEATE THE AREA FOR REQUIRED RIGHT-OF-WAY FOR KILLAM ROAD.

Drawn By: M.K./C.S.R.	Project No.: 20070087
Field Date: 04-12-07	Drawing No. L-4748
Field Book: 237	Pages: 24-27,29-32,41-43
Section, Township, Range:	35-T-6-N, R-31-W
TYPE OF SURVEY: SPECIFIC PURPOSE SURVEY	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
Suite No., One, 1190 W. Leonard Street, Pensacola, FL 32501

SHEET 1 OF 1

R. S. COLORADO
Date of survey: 4/24/07
Valid only with Embossed Seal

R. S. COLORADO
PROFESSIONAL SURVEYOR AND MAPPER NO. 6049
The Specific Purpose Survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61G17-6, Florida Administrative Code and Section 472.027, Florida Statutes.

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	356N313202000001
Account:	122102525
Owners:	NEHRKE WAYNE R
Mail:	C/O WILLIAM H NEHRKE 14810 DOVEY RD SPOTSYLVANIA, VA 22551
Situs:	8540 KILLAM RD 32535
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

2013 Certified Roll Assessment

Improvements:	$33,048
Land:	$16,245
Total:	$49,293
Save Our Homes:	$41,709

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1992	3296	704	$27,500	WD	View Instr
12/1988	2634	403	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

HOMESTEAD EXEMPTION,TOTAL & PERMANENT

Legal Description

BEG AT NW COR OF SW1/4 OF SEC S ALG W LI OF SEC 56 38/100 FT TO POB CONT S ALG W LI OF SEC 360 FT E 485 FT...

Extra Features

None

Parcel Information

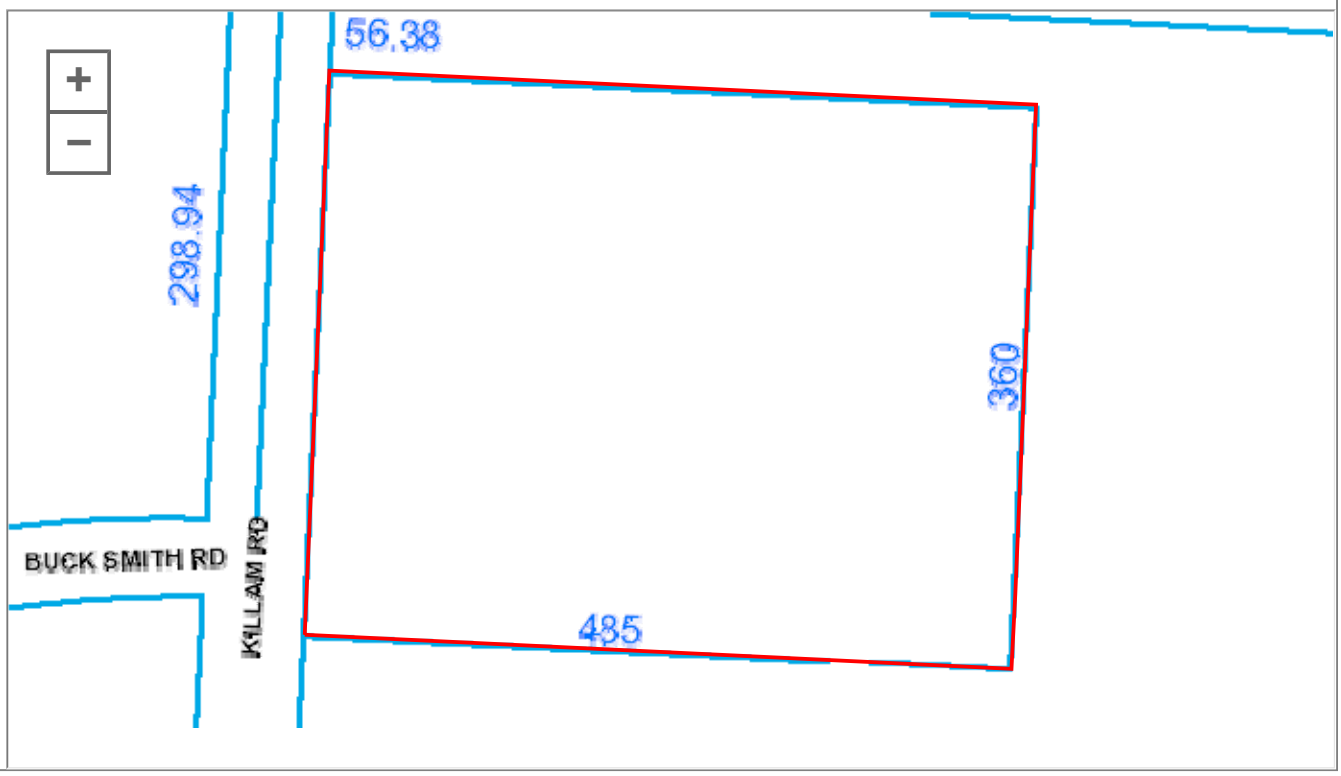
Section Map Id:
35-6N-31

Approx. Acreage:
3.7400

Zoned:
VAG-1

Evacuation & Flood Information
Open Report

Launch Interactive Map

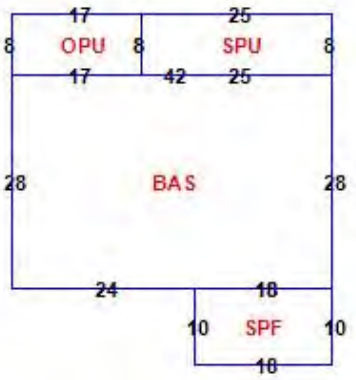


Buildings

Building 1 - Address:8540 KILLAM RD, Year Built: 1969, Effective Year: 1969

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1.00*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*TERRAZZO*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3.00*
NO. STORIES-*1.00*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 1692 Total SF

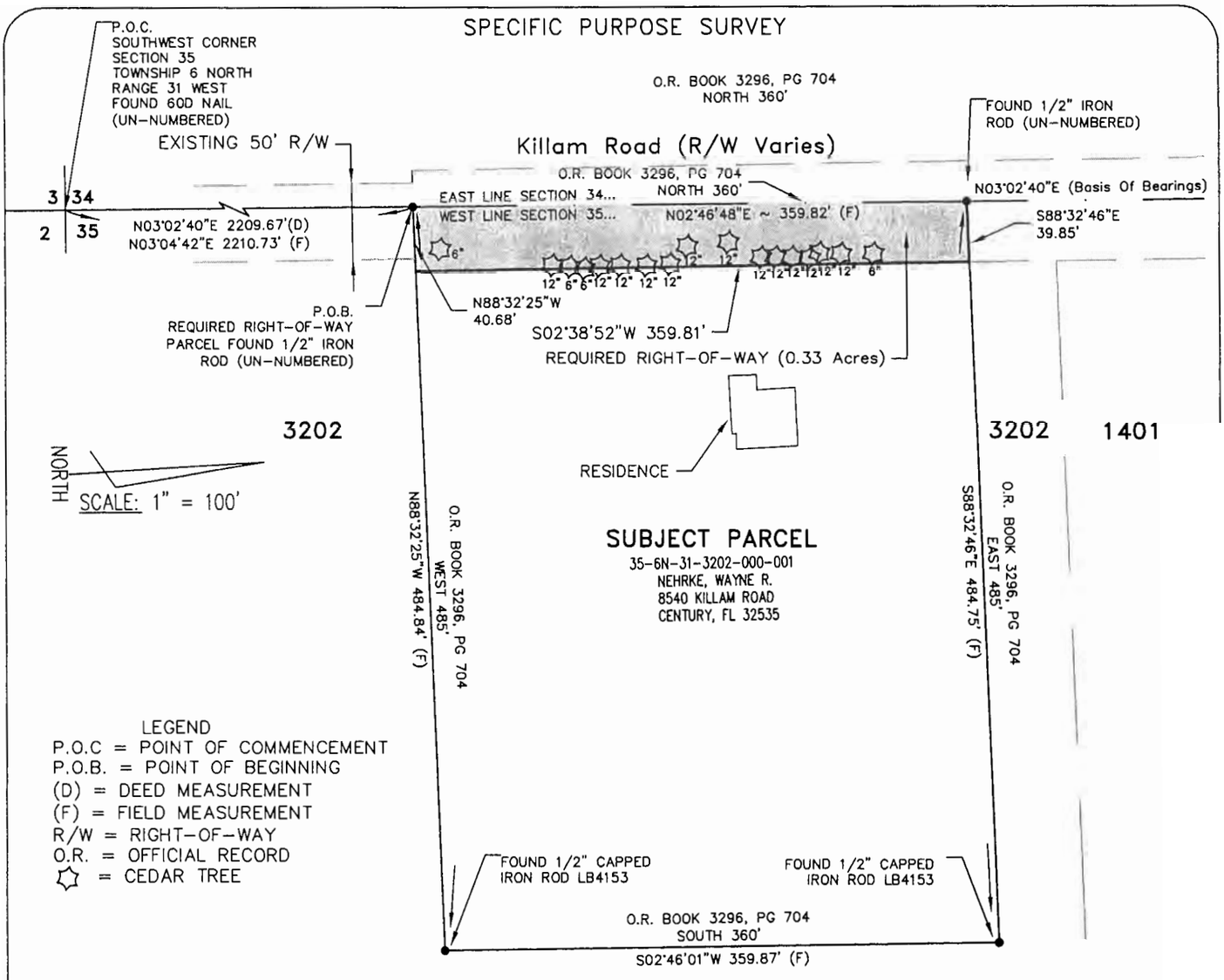
BASE AREA - *1176*
OPEN PORCH UNF - *136*
SCRN PORCH FIN - *180*
SCRN PORCH UNF - *200*

Images

None

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SPECIFIC PURPOSE SURVEY



LEGEND
P.O.C = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
(D) = DEED MEASUREMENT
(F) = FIELD MEASUREMENT
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORD
☆ = CEDAR TREE

KILLAM ROAD REQUIRED *RIGHT-OF-WAY DESCRIPTION (CREATED HEREIN)*
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8. RESIDENCE DEPICTED ON THIS SURVEY WAS TAKEN FROM AERIAL PHOTOGRAPHY, DATED 1998. RESIDENCE WAS NOT FIELD LOCATED. IMPROVEMENTS WERE NOT FIELD LOCATED.
9. ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
10. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
11. THE INTENT OF THIS SPECIFIC PURPOSE SURVEY IS TO DELINEATE THE AREA FOR REQUIRED RIGHT-OF-WAY FOR KILLAM ROAD.

Drawn By: M.K./C.S.R.	Project No.: 20070087
Field Date: 04-12-07	Drawing No. L-4746
Field Book: 237	Pages: 24-27,29-32,41-43
Section, Township, Range:	35-T-6-N, R-31-W
TYPE OF SURVEY: SPECIFIC PURPOSE SURVEY	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
Suite No., One, 1190 W. Leonard Street, Pensacola, FL 32501

SHEET 1 OF 1

R. S. Colocado Date of survey: 4/29/07

Valid Only With Embossed Seal

R. S. COLOCADO
PROFESSIONAL SURVEYOR AND MAPPER NO. 6049
The Specific Purpose Survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61G17-6, Florida Administrative Code and Section 472.027, Florida Statutes.

ESCAMBIA COUNTY FLORIDA

SUMMARY APPRAISAL REPORT

PARTIAL ACQUISITION OF 0.34 ACRE FROM A 4.0-ACRE PARENT TRACT

LOCATED AT 8540 KILLAM ROAD CENTURY, FLORIDA

AS OF JANUARY 12, 2011

VA11BM6443



PREPARED FOR

ESCAMBIA COUNTY PUBLIC WORKS
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505

PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnrantley@brantleyassociates.com

R. SHAWN BRANTLEY, MAI

Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

January 13, 2011

Mr. Larry Goodwin
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

Re: Summary Appraisal Report of a partial acquisition of 0.34 acre from a 4.0-acre parent tract of agricultural land located at 8540 Killam Road, in Century, Escambia County, Florida.

Dear Mr. Goodwin:

As you have requested, we have appraised the partial acquisition of 0.34 acre from a 4.0-acre parent tract of agricultural land located at 8540 Killam Road, in Century, Escambia County, Florida. The property owner is Wayne R. Nehrke.

The purpose of our appraisal is to provide an opinion of the fee simple market value of the 0.34-acre portion of the subject property that is to be acquired for a proposed right-of-way, together with any damages to the remainder as a result of the acquisition.

As a part of the appraisal process, we have made an inspection of the property and a careful analysis of those factors concerning the valuation of the property. By reason of our inspection and analysis, we recommend compensation in the amount of:

TWELVE THOUSAND ONE HUNDRED DOLLARS & NO/1OO'S
$12,100.00

Mr. Larry Goodwin January 13, 2011

Our opinions for the fee simple market values of the parent tract, the part acquired, severance damages, and the remainder property, as of January 12, 2011, are summarized as follows:

SUMMARY OF VALUES

1.	Before Property (Land Only)	$	29,600
2a.	Part Acquired (Land)	$	2,500
2b.	Part Acquired (Improvements)	$	9,600
3.	Remainder as Part of the Whole (Land Only: 1-2a)	$	27,100
4.	Remainder Appraised	$	27,100
5.	Damages (3-4)	$	-
6.	Special Benefits	$	-
7.	Damages (5-6)	$	-

SUMMARY OF TOTAL COMPENSATION

Part Acquired (2a + 2b)	$	12,100
Total Compensable Damages (7)	$	-
Net Cost-to-Cure	$	-
Total Compensation	$	12,100

The above value opinions are subject to the limiting conditions and general assumptions contained in this appraisal. We are attaching our summary appraisal report, which contains certain factual data and opinions formed in making the value opinions.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida # RZ289

Barbara M. Martin, MAI

Barbara M. Martin, MAI
State-Certified General Appraiser
Florida # RZ2552

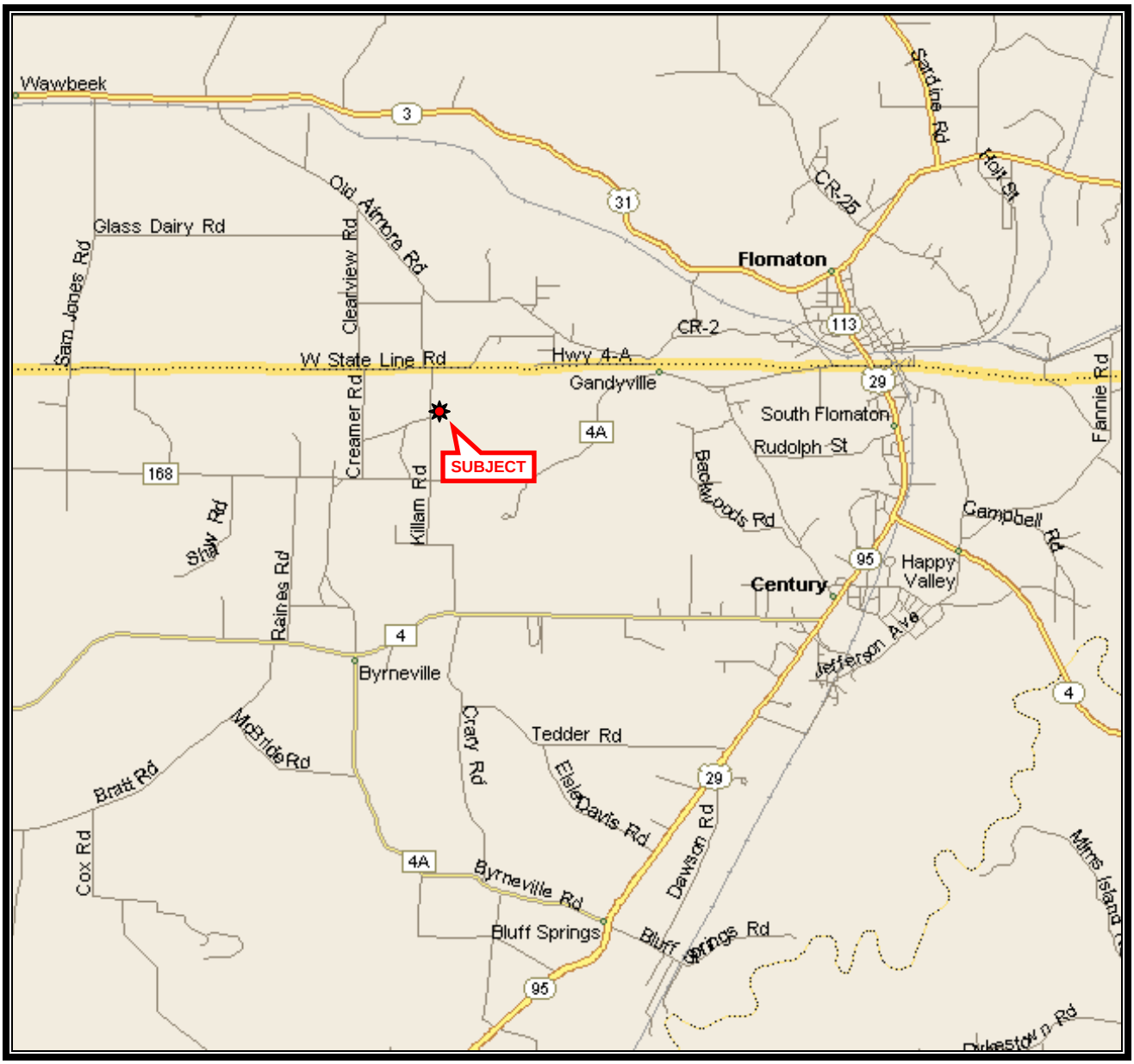
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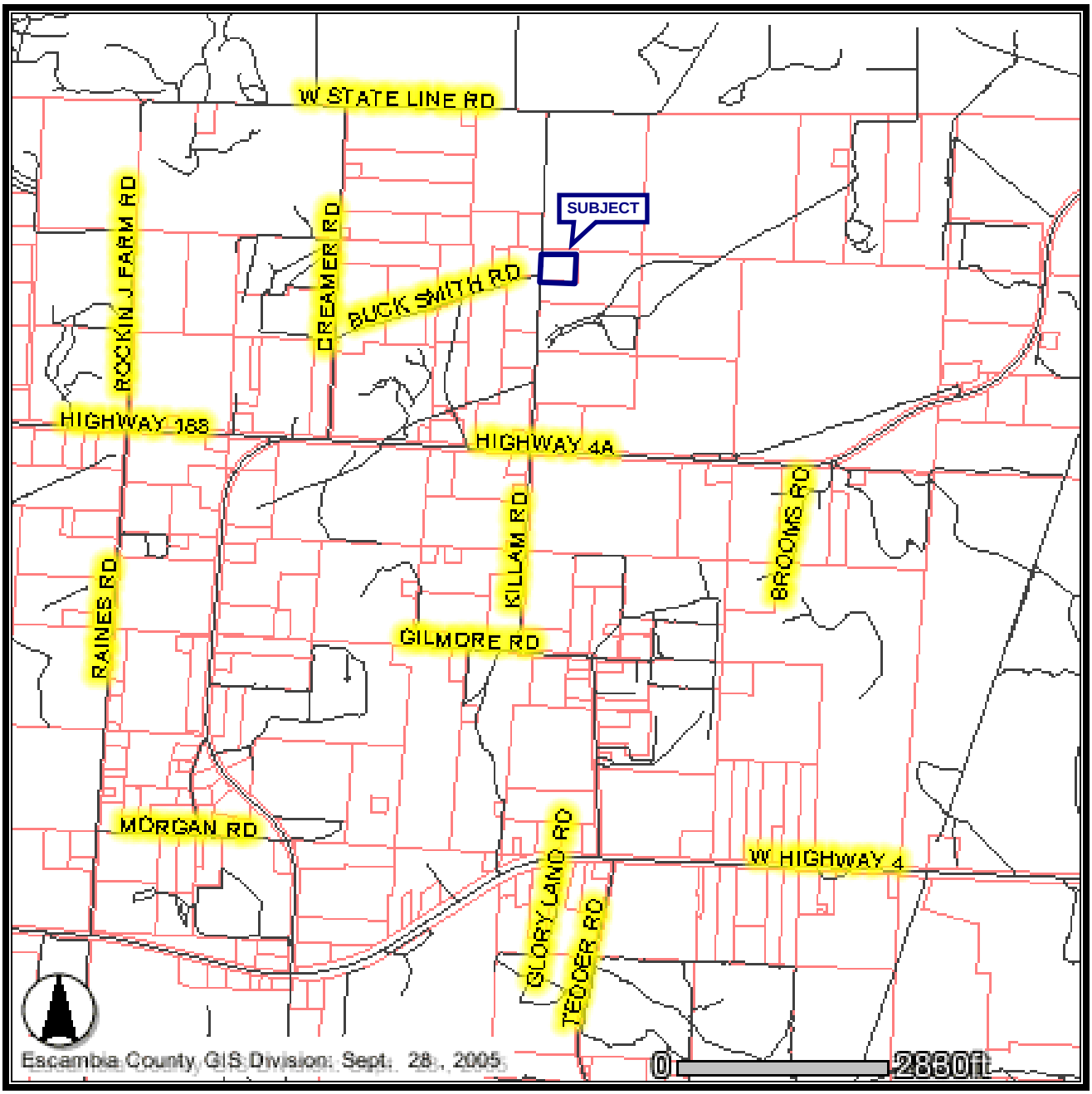
SUMMARY OF SALIENT FACTS

PROPERTY IDENTIFICATION:	The parent tract is 4.0 acres of agricultural land. The proposed acquisition is the westernmost 0.34 acre of the property.
LOCATION OF PROPERTY:	The subject land is located along the west side of Killam Road, approximately 0.4 mile south of State Line Road. The property address is 8540 Killam Road, Century, Escambia County, Florida.
OWNERSHIP:	Wayne R. Nehrke 8540 Killam Road Century, Florida 32535
PRESENT USE OF PROPERTY:	Agricultural land improved with a small home
PURPOSE, INTENDED USE	To provide an opinion of the market value of the 0.34-acre portion of the parent tract, which is to be acquired for the proposed right-of-way, together with any damages to the remainder as a result of the acquisition.
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF INSPECTION:	January 12, 2011
DATE OF VALUATION:	January 12, 2011
DATE OF REPORT:	January 13, 2011
2010 ASSESSMENT:	$53,234
2010 GROSS TAXES:	$288.71
ZONING:	VAG-1, Villages Agriculture, Low Density
FUTURE LAND USE:	AG, Agricultural
IMPROVEMENTS:	Single family home
HIGHEST AND BEST USE:	Continued residential/agricultural use
<u>LAND AREAS</u>:	
AREA OFPARENT TRACT:	4.0 Acres
AREA OF ACQUISITION:	0.34 acre
AREA OF REMAINDER	3.66 Acres

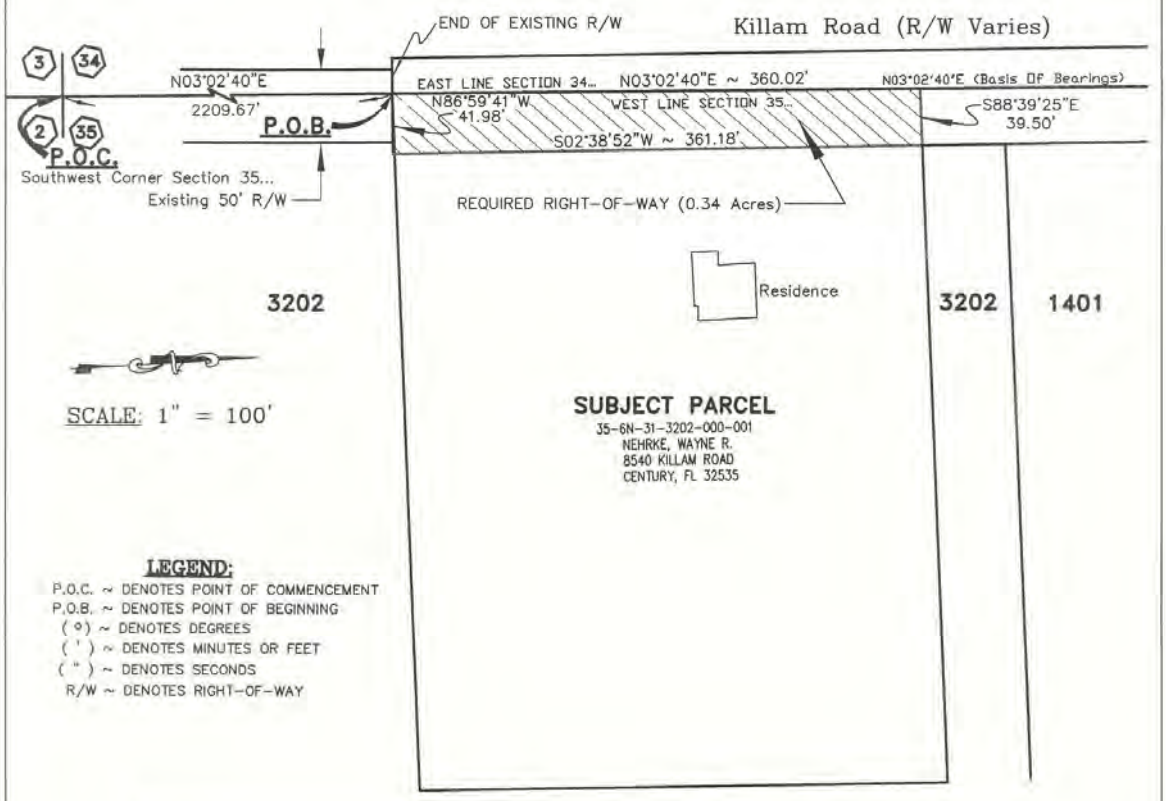
LOCATION MAP



COUNTY SITE MAP



A DESCRIPTION SKETCH
(NOT A BOUNDARY SURVEY)



LEGEND:

P.O.C. ~ DENOTES POINT OF COMMENCEMENT
P.O.B. ~ DENOTES POINT OF BEGINNING
(°) ~ DENOTES DEGREES
(') ~ DENOTES MINUTES OR FEET
(") ~ DENOTES SECONDS
R/W ~ DENOTES RIGHT-OF-WAY

PROPERTY REFERENCE TABLE

Property Reference Number	Property Owner Name & Address	Property Description Documents	Total Property Acreage	Right-Of-Way Acreage	Balance Of Acreage	Right-Of-Way Recorded Document
35-6N-31-3202-000-001	NEHRKE, WAYNE R. 8540 KILLAM ROAD CENTURY, FL 32535	O.R. 3296, PG. 704	4.0±	0.34±	3.66±	

PARCEL I.D. 35-6N-31-3202-000-001
KILLAM ROAD RIGHT-OF-WAY DESCRIPTION (CREATED HEREIN):

A PORTION OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA, FOR PUBLIC ROAD RIGHT-OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA, THENCE RUN NORTH 03 DEGREES 02 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 35 FOR 2209.67 FEET TO THE SOUTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3296, PAGE 704 RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY (NEHRKE PARCEL) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 360.02 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 35, RUN SOUTH 88 DEGREES 39 MINUTES 25 SECONDS EAST A DISTANCE OF 39.50 FEET; THENCE RUN SOUTH 02 DEGREES 38 MINUTES 52 SECONDS WEST A DISTANCE OF 361.18 FEET TO THE SOUTH LINE OF SAID NEHRKE PARCEL; THENCE RUN NORTH 86 DEGREES 59 MINUTES 41 SECONDS WEST A DISTANCE OF 41.98 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 35, TOWNSHIP 6 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.34 ACRES, MORE OR LESS.

NOTE: RESIDENCE LOCATION OBTAINED FROM AERIAL PHOTOGRAPHY, DATED 1998.

Drawn By: M.K./ACAD	Project No.: 20020304
Date: August 4, 2005	Drawing No. L-4454
Field Book: N/A	Page: N/A
Section, Township, Range:	35-T-6-N, R-31-W
TYPE OF SURVEY: DESCRIPTION DRAWING	
Revisions:	Date:

ENGINEERING SERVICES
DEPARTMENT of ENGINEERING, ESCAMBIA COUNTY, FLORIDA
Suite No. One, 1190 W. Leonard Street, Pensacola, Florida 32501-1116

Date of survey: Signature
Registered Land Surveyor No. 5878 State of Florida

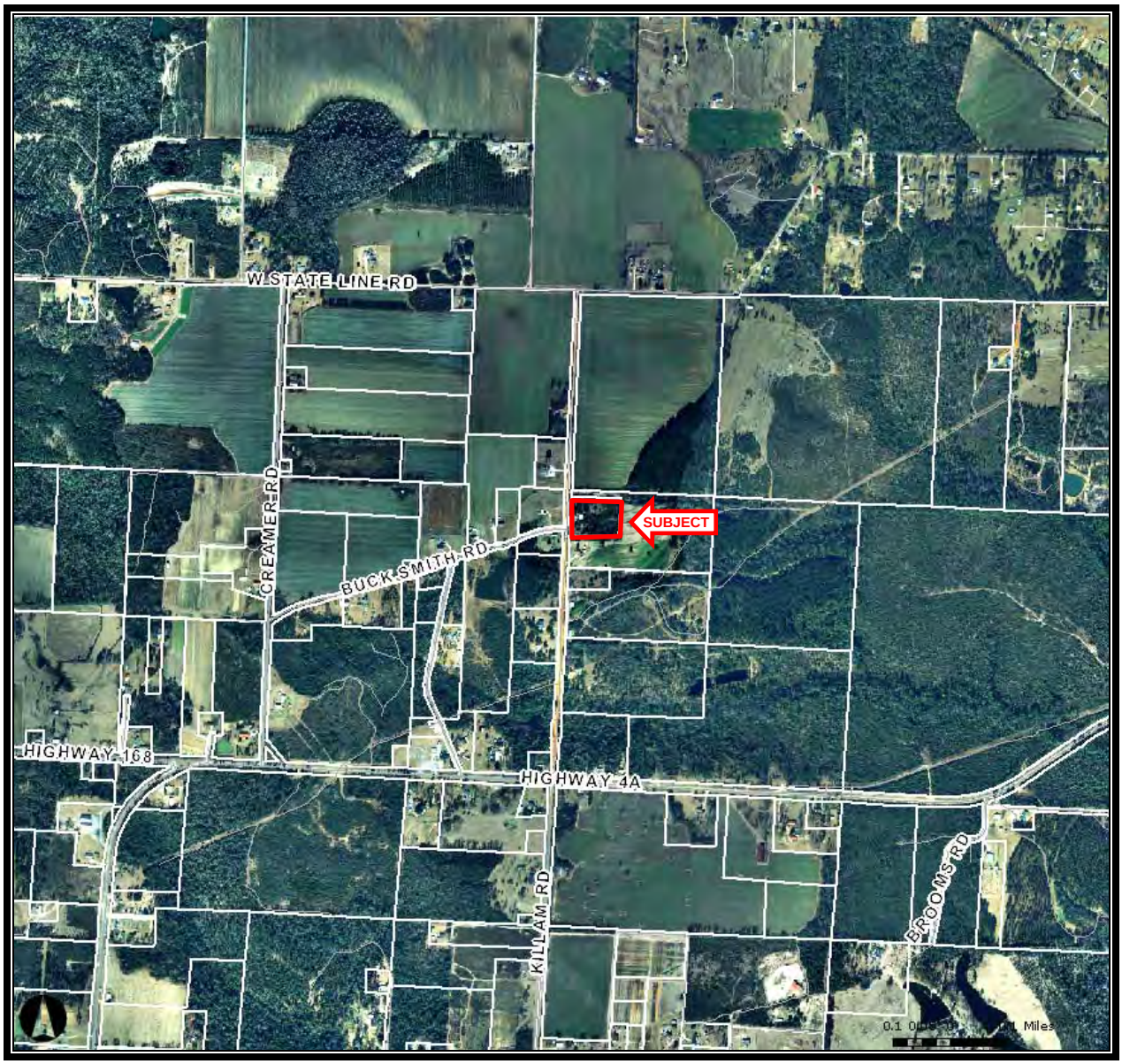
The Description Drawing shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61G17-6, Florida Administrative Code and Section 472.027, Florida Statutes.

Valid Only With Embossed Seal

sheet 1 of one
DWG. NO. L-4454

ESCAMBIA COUNTY FLORIDA

AERIAL PHOTOGRAPH OF PARENT TRACT AND SURROUNDING AREA



AERIAL PHOTOGRAPH OF PARENT TRACT AND PROPOSED ACQUISITION



Note: The setback from the proposed right-of-way to the closest point of the home is approximately 70', as scaled from the County's GIS Aerial photography.

COUNTY GIS MAP OF LAND CONTOURS

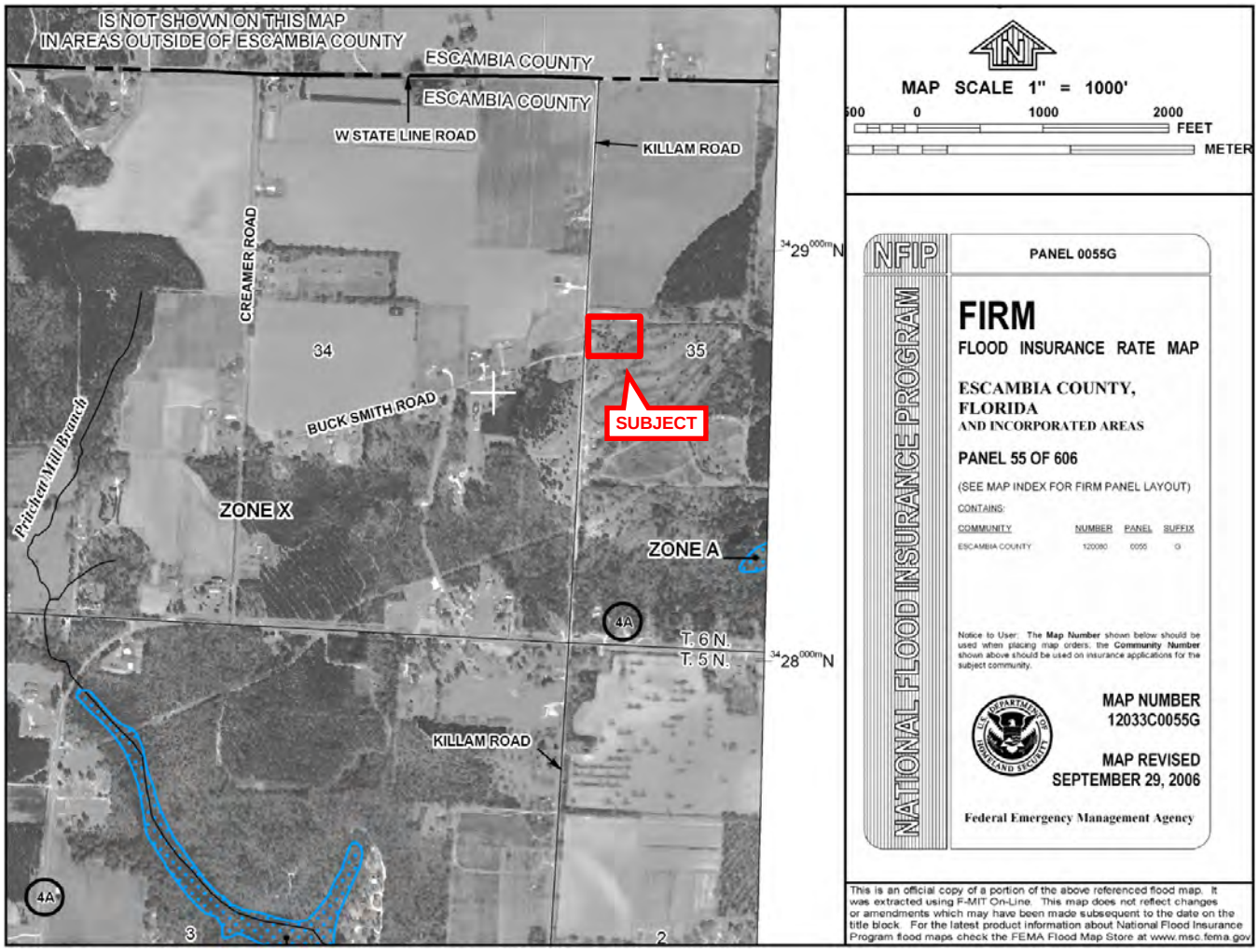


SOIL SURVEY MAP

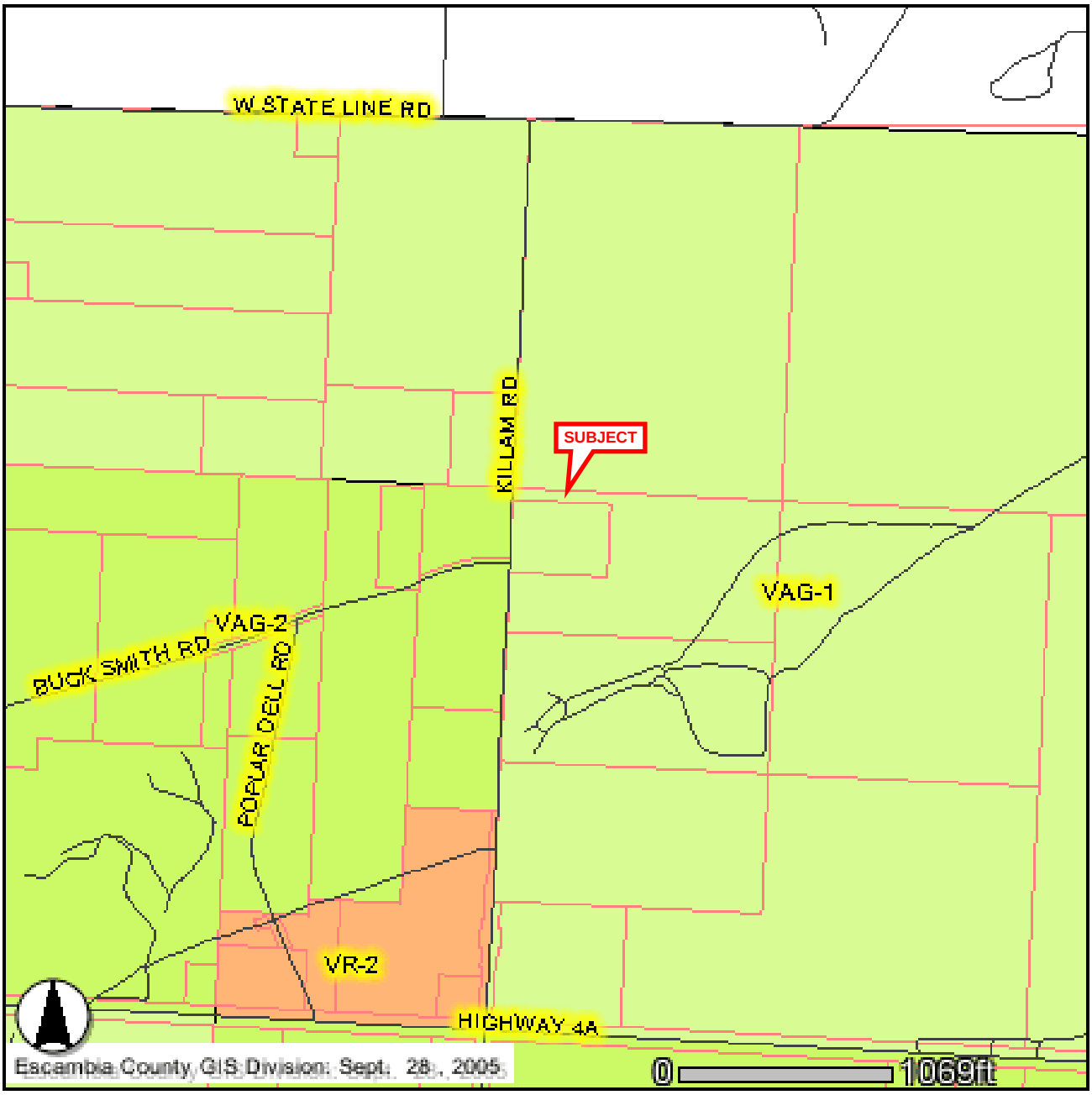


Number	Soil Type	Slope %	Drainage	Soil Material & Characteristics
60	Notcher Fine Sandy loam	2-5	Moderately well drained	Located on gently sloping shoulders and side slopes of broad ridges in Central and Northern Escambia County. High water capacity, moderately slow permeability, no flooding. Well suited for cultivating crops, pasture use, growth of hay, slash, loblolly and longleaf pines and recreational uses. Suited for urban use.
62	Bama Fine Sandy Loam	0-2	Well Drained	This very deep, well drained soil is on nearly level summits of broad ridges in the central and northern parts of the county. Slopes are long and smooth. Depth to the seasonal high water table is more than 6 feet. Available water capacity is high; permeability is moderate, and there is minimal probability of flooding. This soil is well suited to cultivated crops, pasture, hay, the production of timber, most urban and recreational uses.

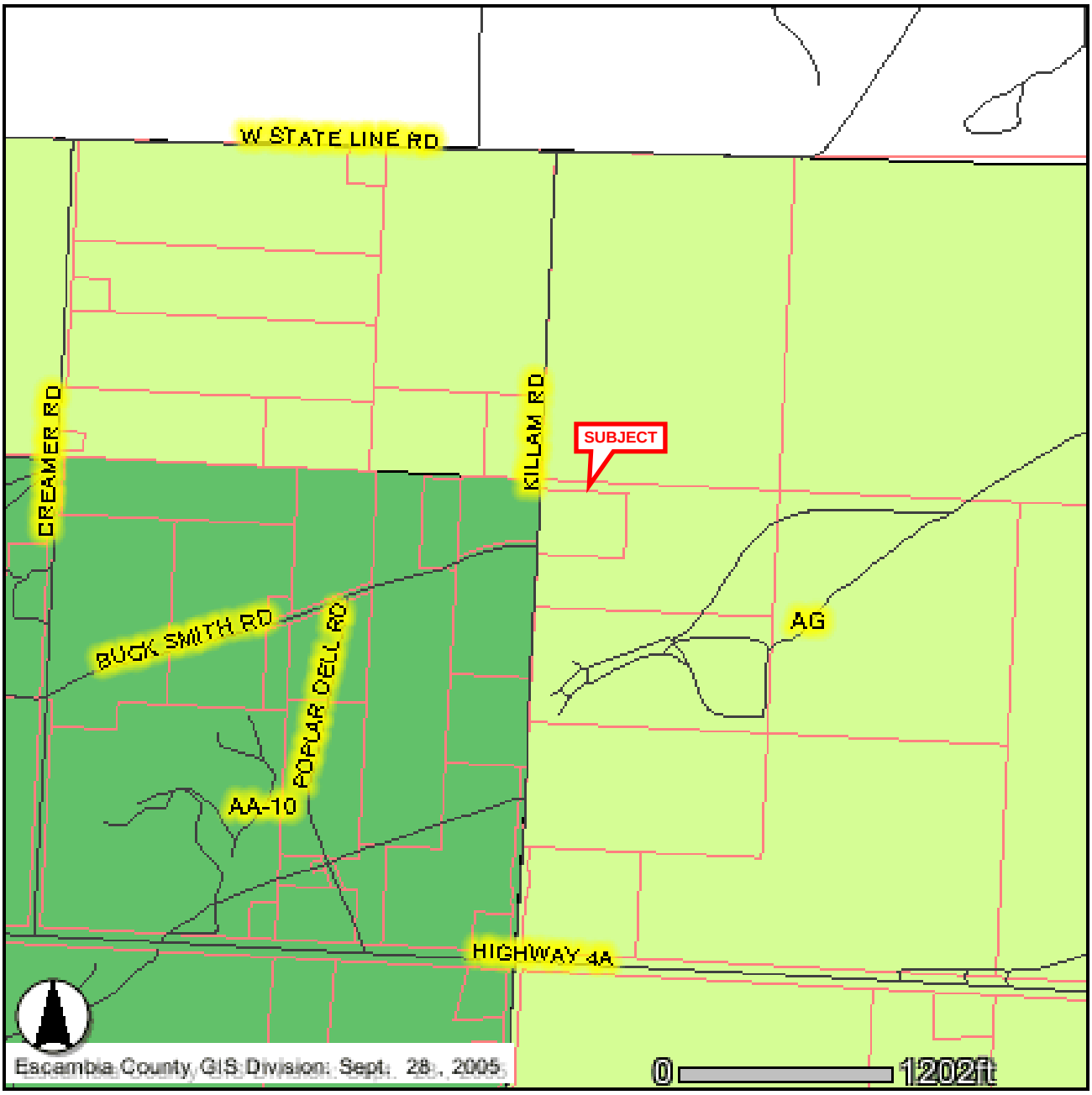
FLOOD MAP


IS NOT SHOWN ON THIS MAP
IN AREAS OUTSIDE OF ESCAMBIA COUNTY
ESCAMBIA COUNTY
ESCAMBIA COUNTY
W STATE LINE ROAD
KILLAM ROAD
CREAMER ROAD
34
35
BUCK SMITH ROAD
SUBJECT
Pritchett Mill Branch
ZONE X
ZONE A
4A
T. 6 N.
T. 5 N.
KILLAM ROAD
4A
3
2
34°29'00"N
34°28'00"N
MAP SCALE 1" = 1000'
500 0 1000 2000
FEET
METER
NFIP
PANEL 0055G
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS
PANEL 55 OF 606
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
ESCAMBIA COUNTY 120080 0055 G
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.
MAP NUMBER
12033C0055G
MAP REVISED
SEPTEMBER 29, 2006
Federal Emergency Management Agency
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ZONING MAP


W STATE LINE RD
KILLAM RD
SUBJECT
VAG-1
VAG-2
BUCK SMITH RD
POPLAR CELL RD
VR-2
HIGHWAY 4A
Escambia County GIS Division: Sept. 28, 2005
0
1069ft

FUTURE LAND USE MAP



PHOTOGRAPHS OF SUBJECT PROPERTY



SOUTHEASTERLY VIEW OF SUBJECT PROPERTY FROM NW CORNER OF SITE



NORTHEASTERLY VIEW OF SUBJECT PROPERTY FROM SW CORNER OF SITE

PHOTOGRAPHS OF SUBJECT PROPERTY



EASTERLY VIEW OF SMALL HOME LOCATED ON SUBJECT PROPERTY



NORTHERLY VIEW OF KILLAM ROAD (SUBJECT ON RIGHT)

PHOTOGRAPHS OF SUBJECT PROPERTY



SOUTHERLY VIEW OF KILLAM ROAD (SUBJECT ON LEFT)

LEGAL DESCRIPTION

A legal description for the subject property may be found in the last deed of conveyance recorded in a Warranty Deed found in OR Book 3296, Page 704 of the public records of Escambia County, Florida. A copy of said deed is included within the addenda of this report.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the property in fee simple ownership, the value of the part acquired, damages and special benefits if any. The appraisal assumes the property to be free of liens and encumbrances.

FUNCTION AND INTENDED USER OF APPRAISAL

The intended use of this appraisal is to assist in establishing recommended compensation by Escambia County. The appraisal is to be used in conjunction with the acquisition of the real property rights. The rights are needed for a proposed right-of-way. The intended user of the report is Escambia County Engineering.

EXTENT OF DATA COLLECTION AND ANALYSIS

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authorities, zoning authorities, the property appraiser's office and utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for same. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to the SMSA, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The appraiser has given consideration to all three approaches to value. The inapplicability of any approach is noted in the report. After considering our analysis of the data, a final opinion of the market value of the subject property was made. This is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PROBLEM

The appraisal problem is to estimate the value of the fee simple rights directly taken in a portion of the subject property. This is an acquisition of 0.34 acre from the east boundary of a 4.0-acre tract of agriculturally zoned land. The parent tract is improved with a small single-family home that is a sufficient distance from the proposed right-of-way such that it is not adversely impacted. The proposed acquisition encompasses 8.5% of the parent tract area and acquires a landscape buffer in front of the home. A cure plan is provided that fully restores the landscape buffer. We are left with a smaller land tract with similar frontage and use potential as in the "before". Consequently, our appraisal analysis will concentrate on a valuation of the land only, with appropriate analysis of any affected site improvements and cost-to-cure monies as necessary. The "after" analysis of the remainder presumes the proposed transportation improvement is in place and operating.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as a specified date and the passing of title from seller to buyer under conditions whereby:

a) buyer and seller are typically motivated;
b) both parties are well informed or well advised, and each acting in what they consider their own best interest;
c) a reasonable time is allowed for exposure in the open market;
d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

[1] *Uniform Standards of Professional Appraisal Practice* as *promulgated* by the Appraisal Standards Board of the Appraisal Foundation (4/20/90).

EXPOSURE TIME

The market value definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. Based upon presently available market information, the marketing time for the subject property has been estimated at six to twelve months.

ZONING, FUTURE LAND USE, CONCURRENCY

The subject property lies within the zoning jurisdiction of Escambia County, Florida. According to the Escambia County zoning department, the subject property is subject to the VAG-1, Villages Agriculture, Low Density zoning district. The intent and purpose of the VAG-1 district is quoted from the ordinance as follows:

> "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. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagriculture uses. The VAG-1 district is characterized by land resources necessary or used to support large farming operations. The objective of this district is to keep large parcels of land from being broken into smaller tracts of multiple ownership making it difficult to assemble enough acreage for efficient agricultural operations."

Gross density is five dwelling units per 100 acres on one-acre parcels.

Permitted uses within this district include:

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.
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings. Places of worship.
11. Educational facilities.
12. Clubs and lodges.
13. Guest residences.
14. Public utility and service structures Feed and farm equipment stores.
15. Other rural area related commercial uses
16. Commercial communication towers less than 150 feet in height.
17. Home-based "cottage businesses" such as crafts, florists, sewing, etc.
18. Home occupations.

Site and building requirements for this district include:

1. Any deed or gift of any parcel of land given without valuable consideration to any member of the donor's immediate family shall be exempted from the minimum lot area requirements. The deeding option shall be limited to one time only for each immediate family member.
2. Public utility uses, animal hospitals, churches and schools shall be exempted from the minimum lot area requirement.
3. Animal clinics and kennels or other boarding facilities--two-acre minimum.
4. Lot coverage. At least 30 percent of each lot or parcel shall remain pervious (70 percent maximum impervious cover ratio).
5. Lot width. The minimum lot width for all permitted uses shall be 100 feet at the street right-of-way.
6. Front yard. There shall be a front yard having a depth of not less than 40 feet.
7. Rear yard. There shall be a rear yard having a depth of not less than 40 feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 40 feet, whichever is greater.
8. Side yard. The minimum side yard on each side shall be ten percent of the lot width measured at the front building line; however, side yards need not exceed 15 feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 40 feet, whichever is greater.

Future Land Use - The subject parcel is located in the Agricultural future land use district. This designation is consistent with the previously stated zoning classification.

Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

ASSESSMENT AND TAXES

The Escambia County Property Appraiser's Office has the subject property identified by Reference #35-6N-31-3202-000-001. The 2010 assessment is $53,234 with $16,245 attributed to the land and $36,989 attributed to the improvements. The 2010 property taxes were $213.71, plus an additional $75.00 fire assessment for a total of tax liability of $288.71. We are not aware of any special tax assessments pertinent to the subject property.

HISTORY OF PROPERTY

The Uniform Standards of Professional Appraisal Practice requires that an appraiser report, consider, and analyze any sale or significant conveyance of an appraised property for the time period of at least twelve months preceding the effective date of the appraisal for residential properties, and thirty-six months for all other property types. According to County records, the current owner has owned the subject property since 1992. We are not aware of any other pertinent historical transactions that have transpired within the past five years, or of any pending sales contracts, options, listings or other conveyance documentation presently pertinent to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

Neighborhood boundaries are the Escambia/Santa Rosa County Line to the east, the Alabama/Florida state line to the north and west, and the city of Molino to the south. Primary access to the neighborhood is via U.S. Highway 29 which runs in a north-south direction from Pensacola to the Alabama state line. Highway 4 is the primary east-west County road that intersects Highway 29. The subject property is located approximately 3.5 miles west of Highway 29, 1.5 miles north of Highway 4, and 0.4 mile south of the Alabama/Florida state line.

Century (population ±1,700) is a rural community located in the northeastern portion of Escambia County Florida. Nearby towns include Flomaton, Alabama (population ±1,600) approximately 3 miles north; Atmore, Alabama (population ±7,700) approximately 16 miles northwest, and Jay, Florida (population ±600), which is approximately 8 miles east. The largest area of population influence is Pensacola, which is approximately 35 miles south via U.S. Highway 29.

U.S. Highway 29 is a heavily traveled four-lane roadway that connects Century with southern Escambia County to the south and Flomaton, Alabama to the north. This roadway has a 300' right-of-way and varies from four to six lanes. Located along U.S. Highway 29 are several churches, banks, mobile homes, car dealerships, medical clinics, convenience stations, and numerous fast-food restaurants. Located along Highway 29, approximately twenty miles to the south is the Central Commerce Park, a county-owned industrial park that has been slow to build-out. Eighteen of the twenty platted lots have been sold, but much of the land remains vacant and undeveloped. Approximately 28 miles south of the subject, International Paper Company has a large facility in the center of Cantonment that provides many jobs to the local community.

Many local businesses directly support the operations of this company, thus providing additional employment opportunities to local residents.

The community is sparsely populated with a variety of home structures typically located on relatively large sites. There is a mixture of newer homes, older farmhouses, and manufactured homes. Overall development is at a slow, but steady pace. The age of homes in the area ranges from new to 75 years. Prices range from around $20,000 for an older manufactured home on a small site up to around $300,000 for a newer, upscale home on a rural estate.

Many of the populace are commuters employed in nearby population centers of Atmore, Alabama and Pensacola, Florida. The majority of commerce in the area is currently agricultural and forestry related. There is abundant row crop and livestock activity. With the International Paper Company approximately 28 miles southeast in Cantonment, Florida, forestry is a major economic force in the area.

In summary, we see a rural community that is experiencing slow but steady growth, mostly from the influence of local population centers. Primary commerce is agricultural and timber related. We would anticipate steady and continuous growth in the future as people look for more room and affordable land.

SITE DATA

The subject site has a nearly rectangular in shape and contains 4.0 acres of land, more or less. It has 360.02' of frontage along the east side of Killam Road and approximately 484' of depth. A complete delineation of the property boundaries is shown on an exhibit found later in this report.

The subject site is approximately even with the adjoining road grade of Killam Road. As shown previously on a contours map, both the site and the road slope gently downward to the south. The lowest point of the site is at its southeast corner. The site is predominantly cleared cropland. There are a few large cedar trees that appear to have been planted along a portion of the site's west boundary to provide a buffer between the home and the roadway.

According to the flood maps published by the Federal Emergency Management Agency, more particularly Community Panel 12033C0075 F, dated 02/23/00, the subject property is located within Zone "X", an area not prone to flooding. A copy of said map is included within the exhibits of this report.

The Department of Agriculture Soil Survey indicates that soils within the subject site are comprised of a mixture of Bama Fine Sandy Loam (0-2% slope) and Notcher Fine Sandy Loam (2-5% slope), which are both well drained soils that are suited for cultivated crops, pasture, hay, the production of timber, urban and recreational uses. A copy of the applicable soil survey map is included within the exhibits of this report.

Ingress/egress to the property is rated as good via frontage along Killam Road, an unpaved, two-lane secondary roadway.

Utilities available to the site include water, telephone, cable and electric service. Sanitary sewer service is not available as septic systems are typical for the area.

We are not aware of any known easements, encroachments or restrictions that adversely impact the site.

Improvements Description - The site is improved with a small single-family home. The home contains approximately 1,176 SF, and according to County records, it was constructed in 1969. At its closest point on the front screen porch, the home is located approximately 70’ from the proposed right-of-way. This is a sufficient distance from the proposed right-of-way such that the home is not adversely impacted. Consequently, a detailed analysis of the improvements are excluded from our report.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value." [2] In estimating highest and best use of the subject site, the following were taken into consideration:

1) The uses legally permissible on the site
2) The uses physically possible at that site
3) Financially feasible uses of the site
4) The maximally productive use of the property

Legally Possible Uses: The property is located within the VAG-1 zoning classification which is primarily permissive of residential and agricultural development. This classification has been assigned to rural residential communities and is intended to jointly promote residential and agricultural uses. Maximum density allowed by this zoning is one residential dwelling unit per twenty acres. More intense residential uses would require a zoning change. The reader is referred to the zoning section of this report for more information regarding this zoning classification.

Physically Possible Uses: As vacant and with a site area of 4.0 acres, the subject parcel is physically suitable to support a residential homestead with agricultural usage on the remaining acreage. The parcel has gently sloped topography, good soil characteristics and is conducive to residential and agricultural uses based on the physical features. Due to size restrictions, most of the other permitted uses under the VAG-1 zoning classification could not be physically accommodated within the parcel boundaries. Under this zoning classification, the property is not permitted for subdivision into smaller parcels for residential development.

[2] *Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, 1993.

Financially Feasible Uses: Financially feasible uses are best exhibited by reviewing current development trends within the immediate vicinity of the subject site. The growth rate in and around Century is slow in comparison to the communities located to the south. There is not a high demand for residential development at this time. The primary residential market in this area is for large acreage home sites. Most of the smaller sites in this area have been carved out of larger land holdings and deeded from relatives. We also note that a significant amount of the larger sites are jointly used for residential homesteads as well as for timber and agricultural uses. In summary, sparse residential, agricultural and timber uses are the predominant uses in the immediate area.

Non-residential development (churches, RV parks, animal hospitals, educational facilities, etc.) is primarily confined to the major arterials of Highway 29 and Highway 4. Even on the major roadways, non-residential development is scattered due to the surrounding low density residential development. The subject property is located on a secondary residential roadway wherein traffic flow is minimal and therefore would not be supportive for non-residential development.

Maximally Productive Use – Single-family residential is the use that satisfies the previous highest and best use tests. The subject site contains ample size for a residential home site. We do recognize that single-family usage in combination with agricultural applications to be a common use in this area. With the stated density, the property is not permitted for subdivision into smaller parcels. Given these limitations, the property is best suited for accommodating a single-family residential homestead with agricultural use on the remaining acreage.

APPROACHES TO ESTIMATING VALUE

There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has given consideration to all three approaches, but has determined the Cost and Income Approaches are inappropriate to the valuation of the subject property as this is an appraisal analysis of vacant land. The sales comparison approach to value is the most valid indicator of value. The cost and income approaches to value lack relevance to the valuation of land only or have minimal market support and are therefore excluded from our analysis.

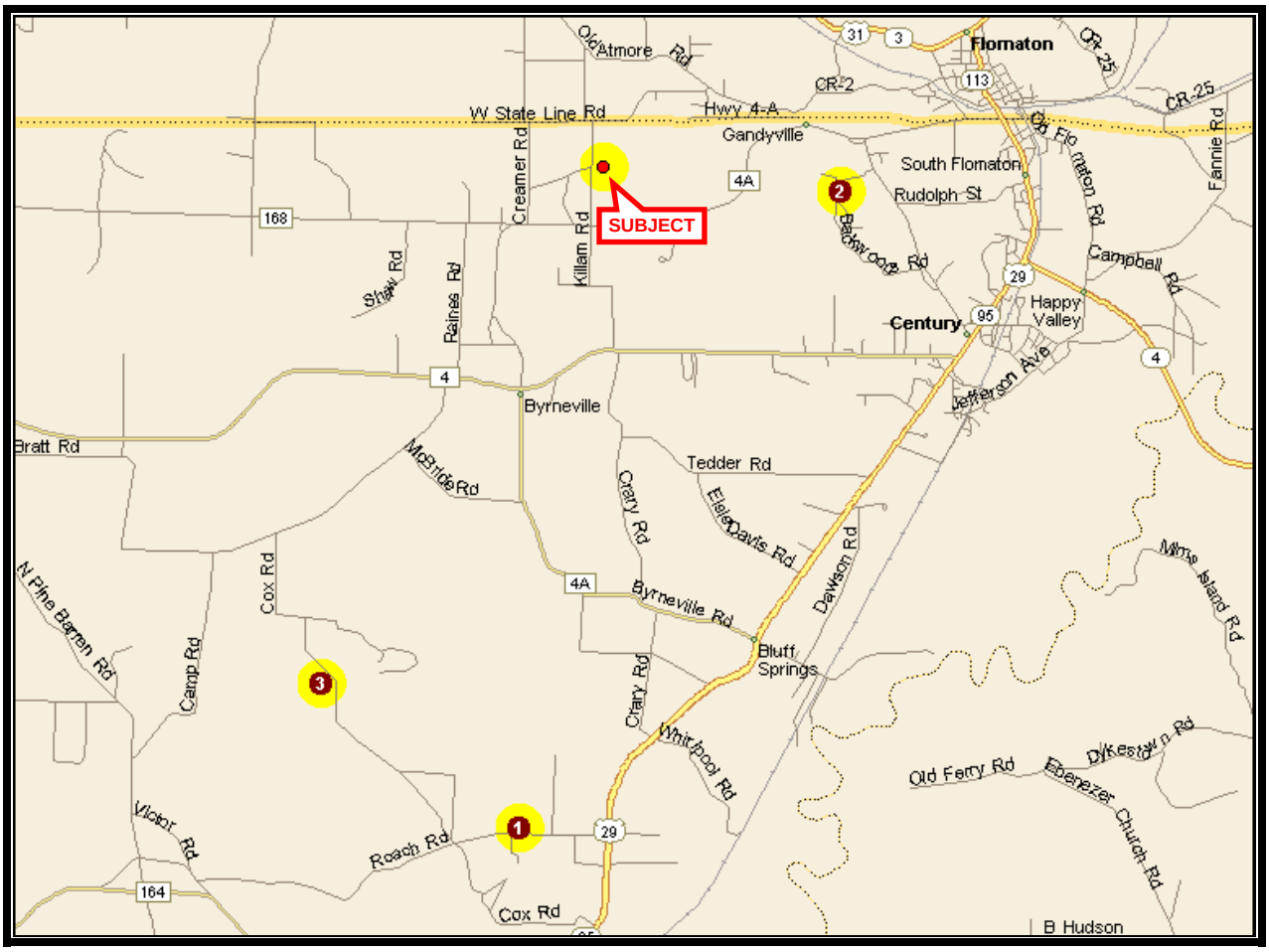
LAND VALUATION

The subject site is valued using the Sales Comparison Approach. This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

a) The degree of comparability of each property with the property being appraised,
b) The time of sale,
c) The verification of sales data,
d) The absence of unusual conditions affecting the sale.

We have located several sales which provide for a good comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison Chart which summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAPS FOR SUBJECT AND COMPARABLE LAND SALES



Land Sale No. 1

Property Identification

Record ID	4681
Property Type	Vacant Residential Land
Address	North side of Roach Road, approximately 600' west of Honeybee Lane, McDavid, Escambia County, Florida
Tax ID	27-5N-31-4401-005-001
Date Inspected	January 10, 2011
Present Use	Vacant land

Sale Data

Grantor	Lee A White, Jr. and Shawn M. White
Grantee	James Edward Comalander and Elizabeth Comalander
Sale Date	November 11, 2009
Deed Book/Page	6527/1558
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	No prior sales within the past three years
Instrument	General Warranty Deed
Verification	James Comalander, Grantee; 850-256-5182, January 09, 2011; Other sources: Public records, inspection, Confirmed by Barbara M. Martin
Sale Price	$35,000

Land Data

Zoning	VAG-2, Villages Agriculture
Topography	Level to sloped uplands, cleared
Utilities	All available except sewer
Dimensions	100 x 1320 x 330 x 545 x 230 x 775, approximately
Shape	Irregular
Flood Info	Zone X, minimal probability
Future Land Use	RR, Rural Residential
Encumbrances	None noted

Land Size Information

Gross Land Size	6.00 Acres or 261,360 SF
Front Footage	100 ft Roach Road

Indicators

Sale Price/Gross Acre	$5,833
Sale Price/Gross SF	$0.13

Remarks

This is the sale of 6.00 acres of land located in McDavid, Florida. Access to this parcel is via 100' of frontage along Roach Road, a paved, public roadway maintained by the County. County GIS mapping indicates no potential wetlands, and the Department of Agriculture's soil survey map indicates the site is comprised of a mixture of well drained soils.

PHOTOGRAPH OF LAND SALE NO. 1

Northerly view of property from Roach Road



AERIAL PHOTOGRAPH OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID	4682
Property Type	Vacant Residential Land
Address	870 Backwoods Lane, Century, Escambia County, Florida
Tax ID	31-6N-30-3205-000-000
Date Inspected	January 10, 2011
Present Use	Vacant land

Sale Data

Grantor	James L. McKinney
Grantee	Baywind Builders, Inc.
Sale Date	August 07, 2009
Deed Book/Page	6494/1525
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	No prior sales within the past three years
Instrument	Warranty Deed
Verification	James McKinney, Grantor; 850-698-3172, January 09, 2011; Other sources: Public records, inspection, Confirmed by Barbara M. Martin
Sale Price	$10,000

Land Data

Zoning	V-2, Villages, SFR
Topography	Level to sloped uplands, cleared
Utilities	All available except sewer
Dimensions	210 x 210 x 210 x 210
Shape	Rectangular
Flood Info	Zone X, minimal probability
Future Land Use	AA-18, Activity Area - Century
Encumbrances	None noted

Land Size Information

Gross Land Size	1.012 Acres or 44,100 SF
Front Footage	210 ft Backwoods Road

Indicators

Sale Price/Gross Acre	$9,878
Sale Price/Gross SF	$0.23

Remarks

This is the sale of 1.012 acres of land located in Century, Florida. Access to this parcel is via 210' of frontage along Backwoods Road, a paved, public roadway maintained by the County. County GIS mapping indicates no potential wetlands, and the Department of Agriculture's soil survey map indicates the site is comprised of well drained soils.

PHOTOGRAPH OF LAND SALE NO. 2

Southeasterly view of property from Roach Road
The home shown on the site was constructed by the buyer subsequent to the sale.



AERIAL PHOTOGRAPH OF LAND SALE NO. 2

The home shown on the site below was constructed by the buyer subsequent to the sale.



Land Sale No. 3

Property Identification

Record ID	4683
Property Type	Vacant Residential Land
Address	1600 Block of Cox Road, McDavid, Escambia County, Florida
Tax ID	20-5N-31-4303-000-002
Date Inspected	January 10, 2011
Present Use	Vacant land

Sale Data

Grantor	Roxanne P. Hale, fka Roxanne P. Weaver
Grantee	Gulf Power Company
Sale Date	August 28, 2009
Deed Book/Page	6501/117
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	No prior sales within the past three years
Instrument	General Warranty Deed
Verification	Don Schofield, Representative for Grantee; 850-444-6555, Cindy Cotton, Listing Agent w/ Cotton Real Estate, 850-994-8080, January 09, 2011; Other sources: Public records, inspection, Confirmed by R. Shawn Brantley, MAI
Sale Price	$40,000

Land Data

Zoning	VAG-1, Villages Agriculture
Topography	Level to sloped uplands, partially cleared
Utilities	All available except sewer
Dimensions	50 x 1555 x 580 x 530 x 475 x 1070, approximately
Flood Info	Zone X, not prone to flooding
Future Land Use	AG, Agriculture
Encumbrances	None noted

Land Size Information

Gross Land Size	7.550 Acres or 328,878 SF
Front Footage	50 ft Cox Road, approximately

Indicators

Sale Price/Gross Acre	$5,298
Sale Price/Gross SF	$0.12

Remarks

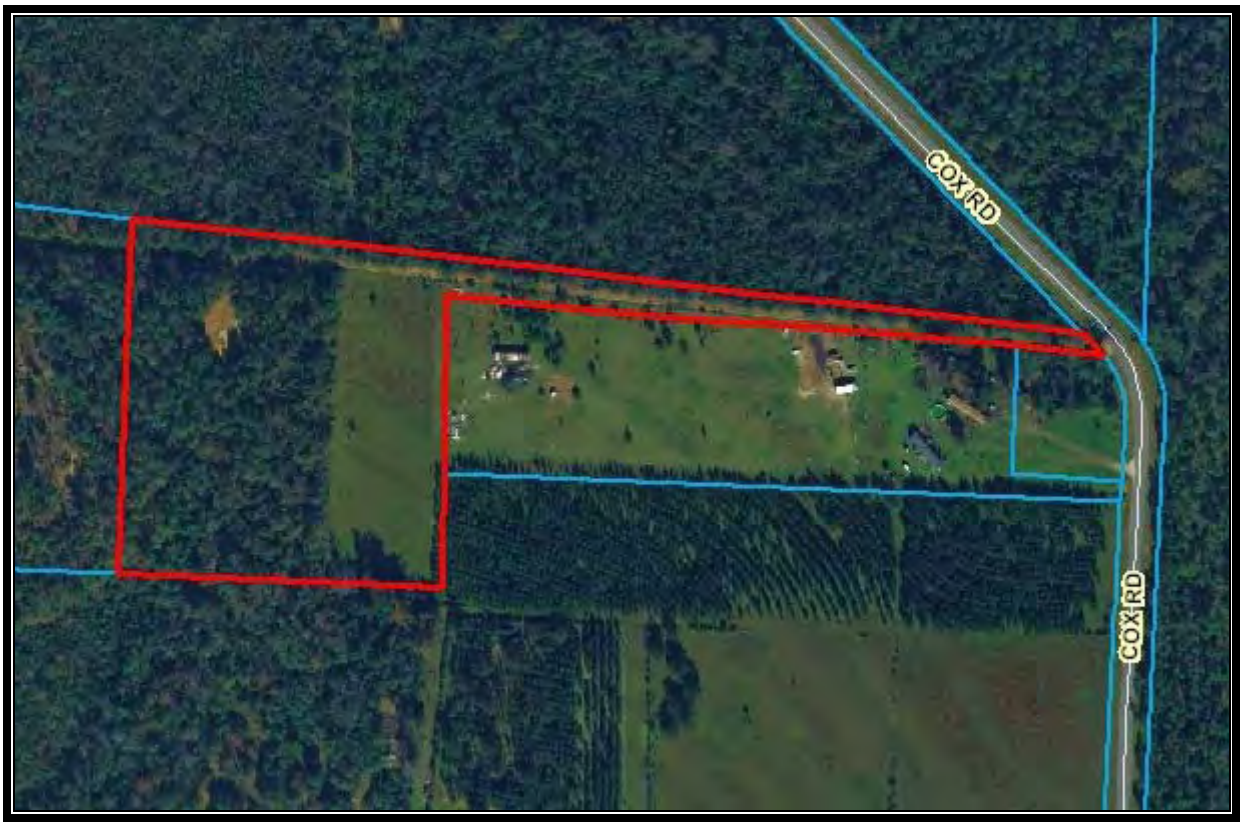
This is the sale of 7.55 acres of land located in McDavid, Florida. Access to this parcel is via 50' of frontage along Cox Road, a paved, public roadway maintained by the County. County GIS mapping indicates no potential wetlands for this parcel, and the Department of Agriculture's soil survey map indicates the site is comprised of a mixture of well drained soils and somewhat excessively drained soils. The rear ±60% of the site is wooded and contains the somewhat excessively drained soils due to a stronger slope (8 to 12% slope). The front portion of the site is level to gently sloped (0 to 5% slope) with well drained soils.

PHOTOGRAPH OF LAND SALE NO. 3

Westerly view of property from Cox Road



AERIAL PHOTOGRAPH OF LAND SALE NO. 3



LAND SALES COMPARISON GRID								
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3	
Location	Killam Road	Roach Road		Backwoods Lane		Cox Road	
Prox to Subject	N/A	5.4 Miles South		1.9 Miles East		4.8 Miles Southwest	
Sales Price	N/A	$35,000		$10,000		$40,000	
Site Area (Ac)	4.0	6.00		1.012		7.55	
Price/Acre	N/A	$5,833		$9,878		$5,298	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjst Price/Ac	N/A	$5,833		$9,878		$5,298	
Financing	Cash or Equiv	Similar		Similar		Similar	
Adjst Price/Ac	N/A	$5,833		$9,878		$5,298	
Cond of Sale	Arm's Length	Similar		Similar		Similar	
Adjst Price/Ac	N/A	$5,833		$9,878		$5,298	
Buyer Expend	None	Similar		Similar		Similar	
Adjst Price/Ac	N/A	$5,833		$9,878		$5,298	
Time/Mkt Cond	Dec-09	Nov-09		Aug-09		Aug-09	
Adjst Price Ac	N/A	$5,833		$9,878		$5,298	
Location	Century	McDavid		Century		McDavid	
Site Area	4.0	6.00	10%	1.012	-15%	7.55	15%
Road Frontage FF per Acre Paved/Unpaved	360 90 Unpaved	100 17 Paved	Offset	210 207 Paved	-10%	50 7 Paved	Offset
Utilities	No Sewer	Similar		Similar		Similar	
Zoning	VAG-1	VAG-2		V-2,Vill SFR		VAG-1	
Topography Land Mix	Lev-Slp/Typ Soils Cleared/Wooded	Lv-Slp/TypSoils Cleared		Lv-Slp/TypSoils Cleared/Wood		Lv-Slp/TypSoils More Wooded	10%
Shape/Utility	Rectangular	Irregular	15%	Rectangular		Irregular	15%
Encumbrances	None Noted	None Noted		None Noted		None Noted	
Net Phys Adj	N/A		25%		-25%		40%
Adjst Value/Ac	N/A	$7,292		$7,408		$7,417	

Unit of Comparison: A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per allowable dwelling unit, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of “price per acre” of site area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an

acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, all of the cited comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, the comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required.

Buyer Expenditures – The sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – Due to the economic recession, the real estate market has been stagnant over the past few years; thus, the availability of truly comparable

sales was extremely limited. Therefore, it was necessary to extend our time/market search parameters in order to obtain a sufficient quantity of comparable sales data. The appraiser has relied upon the three most similar sales in arriving at an indication of value for the subject improvements. The selected sales are somewhat dated transactions, but they are the best available for comparison with the subject property at the time of this appraisal. We have compiled a considerable amount of sales data involving land sales in the general area and have noted general stability since the comparable sales were transacted, thus no adjustments were required.

Location – Location is an important component of a property's value. The subject is located in the rural community of Century, Florida. All three comparables have reasonably similar rural locations within the Century and McDavid communities, thus no adjustments were required.

Site Area – The subject site contains ±4.0 acres of site area. The comparables range in size from ±1.012 acres to ±7.55 acres; hence, the appropriate adjustments are applied to the sales to account for the inverse relationship between site size and unit price (price/acre).

Frontage/Access – This category attempts to recognize or identify any unusual characteristics in regards to frontage and access. The subject property has good access via ±360 feet of frontage on Killam Road, an unpaved roadway. Sale #2 also has ample frontage, but is located on a paved roadway for which a negative adjustment is applied. Sales #1 and #3 are also located on paved roadways, but they have considerably less road frontage which we believe offsets, thus, no adjustments are applied to these sales.

Utilities – The subject and all of the sales have all utilities available with the exception of sewer service; hence, no adjustments are required.

Zoning – The subject and the comparable sales all have reasonably similar rural residential zoning classifications for which no adjustments are required.

Topography/Land Mix - The subject parcel is gently sloped land comprised of well drained soils that are conducive to agricultural and urban uses. It is predominantly cleared with a few scattered trees. Sales #1 and #2 are similar gently sloped, cleared to partially cleared parcels comprised of well drained soils, thus no adjustment required for these sales. Approximately 60% of Sale #3 is wooded and more strongly sloped, thus contains somewhat excessively drained soils. Hence, positive adjustment is applied to this sale for inferior topography and land mix.

Shape/Utility – The subject property has good utility with a nearly rectangular shape that is conducive to rural and urban uses. Sale #2 has a similar rectangular shape and good utility. Positive adjustments are applied to Sales #1 and #3 for their inferior shape/utility due to their long, narrow extensions wherein utility is diminished.

Encumbrances – We are not aware of any encumbrances pertinent to the subject property or to the comparable sales.

Land Value Analysis - The sales used represent purchases of similar properties located within the subject's market area. The comparable sales indicate an adjusted unit value range of from $7,292 to $7,417 per acre. All three sales are good indicators of value for different elements of comparison. With weight to all three sales, we reconcile at a rounded $7,400/acre. Applying this unit value to the subject's site area of 4.0 acres, the land value is estimated at $29,600.

Land Value Opinion "Before": $29,600 ($7,400/Acre)

DESCRIPTION OF THE PART ACQUIRED

The part acquired encompasses 0.34 acre (8.5%) of the total land area and is comprised of a rectangular shaped parcel along the west boundary of the parent tract. The north boundary of the part acquired measures 39.50'; the south boundary measures 41.98'; the west boundary measures 360.02' along Killam Road; and the east boundary measures 361.18'. A complete delineation of the property boundaries pertaining to the acquisition and remainder parcel was shown previously as an exhibit in this report.

The part acquired is gently sloped, and soils are comprised of a mix of well drained soils that are suited to cultivated crops, pasture, hay, the production of timber, urban and recreational uses.

There are no building improvements located within the area of acquisition. Site improvements within the area of acquisition consist of ±6,100 SF of landscape buffer. This landscape buffer is comprised of several large cedar trees that appear to have been planted along a portion of the site's west boundary to provide a buffer between the home and the roadway. Because they are clearly an integral part of the subject's landscaping, they are included in the valuation of the part acquired.

VALUATION OF THE PART ACQUIRED

The 6,100 SF of landscape buffer within the acquisition is valued at $1.57/SF, or $9,600 “R” based on costs obtained from the Marshall Valuation Service and typical costs obtained from Floral Tree Gardens. With this in mind, our valuation analysis computes as follows, adding the land value based upon the unit value already derived:

Valuation of Property in Acquisition

Land:	$2,500 “R"	(0.34 Acre @ $7,400/Acre)
Improvements:	$9,600 “R”	
Total Value:	$12,100	

VALUE OF REMAINDER AS A PART OF THE WHOLE PROPERTY

The subject property (land only) was valued at $29,600 “before". The value of the part acquired (land only) was $2,500. Thus, the valuation of the remainder as a part of the whole property is $27,100 (land only: $29,600 - $2,500).

PURPOSE OF APPRAISAL OF REMAINDER AFTER ACQUISITION

The purpose of the appraisal is to estimate the market value of the remainder to discover if there are any damages or special benefits caused by the acquisition. The remainder valuation assumes the proposed right-of-way has been completed according to the construction plans. The value of the remainder property “as part of the whole” was previously estimated by subtracting the value of the part acquired from the “before” valuation. The “as part of the whole” valuation will be the basis for determining if damages are apparent to the remainder site. The function is to compare the remainder value estimate with the value of the remainder as a part of the "before" tract to determine whether there is any reduction (damage), or enhancement (special benefit) as a result of the acquisition.

APPRAISAL PROBLEM

The appraisal problem for the remainder valuation is to consider the impact of the acquisition on the remainder property. This is a strip taking of 0.34 acre from the west boundary of a 4.0-acre parcel that is improved with a single family home. The proposed acquisition encompasses a portion of the parent tract, thus reduces the setback to the home and includes a landscape buffer that serves to isolate the home from the roadway. A cure plan is provided to restore the landscape buffer. The appraisal problem is to examine and value the remainder property given its new characteristics. We will consider all aspects of the remainder property including physical factors, land development requirements, utility and other pertinent factors in our evaluation of the remainder property.

DESCRIPTION OF REMAINDER

The remainder site will consist of a 3.66-acre parcel with similar frontage and configuration as the parent tract previously described, less the proposed acquisition. The remainder site will have 361.18' of frontage on Killam Road. A complete delineation of the remainder boundaries was shown previously within the exhibits of this report.

Ingress/egress to the remainder site will be similar to the "before" via frontage along Killam Road. There will be no significant grade changes for the remainder property.

The proposed right-of-way is assumed to be in place on the day of acquisition. According to the Escambia County Engineering Department, the right-of-way is to accommodate an asphalt-paved, two-lane roadway.

Pertaining to the improvements, the setback to the home is reduced to ±70' at its closest point. Based on setback studies contained in our files, we perceive no adverse effect will be incurred due to the setback reduction. Also, the remainder's setback still falls within the range of typical setbacks observed within the general area, aPage: 48 nd forms an adequate front yard in comparison to market standards.

The site will lose its landscape buffer along the existing roadway. We see no adverse effect as a cure plan is provided that will restore the landscape buffer. Hence, we are left with a smaller land tract for which we perceive similar use potential as in the "before". The balance of the remainder tract description is commensurate with the description of the parent tract in regards to flood zone, utilities, and soil composition. Further assessment of the remainder property is discussed in detail under the "Effects of Acquisition on Remainder" and "Highest and Best Use of Remainder".

ZONING, LAND USE PLAN, CONCURRENCY

Please refer to the prior discussion of the zoning and land use planning codes. The zoning, future land use, and concurrency issues for the remainder parcel are the same as for the parent parcel.

PROPOSED TRANSPORTATION FACILITY DESCRIPTION

The area of acquisition will be employed for the construction of an asphalt-paved, two-lane roadway.

EFFECT OF ACQUISITION ON REMAINDER

Aside from the physical loss of site area, the right-of-way acquisition does not result in any reduction in utility between the parent tract and the remainder parcel. The acquisition essentially reduces the size of the parcel by 8.5%, but it does not adversely affect the utility of the remainder parcel. Ingress/egress to the subject property will be similar as in the “before” via an unpaved driveway from Killam Road. There will be no significant grade changes for the remainder parcel.

Pertaining to the improvements, the setback to the home is reduced to ±70’. Based on setback studies contained in our files, and based upon observation of what constitutes an adequate front yard in the marketplace, we perceive no adverse effect will be incurred due to the setback reduction. Also, the remainder’s setback still falls within the range of typical setbacks observed within the general area.

Site improvements within the acquisition consist of the home site’s landscape buffer. A cure plan is provided to restore the landscape buffer.

In summary, we see no adverse effect to the remainder property as a result of the acquisition. We are left with a smaller land tract for which we perceive similar use potential as in the "before". A brief summary of the property characteristics, both "before" and "after" the proposed acquisition, is listed in the following table:

COMPARISON ANALYSIS "BEFORE" AND "AFTER"				
Description	"Before"	"After"	Difference	Comments
Zoning Compliance	In compliance	In Compliance	No change	No change
Grade Changes	Minimal	Minimal	No change	No significant change
Setback Reduction	Home: ±110 feet	Home: ±70 feet	Loss of ±40 feet	Based on setback studies in our files, we see no adverse effect. Also, the remainder's setbacks still fall within the range of typical setbacks observed in the general area.
Driveway Changes	±15' wide unpaved driveway	±15' wide unpaved driveway	No change	No significant change
Parking Changes	Unpaved parking area	Unpaved parking area	No change	No significant change
Site Area	4.0 Acres	3.66 Acres	Loss of 0.34 acre	We see no adverse effect as the remainder parcel has similar utility as in the "before".

HIGHEST AND BEST USE OF REMAINDER

The subject property after the acquisition has similar utility as in the "before". We again see the property as being best suited for accommodating a single-family residential homestead with agricultural use on the remaining acreage.

APPROACHES TO ESTIMATING VALUE

As with the parent parcel, the sales comparison approach to value is the most valid indicator of value for the remainder property. The cost and income approaches to value lack relevance to the valuation of land only or have minimal market support and are therefore excluded from our analysis.

LAND VALUATION FOR REMAINDER

Much of our structure and format pertaining to the valuation of the remainder property remains unchanged from the prior analysis of the parent tract. Revisiting our sales comparison grid, the adjustments are exactly the same as for the parent tract, thus resulting in the same unit value for the remainder's site area as for the parent parcel at $7,400/acre. Applied to the remainder's site area of 3.66 acres, this renders a rounded value indication of $27,100.

Land Value Estimate "After": $27,100

SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

The value of the remainder parcel as part of the whole property (land only) was $27.100. The value of the remainder (land only) was $27,100, thus indicating no damages to be sustained as a result of the acquisition. The absence of damages is due to the fact that the cure plan is successful in re-configuring the "after" property to effectively regain its "before" functionality.

COST-TO-CURE

In performing the valuation of the remainder, the property was appraised subject to some modifications or “Cost-to-Cure”. The cure plan is intended to re-establish the subject’s ±6,100 SF landscape buffer along Killam Road. Based on typical cure costs obtained from Floral Tree Gardens and the Marshall Valuation Service, we estimate $9,600 for the landscaping.

The property owner has been previously compensated $9,600 for landscaping in the part acquired. The cure plan re-establishes $9,600 of landscaping. To avoid double compensation, the net cost-to-cure equates to the cure estimate ($9,600) less the value of the landscaping ($9,600) acquired in the acquisition. Thus, the net cost-to-cure is $0.

SPECIAL BENEFITS

There are no special benefits applicable to the remainder property.

SUMMARY OF VALUES

1.	Before Property (Land Only)	$	29,600
2.	Part Acquired (Land)	$	2,500
2.	Part Acquired (Improvements)	$	9,600
3.	Remainder as Part of the Whole (1-2a)	$	27,100
4.	Remainder Appraised	$	27,100
5.	Damages (3-4)	$	-
6.	Special Benefits	$	-
7.	Damages (5-6)	$	-

SUMMARY OF TOTAL COMPENSATION

Part Acquired (2a + 2b)	$	12,100
Total Compensable Damages (7)	$	-
Net Cost-to-Cure	$	-
Total Compensation	$	12,100

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

8. I have made a personal inspection for the property that is the subject of this report.

9. No one provided significant professional assistance to the person signing this certification.

10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, R. Shawn Brantley, MAI, and Barbara M. Martin, MAI, have completed the requirements of the continuing education program of the Appraisal Institute.

14. We certify that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289

Barbara M. Martin, MAI

Barbara M. Martin, MAI
State-Certified General Appraiser
Florida #RZ2552

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990, Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

COURSE DESCRIPTION	DATE COMPLETED	HOURS	SPONSOR
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	3	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP “Core” Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice “C”	04/98	15	Appraisal Institute
USPAP “Core” Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S Al C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (Fl431)	1984	60	University of Alabama
Real Estate Finance (Fl 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER
BARBARA MINNICH MARTIN, MAI

AFFILIATIONS/DESIGNATIONS
MAI Designation: Commercial appraisal designation awarded by the Appraisal Institute in 2008
State Certified General Appraiser; Florida, #RZ2552; certified to appraise all types of real property

EDUCATION
Bachelor of Science Degree, Auburn University, Auburn, Alabama, 1976
Major: Housing, Interior Furnishings, and Equipment

Successful completion of the following courses/exams specific to real estate appraisal:

COURSE DESCRIPTION	DATE	HOURS	SPONSOR
National USPAP Update	2010	7	Appraisal Institute
Florida Appraisal Law	2010	03	Appraisal Institute
Roles/Rules Supervisory & Registered	2010	03	Appraisal Institute
Condemnation Appraising: Principles & Applications	2009	22	Appraisal Institute
Using the HP12C Financial Calculator	2008	07	Appraisal Institute
National USPAP Update	2008	07	Appraisal Institute
Real Estate Finance Statistics and Valuation	2008	14	Appraisal Institute
Roles/Rules of Supervisors/Trainees	2008	03	Bert Rodgers
FL RE Appraisal Laws and Rules	2008	03	Bert Rodgers
General Demo Appraisal Report Workshop	2007	40	Appraisal Institute
Comprehensive Appraisal Workshop	2006	21	Ted Whitmer
National USPAP Update	2006	07	McKissock
Florida Appraisal Laws and Regulations	2006	03	McKissock
Small Hotel/Motel Valuation	2005	07	Appraisal Institute
Analyzing Operating Expenses	2005	07	Appraisal Institute
Feasibility, Market Value, Investment Timing	2005	07	Appraisal Institute
Florida Appraisal Laws and Rules	2004	03	Bert Rodgers
Report Writing and Valuation Analysis	2004	40	Appraisal Institute
National USPAP	2003	15	Appraisal Institute
Business Practices and Ethics	2003	08	Appraisal Institute
USPAP and Florida Law Update	2002	10	McKissock
Adv Sales Comparison/Cost Approaches	2001	40	Appraisal Institute
Highest & Best Use & Market Analysis	2000	40	Appraisal Institute
USPAP and Florida Law Update	2000	07	RE Ed Specialists
Advanced Income Capitalization	1998	40	Appraisal Institute
USPAP and Florida Law Update	1998	07	RE Ed Specialists
Basic Income Capitalization	1996	39	Appraisal Institute
Advanced Applications	1995	40	Appraisal Institute
Residential Appraisal Analysis (FNMA)	1995	07	Appraisal Institute
Standards of Professional Practice A	1994	16	Appraisal Institute
Standards of Professional Practice B	1994	11	Appraisal Institute
Appraisal Principles	1993	39	Appraisal Institute
Appraisal Procedures	1993	39	Appraisal Institute

EXPERIENCE
Currently employed as a real estate appraiser with Brantley & Associates, Real Estate Appraisal Corporation (formerly Martin, Brantley & Associates, Inc.), Pensacola, FL, from 1997 to present.

Employed as a real estate appraiser with G. Pratt Martin & Associates, Inc. of Pensacola, Florida, from 1995 to 1997.

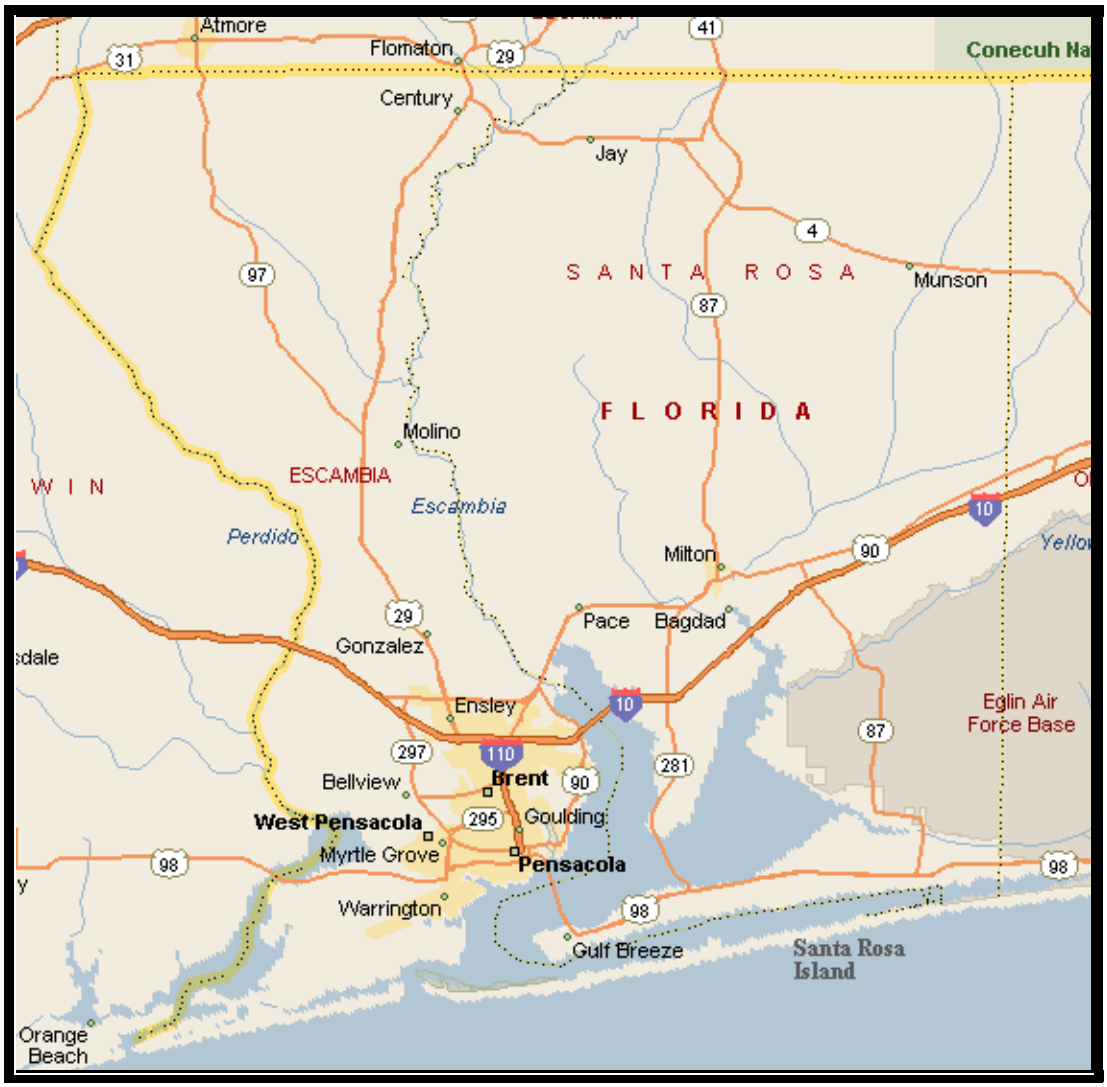
Employed as a real estate appraiser with Northwest Appraisal Service of Whidbey Island, Inc, in Oak Harbor, Washington from 1993 to 1995.

SCOPE OF CLIENTS (Brantley & Associates) includes: AmSouth Bank, Bank of America, Bank of Pensacola, Bank of the South, Beach Community Bank, Cendant Relocation Services, City of Pensacola, Compass Bank, Escambia County, First American Bank of Pensacola, First Gulf Bank, First National Bank of Florida, First Union Bank, Florida Department of Transportation, Hancock Bank, Market Street Mortgage Corporation, Nations Bank, Peoples First Community Bank, PHH Relocation Services, Regions Bank, SouthTrust Bank, SunTrust Bank, Wells Fargo, Warrington Bank, Whitney Bank, NW Florida Water Management, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.[1]

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.

[1] *NAS Pensacola, Commanding Officer*, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolf Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and $1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

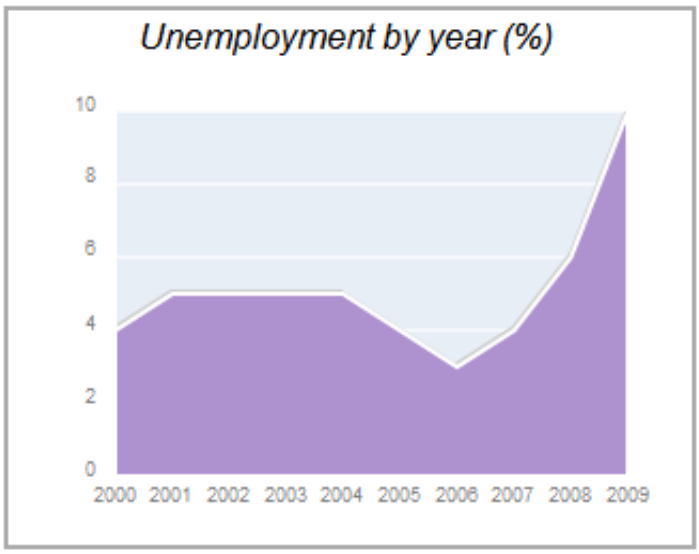
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

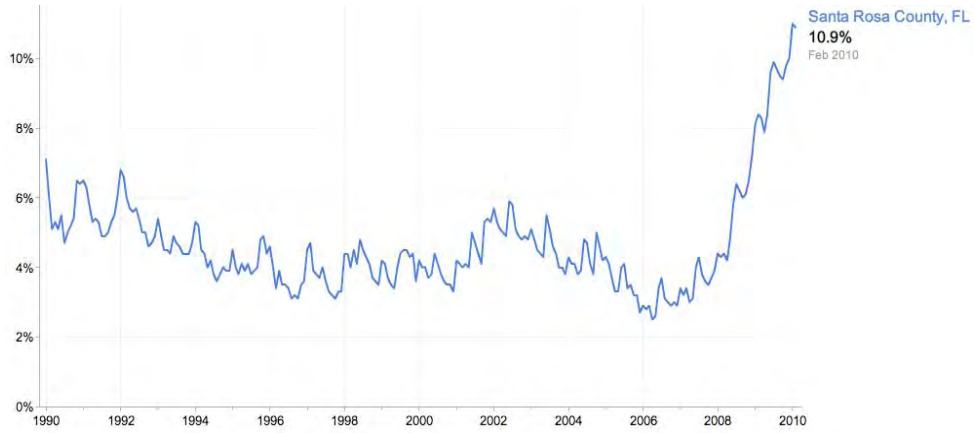
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

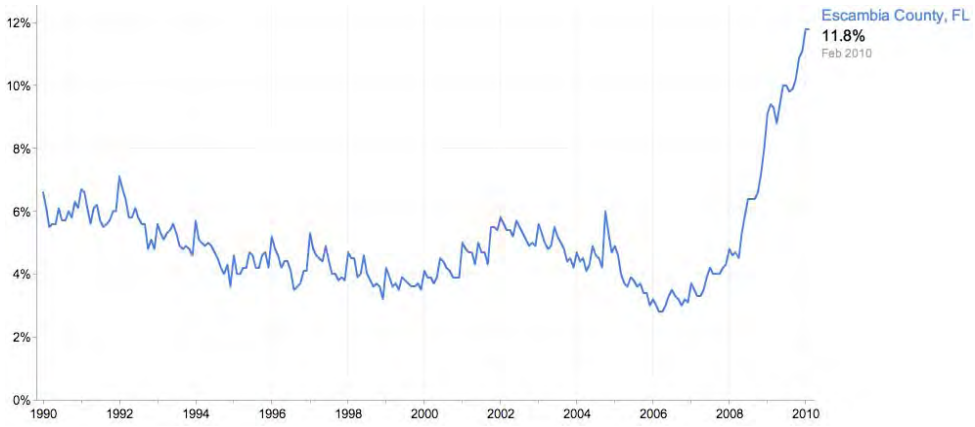
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.[1]

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

Population in the Pensacola MSA (2005-2009)

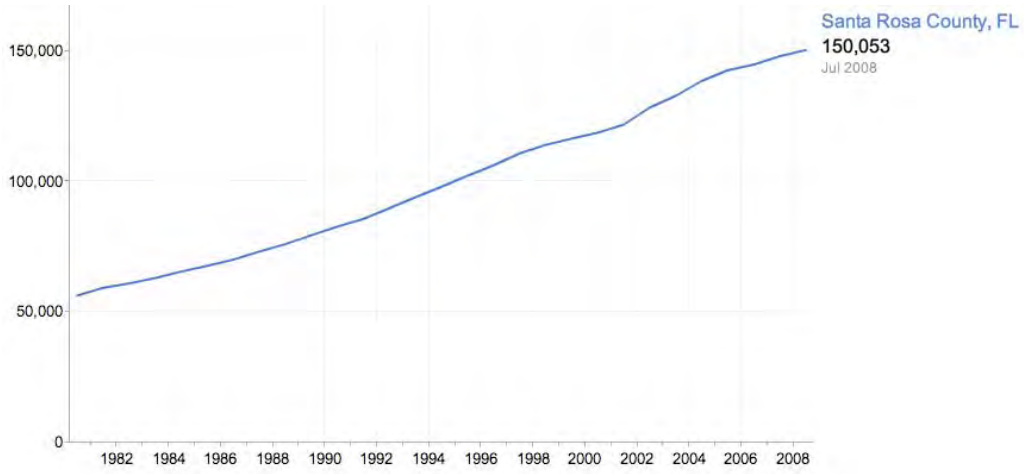
YEAR	ESCAMBIA	SANTA ROSA	PENSACOLA MSA
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

[1] *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development
[1] *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

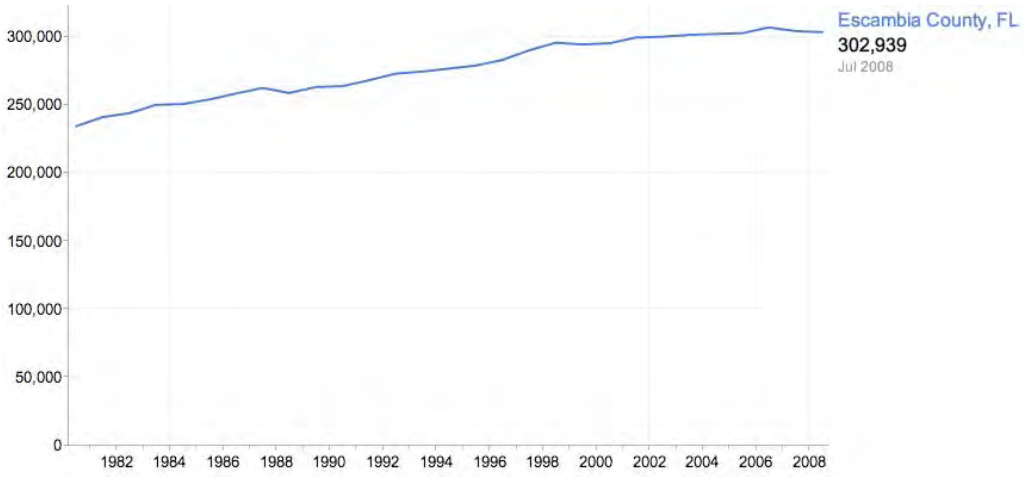
Population Increase Rates from 2005 – 2009:

	Escambia	Santa Rosa	Pensacola MSA
cent Change from **2005 to 2006**	-0.07%	1.49%	0.44%
cent Change from **2006 to 2007**	0.60%	1.36%	0.85%
cent Change from **2007 to 2008**	1.89%	2.62%	2.12%
cent Change from **2008 to 2009**	0.19%	0.93%	0.43%
cent Change from **2005 to 2009**	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

	Demographic Estimates	Santa Rosa	Escambia	US
Income	Per Capita Income	$24,691	$23,347	$27,466
	Median Family Income	$62,522	$53,845	$63,211
	Unemployed	10.9%	11.8%	10.2%
Education	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
Occupied housing Units	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	$188,200	$145,700	$192,400
Age	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlink, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at $0.075 on the dollar and Santa Rosa County is subject to $0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	$700 Million	$5.2 Million	$2.96 Billion	$12 - $14 Billion	$1.8 Billion	$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

OR 3208 PG 704

FILE NO. 92014924
DOC. 192.50
REC. 5+1
TOTAL 198.50

Warranty Deed

TAX ID # 35-6N-31-3202-000-001

Prepared by and return to:
Rhonda D. mann of
Stewart Title of Pensacola, Inc.
401 E. Chase St., Suite 104
Pensacola, Florida 32501.
Pursuant to the issuance of
a Title Insurance Policy.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That
MAGDALENE M. BOATWRIGHT, now known as Magdalene M. Carden, a married woman

Address: Rt. One Box 274, Flomaton, Alabama 36441, Grantor*
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto
WAYNE R. NEHRKE, an unremarried man

Address: 8540 Killam Road, Century, Florida 32535, Grantee*
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of ESCAMBIA, State of Florida, to wit:

D.S. PD. $ 192.50
DATE 12-31-92
JOE A. FLOWERS, COMPTROLLER D.C
BY: [signature]
CERT/REG. #59-2013228-27-01

A parcel of property in the Northwest Quarter of the Southwest Quarter of Section 35, Township 6 North, Range 31 West, Escambia County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of Section 35, Township 6 North, Range 31 West; thence South along the West line of said Section 35 for 56.38 feet to the point of beginning; thence continue South along the West line of Section 35 for 360.00 feet; thence East 485.00 feet; thence North 360.00 feet; thence West 485.00 feet to the point of beginning, containing 4.0 acres more or less and being a part of the property described in that certain deed recorded in Official Record Book 447 at page 948 in the public records of Escambia County, Florida.

MINERAL RESERVATION: There is excepted from this conveyance and reserved unto the party of the first part, Magdalene M. Boatwright, her heirs, personal representatives and assigns, one-quarter of all oil, gas and other minerals lying in, on or under the above described property, with the right of free ingress and egress for exploration and production purposes.

RECITAL: Grantor states herein that the above described property is not her constitutional homestead and she resides at Route 1, Box 274, Flomaton, AL 36441

Subject to taxes for current year and to valid easements and restrictions affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular member shall include the plural, and the plural the singular; the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on December 30, 1992

Signed, sealed and delivered
in the presence of:

Ariel J. Robinson Witness

Rhonda D. Mann Witness

MAGDALENE M. CARDEN (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Florida
COUNTY OF Escambia

Before me the subscriber personally appeared Magdalene M. Boatwright now known as Magdalene M. Carden
known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth, who produced Drivers License as identification and who ✓ did ____ did not take an oath.

Given under my hand and seal on December 30 19 92.

CLERK FILE NO.

Notary Public Rhonda D. Nall

(SEAL)

My Commission Expires:

Serial #: AA731439

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC.11,1993
BONDED THRU GENERAL INS. UND.

Back

Source: Escambia County Property Appraiser Restore Full Page Version

General Information	
Reference:	356N313202000001
Account:	122102525
Owners:	NEHRKE WAYNE R
Mail:	8540 KILLAM RD CENTURY, FL 32535
Situs:	8540 KILLAM RD 32535
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

2010 Certified Roll Assessment	
Improvements:	$36,989
Land:	$16,245
Total:	$53,234
Save Our Homes:	$39,230

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1992	3296	704	$27,500	WD	View Instr
12/1988	2634	403	$100	QC	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2010 Certified Roll Exemptions

DISABILITY,HOMESTEAD EXEMPTION

Legal Description

BEG AT NW COR OF SW1/4 OF SEC S ALG W LI OF SEC 56 38/100 FT TO POB CONT S ALG W LI OF SEC 360 FT E 485 FT...

Extra Features

None

Parcel Information Restore Map Get Map Image Launch Interactive Map

Section Map Id:
35-6N-31

Approx. Acreage:
3.7400

Zoned:
VAG-1

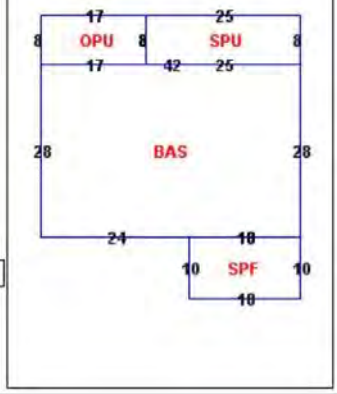


Buildings

Building 1 - Address:8540 KILLAM RD, Year Built: 1969, Effective Year: 1969

Structural Elements

FOUNDATION-*SLAB ON GRADE*
EXTERIOR WALL-*CONCRETE BLOCK*
NO. PLUMBING FIXTURES-*3.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*COMPOSITION SHG*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*TERRAZZO*
NO. STORIES-*1.00*
DECOR/MILLWORK-*AVERAGE*
HEAT/AIR-*CENTRAL H/AC*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 1692 Total SF

BASE AREA - *1176*
OPEN PORCH UNF - *136*
SCRN PORCH FIN - *180*
SCRN PORCH UNF - *200*

Images

None

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.

Escambia County Tax Collector

Tax Record

Last Update: 1/7/2011 3:14:03 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
12-2102-525	REAL ESTATE	2010

Mailing Address
NEHRKE WAYNE R
8540 KILLAM RD
CENTURY FL 32535

Property Address
8540 KILLAM RD

GEO Number
356N31-3202-000-001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
D1 500
HX 25000

Millage Code
06

Escrow Code
119

Legal Description (click for full description)
356N31-3202-000-001 8540 KILLAM RD BEG AT NW COR OF SW1/4 OF SEC S ALG W LI OF SEC 56 38/100 FT TO POB CONT S ALG W LI OF SEC 360 FT E 485 FT N 360 FT W 485 FT TO POB OR 3296 P 704 LESS MINERAL RIGHTS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	39,230	25,500	$13,730	$95.77
PUBLIC SCHOOLS					
By Local Board	2.2290	39,230	25,500	$13,730	$30.60
By State Law	5.6310	39,230	25,500	$13,730	$77.31
SHERIFF	0.6850	39,230	25,500	$13,730	$9.41
WATER MANAGEMENT	0.0450	39,230	25,500	$13,730	$0.62

Total Millage	15.5655	Total Taxes	$213.71

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	$75.00

Total Assessments	$75.00
Taxes & Assessments	$288.71

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/25/2010	PAYMENT	9728678.0001	2010	$277.16

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

KILLAM ROAD PAVING AND DRAINAGE PROJECT / PROPOSED R/W ACQUISITION @ 8540 KILLAM ROAD
OWNERS: WILLIAM H. AND DONALD J. NEHRKE



NEHRKE PROPERTY @ 8540 KILLAM ROAD

PORTION OF NEHRKE PROPERTY (APPROXIMATELY 0.33 ACRES) REQUESTED FOR R/W

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 09/5/14 DISTRICT 5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6805 **County Administrator's Report 10. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BACKGROUND:

The Public Works Department has purchase orders that may exceed $50,000 over the course of a fiscal year.

The issuance of these purchase orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

POs in Excess of $50K

B.C.C. Meeting 09/25/2014
PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

	Contractor	Amount	Contract #	Vendor #
1.	Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	$300,000	n/a	11211
2.	CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	$300,000	n/a	030050
3.	Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	$1,000,000	PD 12-13.049	070606
4.	Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	$500,000	PD 11-12.035	023818
5.	General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund"		PD 10-11.065	
	a. Panhandle Grading and Paving, Inc.	$4,000,000		160114
	b. Roads, Inc. of NWF	$4,000,000		182328
	c. APAC	$1,000,000		13641
	d. Utility Services, Inc.	$1,000,000		211593
	e. Gulf Atlantic	$1,000,000		843895
	f. Heaton Brothers	$1,000,000		081314
6.	Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	$1,000,000	PD 13-14.084	072898
7.	Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	$500,000	PD 13-14.085	072898

B.C.C. Meeting 09/25/2014
PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

Contractor	Amount	Contract #	Vendor #

8. Award Purchase Orders in excess of $50K to the following vendors for Bridge Renovations:
Fund 175, Cost Center 211201/211602/211101
Funds 182-199, Cost Centers 210719-210736
Fund 352, Cost Center 210107
Fund 112 "Disaster Recovery Fund"

a. Material Vendors:

American Concrete Supply	11899
Ferguson Enterprises, Inc.	60880
Martin Marietta Materials	131502
USA Ready Mix dba Block USA	23799
Bell Steel Co., Inc.	22699
Southeastern Pipe and Precast, Inc.	193791
Oldcastle Precast, Inc.	150129
Midway Lumber	New Vendor
A-1 Lumber	New Vendor
Gulf Coast Traffic Engineers	072898
Coast Line Striping	033766

b. Continuing Professional Services - Bridge Work; Construction Contractors:

DKE Marine	040206
Davis Marine	040386
Gulf Coast Construction	New Vendor
Infrastructure Speciality Services	New Vendor

c. Continuing Professional Services - Bridge Work, Engineers:

Thompson Engineering, Inc.	201604
DRMP, Inc.	042846
Jerry W. McGuire & Associates	131968
Hatch Mott MacDonald FL	081206
Volkert, Inc.	220584
American Consulting Engineers	012081
Sigma Consulting Group	192991

d. Bridge Program Technical Consulting

Hatch Mott McDonald, LLC	081206

B.C.C. Meeting 09/25/2014
PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

	Contractor	Amount	Contract #	Vendor #
9.	Real Estate Services	$100,000	n/a	
	Accu Title Agency			New
	Advance Title and Escrow			New
	Attorney's Title Insurance Fund Inc			014616
	Attorney's Title Funds Service LLC			041613
	Chicago Title Insurance Co			032916
	Citizens Title Group			New
	Destination Title Services			040923
	Emeral Coast Title			New
	Escarosa Land Research			050874
	Esquire Title Research			051913
	First American Title Insurance Co			TO024443
	Gulf Coast Title Agency			072785
	Jubilee Title & Escrow			New
	Old Town Title of Pensacola			150166
	Partnership Title Co			160307
	Reliable Land Title Corp			181837
	Resort and Luxury Title Company			182017
	Southern Gauranty Title Co			196304
	Surety Land Title of Florida			New
	Ticor Title Insurance			New
	Title Solutions			New
	Westcor Land Title Insurance Co			
	Property Appraisals	$100,000	n/a	
	Brantley and Associates			410028
	Asmar Appraisal Company			014139
	G. Daniel Green and Associates+B136			025977
	Presley/McKinney & Associates			164987
	Amy Denise Richardson			New
10.	Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$775,000	PD 13-14.006	183238
11.	Alfred Watson Construction Bus Shelters Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$250,000	n/a	011322

B.C.C. Meeting 09/25/2014
PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Contractor	Amount	Contract #	Vendor #
Engineering (includes Traffic and Transportation Operations Division)			
12. Traffic Calming Devices Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107			
13. Cutler Repaving, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$750,000	n/a	035849
14. First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	$500,000	n/a	
15. Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	$750,000	PD 12-13.048	070606
16. Alternative Power Systems Bus Shelters Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$250,000	n/a	011624
17. J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	$500,000	n/a	133404 163396 032335 072184

B.C.C. Meeting 09/25/2014

PUBLIC WORKS DEPARTMENT

PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Contractor	Amount	Contract #	Vendor #
Road Department & Fleet Maintenance/Fuel Distribution			
18. Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	$150,000		Vendor No. 133305
19. Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	$150,000		Vendor No. 060880
20. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	$200,000		Vendor No. 011899
21. Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	$150,000		Vendor No. 220810
22. A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	$110,000	760-000-10-1 State Contract	Vendor No. 010105
23. Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	$100,000		Vendor No. 015006
24. Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	$100,000		Vendor No. 022300
25 Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	$100,000		Vendor No. 202301
26 Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	$100,000		Vendor No. 201639
27 Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

B.C.C. Meeting 09/25/2014

PUBLIC WORKS DEPARTMENT

PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2014-2015

Road Department & Fleet Maintenance/Fuel Distribution

Contractor	Amount	Contract #	Vendor #
27. Cougar Oil, Inc., DBA Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	$6,500,000	PD 13-14.083	Vendor No. 034871
28. R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	$100,000	PD 13-14.083	Vendor No. 011470
29. Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	$150,000		Vendor No. 160114
31. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	$200,000		Vendor No. 11899
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	$100,000		Vendor No. 013789
33. Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	$150,000		Vendor No. 159854

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6739 **County Administrator's Report 10. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000
From: David Wheeler
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $80,500	$80,500	PD 12-13.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $100,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $7,400	$107,400	PD 13-14.058
C.	Allied Waste Services of North America Vendor Number: 010420 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance)	$147,800	PD 12-13.041

	Amount: $135,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $12,800		
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $655,000	$655,000	PD 10-11.049
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: $55,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: $3,200	$58,200	PD 13-14.058

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial & Library Fund (113), Cost Center 110502, Library/Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6797 **County Administrator's Report 10. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Emergency Purchase Orders in Excess of $50,000
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Emergency Purchase Order in Excess of $50,000 - David Musselwhite, Information Technology Department Director

That the Board accept for information and ratify the issuance of the following Purchase Order in excess of $50,000, issued under the Declaration of a Local State of Emergency for Escambia County, effective April 29, 2014, through May 27, 2014, to replace critical fingerprinting equipment lost in the explosion of the Central Booking and Detention facility.

P.O Number	Vendor	Amount	Description
141180	Safran USA, Inc.	$51,515	Mugshot LiveScan

[Funding: Fund 501, Buildings, Cost Center 140836, Risk Management]

BACKGROUND:

As a result of the explosion of the Central Booking & Detention facility, the livescan fingerprinting equipment in use in booking and rapid intake was lost. Under the local state of emergency, purchase order 141180 was issued to purchase replacement equipment that has now been installed and is operational. This purchase order was not included in previous ratifications and the Clerk's office has requested the Board ratify this purchase in order to process payment.

BUDGETARY IMPACT:

[Funding: Fund 501 Buildings, Cost Center 140836 Risk Management]

LEGAL CONSIDERATIONS/SIGN-OFF:

The declaration of emergency was filed by the County Attorney's Office on April 29, 2014 and extended through May 27, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46, Article II Purchases and Cointracts, Section 93 Emergency Purchases.

IMPLEMENTATION/COORDINATION:

The Information Technology Department is responsible for the installation of this equipment.

Attachments

Safran USA - 141180

PURCHASE ORDER NO. 141180

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
190533
SAFRAN USA INC
DBA MORPHOTRAK LLC
330405 8TH AVENUE SOUTH SUITE 200
FEDERAL WAY WA 98003

SHIP TO
INFORMATION RESOURCES/DATA PRO
ESC. COUNTY COURTHOUSE, 1ST FL
221 PALAFOX PLACE, RM 0402, IT
PENSACOLA FL 32502
ATTN: DAVID MUSSELWHITE

ORDER DATE: 05/07/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001346	REQ. DATE: 05/05/14
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.: PLEASE HAVE MRS. SIMMONS	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PLEASE HAVE THIS DELIVERED TO: ESCAMBIA COUNTY MAIN JAIL ATTN: DAVID MUSSELWHITE 2935 NORTH "L" STREET PENSACOLA, FL 32501		
			Emergecy Purchase/Emergency Declaration..5.5.14		
01	1.00	LOT	TENPRINT/PALMPRINT, MUGSHOT LIVESCAN STATION 4000 RUGGEDIZED REFERENCE # MTFL-L050114-03A. STATE OF FLORIDA CONTRACT LIVE CAPTURE ELECTRONIC FINGERPRINTING EQUIPMENT 680-370-07-1	28180.0000	28,180.00
02	1.00	LOT	TENPRINT/PALMPRINT, MUGSHOT-LIVESCAN STATION 4000 DESKTOP. REFERENCE NO. MTFL-L050114-03. STATE OF FLORIDA STATE CONTRACT LIVE CAPTURE ELECTRONIC FINGERPRINTING EQUIPEMNT 680-370-07-1.	23335.0000	23,335.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140836	54601	28,180.00	
02	140836	54601	23,335.00	

PAGE TOTAL $	51,515.00
TOTAL $	51,515.00

APPROVED BY

TAX ID #: 691388901-0
FED ID 59-3000 998

Original Purchase Orde

47

51,515.00

14001846

14001346

SAFRAN

In the MorphoTrak 2012 Customer Satisfaction survey, 98% of our customers rated themselves "Satisfied" or "Very Satisfied".

May 5, 2014

Mr. David Musselwhite
Director, IT
Escambia County
Escambia County, FL
Tel: (850) 554-3081
Email:damussel@co.escambia.fl.us

Reference No. MTFL-L050114-03A

This proposal replaces the previous proposal dated May 1, 2014

MorphoTrak is pleased to provide Escambia County Corrections with the following proposal for a MorphoTrak LiveScan Station LSS 4000 with the Florida Department of Law Enforcement (FDLE) AFIS profiles and workflows.

MorphoTrak's fully integrated LiveScan solution provides Escambia County Corrections all of the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Mug Photo Capture available (option)
- Full compliance with FDLE AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All livescan configurations include on-site installation, training, and 2 year on-site warranty



Desktop



Cabinet with Magnetic Cu

14001346

MorphoTrak's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources in the field near the customer to provide on-site customer support.

Our warranty is 2 Years on-site for both parts and labor. Should Escambia County Corrections report a problem, MorphoTrak will dispatch a MorphoTrak Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Escambia County Corrections staff members are not burdened with the added task of "parts replacement".

Solution Description and Pricing

MorphoTrak proposes the equipment and services described in Tables 1 - 2.

Tenprint/Palmprint, MugShot LiveScan Station 4000 Ruggedized **Table 1. Solution Pricing**

Description	Unit Price
MorphoTrak LiveScan Station 4000 Ruggedized (LSS-R) Tenprint/Palmprint, including: • MorphoTrak LiveScan Station Application Software including Print Module • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner • Computer, 17" Touch screen monitor, keyboard • Ruggedized Cabinet with foot pedal for hands-free advancement • Mugshot Capture module • Standard FDLE applicant and criminal workflows and profiles • UPS • On-site Installation • **Warranty:** 2 Year On-site *Advantage* warranty, 9X5, Next-day on-site support and parts replacement • Freight	$28,180
Annual Maintenance (*after initial 2 Year On-site Warranty*) On-site *Advantage*, 9X5, Next-day on-site support and parts replacement	$3,060

Tenprint/Palmprint, Mugshot - LiveScan Station 4000 Desktop **Table 2. Solution Pricing**

Description	Unit Price
MorphoTrak LiveScan 4000 Desktop (LSS 4000D) Tenprint/Palmprint, including: • MorphoTrak LiveScan Station Application Software including Print Module • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner • Computer, 17" Touch screen monitor, keyboard • Foot pedal for hands-free advancement • Mugshot Capture module • Standard FDLE applicant and criminal workflows and profiles • UPS • On-site Installation • **Warranty:** 2 Year On-site *Advantage* warranty, 9X5, Next-day on-site support and parts replacement • Freight	$23,335
Annual Maintenance (*after initial 2 Year On-site Warranty*) On-site *Advantage*, 9X5, Next-day on-site support and parts replacement	$2,990

State of Florida State Contract Live Capture Electronic Fingerprinting Equipment 680-370-07-1

14001346

Customer Responsibilities

Escambia County Corrections is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the Central AFIS at FDLE.

Assumptions

In developing this proposal, MorphoTrak has made the following assumptions regarding the LiveScan Station:

- FDLE and/or Escambia County Corrections will provide the necessary LAN and WAN service as well as backend connectivity equipment; however, MorphoTrak will provide compatible NICs for local connectivity.
- Price includes support for the core functionality of the existing FDLE functionality and workflow. MorphoTrak's proposal does not take into consideration any unique features that may have been implemented (e.g., local RMS/CCH interfaces, mugshot interfaces, third-party interfaces); please contact the Sales Department to obtain a quote for non-standard FDLE functionality.
- On-site Installation Services will be scheduled after network connectivity to FDLE has been established and verified.

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Escambia County Corrections database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice. Product purchase will be governed by the MorphoTrak Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will makes its best effort to provide a suitable replacement.

Proposal Expiration: **August 15, 2014**

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to: Jayne Goodall, MorphoTrak, LLC, 1250 North Tustin Avenue, Anaheim, California 92807; Tel (714) 575-2956; Fax (714) 238-2049; Email: jayne.goodall@morpho.com.

We look forward to working with you.

Sincerely,

Barry Fisher
Senior Sales Director
MorphoTrak, LLC

14001346

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 2 years from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5 (customer local time)	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support—On-site 9X5 (customer local time)	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
1 Hour Telephone Response	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

140013446

By signing this signature block below, Escambia County Corrections agrees to the terms and pricing stated in this proposal for the equipment as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, LLC, to ship and provide this equipment:

Signature Authorization for Order:

Signature Claudia Simmons

Name CLAUDIA SIMMONS

Date 5-7-14

"Notwithstanding anything above, the parties understand and agree that the County cannot by contract agree to violate the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 218.70, Florida Statutes relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."

Total Purchase Price (including any options): _____

Check if Billing Address is same as Shipping Address: ✓

Please provide Billing Address:

Escambia County BOCC / Information Technology Dept.
Attn: David Musselwhite
221 Palafox Place Suite 210
Pensacola, FL. 32501

Please provide Shipping Address (if different from Billing Address):

Escambia County Main Jail
2935 North "L" Street
Pensacola, FL. 32501
Attn: David Musselwhite

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

14001346

MorphoTrak Short Form Sales Agreement

1. Scope. MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a place of business at _____ and _____, ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which MorphoTrak, LLC will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("MorphoTrak Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-MorphoTrak Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-MorphoTrak Software.

4. Express Limited Warranty and Warranty Disclaimer. MorphoTrak Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party, take necessary and appropriate precautions to protect the information, and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-MorphoTrak Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no conditions or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

MORPHOTRAK, LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

140013346

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means MorphoTrak, LLC, ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyrights and Confidential Information (as defined in the Primary Agreement) embedded in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, MorphoTrak will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MorphoTrak in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed on one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MorphoTrak of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MorphoTrak at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

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SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. MorphoTrak does not warrant that Licensee's use of

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6.2 MorphoTrak's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MorphoTrak cannot correct the defect within a reasonable time, then at MorphoTrak's option, MorphoTrak will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and MorphoTrak disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MorphoTrak knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MorphoTrak disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without MorphoTrak's prior written consent. MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that MorphoTrak made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MorphoTrak for which monetary damages would be inadequate. If Licensee breaches this Agreement, MorphoTrak may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MorphoTrak and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

PURCHASE ORDER NO. 141180-1

CHANGE DATE: 05/30/14

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
190533
SAFRAN USA INC
DBA MORPHOTRAK LLC
330405 8TH AVENUE SOUTH SUITE 200
FEDERAL WAY WA 98003

SHIP TO
INFORMATION RESOURCES/DATA PRO
ESC. COUNTY COURTHOUSE, 1ST FL
221 PALAFOX PLACE, RM 0402, IT
PENSACOLA FL 32502
ATTN: DAVID MUSSELWHITE

ORDER DATE: 05/07/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001346	REQ. DATE: 05/05/14
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Change Order #1 is an administrative change order - no monetary change		
01	.00	LOT	TENPRINT/PALMPRINT, MUGSHOT LIVESCAN STATION 4000 RUGGEDIZED REFERENCE # MTFL-L050114-03A. STATE OF FLORIDA CONTRACT LIVE CAPTURE ELECTRONIC FINGERPRINTING EQUIPMENT 680-370-07-1	.0000	.00
02	.00	LOT	TENPRINT/PALMPRINT, MUGSHOT-LIVESCAN STATION 4000 DESKTOP. REFERENCE NO. MTFL-L050114-03. STATE OF FLORIDA STATE CONTRACT LIVE CAPTURE ELECTRONIC FINGERPRINTING EQUIPEMNT 680-370-07-1.	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140836	54601	-28,180.00	
01	140836	56401	28,180.00	
02	140836	54601	-23,335.00	
02	140836	56401	23,335.00	

PAGE TOTAL $	.00
TOTAL $	.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

JP

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 190533 ☐ Vendor Name: Safran USA
Project Number: _____ P.O. No. 141180 C.O. No. 1
Department: IT P.D. No.: _____ Date: 05/29/14

Notes for Modifying the Scope of Award:

Change Object Code 54601 to Object Code 56401

To Modify existing Purchase Order:

Adding Dollars to Line Item No. _____ Quantity Adjustment _____ Amount: _____
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Adding Dollars to Line Item No. _____ Quantity Adjustment _____ Amount: _____
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:
Date of BCC action: ATTACH RESUME _____

Previous Purchase Order Total Dollars: _____
Net Dollars added or subtract: _____
New Purchase Order Total Dollars: _____

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

RECEIVED
14 MAY 30 AM 8:00
ESCAMBIA COUNTY
PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+/- change	Dollar Amount
140836	54601		-$28,180.00	-$28,180.00
140836	56401		+$28,180.00	+$28,180.00
140836	54601		-$23,335.00	-$23,335.00
140836	56401		+23,335.00	+23,335.00

☐ Check if applicable: 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.

Request Prepared By: _____

Contract Administrator's Certification & Approval _____ Date 5/30/14

Office of Purchasing Review: Agent _____ Date _____ Division Manager _____ Date _____

County Administrator's Approval _____ Date 6/2/14

F0020 (Revised 1-29-08)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6791 **County Administrator's Report 10. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Issue Fiscal Year 2014 - 2015 Purchase Orders in Excess of $50,000
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000 - David Musselwhite, Information Technology Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

	Vendors	Contract Numbers	Amounts
A.	Blue Arbor Temporary Labor Services Vendor Number: 023818 Fund: 001 Cost Center: 270109	PD 11-12.035 Board Approved 02/18/14	$100,000
B.	AT & T County Metro Ethernet Network/Managed Network VPN Service Vendor Number: 022687 Fund: 001 Cost Center: 270103	BCC Approved 06/01/06 & 03/26/07	$200,000
C.	E-Tech IBM Software Support and Maintenance Vendor Number: 042883 Fund: 001 Cost Center: 270111	250-000-09-1	$90,000
D.	PC Specialists Inc DBA Technology Integration Group (TIG) Maintenance Renewal Vendor Number: 150525 Funds: 001 Cost Centers: 270103	250-000-09-1	$175,000

E.	Environmental Systems Research Institute Geographical Information Systems Software Support and Maintenance Vendor Number: 051291 Fund: 001 Cost Center: 270109		$60,000
F.	Kronos Incorporated Hardware, Maintenance and Software Support Vendor Number: 111135 Fund: 001 Cost Center: 270109	1153966 RO2 Dec. 13	$65,000
G.	Cox Communications Internet Services, PRI Services, Metro-E Vendor Number: 034901 Fund:001 Cost Center: 270103		$75,000
H.	SmartCop, Inc DBA (CTS America) Jail Management System Vendor Number: 193560 Funds: 001 Cost Center: 270109		$59,000

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Centers 270103, 270109, 270111 Information Technology.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6763 **County Administrator's Report 10. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Increase Fiscal Year 2013/2014 Purchase Orders for Solid Waste Management Department
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Approval of a Change Order for Panhandle Grading and Paving, Inc., Maintenance at the Perdido Landfill - Patrick T. Johnson, Solid Waste Management Department Director

That the Board amend its action taken on August 21, 2014, authorizing a Change Order to Panhandle Grading and Paving, Inc., for maintenance at the Perdido Landfill, to correct the Department Division from Engineering/Environmental Quality to Operations, the Cost Center from 230304 to 230314, and the Object Code from 53101 to 54601, due to a scrivener's error.

BACKGROUND:

A scrivener's error was made on Agenda Item CAR II - 22, at the 8/21/2014 BCC meeting. This is to amend the recommendation to correct the Department Division, Cost Center and Object Code.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance Chapter 46 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Escambia County Solid Waste Management and the Purchasing Department will make the necessary corrections to the Change Order.

Attachments

Board Mins 08_21_2014

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order (Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101):

Department:	Solid Waste Management
Division:	Engineering/Environmental Quality
Type:	Addition
Amount:	$35,160
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Engineering Services for Maintenance at Perdido Landfill
Contract:	---
Purchase Order Number:	140740
Change Order (CO) Number:	1
Original Award Amount:	$45,000
Cumulative Amount of Change Orders through this CO:	$35,160
New Contract Total:	$80,160

Approved 5-0

23. Recommendation: That the Board take the following action concerning an Application for Certificate of Need and notification of name change for Wise Recycling I, LLC, formerly operating as Wise Recycling, LLC (Fund 401, Solid Waste, Account No. 343402):

A. Approve the Application for Certificate of Need permitting Wise Recycling I, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6807 **County Administrator's Report 10. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: License Agreement for Access to International Paper Property for Periodic Water Quality Monitoring
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License Agreement for Access to International Paper Company Property for Periodic Water Quality Monitoring - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action regarding the License Agreement by and between International Paper Company and Escambia County, Florida:

A. Approve the Agreement between International Paper Company and Escambia County, Florida, granting the County permission to enter and use the surface of certain property situated in Cantonment, Florida, and described in Exhibit A, for the purpose of Elevenmile Creek access for periodic surface water quality monitoring, in accordance with Florida Department of Environmental Protection, Permit No. 0078433-003-SF, for the sum of $10.00, and other good and valuable consideration, as specified in the License Agreement, with an effective date of September 25, 2014; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste, Cost Center 230304, Object Code 54901]

BACKGROUND:

The recommended License Agreement will grant Escambia County, Florida access to Elevenmile Creek for the purpose of periodic surface water quality monitoring, in accordance with FDEP Permit No. 0078433-003-SF.

BUDGETARY IMPACT:

International Paper Company has assessed a fee of Ten Dollars ($10.00). Funding for this project is available in Fund 401, Solid Waste, Cost Center 230304, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen G. West has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Brent Schneider, Solid Waste Management Engineering and Environmental Quality Manager, will oversee the implementation of the Agreement.

Attachments

IP Agreement_09_12_2014

INTERNATIONAL PAPER

INTERNATIONAL PAPER COMPANY, ("Licensor"), for Ten Dollars ($10.00) and other good and valuable consideration hereinafter specified, does hereby grant" unto **Escambia County,** a political subdivision of the State of Florida, ("Licensee") a license to use the surface of certain property situated in Cantonment, Florida described in the attached **Exhibit A**, and made a part hereof for all purposes (the "Premises"), with an Effective Date of September 25, 2014.

The terms and conditions of this License are as follows:

1. This License runs from the Effective Date through September 25, 2015 and shall automatically renew for successive one (1) year terms, subject to the provisions of Section 10.

2. Licensor hereby grants Licensee permission to enter upon and use the Premises for the sole purposes of the following and any other use of the Premises requires the prior written consent of Licensor:

Elevenmile Creek access for periodic surface water quality monitoring in accordance with FDEP Permit No. 0078433-003-SF.

3. No fixtures, facilities, utilities, electric lines, structures or buildings, wells, ditches or other excavations shall be placed upon the Premises without the prior written approval from Licensor. Any such facilities constructed by Licensee shall be maintained by and be the sole responsibility of Licensee.

4. Licensee shall, without cost to Licensor, keep and maintain at all times, the Premises in good condition, and shall not mutilate, damage, misuse, alter or permit waste thereon. Upon the termination of this License, Licensee shall peaceably deliver to Licensor the full possession of the Premises and remove all materials, equipment and improvements placed thereon by Licensee, if any, and with regard to the portion of the Premises used by Licensee, substantially restore to the condition that existed at the commencement of this License.

5. Licensee for itself, employees, contractors and invitees, assumes the risk of any latent or patent vices or defects that are or may be on the Premises or the improvements thereon and agrees that Licensor shall not be liable for any loss or damage on account of any such vices or defects.

6. Licensee agrees to pay for any damage which may arise to property of Licensor or any third party on or near the Premises resulting from Licensee's operations or presence on the Premises.

7. Licensee recognizes that Licensor owns or controls land adjacent to and abutting the Premises for use in connection with a paper mill. Licensor reserves the right to continue its use of the Premises without interruption.

8. To ensure compliance with the terms hereof, Licensor shall have the right to inspect the Premises as used by Licensee and to review Licensee's operations at any reasonable time.

9. In exercising ingress and egress, Licensee shall use only those routes approved in advance by Licensor, and shall at all times cooperate with and accommodate Licensor's use of any roads. Licensee shall promptly repair any damage caused to any roads or passages by Licensee's operations and use.

10. Licensor may terminate this License without cause upon providing Licensee thirty (30) days written notice.

11. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee agrees to be responsible for its negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes.

No provision of this License shall be construed, or in any way is intended to be construed, as a waiver of Licensee's sovereign immunity. Licensee is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes. Licensee shall require all of its contractors that access the premises pursuant to this License to procure and maintain the insurance coverages described in the attached **Exhibit B**.

12. Licensee shall comply, at Licensee's expense, specifically with all applicable laws, regulations, rules and orders with respect to the use of the Premises by Licensee, including, without limitation and if applicable, those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal and water and air quality. Should any discharge, improper storage, leakage, spillage, emission, contamination or pollution of any type occur upon or from the Premises due to or associated with Licensee's use and occupancy thereof, Licensee, at Licensee's expense, shall immediately clean all property affected thereby to the satisfaction of Licensor and any governmental body or agency having jurisdiction thereover. Licensee's obligations to clean such property shall survive the termination of this License and Licensee's vacancy from the Premises. Licensee hereby waives any statute of limitations which might bar Licensor from recovery against Licensee for damages Licensor suffers, including clean-up costs, for any such pollution, emission, improper storage, contamination, leakage, discharge or spillage, on the Premises resulting from Licensee's operations and use thereof.

13. Licensee shall immediately notify Licensor if it discovers any defect in, contamination or other problem with the Premises and cease any activities that might exacerbate the problem or put person or property at risk of injury or damage. Should Licensee discover any endangered or threatened species on the Premises, Licensee shall immediately notify Licensor and cease all activities in the area.

14. Licensee shall not have the right to assign or sublet the Premises or any part thereof without Licensor's written permission.

15. All notices to be given under this License shall be in writing and given by certified mail, overnight delivery or hand delivery to the following address:

Licensor:	Licensee:
Phone: 850-968-4200 International Paper Company 375 Muscogee Road Cantonment, FL 32533 ATTN: EHS Manager Phone: 850-968-4200 Fax: 850-968-3063	Brent Schneider, P. E. Engineering & Environmental Quality Manager Escambia County Solid Waste Management Department 13009 Beulah Road - Cantonment, FL 32533 Phone: 850-937-2179 (office) 850-554-4080 (cell)

16. The failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All prior negotiations, oral or written documentation relating to this License and representations have been merged herein. This written License is the only expression of the parties' understanding and agreement.

17. This License shall be construed in accordance with the laws of the state in which the Premises are located.

18. In the event any suit or other proceeding is instituted by either party to enforce or interpret any part of this License, each party shall bear its own attorneys fees, court costs and litigation expenses therein, as well as in any appeal from same.

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be duly executed on the date so indicated below.

Licensee:
Escambia County, Florida

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date: September _____, 2014

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Assist. Asst. County Atty.
Date: August 27, 2014

Licensor:
International Paper Company

By: _____
Bretton DeJong
Pensacola Mill Manager

Witness: Brenda C. Johnson

Date: September 9, 2014

Witness: Jamie Lee Cooper Holmes

EXHIBIT A:

An access easement from International Paper Company for the purpose of collecting surface water samples being the East 550.00 feet of the West 1500.00 feet of the South 700.00 feet of the following described property (parcel 10-1S-31-3000-000-000) as Recorded in Official Records Book 2066 Page 460 of Escambia County, Florida.

The Southwest ¼ of Section 10, Township 1 South, Range 31 West, all lying and being in Escambia County, Florida.

LESS AND EXCEPT: The portion of the above described property located within the Jamestown Road right-of-way as recorded in Official Records Book 261 Page 567 of Escambia County, Florida;

LESS AND EXCEPT: Commencing at the Southwest corner of Section 10, Township 1 South, Range 31 West, Escambia County, Florida thence run easterly along the south line of said section 10 a distance of 33.00 feet to the east right-of-way line of Jamesville Road (33' R/W) for the POINT OF BEGINNING; thence run northerly along said east right-of-way line a distance of 1320.00 feet; thence deflect right 90 degrees 00 minutes 00 seconds, run easterly 330.00 feet; thence deflect right 90 degrees 00 minutes 00 seconds, run southerly 1320.00 feet to the south line of said Section 10; thence run westerly along the south line of said Section 10, 330.00 feet to the point of beginning. All lying and being in said Section 10, Township 1 South, Range 31 West, Escambia County, Florida and containing 10.00 acres more or less.



An access easement from International Paper Company for the purpose of collecting surface water samples being the South 300.00 feet of the following described property (parcel 16-1S-31-1101-000-001) as Recorded in Official Records Book 5209 Page 1416 of Escambia County, Florida.

Begin at the Northeast corner of Section 16, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed South 03 degrees 32 minutes 00 seconds West along the East line of said Section 16 a distance of 2643.61 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence proceed Westerly along the South line of said Northeast Quarter a distance of 70.00 feet; thence departing said South line, proceed North 03 degrees 32 minutes 00 seconds East a distance of 2000.00 feet; thence proceed South 86 degrees 28 minutes 00 seconds East a distance of 20.00 feet; thence proceed North 03 degrees 32 minutes 00 seconds East a distance of 643.61 feet, more or less to the North line of said Section 16; thence proceed Easterly along said North line a distance of 50.00 feet to the Point of Beginning. Lying in and being a portion of Section 16, Township 1 South, Range 31 West, Escambia County, Florida, and containing 3.95 acres, more or less.



EXHIBIT B:

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by International Paper. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. International Paper do 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 International Paper as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the. International Paper, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage - Occurrence Form Required

Commercial General Liability insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident/$100,000 each employee/$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of insurance which reflect International Paper as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide International Paper at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to International Paper as least 15 days prior to coverage renewals. If requested by International Paper, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by International Paper, 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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6836 **County Administrator's Report 10. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Program Participation Agreement with Pathways for Change, Inc.
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Program Participation Agreement with Pathways for Change, Inc. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation, and Escambia County, Florida, a political subdivision of the State of Florida (County):

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program, to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute, for Fiscal Year 2014/2015, up to $140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full-time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

[Funding Source: Fund 001, General, Cost Center 110201, Object Code 58208]

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as “PFC”.

BUDGETARY IMPACT:

Funding Source: General Fund 001, Cost Center 110201, Object Code58208

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney’s Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Fianace Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PFC 14/15 Agreement

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of September, 2014, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. Escambia County's Contribution. The County agrees to contribute up to $140,000.00 to the Program (the "County Contribution") for fiscal year 2014/2015. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator

7. Transition Manager
8. After Care Specialist/ Director of Alumni

(b) Mentor Incentives and Miscellaneous Expenses. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2014/2015). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of $5,000.00 for each percentage point below the 50% Program success rate.

3. Audit. PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. Annual Report. PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. Term and Termination. The term of this Agreement shall commence on October 1, 2014, and shall terminate on September 30, 2015. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

7. Entire Agreement. This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the Prior Agreements. No statements, promises or

inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. Funding Contingency. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. Indemnification. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections
Attention: Constance Bookman	Attention: Gordon Pike, Bureau Chief
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. Compliance with Federal Civil Rights Obligations. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

a. Federal Civil Rights Laws: Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002

(42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

b. Americans with Disabilities Act: Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. *See* Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at http://www.lep.gov.

d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ , and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.

f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

g. Findings of Discrimination: 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 PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

IN WITNESS WHEREOF, the parties have executed this Assignment and Amendment to Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/10/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHLDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

By: _____
Ted Gorder, President

ATTEST: _____
Corporate Secretary

(Corporate Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6837 **County Administrator's Report 10. 43.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of $50,000 for Fiscal Year 2014-2015 for Various Divisions of the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the various Divisions of the Corrections Department.

BACKGROUND:

Issuance of these Purchase Orders is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose funtions include Law Enforcement related activities. These allocations are included in the Fiscal Year 2014-2015 Budget.

BUDGETARY IMPACT:

Funding: Fund 175, Care and Custody, Cost Center 290202;Fund 175, Care and Custody, Cost Center 290205; Fund 001, Detention, Cost Center 290401; Fund 001, Detention, Cost Center 290406; Fund 001, Detention, Cost Center 290402; Fund 114, Community Corrections, Cost Center 290301; Fund 114, Work Release, Cost Center 290305; Fund 114, PreTrial Diversion, Cost Center 290306; Fund 001, PreTrial Release, Cost Center 290407.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2014-2015 PO's Over 50k

Escambia County Road Prison Division:

Vendor	Amount	Cost Center/ Object Code	Contract #
Merchants Food	$100,000.00	290202/55201	PD 13-14.056
Sysco Food	$60,000.00	290202/55201	PD 13-14.056
Kimbles Food By Design	$150,000.00	290205/55201	PD 13-14.044

Escambia County Corrections (Jail) Division:

Vendor	Amount	Cost Center/ Object Code	Contract #
Trinity Services	$1,000,000.00	290401/53401	Agreement BCC Approved 07/25/2013
Azar's Uniforms	$75,000.00	290401/55201	PD 13-14.048
Charles Neely Corp DBA PR Chemical	$75,000.00	290401/55201	PD 13-14.046
Bob Barker Co.	$70,000.00	290406/55201	PD 13-14.046
Bobbie Graves Co.	$60,000.00	290406/55201	PD13-14.046
Chris W. Jones (Dentist)	$78,000.00	290402/53101	Agreement BCC Approved 09/05/2013
George A. Smith (Physician)	$84,000.00	290402/53101	Agreement BCC Approved 09/16/2013
Kurt D. Jones (OBGYN)	$72,000.00	290402/53101	Agreement BCC Approved 09/16/2013
Lawrence E. Mobley	$184,000.00	290402/53101	Agreement BCC Approved 09/05/2013
Sacred Heart Hospital-Lab Testing	$83,000.00	290402/53101	Exempt
Sacred Heart Hospital-In Patient	$300,000.00	290402/53101	Exempt
Escambia County EMS	$60,000.00	290402/53101	Exempt
Henry Schein (Medical Supplies)	$80,000.00	290402/55201	State Contract: 475-000-11-1
Diamond Drug	$775,000.00	290402/55201	Exempt

Escambia County Community Corrections Division:

Vendor	Amount	Cost Center/ Object Code	Contract #
3M Electronic Monitoring Inc.	$150,000.00	290301/53401	State Contract: S7000C02122
Securitas Security Services USA	$100,000.00	290305/53401	PD 10-11.043
Drug Free Workplaces Inc.	$75,000.00	290301/53101 290306/53101 290307/53101	PD 11-12.002
Trinity Services Group, Inc.	$100,000.00	290305/53401	Agreement BCC Approved 07/25/2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6845 **County Administrator's Report 10. 44.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Addendum To Contract - Commissary Services for the Road Prison PD 13-14.044
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Addendum to Contract - Commissary Services for the Road Prison, PD 13-14.044 - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the Chairman to sign the Addendum to Service Agreement between Kimble's Commissary Services and Escambia County, to provide commissary services for the Road Prison Division, Proposal #PD 13-14.044, based on the Board's action on Thursday, June 26, 2014.

[Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201]

BACKGROUND:

On June 26, 2014, the Board approved the Agreement for Commissary Services and awarded a Revenue Contract, PD 13-14.044, for Escambia County Road Prison Commissary Services between Escambia County and Kimble's Food by Design, Inc.

BUDGETARY IMPACT:

Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Kimble's Addendum

Addendum to Service Agreement Between Kimble's Commissary Services and Escambia County, Florida to Provide Commissary Services to the Escambia County Road Prison

This Addendum to the Service Agreement between Kimble's Commissary Services and Escambia County, FL is an addendum to the Service Agreement to provide commissary services to the Escambia County Road Prison dated the 26th day of June, 2014. The Service Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. At this time, fees charged to the depositor of funds associated with deposits made to an inmate's trust fund account via the Kimble's Lobby Kiosk and the www.jailatm.com website will not be automatically ACH'd out of the County's account.
2. As a result, the County agrees to remit payment of fees for cash deposits to Kimble's Commissary Services via check on a bi-weekly basis.
3. The County reserves the right to utilize automatic ACH services for fee remittance at any time during the contract period.

CUSTOMER:	PROVIDER:
Escambia County, Florida	Kimble's Commissary Service
By: _____	By: _____
Name: Lumon J. May	Name: Kimble Carter
Title: Chairman	Title: President
Date: _____	Date: 9/4/2014
ATTEST: PAM CHILDERS Clerk Of The Circuit Court BY _____ DEPUTY CLERK	Attest: Deborah Carter
Approved as to form and legal sufficiency. By/Title: _____ Date: 9/9/14	Title: Corporate Secretary

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6825 **County Administrator's Report 10. 45.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Payment in Lieu of Taxes Agreement (PILOT) with Sacred Heart
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign, the Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Heath System, Inc., in the amount of $800,000, which will allow Sacred Heart to make voluntary payments in lieu of taxes to Escambia County.

BACKGROUND:

This agreement will allow Sacred Heart to make voluntary payments to Escambia County for a negotiated amount that approximates the amount of taxes that would have been due in 2014 if certain of their properties were taxed at 6.452 mills.

BUDGETARY IMPACT:

A supplemental budget amendment will be submitted at the first Board meeting in October to recognize and appropriate these funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PILOT

AGREEMENT FOR PAYMENT IN LIEU OF TAXES BY AND AMONG ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND SACRED HEART HEALTH SYSTEM, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated _____, 2014, by and among the Escambia County Board of County Commissioners, having its principal office located at _____ (the "County") and Sacred Heart Health System, Inc., a Florida charitable not-for-profit corporation having its principal office located at 5151 N. Ninth Avenue, Pensacola, Florida 32504, ("SHHS").

WHEREAS, SHHS is the fee simple owner, equitable owner of certain real property and tangible personal property located in Escambia County, Florida, as more fully described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, SHHS is a corporation established pursuant to the Florida Not-For-Profit Corporation Law and qualifies as a charitable tax exempt entity under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, pursuant to Florida Statutes, a County may exempt the real and tangible property of a charitable tax exempt company from ad valorem taxes and tangible personal property taxes, to the extent of all or a part of the property is used to exempt purposes; and

WHEREAS, the real property and tangible personal property listed in Exhibit "A" has been determined to be exempt from ad valorem and tangible personal property taxes by the Escambia County Property Appraiser; and

WHEREAS, the County and its citizens would benefit from payments by SHHS to compensate the County for a portion of its share of the County's cost to perform governmental services and functions which benefit SHHS; and

WHEREAS, County may utilize the funds paid by SHHS for any general governmental purpose that could be funded using ad valorem taxes, including but not limited to improving and expanding access to community-based health care and related services for the residents of Escambia County; and

WHEREAS, SHHS will benefit from fair, stable, predictable payments in lieu of taxes through the term of this Agreement; and

WHEREAS, the County and SHHS acknowledge as their mutual understanding and as part of the consideration for this Agreement that an obligation exists on the part of citizens and business generally in the County to support local government services;

NOW, THEREFORE, in consideration of those Recitals and for other good and sufficient consideration, receipt of which is acknowledged, the County and SHHS agree:

1. Parties to Agreement: The parties to this agreement are the County and SHHS. No other person or entity is intended to be a party to this agreement, or to receive rights or privileges under this agreement.

2. Term of Agreement: This agreement shall have a term of one (1) year commencing on October 1, 2014, unless terminated earlier under Paragraph 9.

3. Payment in Lieu of Taxes to the County: SHHS shall make the following payments to the County, at the dates and in the amounts set out below.

   In consideration for current exempted taxes, SHHS shall pay to the County the sum of eight hundred thousand dollars and no cents ($800,000.00). The payment under this paragraph shall be unrestricted and without condition, and shall be and remain the property of the County without regard to subsequent events.

4. Calculation of Payments in Lieu of Taxes: The payments by SHHS under this agreement shall be calculated in accordance with this Paragraph.

   4.1 The most current Assessed Value of the Property shall be determined as the total value of real property, improvements to real property, personal property and fixtures as shown in Attachment "A".

   4.2 The payment obligation of SHHS in any year shall be calculated in each year as: the product of the Annual Exempt Value multiplied by a total mills rate of 0.006452.

   4.3 This payment in full shall be made by October 31, 2014.

5. County Responsibilities: The payments made by SHHS to County shall be used for the furtherance of any general governmental purpose that may be funded with ad valorem tax revenues, including but not limited to funding programs to improve the health care status of all residents of Escambia County, expand health care services and improve access to health care services.

6. Deadline for Adoption by the County: The County shall adopt this agreement on September 30, 2014 or SHHS, at its option, may withdraw from this agreement.

7. Deadline for Adoption by SHHS: SHHS shall adopt this agreement on or before September 22, 2014 or the County, at its option, may withdraw from this agreement.

8. Breach by SHHS; Remedies: If SHHS breaches this agreement, including failure to timely make payment required under this agreement, then the County shall be entitled to seek equitable relief, including an injunction, damages, and such other relief as may be available under Florida law, including without limitation, termination of this agreement for cause.

9. Other Terms and Conditions:

9.1 This Agreement may be terminated by either party at any time, without cause and without penalty, upon no less than sixty (60) days prior written notice to the other party.

9.2 This Agreement may be terminated upon mutual agreement of the parties in writing.

9.3 This Agreement and the relationship of the County and SHHS shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising under this Agreement shall be adjudicated in the Circuit Court for Escambia County, State of Florida, at Pensacola, Florida.

9.4 No assignment of this Agreement by any party shall be made or be effective without the prior written consent of the other.

9.5 This Agreement represents the complete agreement of the parties. This Agreement supersedes all contracts, arrangements, discussions, commitments and offers of any kind or nature, oral or written, made by the parties at any time prior to the date of this Agreement.

9.6 The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any provision of this Agreement.

9.7 This Agreement may not be modified, altered or amended, and no rights under this Agreement may be waived, except by a written amendment signed by the then current parties.

9.8 Any specific right or remedy set forth in this Agreement, legal or equitable, shall not be exclusive but shall be cumulative to all other rights and remedies allowable by this Agreement or by law.

9.9 SHHS agrees that no restricted state or federal funds shall be used to satisfy the payments in lieu of taxes required pursuant to this Agreement.

9.10 The failure by any party to exercise any of its rights under this Agreement in the event of a breach of this Agreement shall not be deemed a waiver of those rights nor a waiver of any subsequent breach.

9.11 Nothing in this Agreement shall be deemed as a waiver by SHHS of its exemption from payment of County ad valorem and tangible personal property taxes, nor a determination by the County that SHHS is eligible or ineligible for exemption from payment of said taxes by virtue of its charitable tax exempt status. SHHS may continue to apply for and receive annual tax exemptions from the Escambia County Property Appraiser. Nothing in this Agreement shall affect the determination of the Property Appraiser with regard to the tax exempt status of SHHS property.

DATED this _____ day of _____, 2014.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/8/14

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

~~Lumon May, Chairman~~

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: _____

SACRED HEART HEALTH SYSTEM, INC.

By: Susan Cornyn

Its: CFO

Date: 9/9/14

Attachment A

Account	Site Address	Assessed Value
33526000	5151 N 9TH AVE	$ 90,543,152
33529360	1545 & 1601 AIRPORT BLVD	$ 8,392,951
33529100	5655 N 9TH AVE	$ 4,718,000
33529810	1549 AIRPORT BLVD #1	$ 2,674,203
33526002	5147 N 9TH AVE	$ 2,355,404
33529820	1549 AIRPORT BLVD	$ 1,981,826
33561505	5150 BAYOU BLVD	$ 1,545,217
33529600	5225 CARMEL HEIGHTS DR	$ 1,536,670
33526001	5149 N 9TH AVE	$ 1,449,283
44291000	4406 & 4412 N DAVIS HWY	$ 805,899
40867620	6665 PENSACOLA BLVD	$ 805,287
33529350	5425 N 9TH AVE	$ 769,119
90002352	400 MILESTONE BLVD	$ 765,770
90252100	9840 BEULAH RD	$ 764,850
33550083	5045 CARPENTER CREEK DR	$ 764,153
33524649	5154 BAYOU BLVD	$ 611,993
54149100	4929 MOBILE HWY	$ 569,703
33524650	5154 Bayou Blvd	$ 557,980
33524700	5100 BAYOU BLVD BLK	$ 513,660
103383080	13160 GULF BEACH HWY	$ 510,435
103383091	13137 & 13139 SORRENTO RD	$ 487,191
33561532	5190 BAYOU BLVD	$ 197,180
33561530	5190 BAYOU BLVD	$ 183,288
33561815	5120 BAYOU BLVD 1	$ 182,938
33561528	5190 BAYOU BLVD 3	$ 151,434
33561850	5120 BAYOU BLVD 5	$ 77,687
40867505	6600 N W ST BLK	$ 70,942
		$ 123,986,215
Millage Rate		0.006452
Payment in Lieu of Taxes		$ 800,000.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6842 **County Administrator's Report 10. 46.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Workers' Compensation Insurance Renewal
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning the Workers' Compensation Insurance renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2014, through September 30, 2015, in the amount of $1,144,006, with a decrease of $20,907 from last year; and

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for the Escambia County Jail, effective October 1, 2014, through September 30, 2015, in the amount of $486,288, which is an increase from last year's premium of $389,739.

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

BACKGROUND:

Florida Municipal Insurance Trust requires the County to carry two separate workers' compensation insurance policies. With the previous acquisition of the jail, this has prompted a continuation of a deductible insured plan. This is a true deductible plan of $25,000 per occurrence.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

WC Renewal



Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2014-2015

Escambia County Board of County Commissioners

FMIT 0869

Coverage		Deductible	Limit	Premium
Workers' Compensation		$25,000	Total Payroll	
Experience Modification	1.12	10/1/14	$60,094,697	$1,144,006
StopLoss Amount:		$786,654		
TOTAL NET PREMIUM				$1,144,006

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2014-2015

Escambia County Board of County Commissioners Jail

FMIT 1449

Coverage		Deductible	Limit	Premium
Workers' Compensation		$25,000	Total Payroll	
Experience Modification	1.00	10/1/14	$17,066,466	$486,288
StopLoss Amount:		$278,033		
TOTAL NET PREMIUM				$486,288

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6843 **County Administrator's Report 10. 47.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance (PD 10-11.064)
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of Contract #PD 10-11.064, to Whitman & Whitman, Inc., to provide Property Insurance, not to exceed the amount of $1,190,657.08, for the period of October 1, 2014, through September 30, 2015. This is a decrease of $97,810.36 from last year's premium.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

The Boiler & Machinery, Commercial Crime and Accidental Death and Dismemberment coverage renew separately. The loss limit is $45,000,000 with no other significant changes in coverage. The Couny's insurance broker received proposals for three different levels of insurance, one with $45 million in property coverage and $25 million in flood coverage, which is the current level of coverage, one with $45 million in property and $45 million in flood and one with $70 million in property and $45 million in flood. Utilizing advice from the County's broker, staff is recommending the current level of coverage. In addition about $45 million has been removed from the County's total insured value with the removal of the Cobb building and the Central Booking & Detention Facility from the list of insured properties.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the Contractor Administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars ($50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

Property Insurance Renewal Options

Options for Property Insurance Renewal

	Limit	Flood Limit	Premium
Option 1	$45,000,000.00	$25,000,000.00	$1,190,657.08
Option 2	$45,000,000.00	$45,000,000.00	$1,331,319.08
Option 3	$70,000,000.00	$45,000,000.00	$1,470,796.44

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6844 **County Administrator's Report 10. 48.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: General Liability, Public Officials Liability, and Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice for the Jail
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning General Liability, Public Officials Liability, Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice Insurance for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to Whitman & Whitman, Inc., for the General Liability, Public Officials Liability, and Professional Liability Insurance, through Brit Global Specialty USA, effective October 1, 2014, through September 30, 2015 in the amount of $306,584.45, with a $100,000 deductible;

B. Approve the payment to Whitman & Whitman, Inc., for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Willis, effective October 1, 2014, through September 30, 2015, in the amount of $37,164.24, with a deductible of $110,000; and

C. Approve the payment to Whitman & Whitman, Inc., for the Medical Malpractice Insurance through Evanston Insurance Company, effective October 1, 2014, through September 30, 2015, in the amount of $58,148, with a $7,500 deductible.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Since the transfer of the jail to the Board of County Commissioners, it is necessary for the Board to purchase the above mentioned insurance policies.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

Jail Insurance Renewals

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations
Binder #: Policy # 0

BRIT — COMBINED GL/PROFESSIONAL - CRIMINAL JUSTICE SERVICE OPERATIONS — QUOTE

14-Sep-2014 *Quotes valid for 30 days* Renewal Of New

Broker: All Risks, Ltd. (Georgia) Attention Jonathan Hodges

Insured: Board of County Commissioners Escambia County (Jail Operations)

Mailing Add 221 Palafox Place City Pensacola State FL Zip 32502

Facility Add See Schedule

Operations See Schedule Policy From 1-Oct-2014 To 1-Oct-2015

Policy Aggregate Limit $ 10,000,000

Criminal Justice Liability Limits by Coverage Part:

Coverage A – BI/PD Limit	$ 5,000,000	$ 1,000,000	Each Occurrence Sub-limit
Products / Completed Operations Aggregate	$ 5,000,000	$ 10,000,000	Aggregate Sub-limit
Damage to Premises Rented to You Sub-limit	$ 100,000	$ 100,000	Deductible
Coverage B – Personal & Advertising Injury Limit	$ 5,000,000	[ ] Occurrence	[X] Claims Made
Coverage C – Medical Expense Limit – Any One Person	$ 1,000	Retro Date 10/1/13	
Professional Liability Limits	$ 5,000,000		

Sexual Misconduct Endorsement

Deductible: $ 100,000 Including Loss Adjustment Expense (LAE) Defense Costs Are In Addition To Policy Limits

Per occurrence if coverage is on an occurrence basis

Per claim if coverage is on a claims made basis

OPTIONAL COVERAGE PARTS:

Limited Health Care Services Endorsement

Claims Made Retro Date N/A

Not Covered Each Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible - Per Claim

**** EXCLUDES Punitive Damages

Employment Related Practices Liability Cov. Part

Claims Made Retro Date N/A

Not Covered Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible Per Claim

**** EXCLUDES Punitive Damages

Defense Costs Are Inside The Policy Limits

Employee Benefits Liability Coverage Part

Claims Made Retro Date N/A

Not Covered Occurrence Sub-limit

Not Covered Aggregate Sub-limit

Not Covered Deductible Per Claim

Stop Gap – Employers Liability Coverage Part

Occurrence

Not Covered BI By Accident – Each Accident

Not Covered BI By Disease – Aggregate Limit

Not Covered BI Disease – Each Employee

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

SPECIAL TERMS AND CONDITIONS/EXCLUSIONS:

Includes: Civil Rights Violations, Professional Liability Policy has no exclusion for Punitive Damages, Assault & Battery; Incidental Medical Malpractice for employed Nurses, Counselors or Psychologists on a Claims Made and Reported basis with a 10/1/2013 Retro

Excludes: AIDS/HIV, Asbestos, Lead, Nuclear Energy, Terrorism, Any type or form of Fungus, including clean-up and associated costs or expenses. A Designated Premise and/or Operations Endorsement will be on the policy.

Policy Premium	$	300,000	Minimum & Deposit
Optional Terrorism Premium	$	15,000	Optional
Inspection Fee	$	2,500	Fully Earned
Policy Fee	$	150	Fully Earned
Surplus Line Tax			Broker's Responsibility
FL Hurricane Fee		$3,934.45	Broker's Responsibility
Total Premium & Fee	$	306,584.45 including taxes and fees excluding TRIA	

Commission: 8%

Insurance Company: Brit Global Specialty USA on behalf of certain Underwriters at Lloyd's (Brit Syndicate 2987) BEST'S RATING: A Superior

- A signed BRIT GLOBAL SPECIALTY application within 10 days of binding.
- Signed Terrorism Rejection form must accompany request to bind.
- A 25% Minimum Earned Premium Endorsement.
- A Service of Suit Endorsement
- Subject to favorable inspection.
- Excludes pending and prior litigation; Excludes known incidents that may give rise to a claim (Recent Explosion/Fire)
-
-
-

Brit Global Specialty USA Underwriter:
Michael L. Davis, CIC

NOTICE: This document is a(n): **QUOTE**

If this document is a Quote: Acceptance by the Insured's Representative (Broker) on behalf of the Insured confirms that the broker has fully explained the terms, conditions and form to the Insured. The terms and conditions of this quote may not be as broad as first requested by the Broker and the explanations herein are incomplete and are intended to be only an outline of the terms and conditions of the policy. There are NO FLAT CANCELLATIONS after binding. All risks are subject to inspection. Broker must notify us of any premium financing. Quotes are valid for 30 days. If Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the Insured.

If this document is a Binder: This binder is a temporary contract of insurance pending issuance of a policy. It is subject to all of the terms and conditions of the policy intended to replace this contract. Upon issuance of the replacing policy, this binder shall be null and void from inception.

If this document is an Indication: This is an indication only. Coverage may not be bound until approved by a Brit Global Specialty USA Underwriter.

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Escambia County Sheriff's Office
Date of Quote: 09/10/2014
Insurance Carrier: United HealthCare-OptumHealth
Inmate Count: **1454** Inmates

Hunt Insurance Group LLC / Willis
3606 Maclay Boulevard S, Ste 204
Tallahassee, FL 32312
(850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **$20,000** ADM for days 1-3 and **$12,000** ADM for each day thereafter.

COVERAGE & PREMIUM BASIS:	Option 1	Option 2	Option 3
Limit of Coverage per Inmate:	**$250,000**	**$250,000**	**$250,000**
Specific Deductible per Inmate:	**$90,000**	**$100,000**	**$110,000**
Current Inmate Population:	**1454**	**1454**	**1454**
Rate per Inmate, per Month:	**$2.90**	**$2.48**	**$2.13**
Total Estimated Annual Premium:	**$50,599.20**	**$43,271.04**	**$37,164.24**

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid until 9.30.2014

GRESHAM & ASSOCIATES
INSURANCE BROKERS
The Independent Source For Wholesale Insurance

Date: September 11, 2014

To: Sarah Ellin
Hunt Insurance Group

From: Jaclyn DePasquale, underwriter
Phone: 407-541-5000
Email: jdepasquale@greshaminc.com

Re: Insured: Escambia County Board of County Commissioners
Submission: 1090666

We are pleased to offer the following **quotation**. Please review this quotation carefully, as the terms and conditions offered may be different than requested. A specimen copy of the policy is available at your request. *You must contact us to bind this quotation.*

Coverage:	Miscellaneous Medical Professional Liability	
Carrier:	Evanston Insurance Company - Non-Admitted	
Commission:	11%	
Policy Period:	10/1/2014 TO 10/1/2015	
Term:	12 Months	
Premium:		$58,148.00 Minimum & Deposit -100%
Fees:	Policy Fee	$35.00 Fully Earned at Binding
Taxes:		
Total:		**$58,183.00**

Subject to:
Signed Binder Request at Binding
Signed Terrorism Form at Binding
Fully Completed & Signed application due at Binding
Favorable Inspection

See Attached for Forms, Terms, And Conditions.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6850 **County Administrator's Report 10. 49.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000
From: Darlene Howell, Library Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of $50,000, for the West Florida Public Library System – Darlene Howell, Library Administrator

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Library System, as follows:

Vendor	Amount	Contract Number
A. Baker & Taylor Vendor Number: 020512 Library Books Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601	$58,000	715-001-07-1
B. Brodart Co. Vendor Number: 025970 Library Books and Supplies Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601 and 55101	$171,000	715-001-07-1
C. Midwest Tape Vendor Number: 133307 Library Books Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 56601	$87,500	715-001-07-1
D. Blue Arbor Vendor Number: 023818 Temporary Employment Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	$350,000	PD 11-12035

E. Securitas Vendor Number: 191895 Security Guards Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	$67,000	PD 10-11.043

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the budget under Library Fund (113), Cost Center 110501, Library Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6813 **County Administrator's Report 10. 50.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Big Read Grant Agreement
From: Darlene Howell, Library Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Big Read Grant Agreement - Darlene Howell, Library Administrator

That the Board take the following action concerning the Big Read Grant Agreement:

A. Approve the Big Read Grant Agreement, in the amount of $15,000, between the West Florida Public Library Board of Governance and Arts Midwest on behalf of the National Endowment for the Arts, for the Big Read Program, which is designed to revitalize the role of literature in American culture and to encourage citizens to read for pleasure and enlightenment; and

B. Authorize the acceptance and disbursement of funds per Board policy.

[Funding: Fund 113, Library Fund, will be increased by $15,000]

BACKGROUND:

The West Florida Public Library System was awarded a grant of $15,000 to host The Big Read in Escambia County. The Big Read is a program of the National Endowment for the Arts, designed to revitalize the role of reading in American culture by exposing citizens to great works of literature and encouraging them to read for pleasure. The Big Read is managed by Arts Midwest. West Florida Public Library (WFPL) is one of 77 nonprofit organizations to receive a grant to host a Big Read project between September 2014 and June 2015. The Big Read in Escambia County will focus on The Things They Carried, Tim O'Brien's novel about the lasting impact of the Vietnam War. Mr. O'Brien will come to the area in person to kick off the Big Read activities in October 2014.

As the West Florida Public Library has applied for and been awarded the "Big Read" Grant from the National Endowment for the Arts and Arts Midwest for reading and literature programs in Escambia County, approximately $15,000 will be used for a speaker fee for Tim O'Brien, author of the book, The Things They Carried, as part of the total grant related project.

On November 21, 2013, the Escambia County Board of County Commissioners approved a Memorandum of Understanding with the West Florida Public Library Board of Governance designating the County as the fiscal agent for the West Florida Public Library System with full authority to receive and disburse funds from Escambia County from state and federal grant

sources, from private donations and foundations and from any other sources.

BUDGETARY IMPACT:

An increase of $15,000 to Fund 113, Library Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

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

Big Read Grant Agreement

MOU of Understanding with the West Florida Public Library Board of Governance

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DocuSign Envelope ID: 81AB6B0F-1C03-4A78-9453-C7302C82C5C7

2908 Hennepin Avenue, #200
Minneapolis, MN 55408-1954
612.341.0755
www.artsmidwest.org

Grant Agreement FY15 - 241814

This Agreement, dated April 15, 2014, by and between Arts Midwest on behalf of the National Endowment for the Arts and

County of Escambia
239 N. Spring Street,
Pensacola, FL 32502-4825

herein referred to as GRANTEE, outlines the following organizational and project terms that must be met in order to receive funding from Arts Midwest.

The program

The Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to revitalize the role of literature in American culture and to encourage citizens to read for pleasure and enlightenment.

The Big Read team at Arts Midwest will serve as your contacts for all questions regarding the program and this Grant Agreement. The team can be reached at 612.238.8010 or thebigread@artsmidwest.org.

Grant award stipulations

Grant award

Support for GRANTEE from Arts Midwest, on behalf of the National Endowment for the Arts, is $15,000.

This award must be used towards the expenses incurred as part of your Big Read programming. These expenses may include artist fees; book purchases; staff salaries and benefits; and other expenses. *Unallowable expenses include meals, fundraising, hospitality activities, concessions, gifts for participants, or costs incurred prior to receipt of an executed copy of this Grant Agreement or after July 31, 2015.*

These funds derive from the National Endowment for the Arts: CFDA (Catalog of Federal Domestic Assistance) #45.024 distributed through Arts Midwest. This grant must be indicated as federal funds with GRANTEE's records.

- The award must be matched on a 1 to 1 basis with nonfederal funds.
- In order to receive the full grant, GRANTEE's total expenses as shown on your final report budget must be at least $30,000 or greater.
- There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

GRANTEE is expected to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. If major changes in the programming or more than a 20% adjustment in total project costs are believed to be necessary, GRANTEE must send a written request, with justification, to Arts Midwest prior to the expenditure of grant funds. Approval is not guaranteed.

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Arts Midwest will disburse this grant in two installments by check to GRANTEE as follows:

- Initial payment of $12,000. will be sent to arrive on or about the date of the first event as indicated on GRANTEE's Event Listing (see Program event listing).
- Final payment of $3,000. will be sent four to six weeks following the receipt of a complete final report (see Reporting).

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE's status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts.

Funding default "force majeure"

This Agreement may be terminated by Arts Midwest in the event that funding from the National Endowment for the Arts is not forthcoming, or by reason of an Act of God, force majeure, or any unforeseen occurrence which renders the fulfillment of this agreement by either party impossible. Under such circumstances, neither party shall be liable to the other for payment of damages.

Program requirements

As a participant in The Big Read, GRANTEE agrees to conduct the following Big Read activities:

- Develop and produce a well-planned, well-attended, community-wide read with widespread involvement and participation. Your literary programming should feature innovative, diverse activities, and plans to connect to the chosen book or poet. The ideal Big Read lasts approximately one month and must occur between September 1, 2014 and June 30, 2015. A successful Big Read will be held in a variety of venues and, through effective partnerships, reach a broad audience. The number of activities planned should correlate with your community population. Activities should include:
  - a kick-off event to launch the program locally;
  - a minimum of 10 discussions on the book or poet in varied locations, including libraries, bookstores, and museums, that attract diverse audiences;
  - at least one keynote session on the selected book or poet (e.g., lecture by key biographer, panel discussion, or author reading); and
  - a minimum of two special events involving other forms of artistic programming (e.g., art exhibits related to the themes of the book or poet, music or dance events, film series including adaptations of the book, or theatrical readings).
- Partner with a library (if GRANTEE itself is not a library). Other collaborating organizations might include middle and/or high schools (working with teachers, curriculum specialists, or school librarians), bookstores, museums, arts organizations, local businesses, community service organizations, community centers, youth groups, senior centers, correctional institutions, community colleges, universities, social service organizations, and military installations.
- Generate media involvement through partnerships with local TV, radio, print, and electronic media, and through other public relations efforts.
- Use and distribute the digital educational and promotional materials.
- Host visiting representatives from The Big Read staff and/or sponsors. While not all organizations will be visited by The Big Read staff, we appreciate your willingness to share your activities.

In addition, GRANTEE is strongly encouraged to participate in online orientation activities.

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Crediting and publicity

The National Endowment for the Arts, Arts Midwest, and participating community organizations will work together cohesively to ensure maximum positive promotion of The Big Read. As a participant in The Big Read, GRANTEE must comply with crediting requirements, including the usage of the credit line and logo in all print and digital materials as well as proper display of The Big Read banners and promotional items.

GRANTEE will be required to include a sampling of printed materials and digital communications with your final report.

Failure to meet these credit requirements will jeopardize GRANTEE's future funding from Arts Midwest.

Standards Manual

Proper crediting of The Big Read is an essential part of your grant. All credit requirements are set forth in the Standards Manual, which is included and therefore made part of this Agreement. Please ensure proper crediting and visibility for the benefit of both GRANTEE and this national program.

Public relations and media embargo

GRANTEE's outreach efforts to local media, including print, television, and radio outlets, are very important to the success of The Big Read.

The National Endowment for the Arts will issue a national news release on May 13, 2014 announcing the selected grantees. This will be distributed to the national wire services (e.g., Associated Press), statewide newspapers, and trade publications (e.g., Publisher's Weekly).

The National Endowment for the Arts created a sample news release for use in publicizing GRANTEE's participation in The Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release can be downloaded from www.neabigread.org, in the Grantee Dashboard (see Website). You are encouraged to issue your own news release on or after May 13, 2014.

The Organizer's Guide contains a section on planning and executing your PR strategy. The NEA also created a PR toolkit, which is available online at www.neabigread.org in the Grantee Dashboard, Resources – Media and Public Relations tab. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

Website - www.neabigread.org

Arts Midwest has developed a website that provides context on The Big Read program and enhances the public's knowledge and understanding of the program, the books and poetry, the authors, and the participating community organizations. The website is promoted by Arts Midwest and the National Endowment for the Arts.

All documents needed to manage your award, including the Standards Manual and eGrant final report, are available in the Grantee Dashboard (www.neabigread.org/login) linked in the header of the website.

Educational materials

Note: The Big Read educational materials are not provided in print.

The Big Read educational materials are accessible on www.neabigread.org/books.

Educational materials are not for re-sale under any circumstances.

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Reader's Guides

Reader's Guides contain an introduction to the featured book or poet, historical context, background on the writer, information about related works, and discussion questions.

Text content from The Big Read Reader's Guides by The Big Read is licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. Note: For legal reasons photos used in the Reader's Guides are prohibited from duplication without permission.

Teacher's Guides

Teacher's Guides contain lesson plans on the featured book or poet, and other teacher resources for high schools or middle schools that can be used in the classroom and/or by the school library media specialist.

Text content from The Big Read Teacher's Guides by The Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Audio Guides

Audio Guides (available to stream from www.neabigread.org and via iTunes) are 20 to 30-minute programs about the book or poet featuring interviews with and readings by notable literary and public figures.

The Big Read Audio Guides are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. Note: For legal reasons, Audio Guides are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses.

Promotional materials

The following Big Read promotional materials are provided to GRANTEE.

Banners

To widely promote The Big Read, GRANTEE will receive three 2.5' x 6.5' The Big Read banners (two horizontal banners and one vertical banner) featuring the initiative logo for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities.

Bookmarks

GRANTEE will receive 8.5" x 1.125" bookmarks featuring The Big Read logo and the website address.

Optional promotional tools

In addition to these materials, we also provide The Big Read logo block and credit line for GRANTEE's use in creating your own promotional and marketing materials. The Big Read logo block and the credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Grantee Dashboard on the website.

Reporting

Program event listing

GRANTEE's event listing is essential to providing Arts Midwest, the National Endowment for the Arts, and the public with detailed information concerning your project's activities; to encourage participation at your activities; to promote The Big Read; and to report to the National Endowment for the Arts.

GRANTEE shall use the Grantee Dashboard to manage their events as part of this program. Using the Submit for Review tab in the Grantee Dashboard, GRANTEE is required to submit their events to Arts Midwest according to the following schedule:

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- **By July 11, 2014**, submit a preliminary event listing. Indicate which events are confirmed and which are tentative. Only events marked as confirmed and public are displayed on www.neabigread.org.
- **30 days prior to your first Big Read activity**, submit an updated event listing. Indicate which events are confirmed and which, if any, are tentative. Your initial payment will be generated after receipt of this event listing by Arts Midwest.
- **Within 30 days of the completion of your activities**, submit a final event listing with complete attendance figures as described in the final report (see Final report). Your final grant payment will be generated after receipt of this submission along with your final report.

If GRANTEE's programming beginning or ending dates change, GRANTEE must notify Arts Midwest immediately via telephone or email so grant payments will not be delayed.

Final report

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding The Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest **within 30 days following the conclusion of your programming**. Sample final report materials are available on The Big Read website in the Grantee Dashboard. Please review the final report requirements prior to beginning your Big Read activities so you can properly document them throughout the process.

The final report consists of the following:

- **eGrant component** (submit online via http://artsmidwestbigread.egrant.net)
  - Program summary data, partnerships data, final budget, and final narrative.
  - Three examples of crediting/promotional materials, three examples of media materials, up to 10 images (highly recommended, not required).
- **Grantee Dashboard component** (submit online via http://www.NEABigRead.org/login)
  - Final event listing: Enter attendance figures from all your Big Read events.

In the event that GRANTEE does not comply with this reporting requirement, GRANTEE may no longer be entitled to future support from Arts Midwest.

Compliances

Assurance of Compliance

GRANTEE shall comply with all provisions of the Assurance of Compliance Addendum, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Grantee Dashboard at www.neabigread.org.

DUNS and SAM.gov

The DUNS number we have on file for GRANTEE is 075079673. GRANTEE has an active registration at http://www.SAM.gov. This registration will need to be renewed annually or more frequently as required. In some cases, you may need to update your organization's information with Dun and Bradstreet before completing the renewal with SAM.gov.

Non-profit Status

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

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Admission

Admission to, as well as seating and participation in The Big Read programs shall be open to the general public and shall be without regard to race, color, natural origin, disability, religion, age, or gender as provided in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Educational Amendments of 1972.

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all paid program activities without cost to Arts Midwest or the National Endowment for the Arts for VIPs, site visits, or promotional use. Arts Midwest will work with GRANTEE to ensure that proper procedures for admission are followed at all venues.

Liability

GRANTEE agrees that Arts Midwest shall not be liable for any loss, damage, or expense of any kind arising from acts or omissions of GRANTEE, its agents and its employees, including but not limited to: compensation for injury, property damage, the payment of any taxes, or the payment of court and reasonable attorney fees.

Binding Effect

GRANTEE agrees to carry out this project in compliance with the terms listed in the Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement. Failure to comply with all terms of the Agreement and addenda may jeopardize future funding to GRANTEE by Arts Midwest. GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All disputed claims or controversies arising out of or related to this Agreement shall be settled in the state or federal courts located in Hennepin County, Minnesota. GRANTEE expressly waives all jurisdictional rights and questions of proper venue.

Instructions

1. Circulate copies of this Grant Agreement to appropriate members of your staff to review as necessary.
2. Please check the appropriate box under “A-133 Audit Report” below.
3. Sign the Grant Agreement by May 30, 2014. Once signed, the document will be countersigned by Arts Midwest and a PDF copy will be emailed to you.

A-133 Audit Report

Please check the appropriate box. Did GRANTEE expend $750,000 or more in federal awards during your most recent completed fiscal year?

- [X] NO
- [ ] YES

If yes, GRANTEE must provide a copy of the Single Audit Report (OMB Circular A-133); Finding Section (if applicable); and Corrective Action Plans Section (if applicable). Please submit a PDF copy or link to this report to thebigread@artsmidwest.org. No funds will be distributed until Arts Midwest receives this Audit.

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I have read and agree to comply to the terms and conditions within The Big Read Agreement and its attachments on behalf of GRANTEE.

County of Escambia

DocuSigned by:
Rebecca A. Temple, PhD
ABF9C399C6534BF...

Authorized Signature

Rebecca A. Temple, PhD

Name

Chairman, Board of Governance

Title

5/6/2014 | 4:38:28 PM PT

Date

Arts Midwest

DocuSigned by:
Susan T. Chandler
5D995A05EDF643D...

Authorized Signature

5/9/2014 | 12:49:39 PM PT

Date

A fully-executed copy will be returned to GRANTEE once countersigned by Arts Midwest.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND THE WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE DESIGNATING THE FISCAL AGENT FOR THE WEST FLORIDA PUBLIC LIBRARY SYSTEM

This Agreement is entered into on this 21st day of November, 2013, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the West Florida Public Library Board of Governance (hereinafter referred to as "BOG").

WITNESSETH:

WHEREAS, the BOG is the governing body of the West Florida Public Library System; and

WHEREAS, the BOG desires to designate the County as fiscal agent for the West Florida Public Library System; and

WHEREAS, the BOG and County agree it is in the best interest of the citizens of Escambia County to enter into this Agreement designating the County as fiscal agent for the West Florida Public Library System.

NOW THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the County and the BOG agree as follows:

1. The County is hereby designated the fiscal agent for the West Florida Public Library System with full authority to receive and disburse funds from Escambia County, from state and federal grant sources, from private donations and foundations and from any other sources.

2. The BOG shall follow the standard operating procedure for grant applications as defined by the County.

3. This Agreement shall commence upon the date last executed by the parties herein and remain in force from date of signature unless terminated. This Agreement may be terminated with or without cause by either party upon providing thirty (30) days written notice to the other party.

4. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and the West Florida Public Library Board of Governance by and through its Chairman authorized to execute the same.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/5/13

Escambia County Florida, a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____

Lumon J. May, Chairman

Date: 11-25-2013

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

BCC Approved: 11-21-2013

West Florida Public Library Board of Governance

By: _____

Rodney Kendig, Chairman

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6859 **County Administrator's Report 10. 51.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/25/2014
Issue: Approve Payment to Roads Inc. of NWF for Emergency Repairs - April 29, 2014 Flood Event
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Payment to Roads, Inc., of NWF, for Emergency Repair Projects - April 29, 2014, Flood Event - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Emergency Repair Projects:

A. Approve the payment to Roads Inc., of NWF, for Crescent Lake Sediment Removal, for the Emergency Repair Project, for the April 29, 2014, Flood Event, for the emergency response balance of line items of $151,107.54, and

B. Approve the payment to Roads, Inc., of NWF, for Blue Springs in Crescent Lake, for the Emergency Repair Project, for the April 29, 2014, Flood Event, for the emergency response balance of items of $26,941.25.

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW17 - Blue Springs in Crescent Lake and Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESAPW03 - Crescent Lake Sediment Removal]

BACKGROUND:

On June 3, 2014, the Board approved the following purchase orders:

A. Purchase Order #141244 for the "April Flood Emergency Repairs for the Blue Springs in Crescent Lake Emergency Repair Project", on Contract PD 10-11.065 "General Drainage and Paving Agreement", Work Order PD 10-11.065.7BBB, and

B. Purchase Order #141379 for the "April Flood Emergency Repairs for the Crescent Lake Sedimentation Emergency Repair Project", on Contract PD 10-11.065 "General Drainage and Paving Agreement", Work Order PD 10-11.7FFF.

During the Board meeting, the Board required that items listed under the Balance of Line Items entitled "Emergency Response" needed to be approved by the Board.

BUDGETARY IMPACT:

Funds are available in Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW17 - Blue Springs in Crescent Lake and Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESAPW03 - Crescent Lake Sediment Removal. These projects are being submitted to FEMA for reimbursement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the appropriate paperwork will be forwarded to the Clerk's Office for payment.

Attachments

Crescent Lake Application
Crescent Lake Backup
Crescent Lake Purchase Order
Blue Springs Application
Blue Springs Backup Truck Tickets
Blue Springs Daily Reports
Blue Springs Purchase Order

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 Page 1 Of 3 Pages

TO OWNER:
Escambia County, Clerk of the Court
221 Palafox Place, Suite 140
Pensacola, FL 32501

PROJECT: **Crescent Lake Sediment Removal**

APPLICATION NO.: **14-055-2**
PERIOD TO: 6/30/2014
PO # **141379**

Distibution to:
☐ OWNER
☐ ARCHITECT
☑ CONTRACTOR
☐
☐

FROM CONTRACTOR:
Roads, Inc. of NWF
106 Stone Blvd.
Cantonment, FL 32533

VIA: Escambia County Engineering

CONTRACT FOR:
Crescent Lake Sediment Removal

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contact.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**.....$		418,905.33
2. **Net change by Change Orders**.....$		-
3. **CONTRACT SUM TO DATE** (Line 1+2).....$		418,905.33
4. **TOTAL COMPLETED & STORED TO DATE**.....$		418,905.33
(Column G on G703)		
5. **RETAINAGE:**		
a. 10 % of Completed Work (Columns D+E on G703)	$ 41,890.53	
b. ____ % of Stored Material (Coumn F on G703)	$	
Total Retainage (Line 5a+5b or Total in Column I of G703).....$		41,890.53
6. **TOTAL EARNED LESS RETAINAGE**.....$		377,014.80
(Line 4 less Line 5 Total)		
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**		
(Line 6 from prior Certificate).....$		225,907.26
8. **CURRENT PAYMENT DUE**.....$		**151,107.54**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**		
(Line 3 less Line 6)	$ 41,890.53	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$0.00
Total approved this Month	$ -	$ -
TOTALS	$ -	$0.00
NET CHANGES by Change order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contrator for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Roads, Inc. of NWF
By: _____ Date: 7-11-14
Cody Rawson, President

State of: Florida
County of: Escambia
Subscribed and sworn to before me this 11 day of July 2014

DARRIN J. JOHNSON MY COMMISSION EXPIRES August 19, 2016 #EE 193765 NOTARY PUBLIC STATE OF FLORIDA Bonded thru Notary Public Underwriters

Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 151,107.54

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

~~ARCHITECT~~:
By: _____ Date: 7/15/14

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET Project Name: Crescent Lake Sediment Removal Project

Applic. #: 14-055-2
Applic. Date: 7/11/2014
Period to: 6/30/2014

Roads, Inc. of NWF

#	Description	Est. Qty.	Unit	Unit $	Estimated Amount	Quantity Prev.Period	$ Prev.Period	Quantity This Period	$ This Period	Work Complete To Date		Balance to Complete	% Comp.	Retainage
										Qty. Comp.	$ Total			
1	Performance Bond	1	LS	$4,147.57	$4,147.57	1	$4,147.57		$0.00	1	$4,147.57	0.00	100%	**$414.76**
2	Mobilization, 0-15 Miles	2	EA	$1,050.00	$2,100.00	2	$2,100.00		$0.00	2	$2,100.00	0.00	100%	**$210.00**
3	Clearing and Grubbing	2	ACRE	$3,900.00	$7,800.00	2	$7,800.00		$0.00	2	$7,800.00	0.00	100%	**$780.00**
4	Remove Sand, Silt, & Vegetation From Existing Curb & Gutter	1270	LF	$0.15	$190.50	1270	$190.50		$0.00	1270	$190.50	0.00	100%	**$19.05**
5	Earthwork Excavation by machine	31720	CY	$3.40	$107,848.00	31720	$107,848.00		$0.00	31720	$107,848.00	0.00	100%	**$10,784.80**
6	Earthwork Excavation by hand	468	CY	$20.00	$9,360.00	468	$9,360.00		$0.00	468	$9,360.00	0.00	100%	**$936.00**
7	Earthwork Fill	450	CY	$6.75	$3,037.50	450	$3,037.50		$0.00	450	$3,037.50	0.00	100%	**$303.75**
8	3" Top Soil	2790	SY	$0.75	$2,092.50	2790	$2,092.50		$0.00	2790	$2,092.50	0.00	100%	**$209.25**
9	Earthwork Establishing Grade	2790	SY	$0.50	$1,395.00	2790	$1,395.00		$0.00	2790	$1,395.00	0.00	100%	**$139.50**
10	Remove & Replace Unsuitable Materials	252	CY	$8.75	$2,205.00	252	$2,205.00		$0.00	252	$2,205.00	0.00	100%	**$220.50**
11	12" Graded Aggregate Base	2100	SY	$18.50	$38,850.00	2100	$38,850.00		$0.00	2100	$38,850.00	0.00	100%	**$3,885.00**
12	6" Bahamian Base	450	SY	$10.50	$4,725.00	450	$4,725.00		$0.00	450	$4,725.00	0.00	100%	**$472.50**
13	Flag Man	42	E/D	$200.00	$8,400.00	42	$8,400.00		$0.00	42	$8,400.00	0.00	100%	**$840.00**
14	4" Driveway Cut and Patch (Includes Concrete For DW. Saw Cutting, Removal) in place	386	SY	$38.00	$14,668.00	386	$14,668.00		$0.00	386	$14,668.00	0.00	100%	**$1,466.80**
15	Remove Sand, Silt, & Vegetation From Existing Culverts	36	CY	$200.00	$7,200.00	36	$7,200.00		$0.00	36	$7,200.00	0.00	100%	**$720.00**
16	St Augustine Sod, Staked, over 1000sy	6800	SY	$3.50	$23,800.00	6800	$23,800.00		$0.00	6800	$23,800.00	0.00	100%	**$2,380.00**
17	Silt Fence Type IV	325	LF	$4.00	$1,300.00	325	$1,300.00		$0.00	325	$1,300.00	0.00	100%	**$130.00**
18	Floating Turbidity Barrier	427	LF	$20.00	$8,540.00	427	$8,540.00		$0.00	427	$8,540.00	0.00	100%	**$854.00**
19	Safety Fence	836	LF	$2.75	$2,299.00	836	$2,299.00		$0.00	836	$2,299.00	0.00	100%	**$229.90**
20	Remove Existing Rubble	42	CY	$25.00	$1,050.00	42	$1,050.00		$0.00	42	$1,050.00	0.00	100%	**$105.00**

CONTINUATION SHEET Project Name: Crescent Lake Sediment Removal Project

Applic. #: 14-055-2
Applic. Date: 7/11/2014
Period to: 6/30/2014
Roads Project #:

Roads, Inc. of NWF
106 STONE BLVD.
CANTONMENT, FL 32533
PH: 850-968-0991

#	Description	Est. Qty.	Unit	Unit $	Estimated Amount	Quantity Prev.Period	$ Prev.Period	Quantity This Period	$ This Period	Work Complete To Date		Balance to Complete	% Comp.	Retainage
										Qty. Comp.	$ Total			
	Balance of Line Items													
20	MOT @ 5% Sub Total	1	LS	$12,343.03	$12,343.03		$0.00	1	$12,343.03	1	$12,343.03	0.00	100%	**$1,234.30**
	Haul off and disposal of removed material	15860	CY	$8.00	$126,880.00		$0.00	15860	$126,880.00	15860	$126,880.00	0.00	100%	**$12,688.00**
21	Emergancy Response with backup documentation	1	LS	$28,674.23	$28,674.23		$0.00	1	$28,674.23	1	$28,674.23	0.00	100%	**$2,867.42**
	Totals				$418,905.33		$251,008.07		$167,897.26		$418,905.33	83,651.00	100%	**$41,890.53**

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared **Cody Rawson**, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $ 151,107.54 paid, Roads, Inc. of NWF ("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 ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner dated 5-21, 2014, for the period from 6-30-14 to 7-10-14.

(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 Owner 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 Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner 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. 14-055-2

CONTRACTOR:

Roads, Inc. of NWF

By: _____

Its: _____ President

Date: 7-11-14

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of July, 2014, by Cody Rawson, as President of Roads, Inc. of NWF, a Florida corporation, on behalf of the corporation. He is personally known to me **OR** has produced _____ as identification and did not take an oath.

My Commission Expires:

DARRIN J. JOHNSON MY COMMISSION EXPIRES August 19, 2016 #EE 193763 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

(AFFIX OFFICIAL SEAL)

_____
(Signature)

Name: _____
(Legibly Printed)

Notary Public, State of FL
Serial No., If Any: EE 193763

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

06/19/2014

Re: Repairs to Blue Springs Due to April Flood Event
Escambia County
Attn: Matt Mooneyham

Balance of Line Item: Bypass Pumping for SS

Matt,

We used a company owned Holland 6" pump for the bypass pumping for the sanitary sewer. With additional labor to monitor this equipment, fuel and maintenance this pump cost Roads Inc. $1100.00 per day.

Bypass Pumping	14 days @ $1100.00 per day	$15,400.00

Thank You

Brett Moylan

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

06/19/2014

Re: Repairs to Blue Springs Due to April Flood Event
Escambia County
Attn: Matt Mooneyham

Balance of Line Item: Increase from 6" GAB to Asphalt Milling

Matt,

GAB cost $15.50 per ton including the trucking and has to be brought in from an out of town source.

Recycled Asphalt Product is being sold to Escambia County for $22.00 per ton picked up at our plant in Cantonment. When you add the trucking of approximately $8.50 per ton ($60.00 per hour and 2.5 hours per load) to each load of 17 tons that puts the cost of the RAP at $30.50. We only increased the price from GAB to RAP by $6.61. With the availability of the product in Cantonment this was the only way for an IMMEDIATE fix to the roadway. It provided a stable roadway for us to use to start the repair process and a stable roadway for resident use with a minimum of maintenance. GAB would have required more grading and would have to be replaced more often.

Thank You

Brett Moylan

Roads Inc of NWF 106 Stone Blvd Cantonment, FL Ph: (850) 968-0991 Fax: (850) 968-0996	**Work Order No.** Emergency repairs of Blue Springs in Cresent Lake	6/13/2014 PAGE: 1 OF 1	PO NO. 141244 CONTRACT NO.10-11.065.7BBB

DESCRIPTION OF WORK / DELAY:

Balance of line items Emergency Response

ROADS INC. JOB NO.14-048

Monday, May 19, 2014

LABOR (OverTime)

	DESCRIPTION	NO.	TOTAL HRS	RATE	AMOUNT
CO	Foreman	1	72.00	36.25	$2,610.00
KJ	Supervisor	1	72.00	48.50	$3,492.00
BM	Project Manager	1	72.00	52.00	$3,744.00
LC	Administrative	1	40.00	36.00	$1,440.00
JS	Administrative	1	30.00	36.00	$1,080.00
	Lowboy Driver	3	24.00	22.50	$1,620.00
	Fuel Truck	3	24.00	18.50	$1,332.00
	Driver	4	40.00	18.50	$2,960.00
	Additional Trucking to meet time demands due to nature of emergency				
Direct Labor					$18,278.00
Burden			34.07%		$6,227.31
Overhead			12.67%		$2,315.87
Mark Up (Emg Work)			15.00%		$4,023.18
TOTAL LABOR COSTS:					$30,844.36

MATERIAL

DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
Silt Fence		LF	$1.10	$0.00
Fill Dirt		CY	$7.50	$0.00
Turbitity Barrier		LF	$6.40	$0.00
RAP		TN	$21.50	$0.00
Materials Subtotal				$0.00
Sales Tax			7.50%	$0.00
Materials Total				$0.00
TOTAL MATERIAL COSTS:				$0.00
SUBCONTRACTORS/OUTSIDE SERVICES				
b b			*b*	
Action Laborers				
(3ea @ 9hrs)				
Subcontractor Subtotal				$0.00
TOTAL SUB COSTS:				$0.00

EQUIPMENT

SIZE & CLASS	A / I	EQUIP NO.	TOTAL HOURS	RATE	AMOUNT
Crew Truck (RS)	T-40	1		24.24	$0.00
Broom Tractor	BT-2	1		36.21	$0.00
Roller	SW7	1		40.00	$0.00
Komatsu D31 Dozer	D1	1		65.30	$0.00
John Deere 700 Dozer	D17	1		65.30	$0.00
Komatsu 200	EX8	1		9.00	$0.00
Front End Loader	L13	1		100.58	$0.00
Dump Truck	DT	3	14.00	88.07	$3,698.94
LowBoy truck		1	24.00	79.66	$1,911.84
LowBoy trailer		1	24.00	27.04	$648.96
MOT (Cones, Signs,Etc.)	N/A	1		65.00	$0.00
Utility Trailer (MOT)		1		15.55	$0.00
Mini Ex. JD 50MD	EX-19	1		25.91	$0.00
Plate tamp	N/A	1		14.67	$0.00
Idle Equipment Time (1/2 Rate)					
Broom Tractor	BT-2	0.5		36.21	$0.00
Komatsu WA250	L-22	0.5		74.40	$0.00
Komatsu Dozer D39PX	D-4	0.5		64.87	$0.00
John Deere 120 C Ex	EX-12	0.5		121.26	$0.00
Utility Trailer (MOT)		0.5		15.55	$0.00
Midland SP-8 (shld spdr)	RW-1	0.5		102.93	$0.00
Mini Ex. JD 50MD		0.5		25.91	$0.00
Equipment Subtotal					$6,259.74
TOTAL EQUIPMENT COSTS:					$6,259.74

Daily Reports: Description of Work Performed

Foreman **Description**

Crew

The above items are cost associated with emergency response to the April 2014 flood event. Our office personnel worked additional hours and weekend to meet the demands associated with hiring extra personnel and completing required paperwork. Our fuel trucks worked around the clock to keep equipment fueled and working.

TOTALS

LABOR	$30,844.36
MATERIALS	$0.00
EQUIPMENT	$6,259.74
SUBCONTRACTORS	$0.00
SUB-TOTAL	$37,104.10
TOTAL DUE	$37,104.10

PURCHASE ORDER NO. 141379

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 05/23/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001573	REQ. DATE: 05/23/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT MATT MOONEYHAM AT	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11.065 WORK ORDER PD 10-11.-65.7FFFF "EMERGENCY WORK APRIL FLOOD 2014 CRESCENT LAKE SEDIMENT REMOVAL"	418905.3300	418,905.33

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	56301	418,905.33	

PAGE TOTAL $	418,905.33
TOTAL $	418,905.33

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

1400157?

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs Temporary Repair - Crescent Lake Sediment Removal
Project ID: ENGFLOOD 414
Location: Blue Springs Ave
Project Manager:
Date: 5/23/2014

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is to fund the sediment removal deposited in Crescent Lake from the April 29th storm event. This work includes temporary access road, sod, and sediment removal. The total contract amount is $418,905.33. The total time allocated for the work is 30 days

Attached backup documentation: 1 page (s)
RFF/NTP Start Date: or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by: 30 calendar days
Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO #				
Contract PO		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PO		Consultant		
Funds for Original Work Order				
Funds for Change Order #				$ 418,905.33
Contract PO	10-1-1065	Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchase		Owner		
Funds for Title Work		Company		
Contract PO		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (418,905.33)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				
			Transfer	

County Engineer Signature | Transferred by | Transfer Date

Posted to Expenditure
Date:

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Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 5/20/2014

2.) Project name: ENGFLOOD 414-

3.) Contract No: 10-11.065 0

4.) Description of Services to be Performed.
This is to fund the sediment removal [illegible] Crescent Lake from the April 29th storm event. This work includes temporary access road, sod, and sediment removal. The total contract amount is $418,905.33. The total time allocated for the work is 30 days.

5.) Negotiated Cost of Construction: $ [illegible]

6.) Location Work is to be Performed.

Blue Springs Ave.

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon issuance of Notice to Proceed
Days to Complete 30
Completion Date of Work: _____

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order _____

Schedule for Work Requested and Received

_____ Date: _____
Project Manager

Work Order Approved

_____ Date: _____
Division Chief

Negotiated Work Order Accepted

_____ Date: 5-20-14
Contractor Representative

Work Order Completed

_____ Date: _____
Contractor Representative

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Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 5/20/2014

2.) Project name: ENGFLOOD 414-

3.) Contract No. 10-11.065. 07, FFCF

4.) Description of Services to be Performed.
This is to fund the sediment removal deposited in Crescent Lake from the April 29th storm event. This work includes temporary access road, sod, and sediment removal. The total contract amount is $418,905.33. The total time allocated for the work is 30 days.

5.) Negotiated Cost of Construction: $ $ 418,905.33

6.) Location Work is to be Performed:

Blue Springs Ave.

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete: 30
Completion Date of Work: _____

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order _____

Schedule for Work Requested and Received

_____ Date: 5/21/14
Project Manager

Work Order Approved

_____ Date: 5-21-14
Division Chief

Negotiated Work Order Accepted

_____ Date: 5-20-14
Contractor Representative

Work Order Completed

_____ Date: _____
Contractor Representative

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10-11.065 7FFFF

Blue Springs Temporary Repair - Crescent Lake
ENGFLOOD 414-

PD10-11.065 General Paving and Drainage Pricing Agreement
Valid From October 1, 2013 till September 30, 2014

Section	Category	Sub-Category	Quantity	Units	Roads, Inc. of NWF Unit Price	Ext Cost
01000-	***Insurance***					
01100-	**00100**	**Performance Bond**				
01100-	00101	Performance Bond		Per $1000	$10.00	$ -
02000-	***Equipment***					
02100-	**00100**	**Mobilization**				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$1,050.00	$1,050.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	$3,900.00	$3,900.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	20000	CY	$3.40	$68,000.00
04100-	00102	Earthwork Excavation by hand, County Specs 2300	200	CY	$20.00	$4,000.00
04100-	00103	Earthwork Fill, County Specs 2300	500	CY	$6.75	$3,375.00
04100-	00105	3" Top Soil	3000	SY	$0.75	$2,250.00
04100-	00106	Earthwork Establishing Grade, County Specs 2300	3000	SY	$0.50	$1,500.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	4000	SY	$5.72	$22,880.00
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	3500	SY	$1.00	$3,500.00
05700-	00111	Saw cut Existing Asphalt	500	LF	$1.72	$860.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1000	SY	$9.75	$9,750.00
08200-	00105	4" Driveway Cut and Patch (Includes Concrete For DW., Saw Cutting, Removal) in place	500	SY	$38.00	$19,000.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	40	CY	$200.00	$8,000.00
13100-	00104	St Augustine Sod, Staked, over 1000sy	8000	SY	$3.50	$28,000.00
13200-	00103	Rip Rap Rubble, Type I	20	TON	$52.00	$1,040.00
13300-	00106	Floating Turbidity Barrier	200	LF	$20.00	$4,000.00
16200-	00102	Crape myrtles (minimum 20 Gal container)	10	EA	$175.00	$1,750.00
16300-	00101	Azaleas, minimum 3 gallon container	50	EA	$24.00	$1,200.00
			Sub Totals			$164,055.00
		Performance and Payment Bond (Required for projects over $25,000.00)				$1,840.55
			Grand Total			$165,895.55
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
		MOT @ 5% Sub Total	1	LS	$9,202.75	$9,202.75
		Emergency response with backup documentation	1	LS	$221,500.00	$221,500.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
		Balance of Line Total				$230,702.75
		Additional Performance and Payment Bond				$2,307.03
		Revised Grand Total with BOL				$418,905.33

Ok Quotes
Defeed
5/22/14
[illegible]

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 — Page 1 Of 4 Pages

TO OWNER:
Escambia County, Clerk of the Court
221 Palafox Place, Suite 140
Pensacola, FL 32501

PROJECT: **Emergency Repairs of Blue Springs in Crescent Lake Subdivision**

APPLICATION NO.: **14-048-3**
PERIOD TO: **7/18/2014**
PO # **141244**

Distibution to:
☑ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:
Roads, Inc. of NWF
106 Stone Blvd.
Cantonment, FL 32533

VIA: Escambia County Engineering

Attn: **Matt Mooneyham**
Kevin Morgan, Atkins

CONTRACT FOR:
Emergency Repairs of Blue Springs in Crescent Lake

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contact.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**.....$		341,650.86
2. **Net change by Change Orders**.....$		-
3. **CONTRACT SUM TO DATE** (Line 1+2).....$		341,650.86
4. **TOTAL COMPLETED & STORED TO DATE**.....$		341,650.86
(Column G on G703)		
5. **RETAINAGE:**		
a. 10 % of Completed Work (Columns D+E on G703)	$ 34,165.09	
b. ____ % of Stored Material (Coumn F on G703)	$	
Total Retainage (Line 5a+5b or Total in Column I of G703).....$		34,165.09
6. **TOTAL EARNED LESS RETAINAGE**.....$		307,485.77
(Line 4 less Line 5 Total)		
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate).....$		280,544.52
8. **CURRENT PAYMENT DUE**.....$		**26,941.25**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 34,165.09	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$0.00
Total approved this Month	$ -	$ -
TOTALS	$ -	$0.00
NET CHANGES by Change order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contrator for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Roads, Inc. of NWF
By: _____ Date: 9/18/2014
Cody Rawson, President

State of: Florida
County of: Escambia
Subscribed and sworn to before me this 18 day of Sept 2014

DARRIN J. JOHNSON MY COMMISSION EXPIRES August 19, 2016 #EE 193763 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the ~~Engineer~~ certifies to the Owner that to the best of the ~~Engineer's~~ knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 26,941.25

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

~~ARCHITECT~~:
By: _____ Date: 9/18/14

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET Project Name: Emergency Repair of Blue Springs in Crescent Lake Subd.

Applic. #: 14-048-3
Applic. Date: 9/18/2014
Period to: 7/18/2014

Roads, Inc. of NWF
106 STONE BLVD.
CANTONMENT, FL 32533
PH: 850-968-0991

#	Description	Est. Qty.	Unit	Unit $	Estimated Amount	Quantity Prev.Period	$ Prev.Period	Quantity This Period	$ This Period	Work Complete To Date		Balance to Complete	% Comp.	Retainage
										Qty. Comp.	$ Total			
1	Mobilization, 0-15 Miles	1	EA	$1,050.00	$1,050.00	1	$1,050.00	0	$0.00	1	$1,050.00	0.00	100%	$105.00
2	Demobilize	1	EA	$750.00	$750.00	1	$750.00	0	$0.00	1	$750.00	0.00	100%	$75.00
3	Clearing and Grubbing	2.9	ACRE	$3,900.00	$11,310.00	2.9	$11,310.00	0	$0.00	2.9	$11,310.00	0.00	100%	$1,131.00
	Remove Tree, 13-24"	5	EA	$295.00	$1,475.00	5	$1,475.00	0	$0.00	5	$1,475.00	0.00	100%	$147.50
4	Remove Tree, 25"-36"	8	EA	$450.00	$3,600.00	8	$3,600.00	0	$0.00	8	$3,600.00	0.00	100%	$360.00
	Remove Sand, Silt & Vegetation from Existing Curb and Gutter	1624	LF	$0.15	$243.60	1624	$243.60	0	$0.00	1624	$243.60	0.00	100%	$24.36
6	Earthwork Excavation by machine	8922	CY	$3.40	$30,334.80	8922	$30,334.80	0	$0.00	8922	$30,334.80	0.00	100%	$3,033.48
7	Earthwork Excavation by hand	86	CY	$20.00	$1,720.00	86	$1,720.00	0	$0.00	86	$1,720.00	0.00	100%	$172.00
8	Earthwork Fill	11871	CY	$6.75	$80,129.25	11871	$80,129.25	0	$0.00	11871	$80,129.25	0.00	100%	$8,012.93
9	Earthwork Establishing Grade	8852	SY	$0.50	$4,426.00	8852	$4,426.00	0	$0.00	8852	$4,426.00	0.00	100%	$442.60
10	Remove and Replace Unsuitable Materials	572	CY	$8.75	$5,005.00	572	$5,005.00	0	$0.00	572	$5,005.00	0.00	100%	$500.50
13	Remove Existing Asphalt, 3" Average Depth	1711	SY	$2.00	$3,422.00	1711	$3,422.00	0	$0.00	1711	$3,422.00	0.00	100%	$342.20
14	Saw cut Existing Asphalt	362	LF	$1.72	$622.64	362	$622.64	0	$0.00	362	$622.64	0.00	100%	$62.26
15	8" Stabilized Subgrade, less than 1000sy	2444	SY	$1.50	$3,666.00	2444	$3,666.00	0	$0.00	2444	$3,666.00	0.00	100%	$366.60
	12" Stabilized Subgrade	2944	SY	$1.75	$5,152.00	2944	$5,152.00	0	$0.00	2944	$5,152.00	0.00	100%	$515.20
16	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor, less than 1000sy	1500	SY	$10.00	$15,000.00	1500	$15,000.00	0	$0.00	1500	$15,000.00	0.00	100%	$1,500.00
	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor, over 1000sy	1435	SY	$18.50	$26,547.50	1435	$26,547.50	0	$0.00	1435	$26,547.50	0.00	100%	$2,654.75
17	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$600.00	$600.00	1	$600.00	0	$0.00	1	$600.00	0.00	100%	$60.00

CONTINUATION SHEET Project Name: Emergency Repair of Blue Springs in Crescent Lake Subd.

Applic. #: 14-048-3
Applic. Date: 9/18/2014
Period to: 7/18/2014

Roads, Inc. of NWF
106 STONE BLVD.
CANTONMENT, FL 32533
PH: 850-968-0991

#	Description	Est. Qty.	Unit	Unit $	Estimated Amount	Quantity Prev.Period	$ Prev.Period	Quantity This Period	$ This Period	Work Complete To Date Qty. Comp.	Work Complete To Date $ Total	Balance to Complete	% Comp.	Retainage
18	Flag Man	36	EA/Day	$200.00	$7,200.00	36	$7,200.00	0	$0.00	36	$7,200.00	0.00	100%	**$720.00**
19	Type III Barricade	120	EA/Day	$0.30	$36.00	120	$36.00	0	$0.00	120	$36.00	0.00	100%	**$3.60**
20	Remove Existing Concrete, 4" thick	2640	SY	$4.00	$10,560.00	2640	$10,560.00	0	$0.00	2640	$10,560.00	0.00	100%	**$1,056.00**
21	Remove Curb	1340	LF	$2.00	$2,680.00	1340	$2,680.00	0	$0.00	1340	$2,680.00	0.00	100%	**$268.00**
22	Misc. Concrete	27	CY	$320.00	$8,640.00	27	$8,640.00	0	$0.00	27	$8,640.00	0.00	100%	**$864.00**
24	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	2	EA	$535.00	$1,070.00	2	$1,070.00	0	$0.00	2	$1,070.00	0.00	100%	**$107.00**
25	Connect to Existing Inlet	2	EA	$650.00	$1,300.00	2	$1,300.00	0	$0.00	2	$1,300.00	0.00	100%	**$130.00**
26	Pipe Removal, 6"-30" over 60lf	910	LF	$9.50	$8,645.00	910	$8,645.00	0	$0.00	910	$8,645.00	0.00	100%	**$864.50**
27	Remove Gravel from Pipe Bed	37	CY	$25.00	$925.00	37	$925.00	0	$0.00	37	$925.00	0.00	100%	**$92.50**
28	8" Sewer Line Gravity Fed, 0'-6' depth, over 60lf	170	LF	$14.00	$2,380.00	170	$2,380.00	0	$0.00	170	$2,380.00	0.00	100%	**$238.00**
29	8" Sewer Line Gravity Fed, 6'-12' depth, over 60lf	85	LF	$21.00	$1,785.00	85	$1,785.00	0	$0.00	85	$1,785.00	0.00	100%	**$178.50**
31	Sewer Manhole, 0-6ft depth	1	EA	$2,781.00	$2,781.00	1	$2,781.00	0	$0.00	1	$2,781.00	0.00	100%	**$278.10**
32	Sewer Manhole, 6-12ft depth	1	EA	$3,000.00	$3,000.00	1	$3,000.00	0	$0.00	1	$3,000.00	0.00	100%	**$300.00**
33	4" Sewer Service Line-Short, less than 12lf	615	LF	$10.00	$6,150.00	615	$6,150.00	0	$0.00	615	$6,150.00	0.00	100%	**$615.00**

CONTINUATION SHEET Project Name: Emergency Repair of Blue Springs in Crescent Lake Subd.

Applic. #: 14-048-3
Applic. Date: 9/18/2014
Period to: 7/18/2014

Roads, Inc. of NWF
106 STONE BLVD.
CANTONMENT, FL 32533
PH: 850-968-0991

#	Description	Est. Qty.	Unit	Unit $	Estimated Amount	Quantity Prev.Period	$ Prev.Period	Quantity This Period	$ This Period	Work Complete To Date		Balance to Complete	% Comp.	Retainage
										Qty. Comp.	$ Total			
37	Silt Fence Type III, less than 500lf	500	LF	$1.70	$850.00	500	$850.00	0	$0.00	500	$850.00	0.00	100%	**$85.00**
	Silt Fence Type IV, over 500 lf	850	LF	$4.00	$3,400.00	850	$3,400.00	0	$0.00	850	$3,400.00	0.00	100%	**$340.00**
38	Floating Turbidity Barrier	200	LF	$20.00	$4,000.00	200	$4,000.00	0	$0.00	200	$4,000.00	0.00	100%	**$400.00**
39	Baled Hay or Straw	80	EA	$7.75	$620.00	80	$620.00	0	$0.00	80	$620.00	0.00	100%	**$62.00**
40	Performance Bond	1	LS	$3,382.68	$3,382.68	1	$3,382.68	0	$0.00	1	$3,382.68	0.00	100%	**$338.27**
	MOT @ 5%	1	LS	$13,053.79	$13,053.79	1	$13,053.79	0	$0.00	1	$13,053.79	0.00	100%	**$1,305.38**
41	Increase from 6" GAB to asphalt millings	2944	SY	$6.61	$19,459.84	2944	$19,459.84	0	$0.00	2944	$19,459.84	0.00	100%	**$1,945.98**
42	Bypass Pumping for SS	1	LS	$14,744.03	$14,744.03	1	$14,744.03	0	$0.00	1	$14,744.03	0.00	100%	**$1,474.40**
43	Emergency Response with backup documentation	1	LS	$29,934.73	$29,934.73		$0.00	1	$29,934.73	1	$29,934.73	0.00	100%	**$2,993.47**
	Totals				$341,650.86		$311,716.13		$29,934.73		$341,650.86	0.00	100%	**$34,165.09**

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared **Cody Rawson**, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $ 26,941.25 paid, Roads, Inc. of NWF ("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 ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner dated May 9, 2014, for the period from 7-1-14 to 7-18-14.

(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 Owner 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 Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner 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. 14-048-3.

CONTRACTOR:

Roads, Inc. of NWF

By: _____

Its: _____ President

Date: 9-18-14

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of Sept., 2014, by Cody Rawson, as President of Roads, Inc. of NWF, a Florida corporation, on behalf of the corporation. He is personally known to me **OR** has produced _____ as identification and did not take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

DARRIN J. JOHNSON
MY COMMISSION EXPIRES
August 19, 2016
#EE 193763
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of FL
Serial No., If Any: EE 193763

#3

681127

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP CBLUE SPRINGS MO)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#2

681126

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP CBLUE SPRINGS MO)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#4

681128

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORMRELATED

CITY, STATE, ZIP CBLUESPRINGS, FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
290						

QUAN.	DESCRIPTION	AMOUNT
1	FILLDIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1

681125

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORMRELATED

CITY, STATE, ZIP CBLUE SPRINGS FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
298						

QUAN.	DESCRIPTION	AMOUNT
1	FILLDIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#5

681129

820562

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (QUEEN ANNE)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RS						

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Moore

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul	1
2		
3	(4)	
4		
5		
6		
7	Storm Related	
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

820557

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Crosent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.	DESCRIPTION	AMOUNT
1	Dill Dirt Haul	1
2		
3	(1)	
4		
5	(Storm Related)	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

820558

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Crosent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.	DESCRIPTION	AMOUNT
1	Dill Dirt Haul	1
2		
3	(1)	
4		
5	(Storm Related)	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

820559

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RGS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul	1
2		
3	(1)	
4		
5	(Storm Related)	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

820561

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RGS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul	1
2		
3	(1)	
4		
5	(Storm Related)	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

535107

820560

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP 6:30 – 2:30

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul	1
2		
3	6	
4		
5		
6		
7		
8		
9	(Storm Related)	
10		
11		
12		

RECEIVED BY Lefanoe

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 DATE 5-10-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul	1
2		
3	1	
4		
5		
6	(Storm Related)	
7		
8		
9		
10		
11		
12		

RECEIVED BY Lefanoe

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

921162

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
240			6:30	2:30		

QUAN.		DESCRIPTION	AMOUNT
1		Field Dirt	
2		From the yard	
3			
4		Loads (6)	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Barry Nelson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941120

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP 6 2014 - 2 30p

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(6)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941123

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941125

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emers. Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941121

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Cresent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R Yates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941122

CUSTOMER'S ORDER NO. 14-048 | DATE 5-10-14

NAME Cresent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R Yates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941126

CUSTOMER'S ORDER NO. 14-045 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emers Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

	QUAN.	DESCRIPTION	AMOUNT
1	(1)	fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941124

CUSTOMER'S ORDER NO. 14-045 | DATE 5-10-14

NAME Crescent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

	QUAN.	DESCRIPTION	AMOUNT
1	(1)	fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

#6

681130

941015

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP CRESTVIEW FL 32539

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
DS						

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Jones

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK. # 330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 Load - Clean	
4		Dirt to Jernick	
5		pit.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

681132

SATURDAY

CUSTOMER'S ORDER NO. | DATE 5/10/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (BLUE SPRINGS RD)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
DS						

QUAN.	DESCRIPTION	AMOUNT
1	(6) LOADS	
2	FILL DIRT	
3	HAULED	
4	TOTAL	
5		
6		
7		
8		
9		
10	TIME - 6:30 AM - 2:30 PM	
11		
12		

RECEIVED BY Scott Morris

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941023

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME CRESCENT LAKE

ADDRESS PALM FL.

CITY, STATE, ZIP 6:30A - 6:00P

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK #330					11½ hrs	

QUAN.	DESCRIPTION	AMOUNT
1	Storm-Related	
2		
3	Clean dirt to	
4	Fenwick Pit -	
5	IIII III - 8 loads	
6		
7	Clean dirt -	
8	On site haul -	
9	1 load	
10		
11		
12		

RECEIVED BY Kyle Pinson

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

921160

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Cresent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
ZYO			230	5.00		

QUAN.		DESCRIPTION	AMOUNT
1		field Dirt	
2		from The yard	
3			
4		Loads (2)	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Barry Nelson

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860538

CUSTOMER'S ORDER NO. 14-048 | DATE 5/9/14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP 305 Pamela Hallaway

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3		storm repair	
4		(1 load)	
5		fill dirt	
6			
7			
8			
9		~~Blue Springs Rd~~	
10		Pine View	
11			
12			

RECEIVED BY

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860537

CUSTOMER'S ORDER NO. 14-048 DATE 5/9/14

NAME Crescent Lake

ADDRESS DT 305

CITY, STATE, ZIP Glenda Hallaway

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2		
3	~~daily~~	
4	storm repair	
5		
6		
7	1 LOAD	
8	fill dirt	
9		
10		
11	Blue Springs RD	
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941119

CUSTOMER'S ORDER NO. 14-045 DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.	DESCRIPTION	AMOUNT
1	1 Fill Dirt	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
	Kyates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941116

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	1	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941115

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP 2:30p - 6:00p

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	4	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941118

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941117

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941022

820551

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP Nicola, FL.

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
Tk. #330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 load- CLEAN	
4		dirt to Fenwick	
5		Pit.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
265						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	
2			
3			
4			
5			
6			
7		(Storm Related)	
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1

681122

820552

FRIDAY

CUSTOMER'S ORDER NO.	DATE 5/9/14
NAME CRESCENT LAKE	
ADDRESS STORM RELATED	
CITY, STATE, ZIP BLUE SPRINGS MO	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10	TIME → 3:00 PM T 4:30 PM	
11		
12		

RECEIVED BY Scott Mans

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-098	DATE 5-9-14
NAME Cresent Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY 265	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt haul	1
2		
3	(1)	
4		
5		
6	(Storm Related)	
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941021

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK. #330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm. Related	
2			
3		1 Load - Clean	
4		dirt ~~to Fenwick~~	
5		~~pit~~ onsite.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941020

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescat Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK. #330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 Load - Clean	
4		dirt to Fenwick	
5		pit.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941016

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
Tck. #330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 load-clean	
4		dirt to Fenwick	
5		p.t.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941017

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
Tck. #330						

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 load-clean	
4		dirt to Fenwick	
5		p.t.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941018

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK. #330						

	QUAN.	DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		Load-Clean	
4		dirt to Fenwick	
5		pit.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941019

CUSTOMER'S ORDER NO. 14-048 | DATE 5-9-14

NAME Crescent Lake

ADDRESS Pcola, FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
TK. #330						

	QUAN.	DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		Load-Clean	
4		dirt to Fenwick	
5		pit.	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751423

CUSTOMER'S ORDER NO. Job- | DATE 5-9-14

NAME Creset LAKE

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		[redacted]	
3		Fill - DiRT	
4			
5		From Stone Blvd	
6			
7		(LOADS - 2)	
8			
9			
10		Storm Related	
11			
12		1:00 - 5:30	
		4 1/2	

RECEIVED BY Robert Howard

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

658310

Clay's Hauling Truck # 1

CUSTOMER'S ORDER NO. | DATE 5-7-14

NAME Roads Inc

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2		Cresent Lake	
3			
4		Fill Dirt	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648404

(1)

CUSTOMER'S ORDER NO.	DATE 5/7/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT TO	
2		CRESENT LAKE	
3			
4		"STORM RELATED"	
5		1 LOAD	
6		"2ND DAY	
7			
8			
9			
10			
11			
12		TRUCK # D-29	

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941107

CUSTOMER'S ORDER NO.	DATE 5-7-14
NAME Crescent Lake	
ADDRESS Storm Repair	
CITY, STATE, ZIP 430p-600p	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
(1)		Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941108

#1 WC Kirkland 708366

CUSTOMER'S ORDER NO. | DATE 5-7-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	C	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. | DATE 5/7/14

NAME ROADS Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP Hemlock Rd Pt

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		BROWN fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kerr Bell

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

576231

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 | DATE 5-7-14

NAME ROADS INC.

ADDRESS Crescent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

576230

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 | DATE 5-7-14

NAME ROADS INC.

ADDRESS Crescent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

576229

576227

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 DATE 5-7-14

NAME ROADS Inc.

ADDRESS Cresent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 DATE 5-7-14

NAME ROADS Inc.

ADDRESS Cresent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

576226

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 | DATE 5-7-14

NAME Roads Inc.

ADDRESS Crescent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

576228

Clay's Hauling

CUSTOMER'S ORDER NO. TRK 12 | DATE 5-7-14

NAME Roads Inc.

ADDRESS Crescent Lake

CITY, STATE, ZIP Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
X		Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

829773

W.C Kirkland #20

CUSTOMER'S ORDER NO. | DATE 5-7-14

NAME crecent lake

ADDRESS Heaton Pit

CITY, STATE, ZIP Loads Inc

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

829774

W. C Kirkland #20

CUSTOMER'S ORDER NO. | DATE 5-7-14

NAME crecent lake

ADDRESS Heaton Pit

CITY, STATE, ZIP Loads Inc

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Storm Related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

829771

W.C Kirkland #20

CUSTOMER'S ORDER NO. | DATE 5-7-21

NAME Crecent Lake

ADDRESS Heaton Pit

CITY, STATE, ZIP Roads Inc

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

829772

W.C Kirkland #20

CUSTOMER'S ORDER NO. | DATE 5-7-21

NAME Crecent Lake

ADDRESS Heaton Pit

CITY, STATE, ZIP Roads Inc

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

#1 W C Kirkland 708367

CUSTOMER'S ORDER NO.	DATE 5/7/14
NAME Roads Inc	
ADDRESS Crescent Lake	
CITY, STATE, ZIP Heaton Bro Pit	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kerry Bell

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1 W.C. Kirkland 708365

CUSTOMER'S ORDER NO.	DATE 5/7/14
NAME Roads Inc	
ADDRESS Crescent LAKE	
CITY, STATE, ZIP Heaton Bro Pit	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kerry Bell

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1 W.C. Kirkland 708364

751416

CUSTOMER'S ORDER NO. | DATE 5/7/14

NAME Roads Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP Henton Brg Pit

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		BROWN fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kenny Bell

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. | DATE 5-7-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		Fill-Dirt	
3			
4		Storm Related	
5			
6		Loads-2	
7			
8			
9			
10			
11		3:00 - 6:30	
12		3 ½	

RECEIVED BY ~~BY~~ Robert Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751415

CUSTOMER'S ORDER NO.	DATE 5-7-14
NAME Cresent Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		Fill - Dirt	
3			
4		Storm Related	
5			
6			
7		LOADS - 1	
8			
9			
10			
11			
12			

RECEIVED ~~BY~~ Robert Howard

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

829770

W. C. Kirkland #18

CUSTOMER'S ORDER NO.	DATE
NAME Cresent Lake	
ADDRESS Heaton Bros	
CITY, STATE, ZIP Roads Inc	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		Brown Fill	////
2			
3			
4			
5			
6			
7			
8			
9			
10		Storm Related	
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648405

(2)

CUSTOMER'S ORDER NO.	DATE 5/7/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT TO	
2		CRESENT LAKE	
3		" STORM RELATED	
4		" DAY 2 "	
5		1 LOAD OF FILL	
6			
7			
8			
9			
10			
11			
12			
		TRUCK # D-29	

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

608794

CUSTOMER'S ORDER NO.	DATE ~~DATE~~ 5-7-14
NAME Crescent Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
PGS						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	1
2			
3			
4		(1)	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

608793

729697

CUSTOMER'S ORDER NO. —

DATE 5-7-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	1
2			
3		(1)	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO.

DATE 5-7-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP 12:00-1:00 5:00-6:30

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
RLS						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	11
2			
3			
4			
5		(2)	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751411

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Creset Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.	DESCRIPTION	AMOUNT
1		
2	Fill-Dirt	
3	(Day 1)	
4		
5		
6	Storm Related	
7		
8		
9	Loads - 2	
10		
11		
12		

RECEIVED ~~BY~~ Robert Howard

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648401

(1)

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT TO	
2		CRESENT LAKE	
3		"STORM RELATED"	
4		" 1 LOAD "	
5			
6		1ST DAY	
7			
8			
9			
10			
11			
12		TRUCK # D-29	

RECEIVED BY D. HARRIS HAULING

A-3705
T-48240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648402

(2)

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT TO CRESENT	
2		LAKE	
3		"STORM RELATED"	
4		" 1 LOAD "	
5			
6		1ST DAY	
7			
8			
9			
10			
11			
12		TRUCK # D-29	

RECEIVED BY D. HARRIS HAULING

A-3705
T-48240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648403

(3)

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME ROADS INC

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT TO	
2		CRESENT LAKE	
3			
4		"STORM RELATED"	
5			
6		"1 LOAD"	
7			
8		1ST DAY	
9			
10			
11			
12		TRUCK # D-29	

RECEIVED BY D HARRIS HAULING

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

563388

6

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME CRESENT LAKE

ADDRESS ROADS INC.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
310						

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT HAUL	
2		STORM RELATED	
3			
4		(1) LOAD	
5		DAY 1	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY W. [illegible]

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

563387

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME CRECENT LAKE

ADDRESS ROADS INC.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
310						

QUAN.		DESCRIPTION	AMOUNT
1		Fill dirt Haul	
2		STORM RELATED	
3			
4		(1) Load	
5		DAY 1	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY W. [illegible]

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

563386

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME CRESCENT LAKE

ADDRESS ROADS INC.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
310						

QUAN.		DESCRIPTION	AMOUNT
1		Fill dirt Haul	
2		STORM RELATED	
3			
4		(1) Load	
5			
6		DAY 1	
7			
8			
9			
10			
11			
12			

RECEIVED BY W. [illegible]

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

608783

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Crescent Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
PLS						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	1
2			
3		(1)	
4			
5		Storm Related	
6			
7		1ST DAY	
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

608784

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Crescent Lake	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
PLS						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	1
2			
3		(1)	
4			
5		Storm Related	
6			
7		1ST DAY	
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

729695

751412

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP 1:30 - 7:15

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
265						

QUAN.		DESCRIPTION	AMOUNT
1		Dirt Haul	1111
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME CREST LAKE

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		FILL-DIRT	
3		(DAY 1)	
4			
5			
6		STORM Related	
7			
8		LOADS-3	
9			
10			
11			
12			

RECEIVED BY Robert Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

829767

W.C. Kirkland #18

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Cresent Lake	
ADDRESS Heaton Pit	
CITY, STATE, ZIP Roads Inc	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1	Yd.	Brown Fill	
2		Storm Related	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

829766

W.C Kirkland #20

CUSTOMER'S ORDER NO.	DATE ~~5-6-14~~ 5-6-14
NAME Creston lake	
ADDRESS Heaton Pit	
CITY, STATE, ZIP Roads Inc	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1		Brown Fill	1
2			
3		Stormrelated	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1 708363

W.C. Kirkland

CUSTOMER'S ORDER NO.	DATE 5/6/14
NAME Crescent LAKE	
ADDRESS Heaton Bro Pit	
CITY, STATE, ZIP Roads Inc	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		BROWN Fill	1
2			
3		Storm related	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kerry Bell #1

3705
46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

851355

Roads A-7

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Cresent Lake	
ADDRESS Storm Related	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
70						

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3	1	Fill Dirt	
4			
5			
6			
7			
8			
9			
10		Suncon 55	
11			
12			

RECEIVED BY Kenneth Calloway

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860533

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME Cresent Lake

ADDRESS

CITY, STATE, ZIP Pensacola, Fl.

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
J.	30		7.30	(2 hrs		

QUAN.	DESCRIPTION	AMOUNT
1		
2		
3	day 1 storm repair	
4		
5		
6		
7		
8	LOAD fill dirt	
9		
10		
11		
12		

RECEIVED BY R. Galloway DT 305

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

921154

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Cressent Lake

ADDRESS Day 1

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
JO			5.00 - 2.30			

QUAN.	DESCRIPTION	AMOUNT
1	Sandy field	
2	from the yard	
3		
4	Load (1)	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY B Maynard

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860532

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP DT 305

SOLD BY Rhonda Milkowski | CASH | C.O.D. | CHARGE | ON. ACCT. | MDSE. RETD. | PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3		day 1 - storm	
4		related	
5			
6			
7			
8		LOAD fill dirt	
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

609700

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS STORM REPAIR DAY 1

CITY, STATE, ZIP 400p - 730p

SOLD BY 300 | CASH | C.O.D. | CHARGE | ON. ACCT. | MDSE. RETD. | PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1	(2)	fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941104

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R Yates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941103

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R Yates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

576222

Clay's Hauling

CUSTOMER'S ORDER NO.	DATE
RK 12	5-6-14

NAME: ROADS Inc

ADDRESS: Cresent Lake

CITY, STATE, ZIP: Storm Related

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
12						

QUAN.	DESCRIPTION	AMOUNT
	Fill Dirt	

RECEIVED BY

3705
46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#4

763807

TUESDAY

CUSTOMER'S ORDER NO.	DATE
	5/6/14

NAME: EASTSHORE CR

ADDRESS: CRESCENT LAKE

CITY, STATE, ZIP: 1ST DAY STORM RELATED

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
JRS			BLUESTEM KOS ST			

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#3

763806

TUESDAY

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME EASTSHORE DR

ADDRESS CRESCENT LAKE

CITY, STATE, ZIP (1ST DAY STORM RELATED)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295 BLUESPRUCE ST						

QUAN.	DESCRIPTION	AMOUNT
(1)	FILLDIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#4

763805

TUESDAY

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME EAST SHORE DR

ADDRESS CRESCENT LAKE

CITY, STATE, ZIP (1ST DAY STORM RELATED)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
29 BLUESPRUCE ST						

QUAN.	DESCRIPTION	AMOUNT
(1)	FILLDIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1 ✓

763803

TUESDAY

CUSTOMER'S ORDER NO. | DATE 5/6/14

NAME EASTSHORE OR

ADDRESS CRESCENT LAKE

CITY, STATE, ZIP 1ST DA-1/STORM RELATED

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
JTS	BLUE SPRINGS ST					

QUAN.	DESCRIPTION	AMOUNT
1	FILL DIRT	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Scott Towne

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

608785

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
PLS						

QUAN.	DESCRIPTION	AMOUNT
1	Fill Dirt Haul 1	
2		
3	D	
4		
5	Storm Related	
6		
7	1st Day	
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

792706

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Storm Related Day 1

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
275						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt	
2		To: Cresent Lake	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY K. Cranford

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

608786

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
265						

QUAN.		DESCRIPTION	AMOUNT
1		Fill Dirt Haul	1
2		(1)	
3			
4			
5		Storm Related	
6		1st Day	
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

823754

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME From

ADDRESS To. Creston LAKE (East shore)

CITY, STATE, ZIP 6:00 7:00

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
290						

QUAN.	DESCRIPTION	AMOUNT
1	Hauling Fill Dirt	
2	1st DAY	
3	Storm REPAIR	
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY Marcus Stallcup

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751410

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME CREST LAKE

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.	DESCRIPTION	AMOUNT
1		
2	Fill-Dirt	
3		
4	(DAY-1)	
5		
6		
7	Storm Related	
8		
9	LOADS- [illegible]	
10		
11		
12		

RECEIVED BY Hobart Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751437

941039

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.	DESCRIPTION	AMOUNT
1		
2	SAND	
3		
4	LOADS-7	
5		
6		
7	STORM RELATED	
8		
9	[redacted]	
10		
11	[redacted]	
12		

RECEIVED BY Robert Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Crescent Lake

ADDRESS Picola, FL.

CITY, STATE, ZIP 10:30A-2:30P

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
DT		330			4hrs.	

QUAN.	DESCRIPTION	AMOUNT
1	Storm-Related	
2	Sand from	
3	back of old	
4	Plant to Fenwick	
5	pit-11	
6		
7	2 LOADS	
8		
9		
10		
11		
12		

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941041

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Crescent Lake

ADDRESS Piola

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
DT	#330					

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 Load-Sand	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941040

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Crescent Lake

ADDRESS Piola FL.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
DT	#330					

QUAN.		DESCRIPTION	AMOUNT
1		Storm-Related	
2			
3		1 Load-Sand	
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Kyle Pinson

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941135

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Cresent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP 6:30A-9:00A

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(2)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941136

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Cresent Lake Emergency

ADDRESS Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R YATES	

RECEIVED BY

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

941137

#1

681147

CUSTOMER'S ORDER NO. 14-048

DATE 5-14-14

NAME Cresent Lake

ADDRESS Emergency Repairs

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
300						

QUAN.		DESCRIPTION	AMOUNT
1	(1)	Fill Dirt	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		R Yates	

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

WEDNESDAY

CUSTOMER'S ORDER NO.

DATE 5/14/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (BLUE SPRINGS RD)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.		DESCRIPTION	AMOUNT
(1)		FILL DIRT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Morris

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

#2

681148

WEDNESDAY

CUSTOMER'S ORDER NO. | DATE 5/14/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (BLUE SPRINGS MO)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
195						

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

C

681149

WEDNESDAY

CUSTOMER'S ORDER NO. | DATE 5/14/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (BLUE SPRINGS MO)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
195						

QUAN.		DESCRIPTION	AMOUNT
1			
2	2	LOADS FILL DIRT HAULED!	
3			
4			
5			
6			
7			
8			
9			
10		TIME 6:30AM - 10:00AM	
11			
12			

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941154

CUSTOMER'S ORDER NO. 14-048 DATE 3/14/14

NAME Crescent Lake

ADDRESS storm repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3		D LOAD	
4		sand	
5			
6			
7			
8			
9		DT 305	
10		Rhonda Halloway	
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

941153

CUSTOMER'S ORDER NO. 14-048 DATE 3/14/14

NAME Crescent Lake

ADDRESS storm repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3		D LOAD	
4		sand	
5			
6			
7			
8			
9		DT 305	
10		Rhonda Halloway	
11			
12			

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860550

751395

CUSTOMER'S ORDER NO. 14-048 | DATE 5/14/14

NAME Crescent Lake

ADDRESS storm repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
J. 245			9.45 (4 hrs)			

QUAN.	DESCRIPTION	AMOUNT
1		
2	haul sand to	
3	job fr Fenwick Pit	
4	(2) LOADS	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY R. Galloway DT 305

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

CUSTOMER'S ORDER NO. 14-048 | DATE 5-14-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP 6:30 - 9:30

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
320						

QUAN.	DESCRIPTION	AMOUNT
1		
2	Fill dirt To	
3	Crescent Lake	
4	From Fenwick Pit	2
5		
6	Milling From	
7	Asphalt Plant	1
8		
9		
10		
11		
12		

RECEIVED BY Eugene Peebles

A-3705 T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

807703

CUSTOMER'S ORDER NO. | DATE 5/15/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF CONCRETE	
2		FROM CRESENT LAKE	
3		TO FENWICK PIT	
4		"STORM RELATED"	
5			
6			
7			
8			
9			
10		TRUCK # D-29	
11			
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

807702

(1)

CUSTOMER'S ORDER NO. | DATE 5/15/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF MILLING	
2		TO CRESENT LAKE	
3		"STORM RELATED"	
4			
5			
6			
7			
8			
9			
10			
11		TRUCK # D-29	
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

807701

(4)

CUSTOMER'S ORDER NO. | DATE 5/15/14

NAME ROADS INC,

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF FILL	
2		TO CRESENT LAKE	
3		"STORM RELATED"	
4			
5			
6			
7			
8			
9			
10			
11		TRUCK #D-29	
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648450

(3)

CUSTOMER'S ORDER NO. | DATE 5/15/14

NAME ROADS INC,

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF FILL	
2		TO CRESENT LAKE	
3		"STORM RELATED"	
4			
5			
6			
7			
8			
9			
10			
11		TRUCK # D-29	
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648449

(2)

CUSTOMER'S ORDER NO.	DATE 5/15/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF FILL	
2		TO CRESENT LAKE	
3		"STORM RELATED"	
4			
5			
6			
7			
8			
9			
10		TRUCK # D-29	
11			
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648448

(1)

CUSTOMER'S ORDER NO.	DATE 5/15/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF FILL	
2		FROM SHOP TO	
3		CRESENT LAKE	
4		"STORM RELATED	
5			
6			
7			
8			
9			
10		TRUCK # D-29	
11			
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823863

Tony Transport

CUSTOMER'S ORDER NO. | DATE 15 May 14

NAME Roads Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load mixes	
3		
4		
5	5th item Related	
6		
7		
8		
9		
10	Anthony	
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823862

Tony Transport

CUSTOMER'S ORDER NO. | DATE 15 May 14

NAME Roads Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load Broken	
3	Concrete	
4		
5	to Fill wall	
6		
7		
8		
9		
10	Anthony	
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823861

Tony's Transport

CUSTOMER'S ORDER NO. | DATE 15 May 14

NAME Roads INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load Mixing	
3		
4		
5	Storm Relief	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823860

Tony's Transport

CUSTOMER'S ORDER NO. | DATE 15 MAY 14

NAME ROADS INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load Clay	
3		
4		
5	Storm Relief	
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823859

Tony's Transport

CUSTOMER'S ORDER NO. | DATE 15 May 14

NAME Roads Inc

ADDRESS Roseau Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Clay Load	
3		
4		
5	5 Item Reload	
6		
7		
8		
9	Cathy C	
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823858

Tony's Transport

CUSTOMER'S ORDER NO. | DATE 15 May 14

NAME Roads Inc

ADDRESS Roseau Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Clay	
3		
4		
5	5 Item Reload	
6		
7		
8		
9	Cathy C	
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

703901

CUSTOMER'S ORDER NO. Roads Inc | DATE 5/15

NAME Tonys Trans 772

ADDRESS Pensacola

CITY, STATE, ZIP FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2		Heaton Pit	
3			
4		Cresent Lake	
5			
6		Fill dirt	
7			
8			
9		STORM	
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823864

Tom's Transport

CUSTOMER'S ORDER NO. | DATE 19 May 14

NAME ROADS INC

ADDRESS Cresent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2	1	Load Clay	
3			
4		Storm Related	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

703902

CUSTOMER'S ORDER NO.	DATE
Roads inc	5/15
NAME	Tonys Trans 722
ADDRESS	Crescent Lake
CITY, STATE, ZIP	Pensacola FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	Pit run	
3		
4	Heaton Pit	
5		
6	Crescent	
7		
8		
9	~~STORM~~	
10		
11		
12		

RECEIVED BY BCR

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

703903

CUSTOMER'S ORDER NO.	DATE
Roads Inc	5/15
NAME	Tonys Trans 722
ADDRESS	Crescent Lake
CITY, STATE, ZIP	Pensacola FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	Crescent Lake	
3		
4	fill dirt	
5		
6	Heaton Pit	
7		
8		
9	~~STORM~~	
10		
11		
12		

RECEIVED BY BCR

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

751436

CUSTOMER'S ORDER NO. Job-14-048 | DATE 5-14-14

NAME CRESET LAKE

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		SAND	
3		LOADS-1	
4			
5			
6		STORM RELATED	
7			
8			
9			
10			
11			
12			

RECEIVED BY Robert Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751435

CUSTOMER'S ORDER NO. Job-14-048 | DATE 5-14-14

NAME CRESENT LAKE

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.		DESCRIPTION	AMOUNT
1			
2		FILL-DIRT	
3			
4		STORM RELATED	
5			
6			
7			
8		LOADS-1	
9			
10			
11			
12			

RECEIVED BY Robert Howard

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

860539

CUSTOMER'S ORDER NO. 14-048 | DATE 5/9/14

NAME Crescent Lake

ADDRESS Storm Repair

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
2:30-6:30 (4 hrs)						

QUAN.	DESCRIPTION	AMOUNT
1		
2		
3	(2 loads fill dirt	
4		
5		
6	ft Stove Blvd Pit	
7		
8	to job	
9		
10		
11		
12		

RECEIVED BY R. Galloway DT 305

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

703905

CUSTOMER'S ORDER NO. Roads Inc | DATE 5/19

NAME Tonys 722

ADDRESS Crescent Lake

CITY, STATE, ZIP Pensacola

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	fill dirt	
3		
4	Roofing Pit	
5		
6		
7	4 STORMS	
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

774347

CUSTOMER'S ORDER NO. | DATE 9 MAR 14

NAME Roads INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load Fill	
3		
4	Storm Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

703904

CUSTOMER'S ORDER NO. Roads Inc | DATE 5/19

NAME Tonys Transport 722

ADDRESS Crescent Lake

CITY, STATE, ZIP Pensacola FL

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	Fill dirt	
3		
4	Rock on Pit	
5		
6	Crescent Lake	
7		
8		
9	& STORM	
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

792666

CUSTOMER'S ORDER NO.

DATE 5-9-14

NAME Crescent Lake

ADDRESS Storm Related.

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2		
3	1 Zd	
4	Fill Dirt	
5		
6		
7		
8	Suncoast	
9	#60	
10		
11		
12		

RECEIVED BY Stan Pun

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

751384

14-048

CUSTOMER'S ORDER NO. Storm Related

DATE 5-9-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP 12:30 - 6:00

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
235						

QUAN.	DESCRIPTION	AMOUNT
1		
2	Broken Concrete	
3	From Crescent	
4	Lake To Fowler	2
5		
6	Fill dirt To	
7	Crescent Lake	2
8		
9		
10		
11		
12		

RECEIVED BY Emma Fowler

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

535105

CUSTOMER'S ORDER NO. 14-048 DATE 5-9-14

NAME Cresent Lake (Emergency)

ADDRESS

CITY, STATE, ZIP 12:30 - 5:00

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
265						

QUAN.		DESCRIPTION	AMOUNT
1		~~Fill~~ Root Fire	1
2		Debris to Evergreen	
3		Pit	
4		(1)	
5			
6		Fill Dirt Haul	11
7			
8		(2)	
9			
10		(Storm Related)	
11			
12			

RECEIVED BY Lupence

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

681139

CUSTOMER'S ORDER NO. DATE MONDAY 5/12/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP CRESWELL OR

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
195						

QUAN.		DESCRIPTION	AMOUNT
1			
2		(3) LOADS	
3		FILL DIRT	
4		HAULED	
5			
6			
7			
8			
9			
10		TIME - 5:15 OPEN - 7:00pm	
11			
12			

RECEIVED BY Scott Mors

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823852

Tony's Trasport

CUSTOMER'S ORDER NO. | DATE 13 May 14

NAME Roads Inc

ADDRESS Cresent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load - Clay	
3		
4	Storm Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

823853

Tony's Trasport

CUSTOMER'S ORDER NO. | DATE 13 May 14

NAME Roads Inc

ADDRESS Cresent Valley

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 Load BW	
3		
4	Storm Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

751432

CUSTOMER'S ORDER NO.	DATE
Job-14-048	5-12-14

NAME: CRESET LAKE

ADDRESS:

CITY, STATE, ZIP:

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
325						

QUAN.	DESCRIPTION	AMOUNT
1		
2	FILL-DIRT	
3		
4	STORM RELATED	
5		
6		
7	LOADS-3	
8		
9		
10		
11		
12	5:00-7:00	
	2 HRS	

RECEIVED BY: Robert Howard

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774331

Tony's Trashmoval

CUSTOMER'S ORDER NO.	DATE
	8 MAY 14

NAME: ~~ROADS~~ INC

ADDRESS: Cresent Lake

CITY, STATE, ZIP:

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BW Load	
3		
4	5 Loam Reload	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY:

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774333

Tony's Trading

CUSTOMER'S ORDER NO. | DATE 8 MAY 14

NAME ROADS INC

ADDRESS CRESCENT LAKE

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Loads	
3		
4	Storm Related	
5		
6		
7	Cathy P C	
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774332

Tony Trading

CUSTOMER'S ORDER NO. | DATE 5 MAY

NAME ROADS INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Load	
3		
4	Storm Related	
5		
6		
7	Cathy P C	
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774334

CUSTOMER'S ORDER NO. | DATE 8 May 14

NAME ROADS INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Load	
3		
4	5 Yards Rotatil	
5		
6		
7		
8		
9	Anthony	
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774335

Tonys Transport

CUSTOMER'S ORDER NO. | DATE

NAME ROADS INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Load	
3		
4	5 Yards Rotatil	
5		
6		
7		
8	Anthony	
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774336

Tony Thurston

CUSTOMER'S ORDER NO. | DATE 8 May 14

NAME Roads Inc

ADDRESS Oakes Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Load	
3		
4	Storm Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774337

Tonys Tarpaulin

CUSTOMER'S ORDER NO. | DATE 8 May 14

NAME Roads Inc

ADDRESS Oakes Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN Load	
3		
4	Storm Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774338

CUSTOMER'S ORDER NO. | DATE 8 MAY 14

NAME ROADS INC

ADDRESS Pleasant Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN LOAD	
3		
4	Steam Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774339

Tony's Pumped

CUSTOMER'S ORDER NO. | DATE 8 MAY 14

NAME ROADS INC

ADDRESS Pleasant Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2	1 BN LOAD	
3		
4	Steam Related	
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

792664

Day 1

CUSTOMER'S ORDER NO.	DATE 5-6-14
NAME Crescent Lake	
ADDRESS Storm Related.	
CITY, STATE, ZIP Suncoast #60	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2			
3			
4	1	2d.	
5		Fill DIRT	
6			
7			
8			
9		Suncoast	
10		#60	
11			
12			

RECEIVED BY Stan Pinner

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774330

CUSTOMER'S ORDER NO.	DATE 8 May 14
NAME Reads Inc	
ADDRESS Crescent Lake	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1			
2		1 BN Load	
3		Storm Related	
4			
5		Quality L&L	
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

Suncoast 792665

#60 Day 1

CUSTOMER'S ORDER NO. | DATE 5-6-14

NAME Crescent Lake.

ADDRESS Storm Related

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1		
2		
3	1 Ld	
4		
5	Fill DRT	
6		
7		
8		
9	Suncoast	
10	#60	
11		
12		

RECEIVED BY Stan Pinc

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774328

Tony's TRANSFER

CUSTOMER'S ORDER NO. | DATE 7 May 14

NAME ROADS INC

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 BN Load	
2		
3	Storm Related	
4		
5		
6		
7		
8		
9		
10		
11	Anthony C	
12		

RECEIVED BY

A-3705 T-46240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

774329

Tony's Transport

CUSTOMER'S ORDER NO. | DATE 7 may 14

NAME Roads Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 BN Load	
2	Storm Related	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

774327

Tony Transport

CUSTOMER'S ORDER NO. | DATE 7 may 14

NAME Roads Inc

ADDRESS Crescent Lake

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 BN Fill	
2	Storm Related	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648437

CUSTOMER'S ORDER NO.	DATE 5/12/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 LOAD OF FILL FROM	
2	FENWICK TO CRESENT LAKE	
3	"STORM RELATED"	
4		
5		
6		
7		
8		
9		
10		
11	TRUCK # D-29	
12		

RECEIVED BY D. HARRIS HAULING

A-3705
T-48240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648419

(1)

CUSTOMER'S ORDER NO.	DATE 5/12/14
NAME ROADS INC.	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 LOAD OF FILL	
2	TO CRESENT LAKE	
3	"STORM RELATED"	
4		
5		
6		
7		
8		
9		
10		
11	TRUCK # D-29	
12		

RECEIVED BY D. HARRIS HAULING

A-3705
T-48240/46250 **KEEP THIS SLIP FOR REFERENCE** 01-11

648438

CUSTOMER'S ORDER NO. | DATE 5/12/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 LOAD OF FILL FROM	
2	FENWICK TO CRESENT LAKE	
3	"STORM RELATED"	
4		
5		
6		
7		
8		
9		
10		
11	TRUCK # D-29	
12		

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648439

CUSTOMER'S ORDER NO. | DATE 5/12/14

NAME ROADS INC.

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	1 LOAD OF FILL FROM	
2	FENWICK TO CRESENT LAKE	
3	"STORM RELATED"	
4		
5		
6		
7		
8		
9		
10		
11	TRUCK # D-29	
12		

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#1

648436

CUSTOMER'S ORDER NO.

DATE 5/12/14

NAME ROADS INC

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUAN.		DESCRIPTION	AMOUNT
1		1 LOAD OF FILL	
2		FROM FENWICK TO	
3		CRESENT LAKE	
4		"STORM RELATED"	
5			
6			
7			
8			
9			
10			
11		TRUCK #D-29	
12			

RECEIVED BY D. HARRIS HAULING

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

681135

MONDAY

CUSTOMER'S ORDER NO.

DATE 5/12/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP (BLUE SPRUCE RD)

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.		DESCRIPTION	AMOUNT
1		FILL @ LOT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Towns

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#2

681136

MONDAY

CUSTOMER'S ORDER NO. | DATE 5/12/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP BLUE SPRINGS MO

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

#3

681137

MONDAY

CUSTOMER'S ORDER NO. | DATE 5/12/14

NAME CRESCENT LAKE

ADDRESS STORM RELATED

CITY, STATE, ZIP BLUE SPRINGS MO

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
295						

QUAN.		DESCRIPTION	AMOUNT
1		FILL DIRT	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Scott Morris

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648313

CUSTOMER'S ORDER NO. APS truck #12 | DATE 5-12-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1	18	yds. of sandy	
2		fill from	
3		Fenwick Pit	
4		to Crescent Lake	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Theo Irvin

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

648314

CUSTOMER'S ORDER NO. APS truck #12 | DATE 5-12-14

NAME Crescent Lake

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	AMOUNT
1	18	yds. of sandy	
2		fill from	
3		Fenwick Pit	
4		to Crescent Lake	
5			
6			
7			
8			
9			
10			
11			
12			

RECEIVED BY Theo Irvin

A-3705
T-46240/46250 KEEP THIS SLIP FOR REFERENCE 01-11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/5/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 83 Low Temp: 63	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project removing debris, such as broken concrete, broken asphalt, and a pathfinder suv. The contractor did not truck any of the debris from the project on this date. The debris were just removed from the wasout area where the road is to be reconstructed. Also coordinating with the utility companies for the replacement of the utilities. Also uncovering the existing roadway of the fill material to be used for backfill. (2) Utility Services was on site pumping the sanitary sewer from the east end of the roadway to the west end of the roadway around the washout area. (3) ECUA was on site tying in the water service lines to the water main and stopping leaks.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Monday	Contract Day: 1	Total Days:
Visitors: Jeff Helms (Atkins), John McDonald (Atkins)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt	1	8.0	Foreman			Skilled	3	10.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Utility Services	Supt			Foreman	1	6.0	Skilled	3	6.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility ECUA	Supt	1	4.0	Foreman			Skilled	2	4.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	10.0
1	EX-8	Komatsu Excavator	1	1	10.0
1	D-1	Komatsu Dozer	1	1	10.0
1	N/A	Sierra Z-71 4x4 pickup truck	1	1	8.0
2	02	F-250 Pickup truck	1	1	6.0
2	1	Frontend loader	1	1	6.0
2	N/A	Thompson water Pump with fuel tank	1	1	6.0
3	1863A	F-350 Pickup truck	1	1	4.0

Date: 5/5/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
			Temporary Erosion Control (Hay Bales)			40	EACH
			Began removing sediment by hand			25	CY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 3:30pm	8.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/6/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 83 Low Temp: 63	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project removing debris, such as broken concrete, broken asphalt and soil from the wash out area of the roadway. Also coordinating with the utility companies for the replacement of the utilities. Hauled in 27 loads of fill material. Nothing hauled out at this time. Also uncovering the existing roadway of the fill material to be used for backfill. (2) Danella Const. was on site relocating 4 power poles on the south side of the roadway for the tempory roadway placement. (3) Gulf Power was on site transfering the power line to the new poles on the south side of the road. (4) ECUA was on site tying in the water service lines to the water main and stopping leaks.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Tuesday	Contract Day: 2	Total Days:
Visitors: John McDonald (Atkins) Jeremy King (County), Omer Eacret (County)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt	1	2.0	Foreman	1	11.0	Skilled	3	11.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Danella Const	Supt			Foreman	1	8.0	Skilled	2	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility Gulf Power	Supt			Foreman			Skilled	4	5.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility ECUA Utilities	Supt			Foreman	1	4.0	Skilled	4	4.0
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	10.0
1	EX-8	Komatsu Excavator	1	1	10.0
1	D-1	Komatsu Dozer	1	1	10.0
1		Sierra Z-71 4x4 pickup truck	1	1	2.0
2	A8071D	Silverado 4x4 Pickup truck	1	1	8.0
2	U3513	Ingersoll Rand Comperssor	1	1	8.0
2	H5051D	Bucket Truck	1	1	8.0
2	TT09	Utility Traler	1	1	8.0
3		SEE PAGE 3 OF 3			

Date: 5/6/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Fill material hauled in	7:30am	7:00pm	702	CY
2			Placement of 4 power poles				
3			Transfer power to 3 power poles				
4			Eager Beaver removed 7-24" pine trees			7	
4			Removed large limbs from oak tree.			1	
5			QCFS transferred cable lines to new poles				

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:30am	TO: 7:00pm	11.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/7/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 83 Low Temp: 63	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General:			
(1)Roads Inc. was on the Blue Springs Rd. project hauling in fill material and removing debris such as broken concrete and broken asphalt. Also placing material for the temporary roadway and access for the utility trucks.			
(2)Gulf Power was on the jobsite connecting the power to the last pole at 915 Blue Springs Rd.			
(3) ECUA was on the jobsite pumping out the sewer manholes in front of 918 Blue Springs Rd..			
(4) AT&T was on site placing the telephone lines onto the new pole locations.			
(6) Pittman and Glaze (SEE PAGE 3)			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Wednesday	Contract Day: 3	Total Days:
Visitors: Jeff Helms (Atkins), John McDonald (Atkins) Jeremy King (County)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt	1	2.0	Foreman	1	11.0	Skilled	3	11.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Gulf Power	Supt			Foreman			Skilled	2	2.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility ECUA	Supt			Foreman			Skilled	3	5.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility AT&T	Supt			Foreman			Skilled	2	5.0
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	10.0
1	EX-8	Komatsu Excavator	1	1	10.0
1	D-1	Komatsu Dozer	1	1	10.0
1		Sierra Z-71 4x4 pickup truck	1	1	2.0
2	A8071D	Silverado 4x4 Pickup truck	1	1	8.0
2	U3513	Ingersoll Rand Comperssor	1	1	8.0
2	H5051D	Bucket Truck	1	1	8.0
2	TT09	Utility Traler	1	1	8.0
3		SEE PAGE 3 OF 3			

Date: 5/7/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM) Beginning	Time (AM/PM) Ending	Installed Qty.	Installed Units
1			Fill material hauled in	7:30am	7:00pm	594	CY
1			Loads of debris removed			126	CY
3			Removed damaged drain pipe			40	LF
4			Placing new phone lines on 3 poles				
7			Removed existing curb debris			490	LF
			Remove Asphalt Debris			510	SY
			Sawcut existing asphalt			120	LF
			Remove existing concrete debris			260	SY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 7:00pm	11.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/8/14	Contract ID:	Financial Project ID:	Inspector:

High Temp: 81 Low Temp: 63	AM Conditions: PC	PM Conditions: PC

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project excavating and placing sewer pipe down the center of the existing roadway between and 921 Blue Springs Rd. Also set a sewer manhole in the center of the existing radway at 921 and Blue Springs Rd. (2)ECUA was on East Shore Dr. assisting the vacumm truck cleaning out inlets. (3)AT&T was on site placing the telephone lines onto the new pole location at 915.. (4)) PittmanGlaze and Associates was on site surveying on Blue Springs Rd., Fairview Dr. and East Shore Dr. Walk through with Stacy Hayden (ECUA) to discuss which sewer & water lines to be replace.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Thursday	Contract Day: 4	Total Days:
Visitors: Jeff Helms (Atkins), John McDonald (Atkins) Jeremy King (County), Stacy Hayden (ECUA)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	1	11.0	Skilled	5	11.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility ECUA	Supt			Foreman			Skilled	3	5.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility AT&T	Supt			Foreman			Skilled	2	2.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	10.0
1	EX-8	Komatsu Excavator	1	1	10.0
1	D-1	Komatsu Dozer	1	1	10.0
2		Utility truck	2	2	5.0
3		Bucket Truck	1	1	2.0
3		Work van	1	1	2.0
4		F-150 pickup trucks	2	2	8.0

Date: 5/8/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM) Beginning	Time (AM/PM) Ending	Installed Qty.	Installed Units
1			Sewer Manholes	7:30am	7:00pm	2	EA
1			Sewer Pipe			170	LF
1			Removal of fill material from East Shore			180	CY
3			Pumping out sewer				
4			Placing new phone lines on 1 poles				
			Pumped Sewer water from Damage area to Manhole			1	LS
			Removed damaged sewer pipe Removed (4" avg.) gravel under damaged sewer pipe			170 21	LF CY
			Adjused new manholes to match finished grade			2	EA

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 6:30pm	11.0

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/9/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 80 Low Temp: 69	AM Conditions: Cloudy	PM Conditions: Cloudy / Rain

Remarks			
General:			
(1)Roads Inc. was on the Blue Springs Rd. project excavating and placing plywood in front of the broken inlet between 919 and 921 Blue Springs Rd. prepairing for the projected rain. Removing the fill material from the roadway at East Shore Dr., placing silt fence on the east side of East Shore Dr. placed turbtity barrier at the east side of the lakes water front, placed plywood and fabric in front of the existing inlet at 919 Blue Springs Rd., Installed the new sewer lines for 915 and 915 Blue Springs Dr. Filled in a large whole with fill material at 3575 Rainbow Dr. and placed fill on Blue Springs.			
(2)ECUA was on Blue Springs Rd. pumping out the sewer tanks at 918 and 919 Blue Springs Rd.			
(3) PittmanGlaze and Associates was on site surveying on Blue Springs Rd. and Fairview Dr.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Friday	Contract Day: 5	Total Days:
Visitors: Jeff Helms (Atkins), John McDonald (Atkins)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	2	9.0	Skilled	5	9.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility ECUA	Supt			Foreman			Skilled	3	2.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility Pitt Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	9.0
1	EX-8	Komatsu Excavator	1	1	9.0
1	D-1	Komatsu Dozer	1	1	9.0
1	26080	Mini Excavator	1	1	9.0
1	SW-19	Vib Roller	1	1	4.0
1	L-13	Frontend loder	1	1	9.0
1		Dump Trucks, DT-330,DT-325, and DT-305	3	3	9.0
2		Utility truck	1	1	2.0
3		F-150 pickup trucks	1	1	8.0

Date: 5/9/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM) Beginning	Time (AM/PM) Ending	Installed Qty.	Installed Units
			Remove existing asphalt debris			365	SY
1			Sewer Pipe connections to 915 & 919			85	LF
1			Fill Material hauled in			504	CY
1			Excavation of Material			288	CY
1			Silt Fence			500	LF
1			Turbitity barrier			200	LF
			Remove existing concrete debris			186	SY
			Remove existing curb debris			350	LF
			Removed damaged sewer pipe			85	LF
			Removed (4" avg.) gravel under damaged sewer pipe			11	CY
			Remove Unsuitable Materail			54	CY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:30am	TO: 6:30pm	11.0

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/10/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 79 Low Temp: 69	AM Conditions: Cloudy	PM Conditions: Cloudy

Remarks
General:
(1)Roads Inc. was on the Blue Springs Rd. project excavating and placing the new sewer lines
for houses at 918 and 920 Blue Springs Rd. Also hauling in fill material being placed as
embankment in the washed out area of the existing roadway.
(2) PittmanGlaze and Associates was on site surveying on Blue Springs Rd. and Fairview Dr.

Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Saturday	Contract Day: 6	Total Days:
Visitors: Jeff Helms (Atkins)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	1	8.0	Skilled	2	8.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	4.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	8.0
1	EX-8	Komatsu Excavator	1	1	8.0
1	D-1	Komatsu Dozer	1	1	8.0
1	26080	Mini Excavator	1	1	8.0
1	SW-19	Vib Roller	1	0	0
1	L-13	Frontend loder	1	1	8.0
1		Dump Trucks, DT-300,DT-265,DT-295, and DT-240	4	4	8.0
2		F-150 pickup truck	1	1	4.0

Date: 5/10/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Residential Sewer Laterals	7:30am	3:30pm	462	LF
1			Fill Material hauled in (18 CY per load)			756	CY
			Removed damaged sewer latterals			462	LF

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 8:00am	TO: 12:00pm	4.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/11/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 79 Low Temp: 69	AM Conditions: Cloudy	PM Conditions: Cloudy

Remarks			
General: (1)Roads Inc. was not on the Blue Springs Rd. project.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Sunday	Contract Day: 7	Total Days:
Visitors:			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	0	0
1	EX-8	Komatsu Excavator	1	0	0
1	D-1	Komatsu Dozer	1	0	0
1	26080	Mini Excavator	1	0	0
1	SW-19	Vib Roller	1	0	0
1	L-13	Frontend loder	1	0	0
1		Dump Trucks, DT-300,DT-265,DT-295, and DT-240	4	0	0

Date: 5/11/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☐ YES ☒ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☐ YES ☒ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: ----------	TO: ----------	----------

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/12/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 84 Low Temp: 70	AM Conditions: PC	PM Conditions: PC

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project excavating and placing the new sewer lines for houses at 917 Blue Springs Rd. also placed the sewer manhole in the center of the roadway in front of 917 Blue Springs Rd. Also hauling in fill material being placed as embankment in the washed out area of the existing roadway and hauling in and placing milling material for the temporary roadway. (2) PittmanGlaze and Associates was on site surveying on east end of Blue Springs Rd.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Monday	Contract Day: 8	Total Days:
Visitors:			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	2	11.0	Skilled	2	11.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	11.0
1	EX-8	Komatsu Excavator	1	1	11.0
1	D-1 / D-17	Komatsu Dozer / John Deere	1	1	11.0
1	26080	Mini Excavator	1	0	0
1	SW-19	Vib Roller	1	0	0
1	L-13	Frontend loder	1	1	11.0
1		Dump Trucks (D. Harris Haulinh D-29)	4	4	10.0
1		Dump Trucks (Kirkland Trucking #18 and #1)	1	1	10.0
2		F-150 pickup truck	1	1	8.0

Date: 5/12/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Residential Sewer Latterals	7:30am	3:30pm	153	LF
1			Fill Material hauled in (18 CY per load)			288	CY
1			Milling Material for the Temp. roadway.			828	SY
			6" Base Subgrade for Temp Road			828	SY
			Removed damaged sewer latterals			153	LF
			8" Stablization for Temp Road			828	SY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 6:00pm	11.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/13/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 85 Low Temp: 69	AM Conditions: PC	PM Conditions: PC

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project assisting ESP with the placement and tie ends of the gas service lines for 922, 920 and 916 Blue Springs Rd.. Also Roads Inc. started replacing the warter main along the south side of Blue Springs Rd. Roads Inc has also been hauling in fill material for the embankment portion of the mainline in the washed out area of Blue Springs Rd. (2) PittmanGlaze and Associates was on site surveying on east end of Blue Springs Rd. Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Tuesday	Contract Day: 9	Total Days:
Visitors:			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	2	8.0	Skilled	3	11.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	11.0
1	EX-8	Komatsu Excavator	1	1	11.0
1	D-1 / D-17	Komatsu Dozer / John Deere	1	1	11.0
1	26080	Mini Excavator	1	1	11.0
1	SW-19	Vib Roller	1	0	0
1	L-13	Frontend loder	1	1	
1		Dump Trucks (Tony's Transport #5, T-722)	2	2	4.0
2		F-150 pickup truck	1	1	8.0

Date: 5/13/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Gas service tie end	7:30am	3:30pm	3	EA
1			Fill Material hauled in (18 CY per load)			36	CY
1			Water main placement				

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 6:00pm	11.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/14/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 73 Low Temp: 53	AM Conditions: PC / Windy	PM Conditions: PC

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project sealing and vacuum testing sewer manholes 1 and 2 in the center of the roadway. The vacuum testing was verfied by Eric Ball from the county. Also hauling in 3 loads of milling material fort the driveways at 916, 918 and 920 Blue Springs Rd. for the temporary roadway. (2) PittmanGlaze and Associates was on site surveying on east end of Blue Springs Rd. (3) ECUA was on the jobsite verifying the vacuum testing on the sewer manholes and placing a new water meter for the service at 922 Blue Springs Rd.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Wednesday	Contract Day: 10	Total Days:
Visitors: Chris Curb (County) Eric Ball (County)			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	2	8.0	Skilled	3	8.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility ECUA	Supt			Foreman			Skilled	3	4.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	8.0
1	SW-19	Vib Roller	1	1	8.0
1	D-17	Komatsu Dozer / John Deere	1	1	8.0
1	26080	Mini Excavator	1	1	8.0
1	L-13	Frontend loder	1	1	8.0
1		Dump Trucks, DT-240,DT-310,DT-320,	3	3	8.0
1	UT-18	Utility Trailer	1	1	8.0
2		F-150 pickup truck	1	1	8.0
3	1243A/208A	Utility Truck / F-150 Pick up truck	2	2	8.0

Date: 5/14/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Milling Material for temp road	7:30am	3:30pm	180	SY
3			New Water meter			1	EA
			Fill material			450	CY
			6" Base for Temp Road			180	SY
			Excavation of Material			36	CY
			8" Stablization for Temp Road			180	SY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 3:30pm	8.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/15/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 73 Low Temp: 53	AM Conditions: PC	PM Conditions: PC

Remarks
General:
(1)Roads Inc. was on the Blue Springs Rd. project placing milling material for the temporary roadway, placing embankment fill material for the mainline radway and removing concrete debris from the jobsite.
(2) PittmanGlaze and Associates was on site surveying on east end of Blue Springs Rd.
(3) ECUA was on the jobsite pumping out the sewer manholes with the large vacuum truck.

Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Thursday	Contract Day: 11	Total Days:
Visitors:			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman	2	8.0	Skilled	3	8.0
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility ECUA	Supt			Foreman			Skilled	2	3.0
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	8.0
1	SW-19	Vib Roller	1	1	8.0
1	D-17	Komatsu Dozer / John Deere	1	1	8.0
1	L-13	Frontend loder	1	1	8.0
1	UT-18	Utility Trailer	1	1	8.0
1		Dump Trucks, Tony's T-722, #5, Don Harris D-29	3	3	8.0
1					
2		F-150 pickup truck	1	1	8.0
3	1810A	Vacuum Truck	1	1	3.0

Date: 5/15/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM) Beginning	Time (AM/PM) Ending	Installed Qty.	Installed Units
1			Milling Material for temp road	7:30am	3:30pm	234	SY
1			Fill material hauled in			180	CY
1			Cooncrete debris removed			36	CY
			Remove existing concrete debris			112	SY
			Remove existing curb debris			210	LF
			6" Base for Temp Road			234	SY
			Remove existing asphalt			219	SY
			8" Stablization for Temp Road Remove Unsuitable Materail			234 36	SY CY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
	☒	☐	☐	☐
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CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 4:00pm	7.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/16/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 81 Low Temp: 64	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General: (1)Roads Inc. was on the Blue Springs Rd. project placing MOT drums around the exposed services and at both ends of the jobsite prepairing for the weekend. Also removing the left over unused sewer pipe from the jobsite. Removing sand from the roadway and yards and placing it in the embankment area. Roads Inc. placed notices on the doors of all the homes informing them of the water shut off scheduled between 10:00am and 3:00pm on Monday 5-19-14 in order to tie in the main water line.			
(2) PittmanGlaze and Associates was on site surveying on west end of Blue Springs Rd.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Friday	Contract Day: 12	Total Days:
Visitors:			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman			Skilled	3	
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	1	8.0
1	SW-19	Vib Roller	1	0	0
1	D-17	Komatsu Dozer / John Deere	1	0	0
1	L-13	Frontend loder	1	1	8.0
1	UT-18	Utility Trailer	1	1	8.0
1		Dump Trucks, Tony's T-722, #5, Don Harris D-29	3	3	8.0
1					
2		F-150 pickup truck	1	1	8.0
3	1810A	Vacuum Truck	1	1	3.0

Date: 5/16/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 4:00pm	7.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/17/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 81 Low Temp: 64	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General: (1)Roads Inc. was not working on the Blue Springs Rd. project.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Saturday	Contract Day: 13	Total Days:
Visitors:			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	0	0
1	SW-19	Vib Roller	1	0	0
1	D-17	Komatsu Dozer / John Deere	1	0	0
1	L-13	Frontend loder	1	0	0
1	UT-18	Utility Trailer	1	0	0

Date: 5/17/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☐ YES ☒ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☐ YES ☒ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: ----------	TO: ----------	----------

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/18/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 81 Low Temp: 64	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General: (1)Roads Inc. was not working on the Blue Springs Rd. project.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Sunday	Contract Day: 14	Total Days:
Visitors:			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
2.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-19	John Deere Frontend Loder	1	0	0
1	SW-19	Vib Roller	1	0	0
1	D-17	Komatsu Dozer / John Deere	1	0	0
1	L-13	Frontend loder	1	0	0
1	UT-18	Utility Trailer	1	0	0

Date: 5/18/14	Contract ID:

Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE
PURSUIT OF THE WORK: ☐ YES ☒ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☐ YES ☒ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: ----------	TO: ----------	----------

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DAILY REPORT OF CONSTRUCTION

700-010-13
CONSTRUCTION
05/05

Date: 5/19/14	Contract ID:	Financial Project ID:	Inspector: K. Cutting

High Temp: 82 Low Temp: 70	AM Conditions: Clear	PM Conditions: Clear

Remarks			
General:			
(1)Roads Inc. was on the Blue Springs Rd. project tying in the new water main on the south side			
of the roadway. The new water line placement was inspected by Eric Ball with ECUA.			
Roads also placed fill material in the embankment area of the wash out area and placed milling			
material for the driveways at 920, 922 and 925 Blue Springs Rd.			
(2) PittmanGlaze and Associates was on site surveying the washed out area behind the houses			
between Fairview Dr. and East Shore Dr.			
Accidents: ☒No ☐Yes See Accident Report Dated:	Day of Week: Monday	Contract Day: 15	Total Days:
Visitors:			

Contractor(s) and Personnel

#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Roads Inc.	Supt			Foreman			Skilled	3	
		Semi skilled			Common			Trainee		
2.	Sub/Utility Pittman Glaze	Supt			Foreman			Skilled	3	8.0
		Semi skilled			Common			Trainee		
3.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)

Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	L-13	John Deere Frontend Loder	1	1	8.0
1	SW-19	Vib Roller	1	0	0
1	D-17	Komatsu Dozer / John Deere	1	0	8.0
1	EX-19	Mini Excavator	1	1	8.0
1	UT-18	Utility Trailer	1	1	8.0
1		Dump Trucks, Tony's T-722, #5, Roads DT-305	3	3	8.0
1					
2		F-150 pickup truck	1	1	8.0

Date: 5/19/14	Contract ID:

Estimated Work Performed

Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1			Embankment Fill Material	7:00am	4:00pm	18	SY
1			6" Base for Temp Road			162	SY
			Millings for Temp Road			162	SY
			8" Stablization for Temp Road			162	SY

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
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	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
	FROM: 7:00am	TO: 4:00pm	8.0

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):	
	DATE:

DISTRIBUTION: Original - Project Engineer
Copy - Contractor (as requested)

PURCHASE ORDER NO. 141244

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

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 05/14/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001427	REQ. DATE: 05/13/14
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT JEREMY KING AT 59	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 10-11.065, WORK ORDER PD 10-11.065.7BBB "EMERGENCY REPAIR OF BLUE SPRINGS IN CRESCENT LAKE SUBDIVISION"	341650.8600	341,650.86

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330491	56301	341,650.86	

PAGE TOTAL $	341,650.86
TOTAL $	341,650.86

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY

Original Purchase Order

1400142

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 5/9/2014

2.) Project name: ENGFLOOD 414-

3.) Contract No: 10-11.065. 07 BBB

4.) Description of Services to be Performed:
This is to fund the emergency repair of Blue Springs in Crescent Lake. The work includes sewer replacement, sediment removal, fill, temporary road, water service adjustments, erosion control, tree removal, and other associated tasks for the residents along Blue Springs Ave. The total contract amount is $341,650.86. The total time allocated for the work is 30 days.

5.) Negotiated Cost of Construction: $ $ 341,650.86

6.) Location Work is to be Performed:

Blue Springs Ave.

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/4/2014 or Upon Issuance of Notice to Proceed
Days to Complete 30
Completion Date of Work: 6/3/2014

8.) Estimate of Items from Unit Bid Schedule Required for this Work Order 42

Schedule for Work Requested and Received

_____ Date: _____
Project Manager

Work Order Approved

Joy Tower Date: 5/9/14
Division Chief

Negotiated Work Order Accepted

_____ Date: 5/9/14
Contractor Representative

Work Order Completed

_____ Date: _____
Contractor Representative

Blue Springs Temporary Repair - Crescent Lake ENGFLOOD 414-

PD10-11.065 General Paving and Drainage Pricing Agreement
Valid From October 1, 2013 till September 30, 2014

					Roads, Inc. of NWF	
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	00100	Performance Bond				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$1,050.00	$1,050.00
02100-	00105	Demobilize	1	EA	$750.00	$750.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	3.20	ACRE	$3,900.00	$12,480.00
03100-	00106	Remove Tree, 25"-36"	8	EA	$450.00	$3,600.00
03100-	00112	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post	28	EA	$250.00	$7,000.00
04100-	00101	Earthwork Excavation by machine, County Specs 2300	7000	CY	$3.40	$23,800.00
04100-	00102	Earthwork Excavation by hand, County Specs 2300	25	CY	$20.00	$500.00
04100-	00103	Earthwork Fill, County Specs 2300	4975	CY	$6.75	$33,581.25
04100-	00106	Earthwork Establishing Grade, County Specs 2300	8889	SY	$0.50	$4,444.50
04100-	00108	Remove and Replace Unsuitable Materials	500	CY	$8.75	$4,375.00
04100-	00116	Dewatering, Well Point	500	LF	$14.00	$7,000.00
04100-	00118	Dewatering Pump	30	Day	$150.00	$4,500.00
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1711	SY	$2.00	$3,422.00
05700-	00111	Saw cut Existing Asphalt	120	LF	$1.72	$206.40
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	2444	SY	$1.50	$3,666.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	3000	SY	$10.00	$30,000.00
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$600.00	$600.00
07600-	00103	Flag Man	30	EA/Day	$200.00	$6,000.00
07600-	00113	Type III Barricade	120	EA/Day	$0.30	$36.00
08500-	00103	Remove Existing Concrete, 4" thick	2640	SY	$4.00	$10,560.00
08500-	00106	Remove Curb	1000	LF	$2.00	$2,000.00
08600-	00101	Misc. Concrete	20	CY	$320.00	$6,400.00
09100-	00606	Remove Curb Inlet (including top and bottom)	2	EA	$350.00	$700.00
09100-	00607	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	4	EA	$535.00	$2,140.00
09100-	00609	Connect to Existing Inlet	2	EA	$650.00	$1,300.00
09500-	00103	Pipe Removal, 6"-30", over 60lf	2550	LF	$9.50	$24,225.00
09500-	00106	Remove Gravel from Pipe Bed	37	CY	$25.00	$925.00
10100-	00102	8" Sewer Line Gravity Fed, 0-6' depth, over 60lf	520	LF	$14.00	$7,280.00
10100-	00103	8" Sewer Line Gravity Fed, 6-12' depth, less than 60lf	300	LF	$21.00	$6,300.00
10100-	00105	10" Sewer Line Gravity Fed, 0-6' depth, less than 60lf	200	LF	$20.00	$4,000.00
10300-	00101	Sewer Manhole, 0-6ft depth	3	EA	$2,781.00	$8,343.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	$3,000.00	$3,000.00
10400-	00101	4" Sewer Service Line - Short, less than 12lf	1800	LF	$10.00	$18,000.00
11200-	00101	1" Water Service Line - Short, less than 12lf	450	LF	$10.00	$4,500.00
11200-	00102	1" Water Service Line - Long, over 12lf	900	LF	$9.00	$8,100.00
11400-	00102	Readjust Water Meter	28	EA	$250.00	$7,000.00
13300-	00101	Silt Fence Type III, less than 500lf	500	LF	$1.70	$850.00
13300-	00106	Floating Turbidity Barrier	200	LF	$20.00	$4,000.00
13300-	00109	Baled Hay or Straw	40	EA	$7.75	$310.00
		Sub Totals				$266,944.15
		Performance and Payment Bond (Required for projects over $25,000.00)				$2,669.44
		Grand Total				$269,613.59
		Balance of Line (may not exceed 25% of total cost)	**Qty**	**Units**		
		Increase from 6" GAB to asphalt millings	3000	SY	$6.61	$19,830.00
		Bypass Pumping for SS	1	LS	$14,744.03	$14,744.03
		Emergency Response with backup documentation	1	LS	$36,750.00	$36,750.00

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs Temporary Repair - Crescent Lake
Project ID: ENGFLOOD 414-
Location: Blue Springs Ave.
Project Manager: Jeremy King
Date: 5/8/2014

Joy Tower 5/9/14
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is to fund the emergency repair of Blue Springs in Crescent Lake. The work includes sewer replacement, sediment removal, fill, temporary road, water service adjustments, erosion control, tree removal, and other associated tasks for the residents along Blue Springs Ave. The total contract amount is $341,650.86. The total time allocated for the work is 30 days.

Attached backup documentation: 3 page (s).
RFF/NTP Start Date: 5/4/2014 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by: 30 calendar days.
6/3/2014 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				$ 341,650.86
Contract PD		Contractor: Roads Inc. of NWF		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD: 10-11 065		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (341,650.86)

Bt B 330491 Lot
Rofarm Lot 5-13-14

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature | Transferred by | Transfer Date

Posted to Expenditure Date:

C:\Users\jrking\AppData\Roaming\Microsoft\Excel\Pricing Agreement (version 1).xlsb

Blue Springs Temporary Repair - Crescent Lake ENGFLOOD 414-

PD10-11.065 General Paving and Drainage Pricing Agreement
Valid From October 1, 2013 till September 30, 2014

Section	Category	Sub-Category	Quantity	Units	Roads, Inc. of NWF Unit Price	Ext Cost
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
		Balance of Line Total				$71,324.03
		Additional Performance and Payment Bond				$713.24
		Revised Grand Total with BOL				$341,650.86

Calculations verified
5-13-14
RJ Lambert

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6798 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/25/2014
Issue: Change Order #3 - Dewberry Consultants - $300,000
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #3 to Dewberry Consultants for $300,000 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Change Order #3 to Dewberry Consultants on Purchase Order 141317, in the amount of $300,000, bringing the job total to $1,500,000 or .96% of the estimated identified damages to date.

BACKGROUND:

The role of the Dewberry Consultants is to assist the County in maximizing the amount of funds recovered from FEMA, the State of Florida, NRCS and insurance companies. To date about $157,000,000 in damages has been identified. As of September 5, 2015 a total of 86 projects have been submitted to FEMA. Pending issues include the Central Booking Detention Facility, the Cobb building and work on private property.

BUDGETARY IMPACT:

The Dewberry consultants bill a portion of their time and expense to the FEMA related project in the form of direct administrative cost (DAC). The remaining costs will be offset by staff DAC also compiled on each project.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FEMA Submitted Project List

EMMIE PWs

EMMIE PW #	Application Title	Project Amount (100%)	Category	Project Size	Fedshare Approved ($)	Queue Status	Submission Date
PA-04-FL-4177-PW-00005(0)	ESBLG22 Blue Springs Drive Temporary Road	$ 16,932.20	B	S		Initial Rework	6/19/2014
PA-04-FL-4177-PW-00018(0)	ESCLG21 Bridge Approaches	$ 75,879.71	C	S	$ 56,909.78	Awarded	6/20/2014
PA-04-FL-4177-PW-00021(0)	ESGLP02 Perdido Landfill	$ 182,312.50	G	L		Initial Rework	6/25/2014
PA-04-FL-4177-PW-00102(0)	ESBLM08 Building Inspection Dept.	$ 78,436.84	B	S	$ 58,827.63	Awarded	8/19/2014
PA-04-FL-4177-PW-00111(0)	ESBFM13 - Sheriff's Complex A/C & Chiller Plant	$ 117,129.78	B	L		Grantee	8/22/2014
PA-04-FL-4177-PW-00113(0)	ESALP01-PAAP_ Debris Removal_0-30 day	$ 207,043.34	B	L	$ 175,986.84	Awarded	8/18/2014
Total		$ 677,734.37			$ 291,724.25		6

Backup Documents Requested

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disk Rec'v Date	Info Requested
ESAPW03	Crescent Lake Sediment Debris removal	C	Natalie Calderone	$ 420,000.00	Site Visit	8/6/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014
ESCPW09	Prieto Road	C	Natalie Calderone	$ 471,131.00	Site Visit	8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW10	Smith Fish Camp Rd (West) Swamphouse Rd	C	Terry Anderson	$ 83,440.00	Review	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW12	Bridgedale Rd. Road shoulder and culvert repair	C	Natalie Calderone	$ 65,000.00	Site Visit	8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW13	Chanticleer DR. Asphalt road, curb, and drainage repair incidental sediment	C	Natalie Calderone	$ 170,000.00	Site Visit	8/13/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW14	Calvin/Ronda	C	Natalie Calderone	$ 567,430.00	Site Visit	8/20/2014	8/21/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW15	Copper Ridge, Man-O-War, Citation, Green Hills: Asphalt road, base shoulder, driveway and drainage repair incidental sediment	C	Natalie Calderone	$ 14,000.00	Site Visit	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW23	Grande Lagoon Culvert Asphalt road surface, curb & drainage repair	C	Joe King	$ 5,009.00	Site Visit	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW25	Chimney Pines	D	Natalie Calderone	$ 150,000.00		8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW28	Lake Charlene Road base and asphalt surface repair	C	Natalie Calderone	$ 794,508.00	Site Visit		8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW29	Woodbridge Manor, Little Creek LN, Oak, Valley Dr, Pine Hill Dr. Bridge Creek Dr. Silver Creek Dr.	C	Natalie Calderone	$ 141,820.00		8/14/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW30	Marcus Pointe/Pine Hollow/High Pointe/ Constantine	C	Natalie Calderone	$ 1,323,055.00	Site Visit	8/14/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW31	Meadowbrook/Burning Tree Asphalt road surface, shoulder & drainage repair	C	Natalie Calderone	$ 101,501.00	Site Visit	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW32	New Castle Subdivision Area 2 & Green Pit Pond	C	Joe King	$ 18,500.00	Site Visit	8/7/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disk Rec'v Date	Info Requested
ESCPW37	S Crow Rd. &Li Fair Ditch, Sea Glades/Balsa road base, asphalt surface, shoulder repair	C	Natalie Calderone	$ 167,800.00	Site Visit	8/14/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW38	Sea Glades Sub/Glades/Balsa/N assau Bartram	C	Natalie Calderone	$ 1,118,896.00	Site Visit	8/13/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW41	Winthrop West Area Road base and asphalt surface, shoulder repair	C	Natalie Calderone	$ 380,000.00	Site Visit	8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW63	Kelly Ave	C	Natalie Calderone	$ 125,000.00	Site Visit	8/14/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW54	Wilde Lake Blvd	C	Natalie Calderone	$ 150,000.00	Site Visit	8/14/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW66	Crowne Pointe Rd	C	Natalie Calderone	$ 539,958.02	Site Visit	8/13/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW58	Water Oaks Trail	C	Natalie Calderone	$ 15,000.00	site visit	8/5/2014	8/12/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW62	Stephani Greenhills	C	Natalie Calderone				8/18/2014	Request #3 9-03-2014
ESCPW68	Laramie Drive	C	Natalie Calderone	$ 75,000.00	Site Visit	8/7/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW69	North Loop RD	C	Natalie Calderone	$ 30,000.00		8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW70	South Bay Subdivision	C	Natalie Calderone	$ 50,000.00	site visit	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW71	Newcastle Subdivision - Abbington Area 2 D21	C	Joe King	$ 35,000.00	Site Visit	8/7/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW72	Beulah Helms Intersection	C	Natalie Calderone	$ 4,900.00	site visit	8/5/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW73	Stillbrook Creek Bridge	C	Natalie Calderone	$ 30,000.00	Site Visit	8/7/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESDCE17	Jackson Lakes Box Culvert	D	Natalie Calderone	$ 1,200,000.00		8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW01	Addison Dr. Drainage inlet repair, slope stabilization.	C	Natalie Calderone	$ 10,000.00	Site Visit	8/7/2014	8/11/2014	Request #3 9-03-2014
ESDPW02	Ashford, Turnberry, Cowlyn Road base and asphalt surface, shoulder and drainage repair: Incidental sediment	D	Natalie Calderone	$ 475,579.00	Site Visit	8/20/2014	8/21/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW05	Brownsville Ponds Pond slope & drainage structures repair; remove sediment	D	Natalie Calderone	$ 81,000.00	Site Visit	8/18/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW07	Innerarity Ponds Pond slope & drainage structures repair; remove sediment	D	Natalie Calderone	$ 56,000.00	Site Visit	8/12/2014	8/13/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW22	Gonzalez Ponds	D	Natalie Calderone	$ 287,000.00	Site Visit	8/13/2014	8/18/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW26	Millview Estates	D	Natalie Calderone	$ 25,000.00		8/13/2014	8/18/2014	Request #3 9-03-2014
ESDPW29	Idlewood Dr. Sediment	D	Natalie Calderone	$ 305,000.00	Site Visit	8/14/2014	8/20/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW67	Saufley Pines Road	C	Pakandam	$ 80,000.00		8/6/2014	8/7/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW63	Tecumseh/Clear Creek Farms	C/D		$ 300,000.00		8/7/2014	8/11/2014	Request # 1 - 8-11-2014 Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW27	Ensley Ponds	D	Dickel	$ 35,000.00		8/12/2014	no	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW06	Cantonment_Molino Ponds	D	Dickel	$ 232,181.00		8/12/2014	no	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW08	Myrtle Grove Ponds	D	Dickel	$ 107,852.00		8/12/2014	no	Request #2 - 8-29-2014 Request #3 9-03-2014
ESDPW11	Warrington Ponds	D	Dickel	$ 274,032.00		8/12/2014	no	Request #2 - 8-29-2014 Request #3 9-03-2014

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disk Recv Date	Info Requested
ESCPW80	Pavement Rehabilitation - Campbellton Ln, Chesterfield Rd, Clydesdale Dr, N 77th Ave, Templeton Rd	C	Joe King	$ 1,128,667.00		8/22/2014	8/28/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW79	ESCPW79 - Pavement Rehabilitation - Bay Oaks Dr, Bay Vista Dr, Condado Cir, Oak View Dr, Oakleigh Ct, Primero Ct, and Sandy Oak Dr.	C	Joe King	$ 661,112.00		8/22/2014	8/28/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW78	ESCPW78 Pavement Rehabilitation - Belmark Rd, Rosedown Dr, & Tara Dawn Cir.	C	Joe King	$ 206,445.00		8/22/2014	8/28/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW77	ESCPW77 - Pavement Rehabilitation - Aaron Dr, Basin St, Bolivia St, Creekside Ct, Kramer St, Leepley Rd, W Hope Dr.	C	Joe King	$ 631,845.00		8/22/2014	8/28/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW76	ESCPW76 - Pavement Rehabilitation - LOBLOLLY LN, PINEFOREST RD., BRIDGEWOOD LANE IN WOODBRIDGE SUBDIVISION, & BEULAH SCHOOL RD	C	Joe King	$ 130,000.00		8/22/2014	8/28/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESCPW17	BLUE SPRINGS AREA	C		$ 700,000.00			8/6/2014	Request #2 - 8-29-2014 Request #3 9-03-2014
ESBPW08	Temporary Road Repairs: Blue Springs, Calvin/Rhonda, Constantine, Ferlon, Galvin, Meadowbrook, N Loop & Water Oaks	B		$ 455,149.00				Request #2 - 8-29-2014 Request #3 9-03-2014
Total	49			$ 14,428,818.02				

In progress Pws

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disk Recv Date	Info Requested
ESBCE17	Water Quality Testing	B	Pat Staffieri	$ 42,981.01	Review		8/18/2014	
ESBFM06	Clerks Archives - Water Damage , Demo	B	Cecil Pack	$ 142,452.96				
ESBFM13	Temporary Chillers at Corrections Complex	B	Joe King	$ 898,205.11	TPL			
ESBKI17	Wind Mit Bldg - Water Damage Water remediation & Demo	B	Pat Staffieri	$ 45,500.00				
ESBLM12	Old Sheriff Garage - removal	B	Lendale Mayhew	$ 4,000.00				
ESBPS07	Emergency Protective Measures	B	Pat Staffieri	$ 50,000.00			8/21/2014	
ESBPS24	Hillview Drive Road/Culvert Repair	C	Joe King	$ 34,634.84	QA/QC	8/5/2014	8/11/2014	
ESCLG59	Old Quarry Creek Bridge Culvert at Jones Creek multiple points - bridge replacement	C	Gladden, TBD 1 & TBD 2	$ 2,215,555.00				

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disa Rec'v Date	Info Requested
ESCPW07	Blue Springs : Asphalt road, shoulder, driveway and drainage repair	C	Natalie Calderone	$ 700,000.00	Site Visit			
ESCPW83	Crary Rd., Thompson Rd., Tedder Rd., Killiam Rd., Hwy 4A, Brickyard Rd., Fairgrounds Rd.,Nicholson Dr., N Hwy 95A and Cedartown Rd. (19 Locations).	C	Paul Grube	$ 10,000.00			8/22/2014	
ESCPW84	ESCPW84: Warbeck Rd., Hwy 168, Bradberry Dr., Pine Barren Church Rd., Circle Rd., Miller Dr., Jaber Rd.and Jones Rd. (21 Locations).	C	Paul Grube	$ 10,000.00			8/23/2014	
ESCPW85	ESCPW85: Hwy 196, Settles Rd., Molino Rd., Four Stan Rd., Chestnut Rd., White Ash Rd. (19 Locations).	C	Paul Grube	$ 10,000.00			8/24/2014	
ESCPW86	ESCPW86: Chestnut Rd., Chance Rd., Hwy 99, S. Pineville Rd., Ocie Phillips Rd., Spence Rd., N. Pineville Rd., Reynolds Rd., Molonnis Rd. and Cecils Rd. (17 Locations).	C	Paul Grube	$ 10,000.00			8/25/2014	
ESCPW87	ESCPW87: Morton Rd., W. Stateline Rd., Macks Rd., Lambert Bridge Rd., Breastworks Rd., N. Pine Barren Rd. and Hwy 4A. (10 Locations).	C	Paul Grube	$ 10,000.00			8/26/2014	
ESCPW88	ESCPW88: Courtney Rd., Cox Rd., Bratt Rd., Rail Road St., Bosia Rd. and Carnley Rd. (11 Locations)	C	Paul Grube	$ 10,000.00			8/27/2014	
ESDMW95	Jones Swamp Preserve Fill erosion and & repair drainage & boardwalk structures	D	TBD	$ 800,000.00				
ESDMW96	Glynn Key Stormwater Pond Fill erosion and repair drainage structures	D	TBD	$ 100,000.00	Site Visit			
ESCPW18	Crystal Creek Subdivision Ponds 436 & 554	D	Steve Dickel	$ 66,400.00	Site Visit	8/7/2014	8/11/2014	
ESDPW23	Crystal Wells Outfall Pipe	D	Steve Dickel	$ 25,042.84	Review	8/7/2014	8/11/2014	
ESECE16	Wild Life Center replace/elevate building	E	Natalie Calderone	$ 100,000.00	Site Visit		8/18/2014	
ESEFD21	7 FD Vehicles & 13 Fire Dept Buildings	E	Cecil Pack	$ 332,148.35	writing			
ESEFM02	Sheriff Spl Invest Bldg - Water Damage Water remediation & permanent repairs	E	Terry Anderson	$ 630,000.00	Writing			

FEMA - Escambia County - Weekly Report

9/3/2014

Reference #	Project Title	Cat	Project Specialist	Estimated $ Total Amount	Project Status	Site Visit Date	Disk Recv Date	Info Requested
ESEFM04	Juvenile Justice Bldg - Elect/Mech Equip Water remediation & permanent repairs bldg, boiler, elec/mech equipt	E	Natalie Calderone	$ 1,172,291.06			8/21/2014	
ESEFM05	Central Office Complex Bldg - Water Damage	E	Terry Anderson	$ 330,000.00				
ESEFM06	Clerks Archives - Water Damage Water remediation & permanent repairs	E	Cecil Pack	$ 272,547.04	Writing			
ESEKJ16	Extension Bldg - Water Damage	E	Pat Staffieri	$ 205,000.00	Writing			
ESEKJ17	Wind Mit Bldg - Water Damage Permanent repairs	E	Pat Staffieri	$ 22,143.00				
ESELM12	Old Sheriff Garage - Water Damage Water remediation & permanent repairs	E	Lendale Mayhew	$ 66,779.60				
ESGLM05	Myrtle Grove Ballpark	G	Lendale Mayhew	$ 131,179.42	Writing			
ESGPR04	6-Parks - Lexington Terrace, JRJones Pond Abronsham, SW Sports, Cantonment Well Rd, Heron Bayou Boat Ramp	G	Pat Staffieri	$ 42,724.49	Site Visit		8/18/2014	
ESEFM19	Damaged County Vehicles	E	Pat Staffieri	$ 500,000.00			9/2/2014	
Total	31			$ 8,989,584.72				

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6865 **County Administrator's Report** **10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/25/2014
Issue: Request for Funding for a Cajun-themed Musical Event
From: Wilson Robertson
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for a Cajun-themed Musical Event - Commissioner Wilson B. Robertson, District 1

That the Board consider the request by the Pensacola Scottish Rite, for $8,000, to be funded from the 4th Cent Tourist Development Tax, for a Cajun-themed musical event, to be held December 20, 2014, at the Escambia County Equestrian Center, and approve a Purchase Order for this purpose.

BACKGROUND:

The Pensacola Scottish Rite is requesting funding from the County that will be used for to promote the Cajun-themed musical event that will headline Roddy McDowell and Brooke Woods. The Pensacola Scottish Rite's major charity is assistance for children with speech and hearing disorders.

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Should the Board vote to fund all or part of this request, staff will issue a Purchase Order for this event to the Pensacola Scottish Rite.

Attachments

Letter

Ancient & Accepted Scottish Rite of Freemasonry

Southern Jurisdiction of the United States

Valley of Pensacola ✠ Orient of Florida

189 W. Airport Boulevard ✠ Pensacola, FL 32505 ✠ 850-494-0801 (v) ✠ 850-476-0120 (f)

Ill.∴ Fred A. Hurd, Jr., 33°
Personal Representative of the
Sovereign Grand Inspector General in Florida

fhurdjr@yahoo.com

September 3, 2014

Mr. Wilson Robertson, Escambia Co. Commissioner, Dist. 1
Mr. Gene Valentino, Escambia Co. Commissioner, Dist. 2
Mr. Lumon May, Escambia Co. Commissioner, Dist. 3
Mr. Grover Robinson, Escambia Co. Commissioner, Dist. 4
Mr. Steven Barry, Escambia Co. Commissioner, Dist. 5

Good morning, Commissioners:

Pensacola Scottish Rite is planning a musical event to be held at the Escambia Equestrian Center on December 20, 2014. We intend to make this an annual fall/winter event. Plans are for a two-day event, initially, and will be extended as popularity demands. The event will be Cajun-themed.

Our initial event will headline Roddy McDowell and Brooke Woods. Mr. McDowell and Ms. Woods estimate their fan base at 1,000. We will bring in Zydeco bands and offer dancing lessons to the Zydeco music. We will hold a Cajun food cooking contest and offer food vendors and a crafts fair. We have researched several other festivals and each has experienced great success. Our timing is after other local concerts and festivals, and we anticipate attendees from New Orleans to Tallahassee for our inaugural event. We are planning for about 2,000 visitors for our initial event.

Our anticipated cost for this first event is $30,000. We are requesting funds for tourism from each Commissioner's discretionary funds. As our festival grows, Escambia tourism will grow.

Pensacola Scottish Rite is a Masonic organization with about 1,000 members at the present time. Our organization has been in Pensacola since 1905. You might recall, our office was at the old Governor Perry mansion at the corner of Palafox and Wright Streets before we sold that property to First United Methodist Church. Our major charity is assistance for children with speech and hearing disorders, as well as other local charities and needy individuals.

We appreciate any help you can provide.

Sincerely yours,

≠ FAHurd

Insp.∴Gen.∴Hon.∴

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6871 **County Administrator's Report** **10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/25/2014
Issue: Not Exceeding $8,500,000 Escambia County, Florida Capital Improvement Revenue Note, Series 2014
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Not Exceeding $8,500,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2014 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding $8,500,000, Capital Improvement Revenue Note, Series 2014, approving the loan to the County from Whitney Bank d/b/a Hancock Bank (the "Lender"), the terms of the loan to the County established therein, and approving the 2014 Project.

BACKGROUND:

The proposed 2014 Note is to be issued to evidence a bank loan for the purpose of financing the acquisition and construction of certain public beach renourishment related improvements of the County (the "2014 Project"). The County's Financial Advisor solicited proposals from area banks. The County's Financial Advisor and staff are recommending the proposal (the "Proposal") of the Lender, which provides for, among other things, (i) a fixed interest rate of 1.39%, subject to adjustment as more fully described in the Resolution, (ii) a final maturity date of October 1, 2021, (iii) prepayment at par at the option of the County in whole, but not in part, on any date, and in part on October 1, 2015 and on each October 1 thereafter, and (iv) other terms as more fully described in the Resolution and the Proposal. The Note is secured by a covenant by the County to budget and appropriate in its annual budget Non Ad-Valorem Revenues sufficient to pay principal of and interest on the Note and other amounts due under the Resolution. The Note does not constitute a general obligation or a pledge of the full faith and credit of the County. The Resolution has been prepared by Bryant Miller Olive P.A., the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

The issuance of the 2014 Note will result in an average annual debt service of approximately $1,282,281 for a period of approximately 7 years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financing are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption of the Note as a condition of closing.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The issuance of the 2014 Note will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final closing documents will be required at or prior to the closing of the issuance of the Note.

Attachments

Beach Renourishment Loan Resolution

RESOLUTION NO. R2014-___

Adopted September 25, 2014

ESCAMBIA COUNTY, FLORIDA
(the "Issuer")

Relating to

NOT EXCEEDING $8,500,000
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014

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EXHIBIT "B" ANTI-DILUTION TEST ILLUSTRATION B-**Error! Bookmark not defined.**

RESOLUTION NO. R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING $8,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014, FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS OF THE COUNTY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE 2014 NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; DESIGNATING THE NOTE AS BANK QUALIFIED; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution.

This Resolution is adopted by the Board of County Commissioners of Escambia County, Florida (the "Issuer") pursuant to the provisions of the Act (herein defined).

Section 2. Definitions.

The following terms shall have the following meanings in this Resolution unless the context otherwise expressly requires. Where the context so requires, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Whenever the word "includes" or "including" is used, such word means "includes" or "including", without limitation.

"2014 Note" shall mean the Note so designated and authorized pursuant to and in the maximum principal amount set forth in Section 6 hereof.

"2014 Project" shall mean the acquisition and construction of certain public beach renourishment related improvements of the County, in accordance with plans and specifications on file or to be on file with the Issuer, or such other capital projects as may be approved by the Issuer.

"2014 Note Interest Rate" shall mean a rate of interest equal to 1.39% per annum, as such interest rate may be adjusted as provided herein and on Schedule "II" to the form of 2014 Note attached hereto as Exhibit "A".

"Act" shall mean the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law.

"Additional Debt" shall mean any additional Debt hereafter incurred by the Issuer in compliance with the terms, conditions and limitations contained herein, including, in particular, Section 14(E)(ii) and (iii) hereof.

"Allocable Portion of the Cost of Essential Services" means, for calculating the same for purposes of Section 14(E)(ii) hereof, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Governmental Funds Revenues for such Fiscal Year.

"Annual Debt Service" means, as of any particular date of calculation, the annual debt service requirement for all Debt in each such Fiscal Year except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that is to be redeemed or paid from amortization installments to be made in prior Fiscal Years.

"Authorized Investments" shall mean those obligations in which surplus Issuer funds may be invested under the Issuer's investment policy and the laws of the State, including without limitation, Section 218.415, Florida Statutes.

"Bond Counsel" means Bryant Miller Olive P.A., or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Business Day" or **"business day"** shall mean any day other than a Saturday, Sunday or a day on which banking institutions within the State are authorized or required by law to remain closed or the offices of the Issuer are lawfully closed.

"Clerk" shall mean the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated thereunder.

"Cost of Essential Services" means the cost of services necessary for the conducting of the public safety and general governmental operations of the Issuer reflected as "General Government" and "Public Safety" in the Issuer's audited financial statements.

"County" shall mean Escambia County, Florida, a political subdivision of the State.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all indebtedness of other persons (including Governmental Funds and Enterprise Fund Debt) to the extent guaranteed by, or secured by (including through a covenant to budget and appropriate) Non-Ad Valorem Revenues of, the Issuer.

"Default Rate" shall mean, with respect to the 2014 Note, a rate of interest per annum equal to the lesser of six percent (6.00%) or the maximum rate allowed by law.

"Event of Default" shall have the meaning set forth in Section 16 hereof.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30, or such other annual period as may be established by law as the Issuer's fiscal year; provided however, that when such term is used to describe the period during which deposits are to be made to amortize principal and interest on Debt maturing or becoming subject to prepayment, including without limitation, interest and principal maturing or becoming subject to prepayment on October 1 of any year shall be deemed to mature or become subject to prepayment on the last day of preceding Fiscal Year.

"Holder," "Registered Owner" or **"Owner"** or any similar term shall mean the owner of the 2014 Note, as shown on the register maintained by the Registrar and shall mean initially, the Lender.

"Interest Payment Date" shall mean a date on which interest on the 2014 Note is nominally due, as reflected in the form of 2014 Note attached hereto as Exhibit "A."

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

"Lender" shall mean Whitney Bank d/b/a Hancock Bank, a Mississippi state banking corporation, and its successors and assigns.

"Maximum Annual Debt Service" means, as of any particular date of calculation, the largest Annual Debt Service in the current or any future Fiscal Year.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer excluding revenues derived from the revenues of a utility system or any other enterprise fund of the Issuer, except to the extent that revenues derived from such sources have been deposited into the Issuer's Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. "Governmental Funds" and "General Fund" shall be as specified in the Issuer's audited financial statements.

"Paying Agent" shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the 2014 Note.

"Permitted Lender" shall mean any bank, trust company, savings institution, insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

"Pledged Funds" shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder (other than amounts constituting any rebate liability as described in Section 14F hereunder), and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the 2014 Note.

"Principal Payment Date" shall mean a date on which principal on the 2014 Note is due, as reflected in the form of 2014 Note attached hereto as Exhibit "A."

"Registrar" shall mean an officer of the governing body of the Issuer or an officer of the bank or trust company which the Issuer may from time to time designate to perform the duties herein set forth.

"Resolution" shall mean this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions, hereof.

"State" shall mean the State of Florida.

"Total Governmental Funds Revenues" means all revenues of the Issuer, including all Non-Ad Valorem Revenues and revenues derived from ad valorem taxes (other than such taxes imposed pursuant to referendum and allocable solely to debt service on Debt approved by such referendum).

Section 3. Findings.

It is hereby ascertained, determined and declared that:

A. The Pledged Funds are not pledged or encumbered in any manner.

B. The 2014 Project constitutes a capital project within the meaning of the Act, and such Project is necessary and desirable, is in the public interest and will serve a proper public purpose.

C. The estimated Non-Ad Valorem Revenues will be sufficient to pay all of the principal of and interest on the 2014 Note, as the same become due, and to make all other payments required by this Resolution or otherwise required to be paid from the Non-Ad Valorem Revenues.

D. The principal of and interest on the 2014 Note and all required deposits into the Debt Service Fund or other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Funds. The 2014 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the 2014 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, in the manner provided herein.

The 2014 Note shall not constitute a lien upon any property of or located in the County, but shall constitute a lien only on the Pledged Funds in the manner provided herein.

Section 4. 2014 Project Authorized.

The financing of the 2014 Project, as defined in this Resolution, is hereby authorized. The proper officers of the Issuer are hereby authorized and directed to take all action and steps deemed necessary to acquire, construct and equip the 2014 Project, which are not inconsistent with the terms and provisions of this Resolution.

Section 5. This Resolution to Constitute a Contract.

In consideration of the acceptance of the 2014 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners thereof. The

covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Registered Owner of the 2014 Note.

Section 6. Authorization of 2014 Note.

Subject and pursuant to the provisions hereof, a loan to the Issuer to be evidenced by a promissory note known as the "Capital Improvement Revenue Note, Series 2014" is authorized in an amount not exceeding the amount set forth in the title hereof, for purposes of financing or refinancing the 2014 Project and for payment of costs of issuance of the 2014 Note. Upon the issuance of the 2014 Note in accordance herewith, the authorization for the unissued, remaining portion of the 2014 Note set forth in the title hereof shall be deemed cancelled.

Section 7. Description of 2014 Note.

The 2014 Note shall be dated as of its date of initial issuance and delivery and issued in a single denomination in an amount not exceeding the principal amount authorized herein and shall have such other terms as are set forth in the form of 2014 Note described and referred to in Section 12 hereof. The 2014 Note shall bear interest at the 2014 Note Interest Rate, payable semi-annually on each October 1 and April 1, commencing April 1, 2015, with interest calculated on the outstanding balance of the 2014 Note on a 360 day basis consisting of twelve 30-day months, subject to adjustment as provided herein. The principal amount of the 2014 Note shall mature in installments on the dates and in the amounts set forth on Schedule "I" of the 2014 Note. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2021.

During the continuation of an Event of Default, the 2014 Note shall bear interest at the Default Rate.

If the date for payment of the principal of, premium, if any, or interest on the 2014 Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 8. Execution of 2014 Note.

The 2014 Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Chairman or Vice-Chairman of its governing body on the date of adoption hereof, or any subsequent Chairman or Vice-Chairman, and attested by the manual or facsimile signature of the Clerk, and the official seal of the Issuer shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced thereon. In case any officer whose signature shall appear on the 2014 Note shall cease to be such officer before the delivery of such 2014 Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 2014 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the

execution of such 2014 Note shall hold the proper office with the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized.

Section 9. Registration, Transfer and Exchange.

The transfer and exchange of the 2014 Note shall be registered in the registration books of the Issuer. The Clerk is hereby designated as Registrar for the 2014 Note.

The 2014 Note may not be transferred except in denominations of $100,000 or any integral multiple in excess thereof. Transfer of all or any portion of the 2014 Note shall be restricted to Permitted Lenders. The 2014 Note shall contain a legend that provides that the Registered Owner thereof shall not transfer the 2014 Note except as provided herein and only to Permitted Lenders.

Upon surrender for transfer or exchange of the 2014 Note, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2014 Note of authorized denomination of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

Section 10. 2014 Note Mutilated, Destroyed, Stolen or Lost.

In case any 2014 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion deliver a new 2014 Note of like tenor and effect as the 2014 Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2014 Note upon surrender and cancellation of such mutilated 2014 Note or in lieu of and substitution for the 2014 Note destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur.

Section 11. Provisions for Prepayment.

The 2014 Note is subject to prepayment in whole, but not in part, on any date, and in part on October 1, 2015 and on each October 1 thereafter, upon ten (10) days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid without any prepayment penalty or fee, plus accrued interest to the date of prepayment. The 2014 Note may be prepaid in part in denominations of $1,000 and in any integral multiple thereof. Prepayments in part shall be applied in inverse order of the principal installments then due unless the Holder consents in writing to a different application of such principal prepayment at the time the same is paid to the Holder.

Notice having been given as aforesaid, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid to the Holder upon such date identified in the notice of prepayment. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of the 2014 Note shall cease to accrue.

Section 12. Form of the 2014 Note.

The text of the 2014 Note shall be in substantially the form attached hereto as "Exhibit A" with such changes, omissions, insertions and variations as may be necessary and desirable and not in conflict with this Resolution. Execution and delivery of the 2014 Note and any other document in connection with the issuance of the 2014 Note by the authorized officers of the Issuer shall be conclusive evidence of the approval of any changes, insertions, omissions or variations.

Section 13. Application of Proceeds of the 2014 Note.

A. To the extent not reimbursed or paid by the original purchaser of the 2014 Note, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2014 Note

B. Simultaneously with the delivery of the 2014 Note to the Lender, remaining proceeds of the 2014 Note shall be deposited into a separate account hereby created and established to be known as the "Escambia County, Florida 2014 Note Project Fund" (the "Project Fund") and shall be used to pay costs of acquiring and constructing the 2014 Project. Such costs shall include, but shall not be limited to, reimbursement of advances from other funds of the Issuer for payment of any part of the 2014 Project and all costs paid or incurred for engineering, design or construction of the 2014 Project. Monies in the Project Fund shall be invested in Authorized Investments, and all income derived therefrom shall be deposited in the Project Fund until the 2014 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited in the Debt Service Fund.

To the extent there are no other available funds held hereunder, the Issuer shall use any remaining funds in the Project Fund to pay principal and interest on the 2014 Note in the Event of Default.

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Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the 2014 Note upon such money until so applied by the Issuer solely for the purposes set forth herein.

Section 14. Covenants of the Issuer.

For as long as any of the principal of and interest on the 2014 Note shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Registered Owner of the 2014 Note as follows:

A. LIMITED OBLIGATIONS.

The principal of and interest on the 2014 Note and all required deposits into the Debt Service Fund and other required payments hereunder are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Funds, as provided herein. The 2014 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Funds, as herein provided. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the 2014 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Funds, as provided herein.

B. ESTABLISHMENT OF THE DEBT SERVICE FUND AND ACCOUNTS THEREIN.

There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein and the Project Fund until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain in such Fund and used for the purposes herein described. Authorized Investments in the funds and accounts under this Resolution shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

C. DISPOSITION OF PLEDGED FUNDS.

The Issuer shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund, monthly in advance on or before the 25th day of each month of each year, a sum equal to one-sixth (1/6) of the interest becoming due on the next Interest Payment Date and one-twelfth (1/12) of the principal becoming due on the next Principal Payment Date, together with such additional proportionate sums as may be required to pay said principal and interest as the same shall respectively become due, or to account for a period of less than twelve months between the delivery of the 2014 Note and the first principal payment date.

After the above described monthly deposits are made by the Issuer in accordance with this subsection, all Non-Ad Valorem Revenues may be used by the Issuer for any lawful purpose.

D. COVENANT TO BUDGET AND APPROPRIATE.

The Issuer hereby covenants and agrees to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated and deposited, the same shall constitute "Pledged Funds" hereunder. Notwithstanding the foregoing covenant of

the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available Non-Ad Valorem Revenues for the payment of the 2014 Note and other amounts owing hereunder in the manner described herein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder, including the deposits required t be made to the Debt Service Fund, and is further subject to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. The covenant to budget and appropriate is subject further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

E. ANTI-DILUTION PROVISIONS; ADDITIONAL DEBT.

For so long as any of the principal amount of or interest on the 2014 Note is outstanding or any duty or obligation of the Issuer hereunder or under the 2014 Note remains unpaid or unperformed, the Issuer agrees and covenants as follows:

(i) No Adverse Borrowings. The Issuer shall not issue or incur any indebtedness or obligation if such would materially and adversely affect the ability of the Issuer to timely pay Annual Debt Service on the 2014 Note or any other amounts owing by the Issuer under this Resolution or the 2014 Note, provided that compliance with paragraph (ii) below shall constitute evidence of compliance with this paragraph.

(ii) Anti-Dilution. The Issuer agrees that it will not issue Debt after the date of issuance of the 2014 Note unless after the issuance of such Debt, the Non-Ad Valorem Revenues received in the immediately preceding Fiscal Year less the Allocable Portion of the Cost of Essential Services for such Fiscal Year are at least 1.20 times the Maximum Annual Debt Service requirement on all Debt of the Issuer secured in any part by a lien upon or covenant to budget

and appropriate from Non-Ad Valorem Revenues (including the Debt proposed to be issued). At the time of issuance of such Debt, the Issuer will cause a certificate establishing compliance with the requirements of this paragraph to be filed with the Holder.

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the Debt or upon a default), then the interest rate on such Debt shall be assumed to be the higher of (a) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (b) (1) for Debt the interest on which is excluded from gross income of the Holders thereof for Federal tax purposes, *The Bond Buyer* Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (2) for Debt the interest on which is not excluded from the gross income of the Holders thereof for Federal tax purposes, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity date of such Debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent; provided, however, that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if *The Bond Buyer* Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Holder shall be utilized in the foregoing calculations. In addition, for the purpose of calculating the foregoing: "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over a period not to exceed 20 years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such Debt if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights of a lender with respect to any Debt shall be ignored and such Debt shall be assumed to mature as otherwise provided in the instrument evidencing such Debt. "Balloon indebtedness" is any Debt twenty percent (20%) or more of the original principal amount of which comes due in any single Fiscal Year.

Additional Debt shall only be issued if the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution and the 2014 Note, and all payments herein required to have been made into the accounts and funds, as provided herein, shall have been made to the full extent required.

(iii) Other Obligations Payable from Non-Ad Valorem Revenues. The covenants in this Section 14E relating to the budget and appropriation of Non-Ad Valorem Revenues is subject in all respects to the payment of other obligations of the Issuer payable from and secured by a lien upon specific components of the Non-Ad Valorem Revenues, the Non-Ad Valorem Revenues, whether heretofore or hereafter entered into. Nothing herein shall be

deemed to give any other Debt to the extent payable from or secured by a covenant to budget and appropriate Non-ad Valorem Revenues a priority of payment therefrom.

F. TAX COMPLIANCE.

The Issuer at all times while the 2014 Note or any portion thereof is outstanding will comply with all applicable provisions of the Code and any valid and applicable rules and regulations promulgated thereunder, in order to ensure that the interest on the 2014 Note will be excluded from gross income for Federal income tax purposes. The Issuer hereby covenants that it will make no investment or other use of the proceeds of the 2014 Note which would cause such 2014 Note to be an "arbitrage bond" as that term is defined in Section 148 of the Code and regulations promulgated thereunder.

Unless the Issuer shall have satisfied the requirements of Section 148 of the Code so as to cause the 2014 Note to be exempted from the rebate requirement, the Issuer shall make such periodic calculations of the Issuer's rebate liability on the 2014 Note and remit such payments as shall be required to comply with Section 148(e) of the Code.

The Issuer covenants that upon request it will make all filings of reports or other documents as may be required by Section 149(e) of the Code and regulations promulgated thereunder.

The Issuer covenants that it will not take any action or allow any action which would cause the 2014 Note to become "private activity bonds" as described in Section 141 of the Code, or to become subject to the alternative minimum tax under the Code.

The Issuer covenants to take all actions reasonable and necessary to maintain the exclusion of the interest on the 2014 Note from gross income for Federal income tax purposes.

The provisions of this Subsection may be modified or amended by resolution of the Issuer without the consent of any Holder, upon receipt of an opinion of nationally recognized Bond Counsel to the effect that such modification or amendment will not adversely affect the exclusion from gross income of interest on the 2014 Note for purposes of Federal income taxation.

G. FINANCIAL STATEMENTS; LENDER INFORMATION REQUESTS.

The Issuer shall provide the Holder at no cost to the Holder (i) within 210 days following the end of each Fiscal Year, a comprehensive annual financial report of the Issuer for such Fiscal Year prepared in accordance with generally accepted accounting standards, which shall include a balance sheet and income statement as of the end of such Fiscal Year, and an audit report of an independent certified public accountant or firm thereof, (ii) any other financial information, including but not limited to the Issuer's annual budget, which the Holder may reasonably request in writing.

H. NOTICE OF DEFAULTS.

The Issuer shall within three (3) Business Days after it acquires knowledge thereof, notify the Lender (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Resolution or in connection with the issuance of the 2014 Note; (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Lender, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Section 15. Modification and Amendments.

No modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto or the 2014 Note may be made without the consent in writing of the Holders of one hundred percent (100%) of the principal amount of the 2014 Note then outstanding. The Issuer agrees to pay all of the Holder's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Resolution or the 2014 Note at the Issuer's request or behest.

Section 16. Events of Default and Remedies.

A. Events of Default. An "Event of Default" shall be deemed to have occurred under this Resolution if:

(i) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the 2014 Note or other amounts due thereunder within five (5) days from the date the same shall become due and payable, whether by maturity or otherwise; or

(ii) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Resolution or the 2014 Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 16(A), which default or non-compliance shall continue and not be cured within thirty (30) days after the occurrence thereof; or

(iii) Any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the 2014 Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(vi) If the validity or enforceability of this Resolution or the 2014 Note shall be contested by the Issuer; or if the Issuer shall deny that it has any or further liability or obligations hereunder or thereunder; or

(vii) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

B. Remedies. Upon the occurrence of any Event of Default, the Holder of the 2014 Note may seek enforcement of and exercise all remedies available to it under any applicable law. All payments made on the 2014 Note after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Holder may have incurred in protecting or exercising its rights under this Resolution or the 2014 Note and the balance thereof shall apply to the principal sum due.

Immediately and without notice, upon the occurrence of any Event of Default, the Holder may declare all obligations of the Issuer under this Resolution and the 2014 Note to be immediately due and payable without further action of any kind and upon such declaration the 2014 Note and the interest accrued thereon shall become immediately due and payable; provided, however, accelerated payments will be due and payable only after payment of the Annual Debt Service then due of the 2014 Note and all regularly scheduled debt service on other Debt then outstanding secured by a covenant to budget and appropriate. This provision shall apply only to the extent that the Issuer has other Debt outstanding with the same or similar provision.

Upon the occurrence of an Event of Default, the 2014 Note Rate shall be adjusted to the Default Rate.

C. No Waiver; Cumulative Remedies. No failure or delay on the part of the Holder of the 2014 Note in exercising any right, power, remedy hereunder or under the 2014 Note shall operate as a waiver of the Holder's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 17. Defeasance.

If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any, with respect to the 2014 Note, then, and in that event, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution in favor of the Holder shall be no longer in effect. For purposes of the preceding sentence, deposit of Federal Securities (or upon consent of the Holder of the 2014 Note, deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Holder, in respect to which such Federal Securities (or such other securities or investments), the principal of which, together with the income thereon, will be sufficient to make timely payment of the principal of, interest on and prepayment premium, if any, on the outstanding 2014 Note, shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to exercise its option to prepay all or any portion of the 2014 Note prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early prepayment.

Section 18. Use of Additional Funds for Debt Payment.

Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Funds herein provided, which may come into its possession, including, but not limited to, the proceeds of sale of the 2014 Note, contributions or grants, for the purpose of payment of principal of and interest on the 2014 Note in accordance with the provisions of this Resolution; provided that, nothing herein shall be deemed to grant a pledge of or lien upon such other legally available funds or to obligate the Issuer to make payments in respect of the 2014 Note from any such funds, except from the Pledged Funds.

Section 19. Bank Qualified Status.

The Board of County Commissioners of the Issuer designates the 2014 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2014 to issue more than $10,000,000 of "tax-exempt" obligations including the 2014 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (except for qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 20. Award of 2014 Note.

The Issuer hereby finds, determines and declares the rapidly changing governmental loan market requires that the loan evidenced by the 2014 Note be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturity, prepayment features or interest rate necessary to obtain the most favorable terms in such market. The negotiated sale of the principal amount of not exceeding $8,500,000 of the 2014 Note to the Lender is hereby authorized pursuant to Section 218.385, Florida Statutes, at the purchase price of par.

Section 21. Authorization of All Other Necessary Actions.

The proper officers of the Issuer are hereby authorized and directed to execute and deliver the 2014 Note when prepared and deliver the same to the Lender upon payment of the purchase price. The Chairman, Vice-Chairman and Clerk, the Attorney for the Issuer, and Bryant Miller Olive P.A., Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2014 Note, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the 2014 Note and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the 2014 Note heretofore taken by the Issuer. The 2014 Note shall be issued only upon the approval of Bond Counsel and the Chairman.

Section 22. Repealing Clause.

All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 23. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2014 Note issued hereunder.

Section 24. Venue; Applicable Law.

This Resolution and the 2014 Note shall be governed by applicable Federal law and the internal laws of the State. The Issuer agrees that certain material events and occurrences relating to this Resolution and the 2014 Note bear a reasonable relationship to the laws of the

State and the validity, terms, performance and enforcement of this Resolution and the 2014 Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. The Holder, by acceptance of the 2014 Note, and the Issuer hereby consent to the exercise of jurisdiction over them in connection with any litigation based on the 2014 Note or arising out of, under or in connection with this Resolution, by the Circuit Court of Escambia County, Florida, upon due notice and service.

The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Resolution and the 2014 Note.

Section 25. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE ISSUER AND THE LENDER (UPON ITS PURCHASE OF THE 2014 NOTE) EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THIS RESOLUTION OR THE 2014 NOTE, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO SUCH 2014 NOTE OR THIS RESOLUTION.

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Section 26. Effective Date.

This Resolution shall take effect immediately upon its adoption, this 25th day of September, 2014.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, THIS 25TH DAY OF SEPTEMBER, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

(SEAL)

By:_____
Lumon J. May, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT "A"

FORM OF 2014 Note

No. R- $_____

TRANSFER OF REGISTRATION OF THIS NOTE IS RESTRICTED. SEE SECTION 9 OF RESOLUTION NO. R2014-___ HEREIN DESCRIBED.

UNITED STATES OF AMERICA
STATE OF FLORIDA
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014

Note Interest Rate	Maturity Date	Dated Date
1.39% (as may be adjusted as herein provided)	October 1, 2021	September 30, 2014

Registered Owner: WHITNEY BANK D/B/A HANCOCK BANK

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Escambia County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above (the "Registered Owner"), or registered assigns, on the dates and in the amounts set forth on Schedule "I" hereto, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent Interest Payment Date to which interest has been paid, at the Note Interest Rate, calculated on a year of 360 days consisting of twelve 30-day months, until payment of such sum, subject to adjustment as provided on Schedule "II" hereto, which is hereby incorporated by reference with the same effect as if set forth herein in its entirety. Such interest shall be payable on April 1 and October 1 of each year, commencing on April 1, 2015. All amounts due hereunder shall be paid by the Issuer by wire transfer to the account designated by the Registered Owner to the Registrar in writing at least five (5) days before the date such payment is due.

The final payment of principal of this Note shall be made upon presentation and surrender hereof on the Maturity Date at the principal office of the Clerk of the Circuit Court,

Ex-Officio Clerk to the Board of County Commissioners of the Issuer (the "Paying Agent") in Pensacola, Florida, or at the office designated for such payment of any successor thereof. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2021. All such sums payable hereunder shall be payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

Upon the occurrence of an Event of Default, this Note shall bear interest at a rate equal to the higher of the Note Interest Rate or the Default Rate.

This Note is subject to prepayment in whole, but not in part, on any date, and in part on October 1, 2015 and on each October 1 thereafter, upon ten (10) days' prior written notice to the Registered Owner at a prepayment price of 100% of the principal amount being prepaid without any prepayment penalty or fee, plus accrued interest to the date of prepayment. This Note may be prepaid in part in denominations of $1,000 and in any integral multiple thereof. Prepayments in part shall be applied in inverse order of the principal installments then due unless the Registered Owner consents in writing to a different application of such principal prepayment at the time the same is paid to the Registered Owner.

If the date for payment of the principal of, premium, if any, or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the Registered Owner is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This Note constitutes an authorized issue in the principal amount of $8,500,000 issued to finance the cost of financing or refinancing the 2014 Project more fully described in the herein defined Resolution, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law, and Resolution No. R2014-__ duly adopted by the Issuer on September 25, 2014 (the "Resolution"), and is subject to all the terms and conditions of the Resolution, the provisions (including defined terms) of which are incorporated herein by reference.

This Note is a limited and special obligation of the Issuer payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Funds to the extent and as described in the Resolution.

Pursuant to the Resolution, the Issuer has covenanted and agreed to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at

maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues is cumulative to the extent not paid, and continues until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated and deposited, the same constitute "Pledged Funds" under the Resolution. Notwithstanding the foregoing, the Issuer has not covenanted to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein has the effect of making available Non-Ad Valorem Revenues for the payment of this Note and other amounts owing under the Resolution in the manner described therein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under the Resolution, including to make required deposits to the Debt Service Fund; and is further subject to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year, insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. The covenant to budget and appropriate is subject further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

This Note does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Funds. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, or interest on this Note or to make any of the required Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the

Pledged Funds, in the manner provided herein and the Resolution. It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall be payable only from the Pledged Funds, in the manner provided in the Resolution.

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owner of this Note, and reference is hereby made to the Resolution for a description of such covenants and agreements, which are incorporated herein. Pursuant to the Resolution, the Issuer has reserved the right to amend the Resolution all in the manner, and upon the terms and conditions provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Note, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto.

The Issuer may deem and treat the person to whom this Note is issued as the absolute Owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Note shall be effective until the same has been surrendered to the Issuer for transfer and a new Note has been issued in the name of the transferee. The Issuer has limited transferability of this Note to banks or other qualified institutional investors and accredited investors as described in the Resolution, however, the Registered Owner will have the right to assign this Note to an affiliate or subsidiary of the Registered Owner in its sole discretion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Escambia County, Florida, has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Chairman, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and attested by the manual or facsimile signature of the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners of the Issuer, this 30th day of September, 2014.

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

SCHEDULE "I" TO FORM OF NOTE

PRINCIPAL PAYMENT SCHEDULE

Payment Date (October 1)	Amortization Installment
2015	
2016	
2017	
2018	
2019	
2020	
2021*	
Total	

*Final Maturity

SCHEDULE "II" TO FORM OF NOTE
INTEREST RATE ADJUSTMENT

The Note Interest Rate shall be subject to adjustment by the Registered Owner as hereinafter described and as provided in the Resolution. In the event of a Determination of Taxability (as herein defined), the Note Interest Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the date on which such Determination of Taxability is effective. Immediately upon a Determination of Taxability, the Issuer agrees to pay to the Registered Owner subject to such Determination of Taxability the Additional Amount (as herein defined).

"Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date such Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability.

"Determination of Taxability" shall mean, with respect to the Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code (as defined in the Resolution), or any court of competent jurisdiction, or delivery of an opinion of Bond Counsel, that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Registered Owner as a consequence of any act or omission of the Issuer.

If the Note ceases to be a "qualified tax-exempt obligation" then the Note Interest Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been in the absence of such change.

The Registered Owner shall promptly notify the Issuer in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Registered Owners shall certify to the Issuer in writing the additional amount, if any, due to the Registered Owner as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto to the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

SCHEDULE "III" TO FORM OF NOTE

PURCHASER'S LETTER

[PURCHASER'S LETTERHEAD]

Chairman
Board of County Commissioners
Escambia County, Florida

Bryant Miller Olive P.A.
Tallahassee, Florida

To Whom It May Concern:

We certify that the following are true and correct in relation to the purchase by Whitney Bank, doing business as Hancock Bank (the "Lender"), of the $_____ Capital Improvement Revenue Note, Series 2014 (the "2014 Note") dated September 30, 2014, and issued by Escambia County, Florida (the "Issuer") pursuant to Resolution R2014-____ duly adopted by the Issuer on September 25, 2014 (the "Resolution"):

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act").

2. The Lender has made its own inquiry and analysis with respect to the Issuer, the 2014 Note and the security therefor, and other material factors affecting the security for and payment of the 2014 Note.

3. The Lender has received the financial information requested by the Lender from the Issuer and its representatives in connection with the 2014 Note and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the 2014 Note and the financial condition and creditworthiness of the Issuer as the Lender has deemed necessary to receive in connection with determining whether to purchase the 2014 Note (provided, however, that the Lender has relied upon the accuracy of the information provided by the Issuer and its representatives).

4. The Lender understands that the loan is evidenced by the 2014 Note, and the 2014 Note is issued in a single denomination equal to the aggregate principal amount of the 2014 Note and may be transferred only to a Permitted Lender, as defined in the Resolution.

5. The Lender is acquiring the 2014 Note from its own capital for its own accounts for investment and not with a present view to the resale or other distribution of all or any part thereof or any interest therein to others.

6. The Lender acknowledges that it is permitted to transfer the 2014 Note only upon compliance with the requirements of the Resolution and the 2014 Note.

7. The interest rate established for the 2014 Note was established at arms length between the Lender and the Issuer.

8. The Lender further represents, warrants and covenants that:

(i) it understands that so long as it is not, in the opinion of bond counsel, required by any applicable law, regulation, rating agency standard or rule of an applicable regulatory agency, the Issuer does not intend to make any filing with respect to the loan represented by the 2014 Note with the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board's continuing disclosure site;

(i) it understands that no CUSIP will be obtained with respect thereto;

(iii) the 2014 Note carries no rating from any credit rating agency.

9. Lender hereby notifies Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Lender may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow Lender to identify the Issuer in accordance with the Act.

WHITNEY BANK D/B/A HANCOCK BANK

By:_____
Its:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6887 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/25/2014
Issue: Interlocal Agreement with the Santa Rosa Island Authority (SRIA) for Repayment of a Loan for Beach Renourishment
From: Amy Lovoy, Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County and the Santa Rosa Island Authority - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) Relating to Loan Financing for Sand Renourishment and Restoration on Santa Island, requiring the SRIA to make monthly payments to the County, in amounts necessary to cover the full debt service on the 2014 Capital Improvement Revenue Note, issued by the County, for the purpose of renourishing certain areas of Pensacola Beach.

BACKGROUND:

The Board of County Commissioners discussed a financing plan to renourish areas of Pensacola Beach at the Committee of the Whole on July 17, 2014. This interlocal agreement requires the SRIA to make monthly payments necessary to cover the full debt service on the 2014 Capital Improvement Revenue Loan issued by the County for the purpose of renourishing areas of Pensacola Beach.

BUDGETARY IMPACT:

A supplemental budget amendment will be sent to the Board on October 9, 2014 to appropriate the payments from the SRIA into the 14/15 fiscal year for the required debt service.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

IA Agreement with SRIA for Beach Nourishment

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO LOAN FINANCING FOR SAND RENOURISHMENT AND RESTORATION ON SANTA ROSA ISLAND

THIS AGREEMENT is made this ____ day of September, 2014 (hereinafter, the "Effective Date"), by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA is engaged in an ongoing sand re-nourishment and restoration project on Santa Rosa Island; and

WHEREAS, the County has agreed to loan SRIA up to $8,500,000 that SRIA may utilize for its sand re-nourishment and restoration project on Santa Rosa Island; and

WHEREAS, upon consideration, the County finds it advantageous and appropriate to lend its fiscal resources for SRIA's sand re-nourishment and restoration project; provided however, that such funds shall be promptly repaid in full to the County as provided herein; and

WHEREAS, the County has determined that the granting of such a loan to the SRIA serves a public purpose, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will loan the SRIA up to $8,500,000 for sand re-nourishment and restoration on Santa Rosa Island (hereinafter, "the project").

Section 2. Responsibilities of the Parties.

2.1 In exchange for the faithful performance of said project described herein, the County agrees to loan the SRIA up to $8,500,000, which shall be used for sand re-nourishment and restoration on Santa Rosa Island.

2.2 With these funds, the SRIA shall pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to fully perform and complete the project in a good workmanlike manner. SRIA shall complete the sand re-nourishment and restoration project on or before December 31, 2015 unless by circumstances beyond the control of SRIA.

2.3 The SRIA shall pay any applicable loan origination fees and closing costs associated with the financing of the loan.

2.4 It is understood and agreed by the SRIA that said funds for all purposes shall remain exclusively a loan and under no circumstances shall the funds be considered a grant or other direct appropriation to the SRIA.

2.5 The SRIA shall repay this loan from any and all available revenues over a seven (7) year period to commence upon the effective date of this agreement based on the schedule, attached hereto and incorporated herein as Exhibit A. Failure by SRIA to timely repay this obligation on or before October 1, 2021, shall result in the Board of County Commissioners decreasing the SRIA 2021-2022 Fiscal Year Budget by any sums not remitted.

2.6 If the SRIA is merged, consolidated, or otherwise dissolved during the term of the loan referenced herein, SRIA agrees that any and all loan payments issued to date shall be immediately due and payable to the County.

2.7 To the extent permitted by law, the County's loan shall be superior to any other interest or obligation maintained now or hereafter by the SRIA, and the repayment of said loan shall take priority over the repayment of any other interest or obligation.

Section 3. Compensation and Method of Payment.

3.1 In exchange for the faithful performance of said project described herein, County agrees to issue loan payments to SRIA in four installments. The sum of $2,125,000 shall be issued upon the request of the SRIA after the execution of this agreement. The remaining installment payments shall be paid upon SRIA providing sufficient documentation that all draws issued to date were expended for project related expenditures

3.2 Under no circumstances shall the County be obligated to pay or loan to the SRIA more than $8,500,000 for the project herein unless additional monies have been approved by the Board of County Commissioners and evidenced in the form of a written amendment to this Agreement.

3.3 SRIA shall submit invoices to County with copies of all construction invoices evidencing the cost of the project. The SRIA shall also provide copies of any checks and such other financial or construction documents as the County may reasonably require to verify actual project costs.

3.4 Invoices to the County will be sent to:
Amy Lovoy
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Payments to the SRIA will be sent to:
Buck Lee
Executive Director
1 Via de Luna
Pensacola Beach, FL 32561

Section 4. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 5. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia

County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 6. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 7. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 8. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 9. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 10. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 11. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 12. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

Section 13. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

SRIA:
Buck Lee, Executive Director
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Section 14. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 15. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 16. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Approved as to form and legal sufficiency.

By/Title:

Date: 9/18/14

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____
Thomas Campanella, Chairman

ATTEST:

Date: _____

By: _____

(Seal)

Exhibit A

Date	Principal	Interest	Debt Service
10/30/2014	97,083.33	9,873.18	106,956.52
11/29/2014	97,083.33	9,873.18	106,956.52
12/30/2014	97,083.33	9,873.18	106,956.52
1/30/2015	97,083.33	9,873.18	106,956.52
2/27/2015	97,083.33	9,873.18	106,956.52
3/30/2015	97,083.33	9,873.18	106,956.52
4/29/2015	97,083.33	9,873.18	106,956.52
5/30/2015	97,083.33	9,873.18	106,956.52
6/29/2015	97,083.33	9,873.18	106,956.52
7/30/2015	97,083.33	9,873.18	106,956.52
8/30/2015	97,083.33	9,873.18	106,956.52
9/29/2015	97,083.33	9,873.18	106,956.52
10/30/2015	98,333.33	8,496.38	106,829.71
11/29/2015	98,333.33	8,496.38	106,829.71
12/30/2015	98,333.33	8,496.38	106,829.71
1/30/2016	98,333.33	8,496.38	106,829.71
2/27/2016	98,333.33	8,496.38	106,829.71
3/30/2016	98,333.33	8,496.38	106,829.71
4/29/2016	98,333.33	8,496.38	106,829.71
5/30/2016	98,333.33	8,496.38	106,829.71
6/29/2016	98,333.33	8,496.38	106,829.71
7/30/2016	98,333.33	8,496.38	106,829.71
8/30/2016	98,333.33	8,496.38	106,829.71
9/29/2016	98,333.33	8,496.38	106,829.71
10/30/2016	99,583.33	7,129.54	106,712.88
11/29/2016	99,583.33	7,129.54	106,712.88
12/30/2016	99,583.33	7,129.54	106,712.88
1/30/2017	99,583.33	7,129.54	106,712.88
2/27/2017	99,583.33	7,129.54	106,712.88
3/30/2017	99,583.33	7,129.54	106,712.88
4/29/2017	99,583.33	7,129.54	106,712.88
5/30/2017	99,583.33	7,129.54	106,712.88
6/29/2017	99,583.33	7,129.54	106,712.88
7/30/2017	99,583.33	7,129.54	106,712.88
8/30/2017	99,583.33	7,129.54	106,712.88
9/29/2017	99,583.33	7,129.54	106,712.88
10/30/2017	101,250.00	5,745.33	106,995.33
11/29/2017	101,250.00	5,745.33	106,995.33
12/30/2017	101,250.00	5,745.33	106,995.33
1/30/2018	101,250.00	5,745.33	106,995.33
2/27/2018	101,250.00	5,745.33	106,995.33
3/30/2018	101,250.00	5,745.33	106,995.33
4/29/2018	101,250.00	5,745.33	106,995.33
5/30/2018	101,250.00	5,745.33	106,995.33

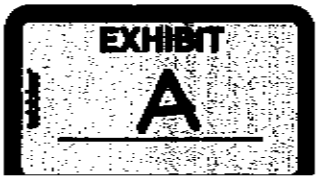


Exhibit A

Date	Principal	Interest	Debt Service
6/29/2018	101,250.00	5,745.33	106,995.33
7/30/2018	101,250.00	5,745.33	106,995.33
8/30/2018	101,250.00	5,745.33	106,995.33
9/29/2018	101,250.00	5,745.33	106,995.33
10/30/2018	102,500.00	4,337.96	106,837.96
11/29/2018	102,500.00	4,337.96	106,837.96
12/30/2018	102,500.00	4,337.96	106,837.96
1/30/2019	102,500.00	4,337.96	106,837.96
2/27/2019	102,500.00	4,337.96	106,837.96
3/30/2019	102,500.00	4,337.96	106,837.96
4/29/2019	102,500.00	4,337.96	106,837.96
5/30/2019	102,500.00	4,337.96	106,837.96
6/29/2019	102,500.00	4,337.96	106,837.96
7/30/2019	102,500.00	4,337.96	106,837.96
8/30/2019	102,500.00	4,337.96	106,837.96
9/29/2019	102,500.00	4,337.96	106,837.96
10/30/2019	104,166.67	2,913.21	107,079.88
11/29/2019	104,166.67	2,913.21	107,079.88
12/30/2019	104,166.67	2,913.21	107,079.88
1/30/2020	104,166.67	2,913.21	107,079.88
2/27/2020	104,166.67	2,913.21	107,079.88
3/30/2020	104,166.67	2,913.21	107,079.88
4/29/2020	104,166.67	2,913.21	107,079.88
5/30/2020	104,166.67	2,913.21	107,079.88
6/29/2020	104,166.67	2,913.21	107,079.88
7/30/2020	104,166.67	2,913.21	107,079.88
8/30/2020	104,166.67	2,913.21	107,079.88
9/29/2020	104,166.67	2,913.21	107,079.88
10/30/2020	105,416.67	1,465.29	106,881.96
11/29/2020	105,416.67	1,465.29	106,881.96
12/30/2020	105,416.67	1,465.29	106,881.96
1/30/2021	105,416.67	1,465.29	106,881.96
2/27/2021	105,416.67	1,465.29	106,881.96
3/30/2021	105,416.67	1,465.29	106,881.96
4/29/2021	105,416.67	1,465.29	106,881.96
5/30/2021	105,416.67	1,465.29	106,881.96
6/29/2021	105,416.67	1,465.29	106,881.96
7/30/2021	105,416.67	1,465.29	106,881.96
8/30/2021	105,416.67	1,465.29	106,881.96
9/29/2021	105,416.67	1,465.29	106,881.96
Total	$8,500,000.00	$479,530.69	$8,979,530.69

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6778 **County Attorney's Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Scheduling of a Public Hearing to consider adopting an Ordinance creating Part I, Ch. 34, Section 34-10 of the Escambia County Code of Ordinances
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

That the Board authorize the scheduling of a Public Hearing for October 9, 2014, at 5:31 p.m. for consideration of adopting an Ordinance creating Part I, Chapter 34, Section 34-10 of the Escambia County Code of Ordinances.

BACKGROUND:

Pursuant to the authority granted in §938.13, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol. The proposed Ordinance will provide for the collection of such costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance

ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING PART 1, CHAPTER 34, SECTION 34-10 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF ADDITIONAL COURT COSTS FOR MISDEMEANOR DEFENDANTS CONVICTED OF UNLAWFUL USE OF DRUGS OR ALCOHOL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §938.13, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol; and

WHEREAS, the Board of County Commissioners finds that the proposed Ordinance providing for the collection of such costs serves an important public purpose.

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

Section 1. Chapter 34, Section 34-10 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 34-10. Additional Court Costs for misdemeanor defendants convicted of unlawful use of drugs or alcohol.

(a) *Assessment of court cost.* Pursuant to the authority granted in §938.13, Florida Statutes, when any person is found guilty of any misdemeanor under the laws of the State of Florida in which the unlawful use of drugs or alcohol is involved, there shall be imposed an additional cost in the case, in addition to any other cost required to be imposed by law, in the sum of $15.

(b) The clerk of the circuit court shall be authorized to collect the $15.00 and forward $14.00 thereof to the county, to be deposited to the credit of the Escambia County Alcohol and Other Drug Abuse Trust Fund for allocation to local substance abuse programs under §893.165, Florida Statutes. The clerk of the circuit court shall retain the remaining $1 of each $15 collected as an administrative fee.

(c) The clerk of the circuit court shall be authorized to supervise the administration of the fund for the board of county commissioners and shall disburse funds generated by the assessment as directed by the board of county commissioners.

Section 2. Severability.

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

Section 3. Inclusion in the Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED this _____ day of _____ 2014.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/15/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6839 **County Attorney's Report** **10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Retaining Attorneys Barry Beroset and Joe Hammons to Provide Criminal Defense Counsel to Current or Former County Commissioners
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Retaining Attorneys Barry Beroset and Joe Hammons to Provide Criminal Defense Counsel to Current or Former County Commissioners and Authorizing Barry Beroset as an Additional Option for Current or Former County Employees

That the Board retain attorneys Barry Beroset and Joe Hammons, in accordance with the Board's policy adopted May 15, 2014, as follows:

A. Provide criminal defense counsel to current or former commissioners who are issued a subpoena or an invitation to appear before the Grand Jury to be convened relative to the explosion at the County's CBD facility and other issues related to the jail, with a rate not to exceed $250 per hour and funds coming from the County Attorney's Professional Services budget line; and,

B. Authorize Barry Beroset as an additional option for current or former County employees, who are issued a subpoena or an invitation to appear before the Grand Jury to be convened relative to the explosion at the County's CBD facility and other issues related to the jail, with a rate not to exceed $250 per hour with funds also coming from the County Attorney's Professional Services budget line.

BACKGROUND:

On September 8, 2014 the Office of the State Attorney for the First Judicial Circuit of Florida issued a press release indicating it intended to convene a Grand Jury to review the April 2014 explosion at the County's CBD facility and associated jail issues. Pursuant to Board's policy adopted May 15, 2014, the County Attorney recommends that any current or former commissioner issued a subpoena or invitation to appear before the grand jury be offered the criminal defense services of either attorney Barry Beroset or Joe Hammons if it appears the requested testimony before the Grand Jury is related to service as an Escambia County Commissioner. On September 9, 2014, the Board authorized the services of Joe Hammons for current or former County employees and this provides them with an alternate choice. The County Attorney budget for Professional Services is the requested funding source and sufficient funds are currently available. The County Attorney will bring this matter back to the Board should there be a need to exceed $20,000 (inclusive of the amount authorized for employee

legal services approved at the September 9, 2014 Special Board meeting) or if there is any request to expand the scope of these services.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Board's policy concerning legal representation of current or former County Commissioners adopted May 15, 2014.

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6835 **County Attorney's Report** **10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Memorandum of Understanding to Cooperate in Funding the Purchase of an Emergency Notification System
From: Ryan Ross, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding (MOU) between the Board of County Commissioners, the Escambia County Sheriff's Office, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to Cooperate in Funding the Purchase of an Emergency Notification System.

That the Board approve the Memorandum of Understanding between the Board of County Commissioners of Escambia County, Florida, the Escambia County Sheriff's Office, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to cooperate in funding the purchase of an emergency notification system.

(MEMORANDUM OF UNDERSTANDING TO BE DISTRIBUTED UNDER SEPARATE COVER.)

BACKGROUND:

Escambia County, through its Division of Emergency Management, has identified a need to replace its current mass notification system that allows it to communicate effectively with the public and other agencies and entities during emergencies. To service this need, Escambia County has coordinated with other agencies and entities regarding the purchase of a new internet-based mass notification system subscription. Escambia County and these agencies and entities have agreed to provide funding for the purchase of the subscription in equal shares. The attached memorandum of understanding outlines each party's responsibility to provide funding for this subscription in equal shares.

BUDGETARY IMPACT:

The total cost of the subscription through June 30, 2015 is $44,916.00. Each party will contribute $7,486.00 toward this total cost. Escambia County will utilize federal grant funds to pay for its share of the total cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan E. Ross drafted the proposed MOU.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6815 **County Attorney's Report** **10. 4.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Amendment #1 to the Memorandum of Understanding between Escambia County Board of County Commissioners and Sheriff of Escambia County
From: Ryan Ross, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment # 1 to the Memorandum of Understanding (MOU) between Escambia County Board of County Commissioners and Sheriff of Escambia County.

That the Board approve Amendment # 1 to the Memorandum of Understanding (MOU) between Escambia County Board of County Commissioners and Sheriff of Escambia County dated September 24, 2013.

BACKGROUND:

Since adoption of the Jail Transfer MOU on September 24, 2013, the County and the Sheriff have determined that it is in each of their best interests to be solely responsible for any polygraphist or psychological services that they may require. This amendment deletes the original shared responsibilities for these services.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan E. Ross drafted the proposed Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to MOU

AMENDMENT # 1 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND SHERIFF OF ESCAMBIA COUNTY

THIS IS A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between Escambia County Board of County Commissioners ("the County"), a political subdivision of the State of Florida, and the Sheriff of Escambia County ("the Sheriff").

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU") dated September 24, 2013, for the purpose of coordinating the orderly transfer of responsibility for the Escambia County Correctional System from the Sheriff to the County, and to further delineate the respective obligations and liabilities of the parties regarding this transfer of responsibility; and

WHEREAS, subsequent to entering into the MOU, the Parties have determined that it is in each of their best interests to be solely responsible for their own polygraphist and psychological services; and

WHEREAS, the Parties therefore agree to amend the MOU to formalize this mutual understanding.

NOW, in consideration of the promises and covenants contained herein, the County and the Sheriff agree to amend the MOU as follows:

SECTION 1. PSYCHOLOGIST SERVICES.

Section A.4. of the MOU is hereby deleted as follows:

A. TRANSFER OF CONTROL:

~~**4. Psychologist services.**~~

~~On and after the Commencement Date, upon request by the Sheriff, the County shall provide reasonable psychologist services, including, but not limited to, psychological screening of applicants for employment, to the County at no additional charge to the Sheriff.~~

C. TRANSFER OF PROPERTY:

2. Existing inventory, movable equipment, and perishables.

c. Polygraph equipment.

On the Commencement Date, the Sheriff agrees to transfer the care, custody, and control over one polygraph machine to the County at no cost to the Sheriff. ~~Upon~~

~~request by the County, the Sheriff shall provide reasonable polygraphist services to the County for Escambia County Jail employees or candidates at no additional charge to the County.~~

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Sheriff of Escambia County.

COUNTY:
Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Lumon J. May, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

SHERIFF:
ESCAMBIA COUNTY SHERIFF'S OFFICE

_____
David Morgan, Sheriff

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6878 **County Attorney's Report** **10. 5.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Escambia County v. Innerarity Island Development Corporation (Case No. 2014 CA 000237)
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County v. Innerarity Island Development Corporation (Case No. 2014 CA 000237).

That the Board:

A. Ratify amending the Petition to Appoint Receiver pursuant to the Notice of Abandonment to name Emerald Coast Utilities Authority as an additional respondent; and

B. Approve the initiation of dispute resolution procedures provided by Chapter 164, Florida Statutes, the Local Government Conflict Resolution Act.

BACKGROUND:

Innerarity Island Development Corporation (IIDC) has given appropriate notice of abandonment to the County pursuant to § 367.165(2), Florida Statutes. As part of this mandatory statutory procedure, the County petitioned the Circuit Court for the appointment of a receiver. The County was named as Receiver. Subsequent to the entry of the Order appointing the County receiver, the County moved to modify the Order to include ECUA as joint receiver. After a hearing before Judge Shackelford on August 20, 2014, and after receiving memoranda of law by ECUA and this office, Judge Shackelford ruled that ECUA be appointed joint receiver with Escambia County to operate the water and wastewater systems that had been abandoned by IIDC. However, as a condition of appointing ECUA as a joint receiver, the Court required ECUA be named as a respondent in this legal proceeding.

The County has moved to amend the petition to include ECUA as a respondent. A proposed Order granting the motion to amend the petition to add ECUA as a respondent has been submitted to Judge Shackelford. Once Judge Shackelford signs the Order, then a summons will be issued to ECUA for their response. Because the proceeding will now involve two local governments, it will be necessary to invoke the dispute resolution procedures provided for by Chapter 164, Florida Statutes. It is hoped that both parties will meet informally to resolve the abandonment proceedings and agree on certain improvements to the water and wastewater systems previously operated by IIDC so that ECUA will become the ultimate transferee of the Innerarity utility systems.

BUDGETARY IMPACT:

N/K

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler, Deputy County Attorney, is litigating this case for the County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 367.165(2), Florida Statutes, governs the abandonment of a utility and the procedures to follow so that a receiver can be appointed to ensure the continuing function of the utility for its customers.

IMPLEMENTATION/COORDINATION:

The County Attorney's Office is coordinating with the Clerk of the Circuit Court and Comptroller, the County Administrator, and the Office of Management and Budget to ensure IIDC continues operating for its customers. ECUA has been appointed a joint receiver.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6889 **County Attorney's Report** **10. 6.**
BCC Regular Meeting **Action**
Meeting Date: 09/25/2014
Issue: Authorization to Voluntarily Dismiss the Circuit Court Action against property located at 1999 Massachusetts Avenue (Sean's Outpost, Inc.)
From: Kerra Smith, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for the County Attorney's Office to Voluntarily Dismiss the Circuit Court Action against property located at 1999 Massachusetts Avenue (Sean's Outpost, Inc.)

That the Board take the following action:

A. Authorize the the County Attorney's Office to voluntarily dismiss without prejudice the circuit court action seeking injunctive relief against the owners of 1999 Massachusetts Avenue for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code; and

B. Authorize the County Attorney's Office leave to re-file the above referenced action in the future without further Board action if legally appropriate.

BACKGROUND:

On March 18, 2014, the Board authorized the County Attorney's Office to file a circuit court action seeking declaratory and/or injunctive relief against the owners of 1999 Massachusetts Avenue for continued violations of the Escambia County Code of Ordinances and the Escambia County Land Development Code. Due to legal considerations, the County Attorney's Office has determined that it is appropriate to voluntarily dismiss the current action without prejudice. The appeal of the Special Magistrate's decision in the code enforcement action is still pending and will not be affected by this action.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A