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 – February 2, 2016 – 9:00 a.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Robinson.

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. Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Joseph A. Scialdone, Billing Manager in the Emergency Medical Services Division of the Public Safety Department, as "Employee of the Month" for February 2016.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Andrew J. Ordonia, Corrections Department, on his retirement after 20 years of dedicated service;

B. The Proclamation commending and congratulating Charles Vann, Corrections Department, on his retirement after 7 years of dedicated service;

C. The Proclamation commending and congratulating Emmett L. Vann, Corrections Department, on his retirement after 15 years of dedicated service;

D. The Proclamation commending and congratulating Patsy L. Weatherspoon, Corrections Department, on her retirement after 16 years of dedicated service; and

E. The Proclamation commending and congratulating Ola E. Wolff, Corrections Department, on her retirement after 20 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. 9:01 a.m. Public Hearing for consideration of adopting the Escambia County Bob Sikes Bridge Toll Plaza Electronic Tolling Ordinance.

Recommendation: That the Board take the following action concerning the Escambia County Electronic Tolling Ordinance:

A. Adopt an Ordinance creating Volume I, Chapter 86, Article VII, Division 3, Section 86-245, of the Escambia County Code of Ordinances relating to toll enforcement for the Bob Sikes Bridge Toll Plaza, authorizing the Florida Department of Transportation (FDOT) to engage in toll enforcement at the Toll Plaza and issue Uniform Traffic Citations (UTC) for toll violations on behalf of the County; and

B. Adopt, and authorize the Chairman to sign the Resolution establishing an amended schedule of tolls for the use of the Bob Sikes Bridge.

[Funding source: Fund 167, Bob Sikes Toll Fund. The $0.08 transaction fee that will be deducted from every $1 SunPass toll transaction will be utilized to cover the costs of the tolling enforcement]

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 the December 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2015, as required by Ordinance Number 95-13; on December 31, 2015, the portfolio market value was $292,705,186 and portfolio earnings totaled $140,866 for the month; the short-term portfolio yield was 0.29%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.23%; the enhanced cash portfolio achieved a yield of 0.67%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.76%; the long-term CORE portfolio achieved a yield of 1.30%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.27%.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Special Board of County Commissioners Workshop-RESTORE held January 11, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 12, 2016;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 21, 2016;

D. Approve the Minutes of the Attorney-Client Sessions held January 21, 2016, at 3:30 p.m. and 4:00 p.m.; and

E. Approve the Minutes of the Regular Board Meeting held January 21, 2016.

(BACKUP FOR ITEM A TO BE DISTRIBUTED UNDER SEPARATE COVER)

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 5, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2015-22 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2015-22**
Address:	Northwest Corner Highway 196 and Highway 95-A
Property Reference No.:	22-2N-31-1103-000-000
Property Size:	19.89 (+/-) acres
From:	Agr, Agricultural district (one du/20 acres)
To:	RMU, Rural Mixed-use district (two du/acre)
FLU Category:	RC, Rural Community
Commissioner District:	5
Requested by:	Thomas Hammond, Agent for Eli Miller, Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond

2. 9:07 a.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 5, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 9:08 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02

   That the Board of County Commissioners (BCC) review and approve transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map.

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

4. 9:09 a.m. - A Public Hearing Concerning the Review of Redfish Harbor, a Planned Unit Development

   That the Board of County Commissioners (BCC) review and approve the PUD for Redfish Harbor. At the January 5, 2016, Planning Board Meeting, the Board recommended approval.

5. 9:10 a.m. - Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

That the Board of County Commissioners (BCC) review the Planning Board's recommendation for Rezoning Case Z-2015-23.

This hearing serves as the first of two required public hearings before the BCC as set forth in F.S. 125.66(4)(b).

At the January 5, 2016, Planning Board meeting, the Board recommended approval of this rezoning.

Case No.:	**Z-2015-23**
Address:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
Property Reference No.:	17-2S-30-5016-000-002; 17-2S-30-5016-002-002; 17-2S-30-5016-001-001; 17-2S-30-5009-000-062; 17-2S-30-5009-000-064; 172S-30-5009-000-068; 17-2S-30-5009-041-041; 18-2S-30-6000-001-056; 18-2S-30-6000-004-055; 18-2S-30-6000-004-056; 18-2S-30-6000-005-056; 18-2S-30-6000-002-056; 18-2S-30-6000-003-047; 18-2S-30-6000-003-048; 18-2S-30-6000-003-055; 18-2S-30-6000-017-047
Property Size:	53.98 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre); HC/LI, Heavy Commercial Light Industrial district (du density limited to vested residential development, lodging unit density not limited by zoning); HDMU, High Density Mixed-use district (25 du/acre); Rec, Recreation district (du density limited to vested development)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	MU-U, C, Rec (P, pending State review)
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Priscilla McCorvey, Mary Armstrong

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, February 18, 2016

5:45 p.m. - A Public Hearing - Amending Recycle Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480115 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bridge No. 480115, Molino Road (County Road [CR] 182) over Penasula Creek.

A. Adopt the Resolution authorizing the Agreement;

B. Adopt the Resolution authorizing the Temporary Road Closure;

C. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Bridge No. 480115, Molino Road (CR 182) over Penasula Creek; and

D. Authorize the Chairman or Vice Chairman to execute the Resolutions and the Agreement and any subsequent documents required for implementation of the bridge replacement.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

2. Recommendation Concerning the Scheduling of a Public Hearing Regarding Escambia County Area Transit's Proposed Service Route Modifications - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:32 p.m., on February 18, 2016, for the purpose of receiving comments from the general public concerning the proposed Escambia County Area Transit (ECAT) service route modifications, proposed with the intent of enhancing safety, on-time performance, route connectivity, and operating efficiency.

3. Recommendation Concerning the Amendment of Agreement for Design/Build Myrtle Grove Sidewalks and Drainage - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment to Design/Build Contract (PD 12-13.051) between Escambia County and Panhandle Grading & Paving, Inc., to amend the Standard Design-Build Contract for PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, approved by the Board on February 6, 2014, which is amended to acknowledge "that it [the DESIGN/BUILD FIRM] has been advised of its obligation to comply with the requirements of Form FHWA 1273, Required Contract Provisions for Federal-Aid Construction Contracts, attached hereto, the terms of which are expressly agreed to be incorporated by reference and made a part of this Agreement."

4. Recommendation Concerning the Amendment of Agreement for Bob Sikes Toll System Upgrade Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Amendment of Agreement between Escambia County, Florida, and Transcore, LP Relating to the Bob Sikes Toll System Upgrade Project PD 14-15.030, originally approved by the Board on July 7, 2015, which is amended as follows:

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of this Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of this Agreement, including any amendments, and the General Terms and Conditions shall control.

C. County shall furnish to the Contractor up to One (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

3. That Exhibit A, General Terms and Conditions, Section 4. PROGRESS PAYMENTS, Paragraph 4.5 of the Agreement is hereby amended as follows:

~~4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.~~

5. Recommendation Concerning the Letter of Support for Escambia Community Clinics for the Oral Health Expansion Funding Grant Application - Amy Lovoy, Assistant County Administrator

That the Board ratify the signature of the Vice Chairman on the letter of support for Escambia Community Clinics for their Oral Health Expansion Funding Grant Application (HRSA-16-076), which would create greater access to dental care for the residents of Escambia County.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Budget Amendment #060 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board approve Budget Amendment #060, Santa Rosa Island Public Works, General Fund (001), in the amount of $110,468, from Reserves for Operating to the SRI Public Works Budget to purchase replacement lights at Casino Beach on Pensacola Beach. The Santa Rosa Island Authority (SRIA) has transferred funds to the County's General Fund (001), for the cost to replace and repair these lights.

2. Recommendation Concerning Supplemental Budget Amendment #066 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #066, Local Options Sales Tax Fund (352), in the amount of $65,082, to recognize refund proceeds from Gulf Power for a canceled Pensacola Beach road improvement and lighting project, and to appropriate these funds back to the Local Options Sales Tax (LOST) Fund.

3. Recommendation Concerning the Revised Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016 - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action regarding the revised Detailed Work Plan Budget for the Mosquito Control Division for Fiscal Year 2015-2016:

A. Rescind the Board's action of June 25, 2015, CAR II-4, approving and authorizing the Chairman to sign the Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016;

B. Approve the revised Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016; and

C. Authorize the Chairman to sign the document.

Note: This is coming back to the Board due to an internal audit by the Florida Department of Agriculture and Consumer Services (FDACS) Inspector General after it was determined that more detailed account codes were needed to be in compliance with Chapter 388 Florida Statute and Rule Chapter 5E-13 of the Florida Administrative Code. This revision to the Detailed Work Plan does not change the revenue Mosquito Control will receive from the FDACS.

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

4. Recommendation Concerning the Purchase of Nine Agricultural-Type Tractors for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the county to utilize the National Joint Powers Alliance Contract #021815-DAC and award a Purchase Order to Deere & Company, in the amount of $391,070.70, for nine 2016 John Deere Model 6105E 2WD, over 100HP, agricultural-type tractors for the Road Division, according to the specifications of VE 15-16.001. The Purchasing Department posted the request on the Escambia County Website for 30 days, with no responses.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost 210405, Object Code 56401]

5. Recommendation Concerning the Purchase, Installation, and Continued Data Monitoring Contract for a Vehicle Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board approve the purchase of hardware, installation, and a one year Data Monitoring Contract with Networkfleet, Inc., in the amount of $220,423. This amount would provide for the hardware purchase, installation, and monitoring of 431 additional selected Escambia County vehicles and the continued monitoring of 200 current Global Positioning System (GPS) units during the Contract period. This Purchase and Monitoring Contract will utilize the existing General Services Administration (GSA) Contract # GS-07F-5559R.

   [Funding Source: Fund 175 "Transportation Trust Fund", Cost Center 210405, Object Code 55201 and 53401]

6. Recommendation Concerning the Contract Award for County Road 399 Traffic Calming at Portofino Condominiums - Claudia Simmons, Office of Purchasing, Purchasing Manager

   That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., for Standard Road/Drainage Construction, per the terms and conditions of PD 15-16.013, CR 399 Traffic Calming at Portofino Condominiums, for a lump sum of $1,135,083.35.

   [Funding: Fund 352, LOST III, Cost Center 210119, Object Code 56301, Project Number 16EN3424]

   Funds for the CR399 Portofino Traffic Calming Project were received from the SRIA through an Interlocal Agreement approved by the Board on October 8, 2015.

7. Recommendation Concerning the Contract Award for Design Services for Willowbrook Lake Dam - Claudia Simmons, Office of Purchasing, Purchasing Manager

   That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Sigma Consulting Group, Inc., per the terms and conditions of PD 15-16.004, Design Services for Willowbrook Lake Dam, for a lump sum of $93,975, plus allowances of $21,350 for a total of $115,325.

   [Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 15EN3325]

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9730 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 02/02/2016
Issue: Adoption of Proclamation
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Joseph A. Scialdone, Billing Manager in the Emergency Medical Services Division of the Public Safety Department, as "Employee of the Month" for February 2016.

BACKGROUND:
On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of $250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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

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

BUDGETARY IMPACT:
The Employee of the Month Award Program will cost $250 per month; the Employee of the Year Award Program will cost $500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Scialdone proc

P R O C L A M A T I O N

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

***WHEREAS**, Joseph A. Scialdone, Billing Manager in the Emergency Medical Services (EMS) Division of the Public Safety Department, began his employment with the county in August of 2010, and is selected for "Employee of the Month" for February 2016, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Scialdone is a retired CH-53 pilot with the United States Marine Corps, a member of the Pensacola Marine Corps League, and an avid motorcyclist. He is married to his wife, Candace, and is a proud father of four; and*

***WHEREAS**, he is committed to community service as an active Big in the Big Brother Big Sister Program of Northwest Florida, a 4th degree member of the Knights of Columbus Council #7027, a member of the Saint Rose of Lima Catholic Parish, and a Santa Rosa cold weather volunteer; and*

***WHEREAS**, he is responsible for all aspects of the EMS billing and collection process, as well as supervision of personnel, implementation and oversight of policies and procedures, and training of staff; and*

***WHEREAS**, Mr. Scialdone is responsible for ensuring that all requirements are met in the highly-regulated field of medical billing, and under his leadership, the financial health of the Emergency Medical Services' Enterprise Fund went from a period of receiving a substantial General Fund subsidy to being self-sustaining, to having over $14 million in reserves; and*

***WHEREAS**, Mr. Scialdone has proven to be one of the most significant influencers in the EMS financial turnaround, ensuring that Escambia County will continue to provide its citizens and visitors with an outstanding Emergency Medical Services Division not dependent on the taxpayer dollar; and*

***WHEREAS**, he implemented an externship program with local schools, which led to Virginia College awarding Escambia County "Employer of the Year" from 35 extern sites; and*

***WHEREAS**, he has self-initiated many changes to the EMS Billing processes and procedures, significantly improving efficiency and leading to all internal and external audits finding no notable deficiencies; and*

***WHEREAS**, Mr. Scialdone has implemented routine training for his staff, resulting in positive comments from well-tenured employees, as well as increased knowledge and confidence they have gained through him; and*

***WHEREAS**, EMS conducts third-party customer satisfaction surveys. The report for the last quarter showed an 86% satisfaction rating out of 209 random contacts, which is a sign of the great things he is able to obtain for this organization as a positive and effective leader.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Joseph A. Scialdone on his selection as the "Employee of the Month" for February 2016.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: February 2, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9712 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 02/02/2016
Issue: Adoption of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Andrew J. Ordonia, Corrections Department, on his retirement after 20 years of dedicated service;

B. The Proclamation commending and congratulating Charles Vann, Corrections Department, on his retirement after 7 years of dedicated service;

C. The Proclamation commending and congratulating Emmett L. Vann, Corrections Department, on his retirement after 15 years of dedicated service;

D. The Proclamation commending and congratulating Patsy L. Weatherspoon, Corrections Department, on her retirement after 16 years of dedicated service; and

E. The Proclamation commending and congratulating Ola E. Wolff, Corrections Department, on her retirement after 20 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

020216 Ret Procs

PROCLAMATION

WHEREAS, *Andrew J. Ordonia has faithfully served the Corrections Department, Jail Division of Escambia County for over 20 years, retiring as a Corrections 1st Lieutenant; and*

WHEREAS, *Mr. Ordonia has been an invaluable member of the Corrections team since February of 1995 when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and worked in multiple sections, to include security, court services and admissions, classification and release; and*

WHEREAS, *Mr. Ordonia has worked to bring kindness and love to the lives of his family and co-workers and always went above and beyond his call of duty; and*

WHEREAS, *Mr. Ordonia must be commended for his stellar leadership skills, his professional and personal dedication and service to the Corrections Department; and*

WHEREAS, *Mr. Ordonia will be deeply missed by his friends and colleagues.*

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 Andrew J. Ordonia on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Andrew J. Ordonia for over 20 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 2, 2016

PROCLAMATION

***WHEREAS**, Charles Vann has faithfully served the Corrections Department, Jail Division of Escambia County for over 7 years, retiring as a Corrections Sergeant; and*

***WHEREAS**, Mr. Vann has been an invaluable member of the Corrections team since July of 2008 when he accepted a Corrections Officer position with the Corrections Department; and*

***WHEREAS**, Mr. Vann has worked to bring kindness and love to the lives of his family and co-workers; and*

***WHEREAS**, Mr. Vann must be commended for his professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Mr. Vann will be deeply missed by his friends and colleagues.*

***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 Charles Vann on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Charles Vann for over 7 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 2, 2016

PROCLAMATION

WHEREAS, *Emmett L. Vann has faithfully served the Corrections Department, Jail Division of Escambia County for over 15 years, retiring as a Corrections Sergeant; and*

WHEREAS, *Mr. Vann has been an invaluable member of the Corrections team since August of 2000 when he accepted a Corrections Officer position with the Corrections Department and worked in multiple sections of the jail, to include security and admissions, classification and release; and*

WHEREAS, *Mr. Vann has worked to bring kindness and love to the lives of his family and co-workers; and*

WHEREAS, *Mr. Vann must be commended for his professional and personal dedication and service to the Corrections Department; and*

WHEREAS, *Mr. Vann will be deeply missed by his friends and colleagues.*

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 Emmett L. Vann on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Emmett L. Vann for over 15 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 2, 2016

PROCLAMATION

***WHEREAS**, Patsy L. Weatherspoon has faithfully served the Corrections Department, Jail Division of Escambia County for over 16 years, retiring as a Corrections Detention Assistant; and*

***WHEREAS**, Ms. Weatherspoon has been an invaluable member of the Corrections team since April of 1999 when she accepted a Detention Assistant position with the Corrections Department and was dedicated to the agency and was a very reliable and faithful employee; and*

***WHEREAS**, Ms. Weatherspoon has worked to bring kindness and love to the lives of her family and co-workers; and*

***WHEREAS**, Ms. Weatherspoon must be commended for her professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Ms. Weatherspoon will be deeply missed by her friends and colleagues and her loyalty to the agency should not go unnoticed.*

***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 Patsy L. Weatherspoon on her retirement.*

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 2, 2016

PROCLAMATION

WHEREAS, *Ola E. Wolff has faithfully served the Corrections Department, Jail Division of Escambia County for over 20 years, retiring as a Corrections Officer Sergeant; and*

WHEREAS, *Mrs. Wolff has been an invaluable member of the Corrections team since March of 1995 when she accepted a Corrections Officer position with the Corrections Department and worked in multiple sections, to include security and booking, and has always thought about other employees and subordinates before herself; and*

WHEREAS, *Mrs. Wolff has worked to bring kindness and love to the lives of her family and co-workers and has always gone above and beyond her call of duty; and*

WHEREAS, *Mrs. Wolff must be commended for her professional and personal dedication and service to the Corrections Department; and*

WHEREAS, *Mrs. Wolff will be deeply missed by her friends and colleagues and her acts of humanity towards employees in need.*

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 Ola E. Wolff on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ola E. Wolff for over 20 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: February 2, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9668 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 02/02/2016

Issue: 9:01 a.m. Public Hearing - Escambia County Bob Sikes Bridge Toll Plaza Electronic Tolling Ordinance

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of adopting the Escambia County Bob Sikes Bridge Toll Plaza Electronic Tolling Ordinance.

Recommendation: That the Board take the following action concerning the Escambia County Electronic Tolling Ordinance:

A. Adopt an Ordinance creating Volume I, Chapter 86, Article VII, Division 3, Section 86-245, of the Escambia County Code of Ordinances relating to toll enforcement for the Bob Sikes Bridge Toll Plaza, authorizing the Florida Department of Transportation (FDOT) to engage in toll enforcement at the Toll Plaza and issue Uniform Traffic Citations (UTC) for toll violations on behalf of the County; and

B. Adopt, and authorize the Chairman to sign the Resolution establishing an amended schedule of tolls for the use of the Bob Sikes Bridge.

[Funding source: Fund 167, Bob Sikes Toll Fund. The $0.08 transaction fee that will be deducted from every $1 SunPass toll transaction will be utilized to cover the costs of the tolling enforcement]

BACKGROUND:

At the January 21, 2016 regular meeting, the Board approved the scheduling of a Public Hearing to consider the creation of the above referenced Ordinance.

Escambia County, working with TransCore, is currently in the process of implementing electronic tolling (ET) at the Bob Sikes Bridge Toll Plaza via SunPass® in cooperation with FDOT. The County will utilize SunPass® technology in order to implement ET at the Plaza, making it interoperable with FDOT's SunPass® technologies and systems.

Pursuant to §316.1001, Florida Statutes, county staff requests the Board of County

Commissioners to authorize FDOT to engage in toll enforcement at the Plaza, and to issue Uniform Traffic Citations (UTC) for toll violations on behalf of Escambia County. The $0.08 transaction fee that will be deducted from every $1.00 SunPass toll transaction will be utilized to cover the costs of the tolling enforcement.

BUDGETARY IMPACT:

Funding is available in Fund 167, Bob Sikes Toll Fund.

The $0.08 transaction fee that will be deducted from every $1.00 SunPass toll transaction will be utilized to cover the costs of the tolling enforcement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance and Resolution were reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Works staff will transmit a copy of the adopted Ordinance, and will coordinate with FDOT staff for proper implementation of the Ordinance.

Attachments

Ordinance

Resolution

ORDINANCE 2016-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 86, ARTICLE VII, DIVISION 3, SECTION 86-245 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO TOLL ENFORCEMENT FOR THE BOB SIKES BRIDGE TOLL PLAZA; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County desires to implement electronic tolling (ET) at the Bob Sikes Bridge Toll Plaza; and

WHEREAS, in cooperation with the Florida Department of Transportation (FDOT), the County shall utilize Sunpass® technology in order to implement ET at the Plaza that is interoperable with the FDOT's Sunpass® technologies and systems; and

WHEREAS, pursuant to §316.1001, Florida Statutes, the County is authorized to designate toll enforcement officers to enforce the payment of tolls and issue uniform traffic citations for toll violations at County owned toll facilities; and

WHEREAS, the Board of County Commissioners finds that authorizing the FDOT to engage in toll enforcement at the Plaza and issue uniform traffic citations for toll violations on behalf of the County serves a compelling public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. **Creation.** Volume I, Chapter 86, Article VII, Section 86-245 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 86-245. –Toll Enforcement for the Bob Sikes Bridge Toll Plaza

(a) Pursuant to §316.1001(2)(a), Florida Statutes, Escambia County hereby designates the toll enforcement officers of Florida's Turnpike Enterprise, a division of the Florida Department of Transportation, as toll enforcement officers authorized to enforce the payment of tolls and issue uniform traffic citations for toll violations incurred on the Bob Sikes Bridge Toll Plaza.

(b) This provision is intended to supplement the enforcement provided by law enforcement officers pursuant to §316.1001, Florida Statutes. Nothing herein shall be construed to prohibit or impede a law enforcement officer from issuing a citation for toll violations in accordance with usual traffic enforcement procedures.

Section 3. **Severability.**

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and

severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code.

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

Section 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 1/3/16

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

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING AN AMENDED SCHEDULE OF TOLLS FOR THE USE OF THE BOB SIKES BRIDGE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Escambia County, Florida, previously enacted Ordinance 93-23 establishing a schedule of tolls for persons using the Bob Sikes Bridge (the "Bridge"); and

WHEREAS, per the Ordinance, the schedule of tolls may be amended by resolution of the Board of County Commissioners; and

WHEREAS, the Board finds that in order to advance the health, safety and general welfare of the citizens of Escambia County, an amended schedule of tolls is necessary for the continued maintenance, repair, and administration of the Bridge.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the schedule of tolls attached hereto as Exhibit A is hereby established for those persons using the Bridge.

Section 3. That the prior schedule of tolls adopted by the Board of County Commissioners is hereby superseded.

Section 4. That this Resolution and Schedule of Tolls shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: KdWad ACA
Date: 1/5/16

RESOLUTION NUMBER R2016-___

EXHIBIT A
SCHEDULE OF TOLLS

Cash Toll - One way onto Santa Rosa Island:

All vehicles	$1.00

Annual Passes:

Homestead Pensacola Beach Resident	$5.00
General public/Passenger vehicle	$50.00
General public/Commercial vehicle	$70.00

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-9689 **Clerk & Comptroller's Report** **10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 02/02/2016
Issue: December 2015 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the December 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2015, as required by Ordinance Number 95-13; on December 31, 2015, the portfolio market value was $292,705,186 and portfolio earnings totaled $140,866 for the month; the short-term portfolio yield was 0.29%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.23%; the enhanced cash portfolio achieved a yield of 0.67%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.76%; the long-term CORE portfolio achieved a yield of 1.30%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.27%.

Attachments

December 2015 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
December 31, 2015

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 2015-2016
December 31, 2015

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value November 30, 2015	Market Value December 31, 2015
Bank Accounts	$ 29,215,711	$ 13,434,775
Money Market Accounts	45,813,365	55,866,437
State Board of Administration	20,371,624	95,388,605
Certificates of Deposit	10,000,000	-
Money Market Mutual Fund	6,909,145	2,059,834
U.S. Treasury Bond/Notes	41,534,695	46,043,215
Federal Agency Bond/Note	43,380,837	43,303,479
Municipal Bonds	5,445,740	5,425,324
Corporate Notes	22,401,757	21,609,241
Commercial Paper	8,576,660	9,574,276
Total Portfolio Assets:	$ 233,649,534	$ 292,705,186
Current Month Earnings:	**$ 143,094**	**$ 140,866**
Fiscal Year to Date Earnings:	**$ 280,847**	**$ 421,713**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	November 30, 2015	December 31, 2015
Market Value	**$ 105,400,700**	**$ 164,689,817**
Short Term Portfolio Yield:	**0.20%**	**0.29%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.16%	0.23%
Fiscal YTD Earnings:	**$ 38,543**	**$ 68,307**

ENHANCED CASH PORTFOLIO:	November 30, 2015	December 31, 2015
Market Value	**$ 40,181,916**	**$ 33,679,169**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.59%**	**0.67%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.65%	0.76%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.91%	1.04%
Effective Duration (Years)	**1.03**	**0.95**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.77	1.80
Fiscal YTD Earnings:	**$ 52,698**	**$ 72,663**

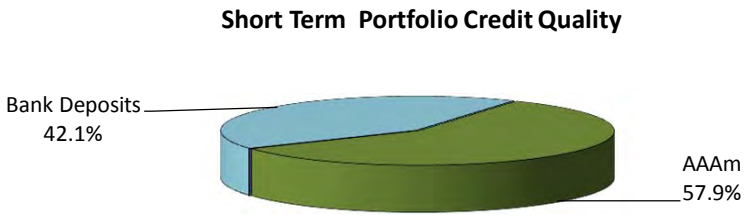
LONG TERM CORE PORTFOLIO:	November 30, 2015	December 31, 2015
Market Value	**$ 88,066,918**	**$ 94,336,199**
CORE Portfolio Yield to Maturity at Cost:	**1.25%**	**1.30%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.15%	1.27%
CORE Portfolio Total Return:	**-0.24%**	**-0.16%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.30%	-0.15%
Effective Duration (Years)	**2.47**	**2.62**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.61	2.63
Fiscal YTD Earnings:	**$ 189,606**	**$ 280,743**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2015-2016
December 31, 2015

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

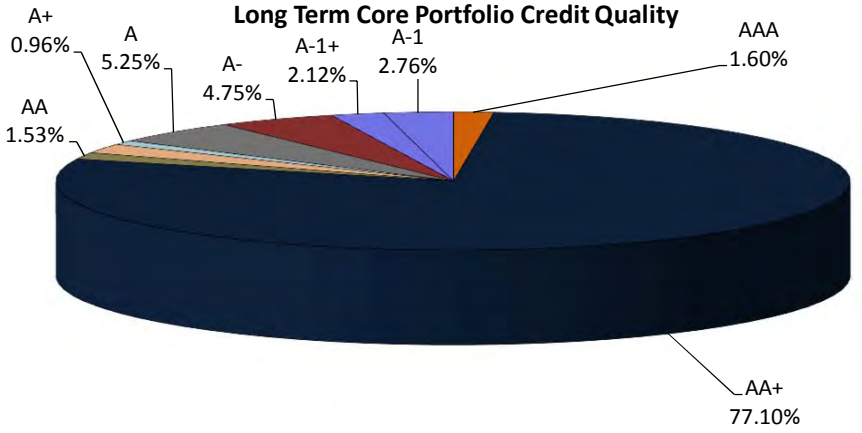
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 13,434,775	8.2%
Money Market Accounts	55,866,437	33.9%
Certificates of Deposit	-	0.0%
State Board of Administration	95,388,605	57.9%
Total Short Term Portfolio Assets:	**$ 164,689,817**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

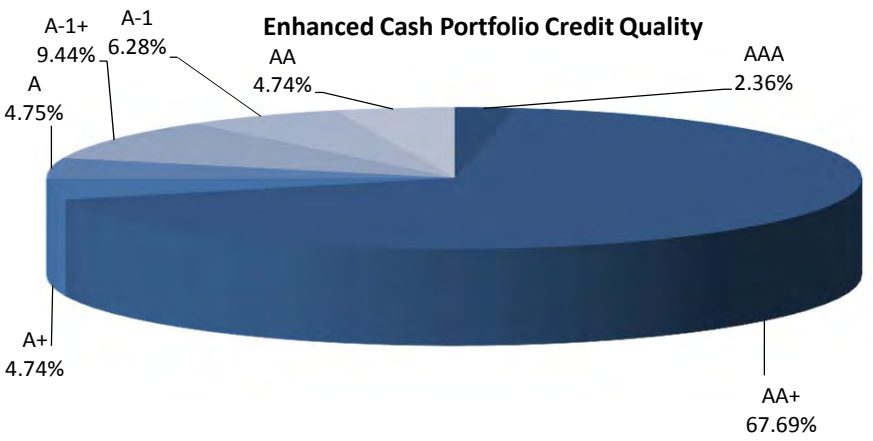
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 44,046,419	46.7%
Federal Agency Bond / Note	25,347,308	26.9%
Municipal Obligations	5,425,324	5.8%
Commercial Paper	4,593,221	4.9%
Corporate Note	14,854,235	15.7%
Money Market Mutual Fund - Federated Government	69,693	0.1%
Total Long Term Core Portfolio Assets:	**$ 94,336,199**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 1,996,796	5.9%
Federal Agency Bond / Note	17,956,171	53.3%
Corporate Note	6,755,006	20.1%
Commercial Paper	4,981,054	14.8%
Money Market Mutual Fund - Federated Government	1,990,141	5.9%
Total Enhanced Cash Portfolio Assets:	**$ 33,679,169**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
December 31, 2015

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	95,388,605	32.6%	25%	No
United States Treasury Securities		46,043,215	15.7%	100%	Yes
Federal Instrumentalities		43,303,479	14.8%	100%	Yes
Certificates of Deposit		-	0.0%	20%	Yes
Savings Accounts		55,866,437	19.1%	100%	Yes
Commercial Paper		9,574,276	3.3%	25%	Yes
Corporate Notes		21,609,241	7.4%	20%	Yes
State and/or Local Government Debt		5,425,324	1.9%	25%	Yes
Bank Accounts - Bank of America		13,434,775	4.6%	100%	Yes
Money Market Mutual Fund		2,059,834	0.7%	50%	Yes
Total Investment Holdings	**$**	**292,705,186**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,488,473	0.9%	5%	Yes
American Honda Finance	900,721	0.3%	5%	Yes
Apple Inc. Corporate Notes	749,738	0.3%	5%	Yes
Bank Accounts - Bank of America	13,434,775	4.6%	100%	Yes
Bank of New York Mellon Corporate Notes	1,992,520	0.7%	5%	Yes
BNP Paribas	2,598,671	0.9%	5%	Yes
Calleguas Water District, CA REV Bond	1,507,260	0.5%	10%	Yes
Caterpillar Corporate Notes	750,188	0.3%	5%	Yes
Cisco Systems Inc.	2,008,358	0.7%	5%	Yes
City of New York	1,696,328	0.6%	10%	Yes
Chevron Corporation Corp Notes	750,185	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,991,379	0.7%	10%	Yes
Exxon Mobil Corporate Notes	749,136	0.3%	5%	Yes
Federal Farm Credit Bank	6,480,719	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	8,637,239	3.0%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,809,254	4.0%	25%	Yes
Federal National Mortgage Association (FNMA)	16,376,267	5.6%	25%	Yes
Fidelity Institutional Government MMF	2,059,834	0.7%	25%	Yes
Florida Prime (SBA)	95,388,605	32.6%	25%	No
General Electric Corporate Notes	3,258,173	1.1%	5%	Yes
Hancock Bank	22,593,336	7.7%	10%	Yes
HSBC Holdings PLC	994,418	0.3%	5%	Yes
John Deere Corporate Notes	754,172	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,990,302	0.7%	5%	Yes
Merk & Co Corporate Notes	750,072	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
December 31, 2015

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Mississippi State	755,829	0.3%	**10%**	**Yes**
PACCAR Financial Corp Notes	750,320	0.3%	**5%**	**Yes**
Pepsico, Inc.	1,971,281	0.7%	**5%**	**Yes**
Servisfirst Bank	22,700,863	7.8%	**10%**	**Yes**
State of Connecticut	682,598	0.2%	**10%**	**Yes**
Summit Bank Money Market Account	10,572,238	3.6%	**10%**	**Yes**
Toronto Dominion HDG USA Commercial Paper	1,992,704	0.7%	**10%**	**Yes**
Toyota Motor Credit Commercial Paper	2,991,521	1.0%	**10%**	**Yes**
United States Treasury Securities	46,043,215	15.7%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	783,309	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes	751,185	0.3%	**5%**	**Yes**
Total Investment Holdings	**$ 292,705,186**	**100.0%**		

AI-9722 **Clerk & Comptroller's Report** **10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 02/02/2016
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Special Board of County Commissioners Workshop-RESTORE held January 11, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 12, 2016;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 21, 2016;

D. Approve the Minutes of the Attorney-Client Sessions held January 21, 2016, at 3:30 p.m. and 4:00 p.m.; and

E. Approve the Minutes of the Regular Board Meeting held January 21, 2016.

(BACKUP FOR ITEM A TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

20160112 CW Workshop
20160121 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 12, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:44 a.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Commissioner Steven L. Barry, District 5
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

   Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:01 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on January 9, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule January 11 – January 15, 2016, Legal No. 1652503*.

AGENDA NUMBER – Continued

3. FDOT Roadway Project

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by Tracy Boutwell, P.E., Consultant Project Manager, American Consulting Engineers of Florida, LLC, and was advised by Ms. Boutwell that:

(1) The Project Development and Environment (PD&E) Study of U.S. 90 extends from Scenic Highway in Escambia County to Glover Lane in Santa Rosa County, which is eleven miles;

(2) The purpose is to engineer alternatives for the potential six-laning of the project area, due to the highway reaching its current capacity, and to help accommodate future growth both for commuters and as an emergency evacuation route;

(3) A State Environmental Impact Report will be prepared at the end of the PD&E Study;

(4) The Transportation Planning Organization (TPO) has added this project as a six lane project with express transit, and the Florida Department of Transportation (FDOT) will coordinate with the TPO as necessary;

(5) The project will proceed through 2016 and 2017, with completion expected near the end of 2017; however, only the PD&E Study is currently funded; and

(6) A Public Kick-off Meeting is scheduled for January 28, 2016, at the Santa Rosa County Auditorium; and

B. Board Direction – None.

(Continued on Page 3)

AGENDA NUMBER – Continued

4. Short-Term Vacation Rental Ordinances

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Regulation of Short-term Vacation Rentals*, presented by County Attorney Alison Rogers, and the C/W:

      (1) Was advised by County Attorney Rogers that:

         (a) The County has three options concerning short-term vacation rentals in residential neighborhoods:

            - Do nothing and allow existing Ordinances (Noise, Building Permitting Process, etc.) to govern
            - Wait and see the results of two Bills being heard this Legislative Session, knowing that possibly neither would strike the State's pre-emption or be successful
            - Follow the example of other local governments, such as Flagler County and the City of Destin, and pass regulatory Ordinances that require compliance with registration, Tourist Development Tax payment, life safety standards, potential nuisances, etc.

         (b) Staff needs to know whether the Board prefers the level of regulation provided by the Flagler County or City of Destin Ordinance, whether the Ordinance should apply county-wide, what areas to regulate, and who will be responsible for enforcement; and

      (2) The C/W agreed to take no action at this time and re-address the issue in the future, as necessary; and

   B. Board Direction – None.

5. LOST (Local Option Sales Tax) Discussion

   A. Board Discussion – The C/W agreed to meet individually with staff to discuss the LOST III funds and will address reprioritization of projects at a future date; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

6. Jail Update

   A. Board Discussion – The C/W was advised by County Administrator Brown that this item has been dropped from the agenda; and

   B. Board Direction – None.

7. Presentation on Promise Zone

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *HUD – Promise Zone Initiative*, presented by Kathleen Huebach, University of West Florida (UWF), and the C/W:

      (1) Was advised by Ms. Huebach that:

         (a) The Promise Zone Initiative is based on the idea that a child's zip code should not be the sole factor that determines his or her success in life;

         (b) "Promise Zone" is a "designation" and not a "grant," with a purpose to partner the Federal Government with local leaders to build ladders of opportunity and revitalize urban, rural, and tribal communities;

         (c) This is the third and final round of applications through Housing and Urban Development (HUD), and five urban designations, one tribal designation, and one rural designation will be made during this round, and Pensacola will apply for one of the five urban designations by the February 23, 2016, deadline;

         (d) Benefits are non-monetary and include preference for certain competitive federal grant programs across numerous federal agencies and possible tax incentives in the zone;

(Continued on Page 4)

AGENDA NUMBER – Continued

7. Continued…

   A. Continued…

      (1) Continued…

         (e) Pensacola Promise's implementing partners are the City of Pensacola, Escambia County, UWF, Pensacola State College (PSC), the Escambia County School Board, the United Way of Escambia County, and other supporting agencies and organizations that would support the work both with monetary (City of Pensacola, School Board, and UWF) and in-kind contributions (PSC and United Way);

         (f) Pensacola Promise is requesting a contribution of $20,000 to assist with management of the initiative, as well as commitment toward oversight and working committees; and

         (g) Goals for those in the proposed Promise Zone are to:

            - Increase educational opportunities for children living and attending school in the Promise Zone
            - Improve health and wellness of residents
            - Improve and expand housing resources
            - Increase economic activity
            - Increase the number of residents who are workforce ready to attract new business
            - Decrease serious and/or violent crime

      (2) Directed staff to identify a funding source for the requested $20,000 and bring it to a regular Board meeting at a later date; and

   B. Board Direction – None.

8. Adjourn

   Chairman Robinson declared the C/W Workshop adjourned at 10:44 a.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 21, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 9:46 a.m.)

Present: Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Douglas B. Underhill, District 2

1. FOR INFORMATION: The agenda for the January 21, 2016, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and

   E. County Attorney Rogers reviewed the County Attorney's Report.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9652 **Growth Management Report** **10. 1.**
BCC Regular Meeting
Meeting Date: 02/02/2016
Issue: Review of the Rezoning Case Heard by the Planning Board on January 5, 2016
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 5, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2015-22 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2015-22**
Address:	Northwest Corner Highway 196 and Highway 95-A
Property Reference No.:	22-2N-31-1103-000-000
Property Size:	19.89 (+/-) acres
From:	Agr, Agricultural district (one du/20 acres)
To:	RMU, Rural Mixed-use district (two du/acre)
FLU Category:	RC, Rural Community
Commissioner District:	5
Requested by:	Thomas Hammond, Agent for Eli Miller, Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond

BACKGROUND:

The above case was owner initiated and heard at the January 5, 2016, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning case. 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 and is based on the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2015-22

Z-2015-22

also correctly posted on the subject property?
MR. HOLMER: Yes, it was.
MR. BRISKE: Is Mr. Page here?
MR. HOLMER: Mr. Chairman, if I could, Andrew Holmer, Development Services Division Manager. Yesterday afternoon at the close of business I received a phone call from the agent in this case requesting a continuance. I told him we would need some sort of written request. That was provided at 8:00 p.m. last night, requesting a 90-day continuance. Mr. Page is not here that I'm aware of and our department director has requested that it be dropped instead of continued.
MR. BRISKE: Okay.
MR. HOLMER: I did assure or remind the agent in this case there is no guarantee of a continuance from this Board, that it was a request they had to make.
MR. BRISKE: So where is the recommendation to drop coming from? It's coming from staff members.
MS. SMITH: It's coming from me, Mr. Chairman. I wouldn't recommend going forward on the case in the absence of the agent. That sort of negates their right to present evidence and cross-examine the witnesses. It would be my recommendation that

VOID

you remove it from the agenda and allow them to bring it back when they're ready.
MR. BRISKE: So I think there was a concern that if it was dropped that they would have to wait a six-month period. Was that in part of his letter?
MR. HOLMER: That was in the email. If a request is denied there is a six-month moratorium on it coming back for the exact same thing, if the request is denied, which would be different than the case being dropped. It's not even being heard, so it's not being denied.
MR. TATE: He should be able to bring it back at his own convenience.
MS. SMITH: Correct.
MR. BRISKE: So he could bring it back next month or whenever he was ready.
We have a motion to drop. Is there a second?
MR. CORDES: Second.
MR. BRISKE: Any further discussion on this one?
MS. SMITH: Mr. Chairman, who made the motion to drop?
MR. BRISKE: Mr. Tate.
MR. CORDES: Second.
MR. BRISKE: Any further discussion? All those

in favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed?
(None.)
MR. BRISKE: The motion carries.
(Motion passed unanimously.)
MR. BRISKE: That one will be dropped and left to the discretion of the agent when to bring it back.
(The transcript continues on Page 16.)
* * *

VOID

* * *

CASE NO: Z-2015-22

Applicant: Thomas Hammond, Agent for Eli H. Miller, Owner

Address: Northwest Corner of Highway 196 and Highway 95-A

Property Size: 19.89 (+/- acres)

From: Agr, Agricultural district (One du/20 acres)

To: RMU, Rural Mixed-use district (Two du/acre)

MR. BRISKE: The next rezoning case is Z-2015-22. The applicant is Tom Hammond, the agent for Eli Miller, the owner, the northwest corner of Highway 196 and Highway 95-A, 19.89 acres, from AGR, Agricultural District, to a RMU, Rural Mixed Use District.
On this case, members of the Board, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or general public? I'll also ask if you have visited this subject property and disclose if you are a relative or business associate of any of the partners, please.
Ms. Oram?
MS. ORAM: No to all.

MR. HIGHTOWER: No to all.
MR. PYLE: No to all.
MR. LOWERY: No to all.
MR. BRISKE: The Chairman. No to all.
08:49AM MR. TATE: No to all.
MR. CORDES: No to all.
MR. WINGATE: No to all.
MR. BRISKE: Staff, on this case was notice of the hearing sent to all interested parties?
08:49AM MS. STUBBS: Yes, sir.
MR. BRISKE: Was that notice of the hearing also correctly posted on the subject property?
MR. MCCARDY: Yes, it was.
MR. BRISKE: Mr. Hammond, do you have any
08:49AM objections to the staff presenting the maps and photography?
MR. HAMMOND: No, sir.
MR. BRISKE: He's indicated no, so at this time we'll have the staff present the maps and photography, please.
(Presentation of Maps and Photographs.)
MR. MCCARDY: Thank you, Mr. Chairman. Kevin McCardy, Escambia County Urban Planner. Here's the location map showing angular area in red. The
08:49AM aerial map and the wetlands map showing triangular

also. This is the existing land use surrounding the area. And this is our Future Land Use classification of Rural Community. Our 500-foot zoning map. This is the public notice sign.
08:50AM Looking north onto the subject property, a photograph. A photograph looking south from the subject property. And looking east along Highway 196 towards Highway 95-A. Looking west along Highway 196. Our Chris Jones, Escambia County
08:50AM Property Appraiser, 500-foot radius map. Here also is our 500-foot mailing list that was sent.
MR. BRISKE: Okay. Board members, any questions on the maps or photography?
Tom, if you will come forward, please, and I'll have you sworn in.
(Thomas Hammond sworn.)
MR. BRISKE: Good morning, sir. Please state your name and address for the record.
MR. HAMMOND: Good morning. Happy New Year.
08:51AM Tom Hammond, Hammond Engineering, 3802 North "S" Street, Pensacola, Florida, 32505.
MR. BRISKE: Thank you, Mr. Hammond. Good morning. Have you received the staff's copy of the Rezoning Hearing Package and the Findings-of-Fact?
08:51AM MR. HAMMOND: Yes, sir, I have.

MR. BRISKE: Do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comp Plan, furthers the goals, objectives
08:51AM and policies of the plan and is not in conflict with any portion of the Land Development Code?
MR. HAMMOND: Yes, sir, I do.
MR. BRISKE: At this time I only have the applicant signed up to speak. In some cases we're
08:51AM able to kind of fast track them if there are no objections to them. Board members, do you have any questions on this?
MR. TATE: It was previously reviewed, Mr. Chair. Mr. Hammond, do you agree with Staff's
08:52AM Findings-of-Fact and accept those as your findings?
MR. HAMMOND: I just want to make a couple of statements. I'm working for Jimmy Miller and Eli Miller. They're from the north end of the county, so most people around there probably know who they
08:52AM are. They want to do a single-family residential development there. It's likely going to be an unplatted type subdivision where they all front up on the existing road, five, four acres plus minus lots. That is their intention. I know the use
08:52AM doesn't really come into play here. I have received

their Findings-of-Fact and they match my Findings-of-Fact and I stand by what the County has to say.
MR. BRISKE: Okay.
08:52AM (Motion by Mr. Tate.)
MR. TATE: With that in mind, I move to accept the case Number Z-2015-22 and forward our recommendation of approval from Agricultural to Rural Mixed Use to our Board of County
08:53AM Commissioners.
MR. LOWERY: Second.
MR. BRISKE: A motion and a second. Any discussion on the case? All right. All those in favor, say aye.
08:53AM (Board members vote.)
MR. BRISKE: Opposed?
(None.)
MR. BRISKE: The motion carries unanimously.
(Motion passed unanimously.)
MR. HAMMOND: Thank you.
MR. BRISKE: Thank you.
MR. TATE: We'll make sure the next time he gets a hard one.
(The transcript continues on Page 21.)
* * *

Planning Board-Rezoning **6. B.**

Meeting Date: 01/05/2016
CASE : Z-2015-22
APPLICANT: Thomas Hammond, Agent for Eli H. Miller, Owner
ADDRESS: Northwest Corner of Highway 196 and Highway 95-A
PROPERTY REF. NO.: 22-2N-31-1103-000-000
FUTURE LAND USE: RC, Rural Community
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 02/02/2016

SUBMISSION DATA:
REQUESTED REZONING:

FROM: Agr, Agriculture district (one du/20 acres)

TO: RMU, Rural Mixed-use district (two du/acre)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

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

CPP FLU 1.3.1 Future Land Use Categories. The Rural Community (RC) category is 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. The range of allowable uses include: agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial. The maximum residential density is 2 dwelling units per acre.

CPP FLU 3.1.4 Rezoning. Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FINDINGS

The proposed amendment to Rural Mixed-Use (RMU) **is consistent** with the intent and purpose of Future Land Use category Rural Community (RC) as stated in CPP FLU 1.3.1. The increased density **is consistent** with the allowable uses of the Future Land Use category. The Comprehensive Plan permits rezoning to districts allowing higher residential densities in the Rural Community (RC) Future Land Use as stated in FLU 3.1.4.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

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

Sec. 3-2.2 Agricultural district (Agr)

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

Sec. 3-2.4 Rural Mixed-use district (RMU)

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas

and land use regulations for a mix of low density residential uses and compatible non-residential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

(b) Permitted uses. Permitted uses within the RMU district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.
b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger.
See also conditIonal uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:
a. Automotive fuel sales.
b. Convenience stores.
c. Drugstores.
d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.
e. Hardware stores.
See also permitted agricultural and related uses and conditional uses in this district.

(3) Retail services. The following small scale (gross floor area 6000 sq.ft. or less per lot) retail services with no outdoor work or storage.
a. Bed and breakfast inns.
b. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.
c. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
d. Repair services, including motor vehicle repair, appliance repair, furniture refinishing and upholstery, watch and jewelry repair, and small engine and motor services.

e. Restaurants, excluding on-premises consumption of alcoholic beverages and drive-in or drive-through service.
See also permitted agricultural and related uses and conditional uses in this district.

(4) Public and civic.
a. Cemeteries, including family cemeteries.
b. Clubs, civic or fraternal.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools, on lots one acre or larger.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Offices for government agencies or public utilities, small scale (gross floor area 6000 sq.ft. or less per lot).
h. Places of worship on lots one acre or larger.
i. Public utility structures 150 feet or less in height, excluding telecommunications towers.
See also, conditional uses in this district.

(5) Recreation and entertainment.
a. Campgrounds and recreational vehicle parks on lots five acres or larger.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Marinas, private only.
d. Parks, with or without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.

(6) Industrial and related. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and location and use regulation Part III, the Land Development Code, chapter 4. *Borrow pits require conditional use on land zoned RR prior to the adoption of the RMU zoning.

(7) Agricultural and related.
a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.
b. Agricultural research or training facilities.
c. Aquaculture, marine or freshwater.
d. Farm equipment and supply stores.
e. Produce display and sales of fruit, vegetables and similar agricultural products.
f. Silviculture.

g. Stables, public or private, on lots two acres or larger.
h. Veterinary clinics, excluding outside kennels.
See also conditional uses in this district.

(8) Other uses.
a. Airports, private only, including crop dusting facilities.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed change **would be** compatible with the surrounding zonings within the Rural Community (RC) Future Land Use category. The parcel is along the intersection of two collector roadways and is adjacent to other parcels with similar residential uses and zonings. The location **would promote** compact development and not contribute to or promote strip commercial development.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area. Properties with zoning districts Agr, RR and RMU were found within the 500' radius impact area. The parcel is ±19.89 acres surrounded by single-family dwellings to the north and west. The other adjacent parcels are currently vacant.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions
Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

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

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns
Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

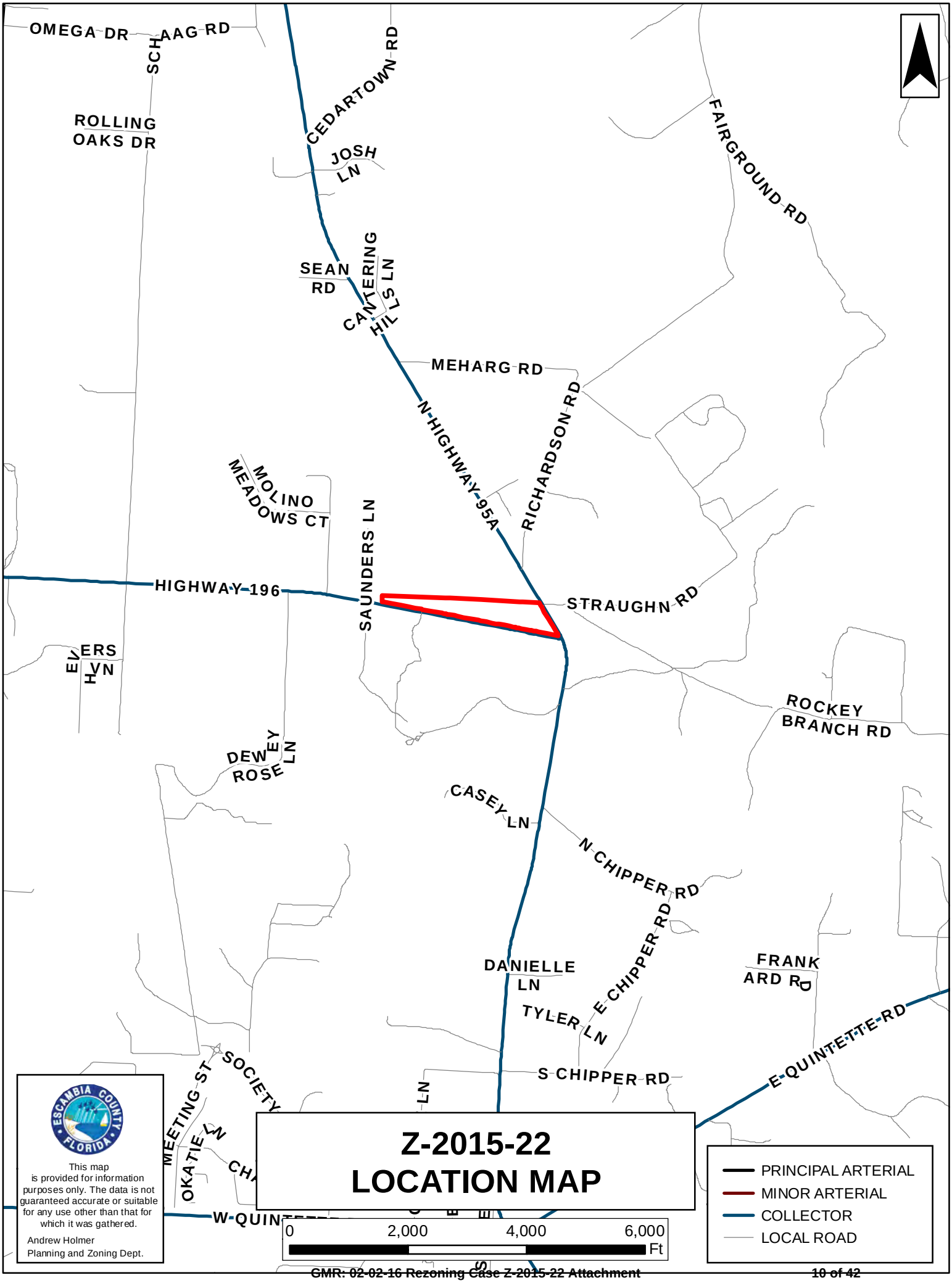
FINDINGS
The proposed amendment **would result** in a logical and orderly development pattern. The primary intent of the district is to sustain rural or semi-rural communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands.

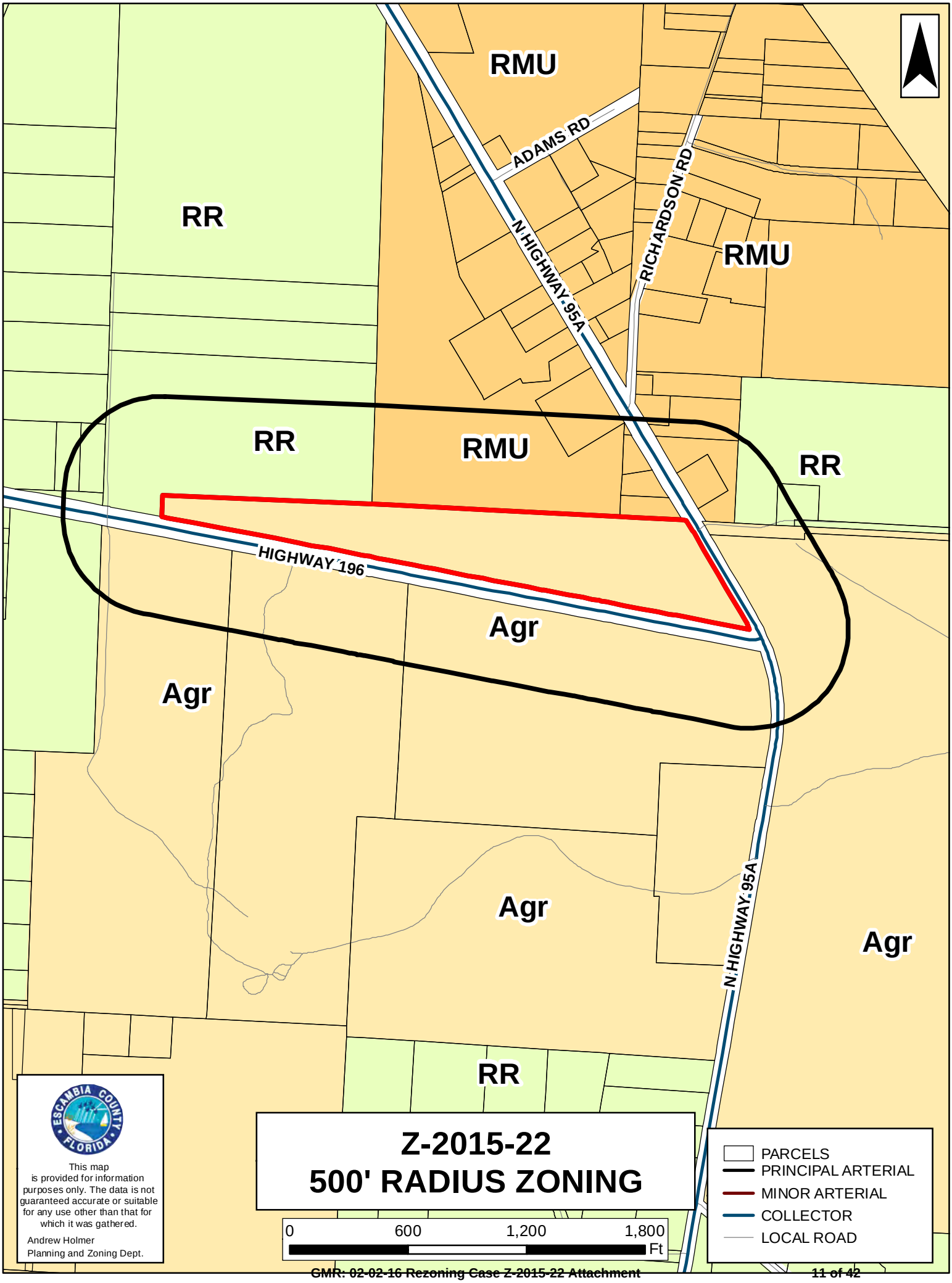
Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

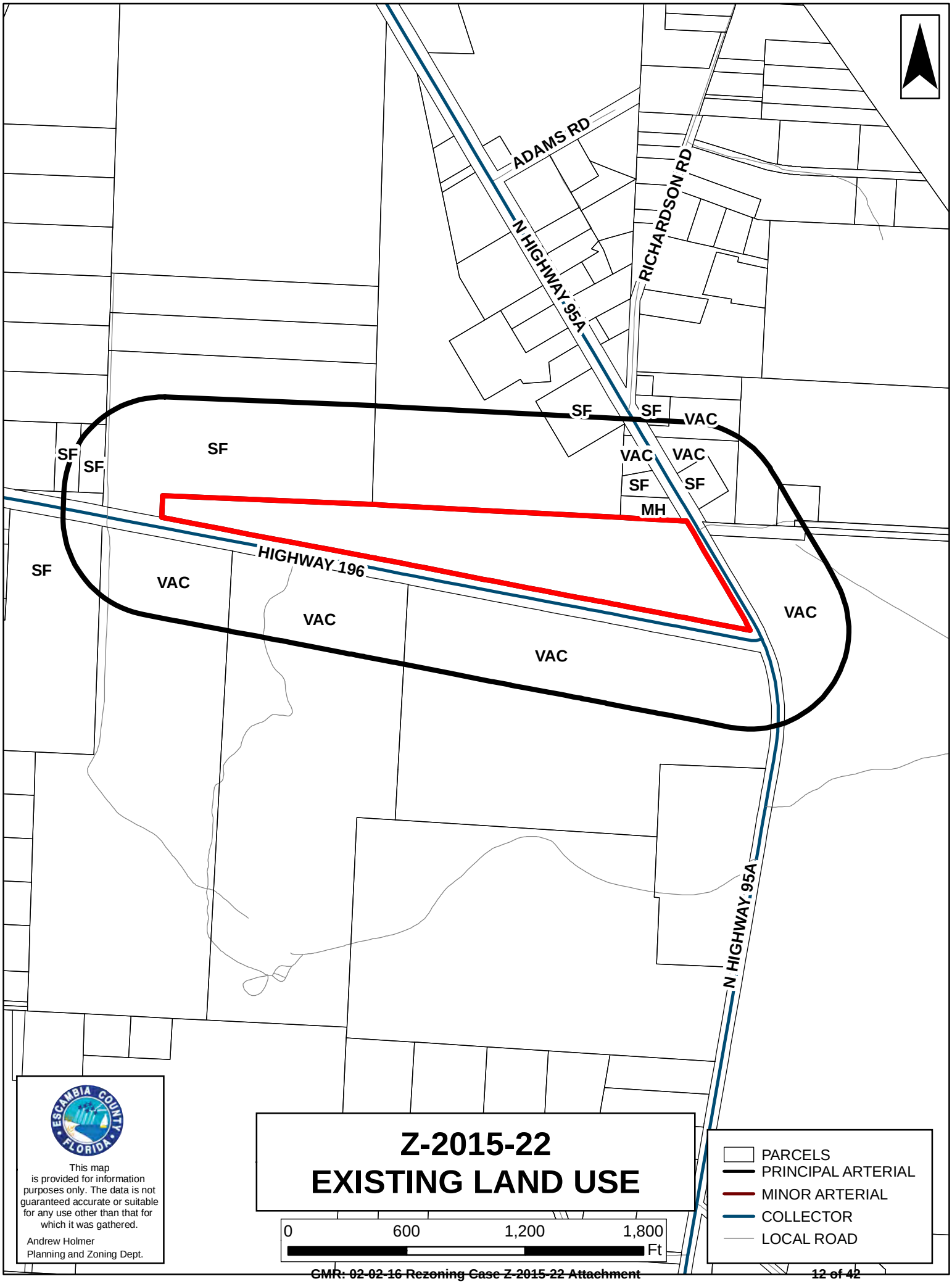
FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property which may limit the amount of uplands for development. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

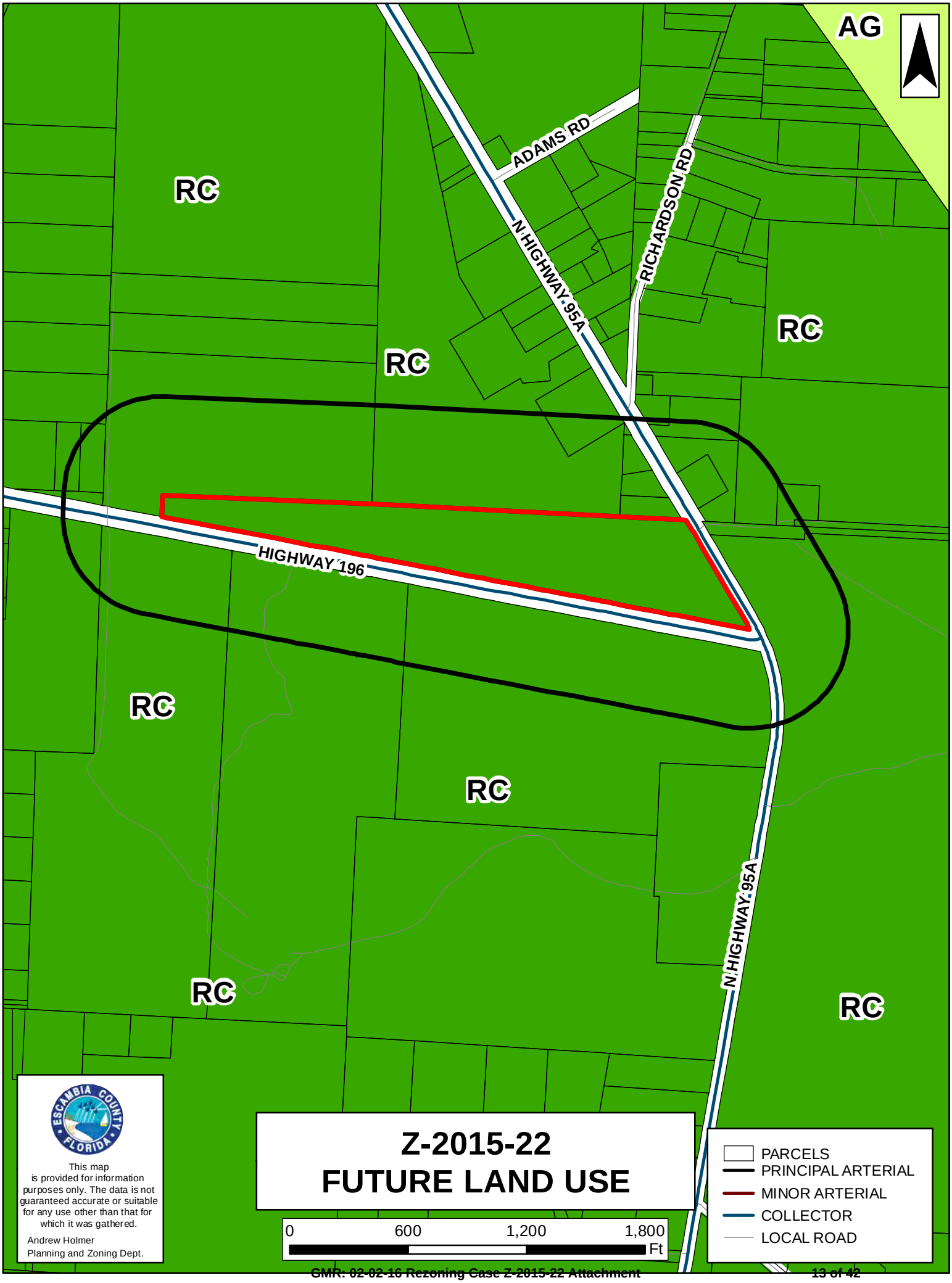
Attachments

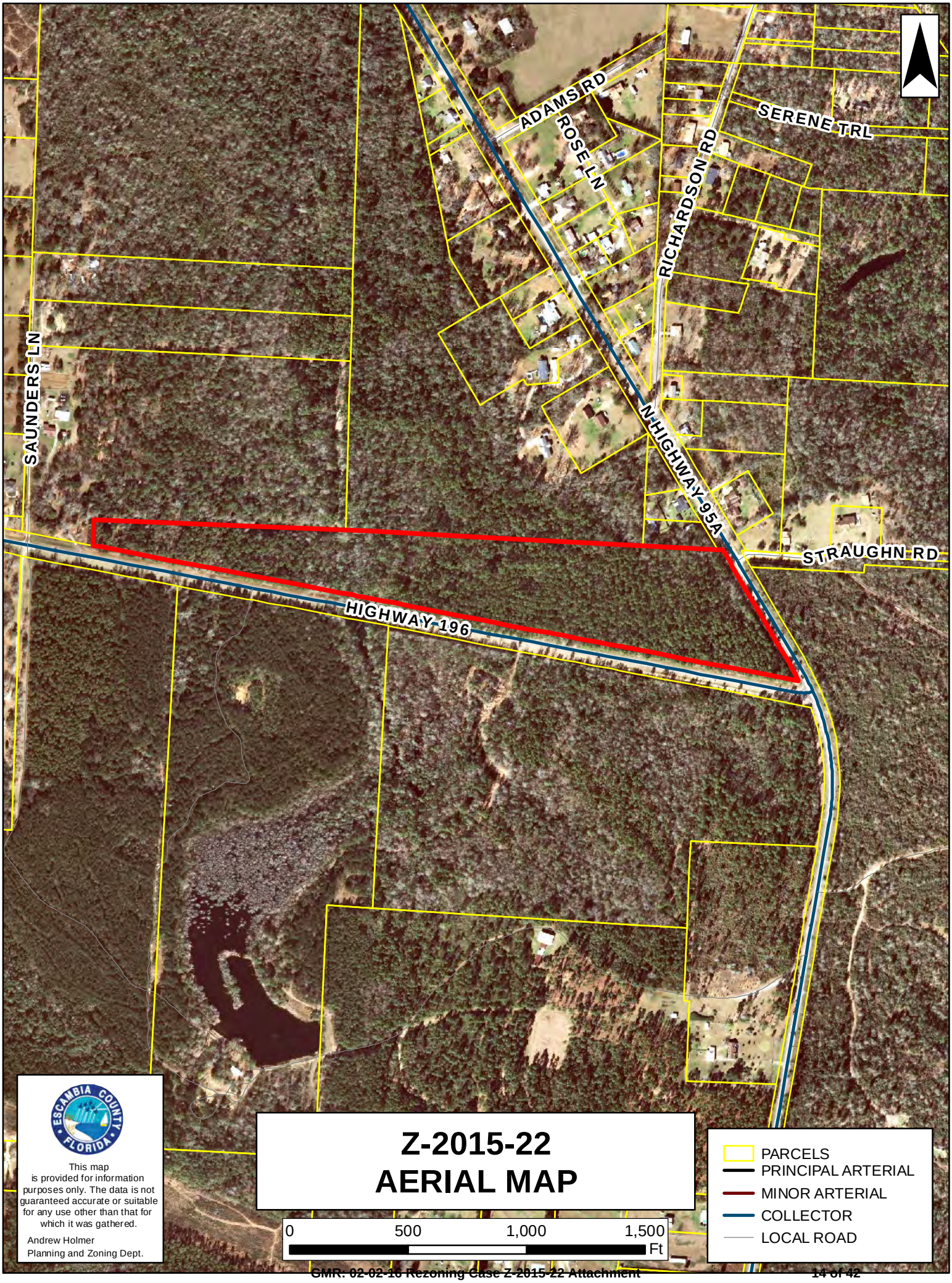
Z-2015-22

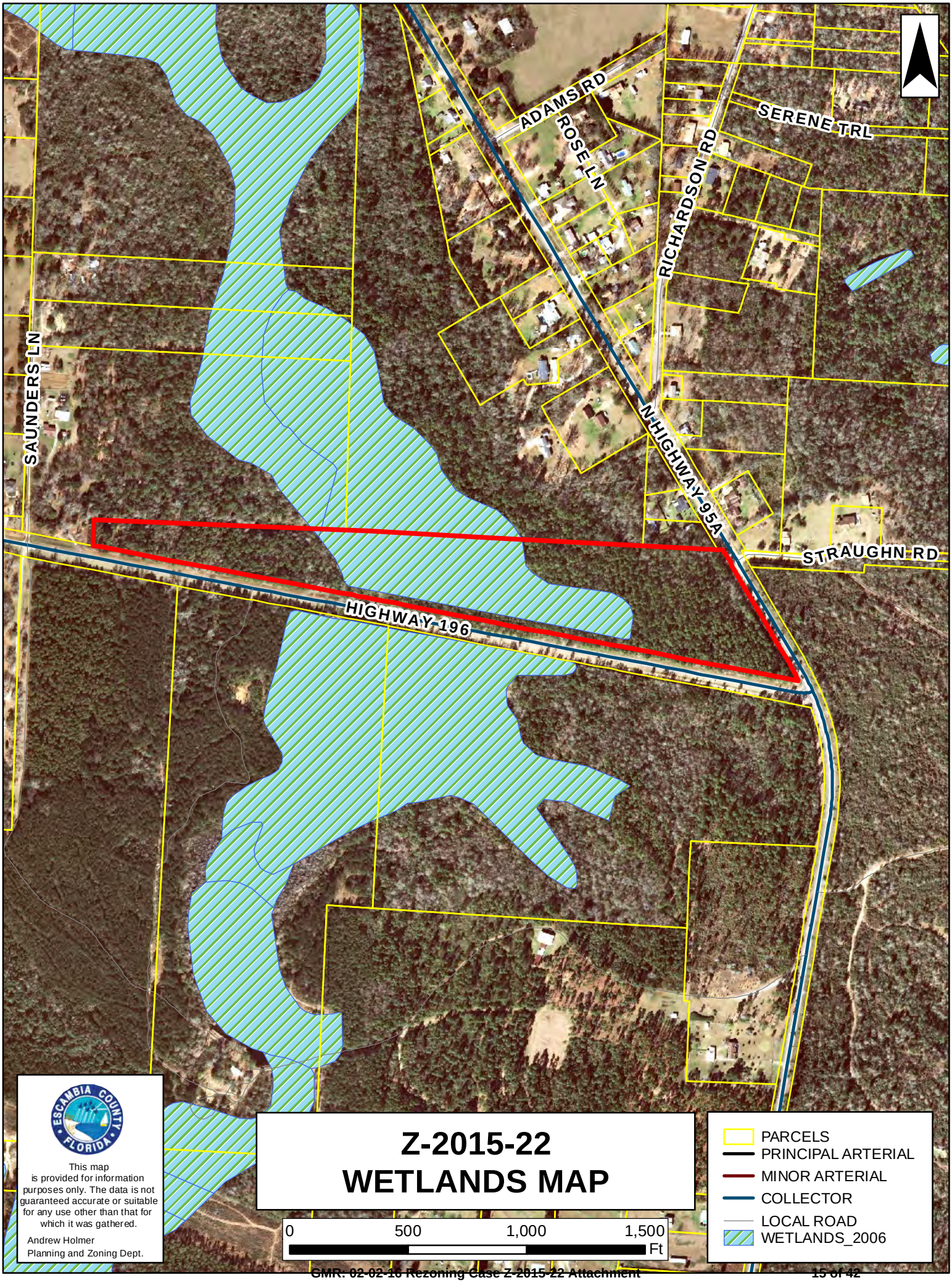

OMEGA DR
SCHAAG RD
ROLLING OAKS DR
CEDARTOWN RD
JOSH LN
FAIRGROUND RD
SEAN RD
CANTERING HILLS LN
MEHARG RD
N HIGHWAY 95A
RICHARDSON RD
MOLINO MEADOWS CT
SAUNDERS LN
HIGHWAY 196
STRAUGHN RD
EVERS HVN
ROCKEY BRANCH RD
DEWEY ROSE LN
CASEY LN
N CHIPPER RD
E CHIPPER RD
DANIELLE LN
TYLER LN
FRANK ARD RD
S CHIPPER RD
E QUINTETTE RD
SOCIETY
MEETING ST
OKATIE LN
W QUINTETTE
Z-2015-22
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
2,000
4,000
6,000
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


RMU
ADAMS RD
RICHARDSON RD
N HIGHWAY 95A
RR
RMU
RR
RMU
RR
HIGHWAY 196
Agr
Agr
Agr
N HIGHWAY 95A
Agr
RR
Z-2015-22
500' RADIUS ZONING
0
600
1,200
1,800
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.


ADAMS RD
N HIGHWAY 95A
RICHARDSON RD
HIGHWAY 196
N HIGHWAY 95A
SF
SF
SF
SF
SF
VAC
VAC
VAC
SF
SF
MH
SF
VAC
VAC
VAC
VAC
Z-2015-22
EXISTING LAND USE
0
600
1,200
1,800
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


AG
RC
RC
RC
RC
RC
RC
RC
ADAMS RD
N HIGHWAY 95A
RICHARDSON RD
HIGHWAY 196
N HIGHWAY 95A
Z-2015-22
FUTURE LAND USE
0
600
1,200
1,800
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.


ADAMS RD
ROSE LN
SERENE TRL
RICHARDSON RD
SAUNDERS LN
N HIGHWAY 95A
STRAUGHN RD
HIGHWAY 196
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-2015-22
AERIAL MAP
0
500
1,000
1,500
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2015-22
WETLANDS MAP

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006

0 500 1,000 1,500 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 Notice Sign


Looking north onto subject property



Looking south from subject property



Looking east along Highway 196 toward Highway 95-A



Looking west along Highway 196

HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION No. 3277

December 3, 2015

Mrs. Allyson Cain
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: **Re-zoning Parcel No. 22-2N-31-1103-000-000**
HEI Project No. 15-051

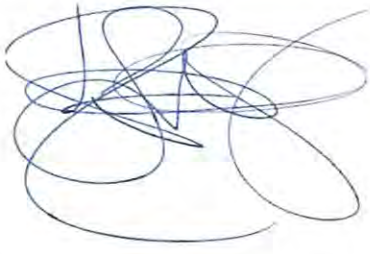
Dear Allyson:

The above referenced parcel is currently zoned AG and is located at the northwest corner of the Hwy 196 and Hwy 95-A intersection. We are requesting the site be re-zoned to RMU. The re-zoning will allow the parcel to be developed for residential subdivision with 1.0 ac lots.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Eli Miller

3802 NORTH "S" STREET PENSACOLA, FL 32505

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: AG Agr to: RMU

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

Owner(s) Name: ANDERSON DOUGLAS K SR & MILDRED & PEMBROKE MARYANN TRUSTEE FOR PEMBROKE MARYANN TRUS Phone: _____

Address: 125 ELM ST PENSACOLA, FL 32506 Email: _____

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

Property Address: NW CORNER ~~OF~~ HWY 196 & HWY 95-A

Property Reference Number(s)/Legal Description: 22-2N 31-1103-000-000

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
	Thomas G Hammond Jr	11/10/15
Signature of Owner	**Printed Name of Owner**	**Date**
Eli H. Miller	Eli H. Miller	11/10/15

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of November 2015, by Thomas G. Hammond Jr.

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

Signature of Notary (notary seal must be affixed)	Printed Name of Notary
	Ryan Sieg

NOTARY PUBLIC STATE OF FLORIDA
R. SIEG
MY COMMISSION # EE 146400
EXPIRES: December 1, 2015
Bonded Thru Budget Notary Services

FOR OFFICE USE ONLY CASE NUMBER: Z-2015-22

Meeting Date(s): 1/5/16 Accepted/Verified by: ADHOLMER Date: 12/3/15

Fees Paid: $_____ Receipt #: _____ Permit #: PRZ151200020

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 #:_____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 22-2N-31-1103-000-000

Property Address: NW Corner of Hwy 196 & Hwy 95A

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 _____ DAY OF _____, YEAR OF_____.

Signature of Property Owner	Printed Name of Property Owner	Date
Eli H. Miller	Eli H. Miller	11/10/15
Signature of Property Owner	Printed Name of Property Owner	Date

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

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #:_____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at NW CORNER OF HWY 196 & Hwy 95A, Florida, property reference number(s) 22-2N-31-1103-000-000

I hereby designate ~~[illegible]~~ THOMAS HAMMONS 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: THOMAS HAMMONS Email: tom@selonddesign.com

Address: 3802 N. 15th ST. PENSACOLA FL 32505 Phone: 434 2603

Signature of Property Owner	Printed Name of Property Owner	Date
Eli H. Miller	Eli H. Miller	11/10/15

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of November 20 15, by Eli Miller.

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

Signature of Notary	Printed Name of Notary
	Ryan Sieg

(Notary Seal)
R. SIEG
MY COMMISSION # EE 146400
EXPIRES: December 1, 2015
Bonded Thru Budget Notary Services

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

10/2012

Property Reference Number
22-2N-31-1103-000-000
Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Rural Communities (RC) Future Land use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
"FLUM Rural Community (RC)
General Description: 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.
Range of Allowable Uses: Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.
Standards: Residential Minimum Density: None Maximum Density: 2 du/acre Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)".

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with the Land Development Code

The parcel is currently zoned AGR(Agriculture). The proposed re-zoning of the subject parcel to RMU (Rural Mixed Use) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S min 2du/ac max 25du/ac max 1.0 FAR	MU-U min 3.5du/ac max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, min density	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU FLU-limited max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com FLU-limited max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

LDC 3:7

The parcel is located on the northwest corner of CR 196 and CR 95-A. The majority of the existing development surrounding the subject parcel is of single family residential nature. The project parcel is bordered by Rural Mixed Use parcels along its north boundary and Rural Residential property along a portion of its north boundary and its west boundary line.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surrounding uses

As referenced above, the parcel is bordered by Rural Mixed Use and Rural Residential parcels on the north and west, CR 196 to the south, and CR 95-A to the east. The current use of ALL parcels adjoining the subject parcel is single family residential.

The proposed re-zoning of the parcel is compatible with the surrounding uses.

D. Changed Conditions

There are no changed conditions that impact the property or the proposed re-zoning.

E. Development Patterns

The subject parcel is located in the RC (Rural Communities) future land use district which allows for mixed use development of residential and residential supporting type commercial development.

The rezoning and future development of the subject parcel would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.

F. Effect on the Natural Environment

The subject parcel contains jurisdictional wetlands, however the majority of the parcel are uplands not encumbered by environmentally sensitive land. The requested re-zoning itself would have no effect on the Natural Environment. Any development of the parcel resulting from the rezoning would require Development Review in accordance to the LDC.

The proposed rezoning will not result in an adverse impact to the environment.

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

State: **Florida** County: **Escambia**

Plant File #:	Reinsurance #:	Premium:	Agent File #:
15-49843		**$575.00**	**15-102601**

Schedule A

1. Effective Date: **October 27, 2015 @ 08:00 AM**

2. Policy or Policies to be issued:

   a. ___ Owner's Policy — Proposed Amount of Insurance

   Eli H Miller and James E Miller, as joint tenants with full rights of survivorship — **$100,000.00**

   b. ___ Loan Policy — Proposed Amount of Insurance

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   Fee Simple

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

   Douglas K. Anderson, Sr. and Mildred Anderson, husband and wife and Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement, dated December 30, 1998

5. The land is described as follows:

   See Attached Schedule A Continuation for Legal Description

Countersigned Authorized Signatory

Issued By: **FL1015**
Citizens Title Group, Inc.
7139-B North 9th Avenue
Pensacola, Florida 32504

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with and Rider Pages incorporated by reference in the insert pages.

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule A, Continuation Page

Commence at the Northwest corner of NE 1/4 of NE 1/4 of Section 22, Township 2 North, Range 31 West; thence Easterly along the North line of said section for 280 feet for point of beginning; thence continue along the same line for 2,690 feet more or less to the West right of way line of State Road 95-A; thence Southerly along the said West right of way for 620 feet more or less to the North right of way of State Road 196; thence Westerly along said right of way of State Road 196 for 2,988 feet more or less; thence Northerly and parallel with the West line of said Section for 105 feet more or less to the point of beginning, lying in Section 22 and 23, Township 2 North, Range 31 West, Escambia County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File # : 15-49843 Agent File #: 15-102601

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule B - Section 1

The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located)

Requirements:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to wit:

   a. Warranty Deed from Mildred Anderson to Eli H. Miller and James E. Miller conveying the land described under Schedule "A".

   b. Warranty Deed from Mary Ann Pembroke, both individually, joined by spouse if married, or recitation of non-homestead clause, and as Trustee of the Maryann Pembroke Revocable Trust Agreement, dated December 30, 1998, to Eli H. Miller and James E. Miller, conveying the property described in Schedule A herein.

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.

6. Obtain and record an Affidavit stating the trust has not been amended or modified, except as heretofore disclosed, and that the Trust is still in full force and effect. Said affidavit should also recite the names(s) of the Trustee(s) currently empowered, if different from the original Trustee(s).

NOTE: The Company reserves the right to make additional requirements upon review of said Affidavit.

7. Obtain and record a certified copy of death certificate for Douglas K. Anderson, Sr..

8. Evidence in satisfactory form must be furnished that Douglas K. Anderson, Sr. and Mildred Anderson were married continuously and without interruption from November 1, 1978 to the date of death of Douglas K. Anderson, Sr. on __/__/____.

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule B - Section 2

Exceptions

Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company.

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**

2. **Rights or claims of parties in possession not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

4. **Easements or claims of easements not shown by the Public Records.**

5. **Taxes or special assessments which are not shown as existing liens by the public records.**

6. **Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.**

7. Anything to the contrary notwithstanding, this policy does not attempt to set out in the manner in which all the oil, gas and minerals in, on or under the property described in Schedule A are now vested, and this policy does not insure any oil, gas or minerals in, on or under the property described in Schedule A, nor any rights or easements in connection therewith. Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

NOTE: Real Estate Taxes for the year 2014 were paid in the amount of $34.48; Assessed Value $1,617.00; Gross Amount $35.92; Exemptions: No ; Folio No.: 222N311103000000.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:1. Deed recorded November 1, 1978 in Official Records Book 1270, Page 708, of the Public Records of Escambia County, Florida.2. Deed recorded June 6, 2005 in Official Records Book 5653, Page 404, of the Public Records of Escambia County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

Citizens Title Group, Inc.
7139 - B North 9th Avenue
Pensacola, Florida 32504
850-474-1833 fax: 850-857-1553

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. I have carefully reviewed the HUD-1 Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further ecertify that I have received a copy of HUD-1 Settlement Statement.

SUBSTITUTION FORM 1099 SELLER STATEMENT: The information contained in Blocks E, G, H and I on line 401 (or if 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER, you are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalities imposed by law.

Under penalities of perjury I certify that the number shown on this statement is my correct taxpayer identification number.

NOTE: Taxes have been prorated based on taxes for the year. Any re-proration will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and maintenance fees) have been paid or will be paid upon receipt of final bills.

Borrower: _____
Eli H Miller

Borrower: _____
James F Miller

Seller: _____
Mildred Anderson by Bonnie Jean Ard, as her attorney in fact

Seller: _____
Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

WESTCOR 15-49843

Settlement Agent: _____
Karen McCaamy

Date: November 13, 2015

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

.CTPA-B&S-15-102601

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE:	**November 13, 2015**
BUYER/BORROWER:	**Eli H Miller and James E Miller**
SELLER:	**Mildred Anderson and Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable**
PROPERTY:	**Trust Agreement dated December 30, 1998**
	Unimproved Property - Hwy 196 (Timberland), Molino, Florida 32577

We the undersigned Seller and/or Buyer/Borrowers herein acknowledge the following as conditions of the above referenced transaction:

1. All contingencies set forth in the Contract for Sale have been complied with in full.

2. All utility bills, including but not limited to water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utilitity bills will be handled outside of closing.

3. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documents is necessary and will sign such additional documents as are necessary to correct such errors.

4. Calculations of payoff figures, or principal balance and escrow account balances and/or prorations, were based on information, either obtained orally or in writing from, lender. The closing agent will not be held liable for miscalculations as a result of errors made by the lender. If there is/are discrepancies between the figures used in preparing the closing statements and future information provided by the lender, resulting in a demand by the lender for additional funds, owner will upon request forward said funds forthwith.

5. Consent is hereby given, pursuant to Rule 40186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Citizens Title Group Inc.. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Citizens Title Group Inc..

6. The proration of taxes reflected on the closing statement has been made on the basis of:

(X) Gross Tax figure for the year 2015 the amount of **$35.21**

(X) Estimated gross tax figure in the amount **$35.21**, based on information supplied to Citizens Title Group Inc. by the **Escambia** County Property Assessor's office.

7. The property may fall under the "save our homestead" act and that the property taxes may be increased based on a new assessed value.

The undersigned Owner(s) of the above referenced property herein acknowledge they (**na**) have (X) have not, filed for and received, homestead exemption in the amount of $25,000.00 for the current year.

We understand the Citizens Title Group Inc. is relying on the statements contained herein to compute the applicable tax proration amounts between Seller and Buyers and/or the appropriate tax amount for the lender's escrow account.

The closing agent will not be liable for any discrepancies that may arise in these proration figures when the actual tax bills for the year of closing are available, or any shortages in escrow accounts. Upon receipt of the current tax statement, the undersigned parties will make proration adjustments between themselves outside of the closing if the total proration difference exceeds $10.00.

Buyers:

Eli H Miller

James E Miller

Sellers:

Mildred Anderson by Bonnie Jean Ard as her attorney in fact

Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

In reference to Contract dated October 20, 2015 between Eli H Miller and James E Miller ("Buyer") and Mildred Anderson and Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998 ("Seller"), it is further agreed as follows:

Title will be held as "joint tenants with full rights of survivorship".
Closing costs are per the HUD-1 Settlement Statement.

This addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned Contract.

Date executed by Buyer(s) November 13, 2015

Eli H Miller

James E Miller

Date executed by Seller(s) November 13, 2015

Mildred Anderson
by Bonnie Jean Ard as her attorney in fact

Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998

Title Commitment Acceptance

Date: November 13, 2015

RE: CTG#: 15-102601
Property: Unimproved Property - Hwy 196 (Timberland), Molino, Florida 32577

I/We hereby acknowledge that the Title Insurance Commitment requirements and exceptions have been reviewed and find that is acceptable.

I/We have also reviewed the Survey, if any, and accepted the same.

Eli H Miller

James E Miller

.Aff-MAI-15-102601

BUYER'S AFFIDAVIT
(INDIVIDUAL)

THIS IS AN AFFIDAVIT MADE UNDER OATH. THE MAKING OF A FALSE STATEMENT WILL SUBJECT THE AFFIANT TO SEVERE CRIMINAL PENALTIES.

BEFORE ME, the undersigned authority, personally appeared Affiant, **Eli H Miller and James E Miller, as joint tenants with full rights of survivorship** , who being by me first duly sworn on oath, deposes and says:

1. Affiant is the owner of the following described property:
   Commence at the Northwest corner of NE 1/4 of NE 1/4 of Section 22, Township 2 North, Range 31 West; thence Easterly along the North line of said section for 280 feet for point of beginning; thence continue along the same line for 2,690 feet more or less to the West right of way line of State Road 95-A; thence Southerly along the said West right of way for 620 feet more or less to the North right of way of State Road 196; thence Westerly along said right of way of State Road 196 for 2,988 feet more or less; thence Northerly and parallel with the West line of said Section for 105 feet more or less to the point of beginning, lying in Section 22 and 23, Township 2 North, Range 31 West, Escambia County, Florida.
2. Affiant is in exclusive, full, complete and undisputed possession of the above described property and any personal property included therewith; there are no leases, options, claims, unpaid taxes, assessments or interests of any kind held thereon; title has not been transferred; and said property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature and description, except for real property taxes for the current year and except as shown in Title Commitment # **15-49843**.
3. There have been no improvements, alterations or repairs to the above described property for which costs thereof remain unpaid; there are no claims for labor, material or services furnished or performed for repairing or improving the same which remain unpaid; there are no mechanics', material men's or laborers' liens against the above described property; and no labor has been performed within the last 90 days which has not been paid in full in regards to said premises or personal property.
4. No judgments or decrees have been entered in any Court of this State or of the United States of America against Affiant which remain unsatisfied or unpaid; there exist no funds due to the Internal Revenue Service which remain unpaid which may result in a lien against the above described real property; and Affiant is not a non-resident alien for United States Income Tax purposes and Affiant's Federal Income Tax Payer I.D. number (SS#) is as shown below.
5. This Affidavit is made for the purpose of inducing to accept the mortgage loan being given on the above described property and inducing **Westcor Land Title Insurance Company** to authorize Citizens Title Group Inc. hereinafter "Policy Issuing Agent", to issue **Westcor Land Title Insurance Company** Policies of Title Insurance insuring the lien of the mortgage.
6. Affiant agrees to indemnify and hold Policy Issuing Agent and harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and **Westcor Land Title Insurance Company** shall sustain or become liable for under its policies of title insurance now to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording of the instruments described in said Commitment.
7. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of **Florida** for falsely swearing to statements in an instrument of this nature. Affiant affirm's he has read the foregoing affidavit and fully understands the acts contained herein. For the purposes of this affidavit, the use of the word "he" is intended and understood to mean all persons executing this affidavit be it "he", "she" or "they", and singular shall include plural, when indicated.

FURTHER, Affiants sayeth naught.

Date: November 13, 2015

Eli H Miller
SS #: 589-48-6580 SS #:

James E Miller
SS #: SS #:

STATE OF **FLORIDA**
COUNTY OF **ESCAMBIA**

THE FOREGOING INSTRUMENT was sworn and subscribed before me this **November 13, 2015** by **Eli H Miller and James E Miller, as joint tenants with full rights of survivorship** , who is either personally known to me or who produced a driver's license as identification.

(SEAL)

LARA SHIELDS
MY COMMISSION # FF 98178
EXPIRES: MARCH 15, 2018

Notary Public
Print Name:
My Commission Expires:

.RL

RELEASE OF LIABILITY

Property Address: Unimproved Property - Hwy 196 (Timberland)
Molino, Florida 32577

The undersigned Buyer(s) and Seller(s) herein agree and state that with regard to the Contract for Sale and Purchase which is the subject of this transaction that all terms, conditions and contingencies set forth therein have been either met, satisfied, or expressly waived by and to the satisfaction of the parties hereto, or in the event said terms, conditions and contingencies have not been met, satisfied or expressly waived by and to the satisfaction of the parties hereto, the parties hereto expressly relieve Settlement Agent from any and all liability.

Buyers:

Eli H Miller — 11/13/2015 Date

James E Miller — 11/13/2015 Date

_____ — 11/13/2015 Date

_____ — 11/13/2015 Date

Sellers:

_____ — 11/13/2015 Date
Mildred Anderson
by Bonnie Jean Ard as her attorney in fact

Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998 — 11/13/2015 Date

_____ — 11/13/2015 Date

_____ — 11/13/2015 Date

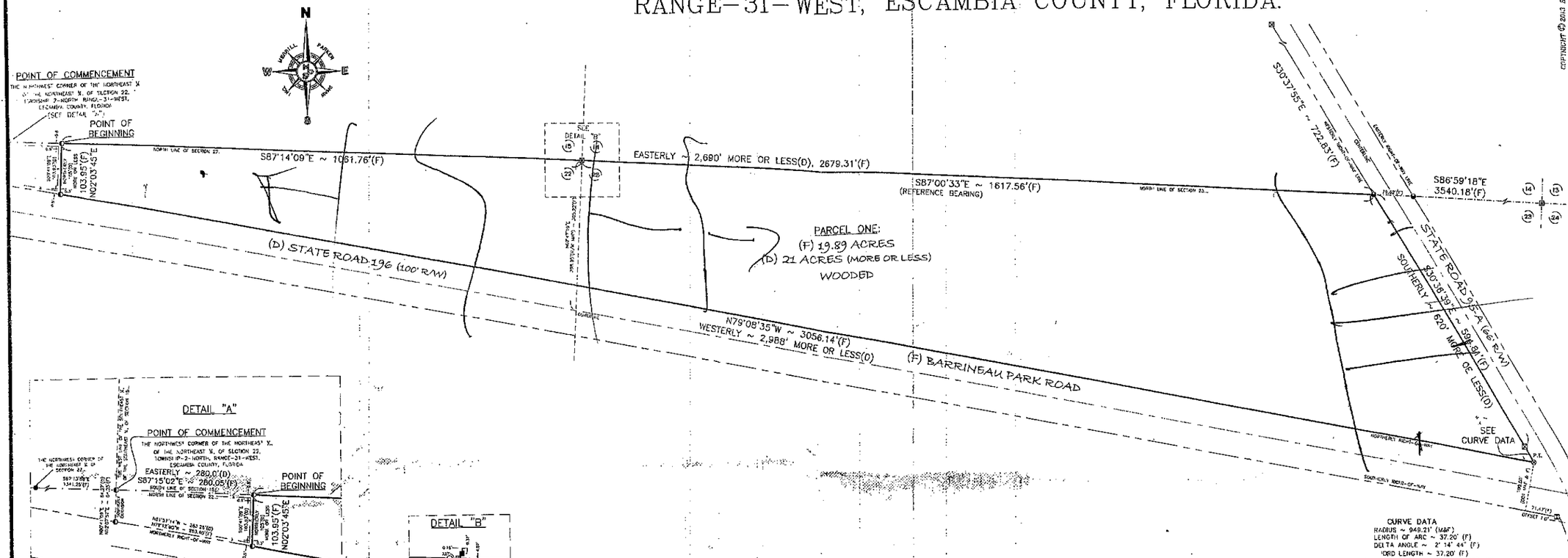
Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
7139 - B North 9th Avenue
Pensacola Florida 32504
Incident to the issuance of a title insurance policy.
File Number: 15-102601
Parcel ID #: 222N311103000000

BOUNDARY SURVEY

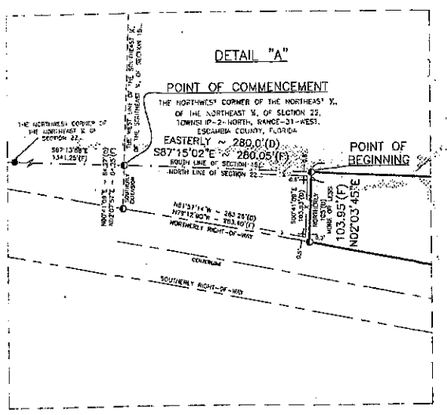
OF A PORTION OF SECTIONS 21 & 22, TOWNSHIP-2-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

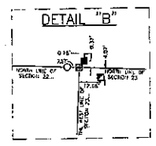
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



CURVE DATA
RADIUS ~ 949.21' (M&P)
LENGTH OF ARC ~ 37.20' (F)
DELTA ANGLE ~ 2° 14' 44" (F)
CHORD LENGTH ~ 37.20' (F)
CHORD BEARING ~ S29° 31' 49"E (F)





DESCRIPTION: (O.R. BOOK 5653, AT PAGE 504)

PARCEL ONE:
Commence at the Northwest corner of NE 1/4 of NE 1/4 of Section 22, Township 2 North, Range 31 West; thence Easterly along the North line of said section for 280 feet for point of beginning; thence continue along the same line for 2,690 feet more or less to the west right of way line of State Road 95-A; thence Southerly along the said West right of way for 620 feet more or less to the North right of way of State Road 196; thence Westerly along said right of way of State Road 196 for 2,988 feet more or less; thence Northerly and parallel with the West line of said Section for 105 feet more or less to the point of beginning, containing 21 acres more or less and lying in Section 22 and 23, Township 2 North, Range 31 West, Escambia County, Florida.

PARCEL IDENTIFICATION NUMBER: 22-2N-31-1103-000-000

SURVEYOR'S NOTES:

1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 87 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SECTION 23, TOWNSHIP-2-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

2.) SOURCE OF INFORMATION: THE DEEDS OF RECORD OF ESCAMBIA COUNTY, FLORIDA; FDOT RIGHT-OF-WAY MAPS, 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, RIGHT-OF-WAYS, 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 DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

8.) 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.

LEGEND:

- ■ ~ 6" x 6" CONCRETE MONUMENT, SRD (FOUND)
- ■ ~ 4" x 4" CONCRETE MONUMENT, NUMBER 3576 (FOUND)
- ■ ~ 4" x 4" PLAIN CONCRETE MONUMENT, (FOUND)
- □ ~ 4" x 4" CONCRETE MONUMENT, NUMBER 2726 (FOUND)
- ○ ~ 1-1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ● ~ RAILROAD SPIKE IN ASPHALT (FOUND)
- ▩ ~ LIGHTERWOOD STAKE, UNNUMBERED (FOUND)
- ⊕ ~ 5/8" CAPPED IRON ROD, FDOT (FOUND)
- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBER 6983 (FOUND)
- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)

SRD ~ SANTA ROSA COUNTY ROAD DEPARTMENT
P.I. ~ POINT OF TANGENCY
FDOT ~ FLORIDA DEPARTMENT OF TRANSPORTATION
(M) ~ FDOT RIGHT-OF-WAY MAP INFORMATION
O.R. ~ OFFICIAL RECORDS
(F) ~ FIELD MEASUREMENT/ INFORMATION
(D) ~ DEED / INFORMATION

~ INDICATES NOT TO SCALE
— X — ~ 4' HIGH HOG WIRE FENCE

CERTIFIED TO:

MILDRED ANDERSON
MARY ANN PEMBROKE TRUST

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 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 7/23/13
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3663 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2013 BY MERRILL PARKER SHAW, INC.

NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL. 32503
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE	DRAWN	CHECKED	DATE
1" = 100'	RDC	EWP	07/22/2013

FIELD DATE: 07/19/2013 FIELD BOOK: 241, PAGE 58

BOUNDARY SURVEY
OF A PORTION OF SECTIONS 21 & 22, TOWNSHIP-2-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: RICHARD PEMBROKE
PREPARED FOR: MILDRED ANDERSON / MARY ANN PEMBROKE TRUST

JOB NO.	SHEET
13-5895-S-1	1 OF 1

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **650692**

Date Issued. : 12/03/2015
Cashier ID : VHOWENS

Application No. : PRZ151200020

Project Name : Z-2015-22

PAYMENT INFO

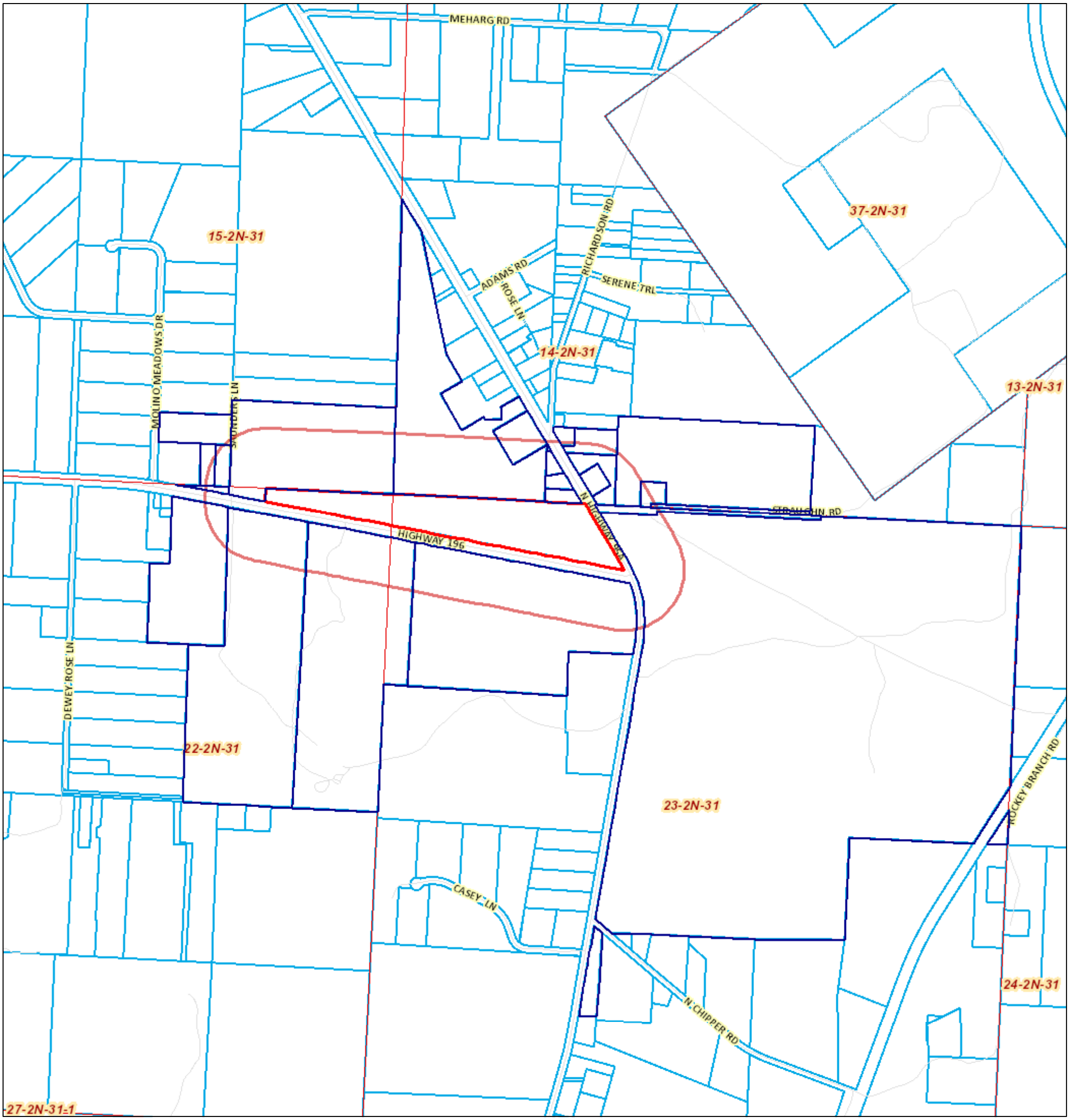
Method of Payment	Reference Document	Amount Paid	Comment
Check			
	6735	$1,270.50	App ID : PRZ151200020
		$1,270.50	Total Check

Received From : ANDERSON DOUGLAS K SR & MILDRED &
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ151200020	741975	1,270.50	$0.00	HIGHWAY 196 , MOLINO, 32577
Total Amount :		**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 12/3/2015

Chris Jones Escambia County Property Appraiser



December 14, 2015

1:9,723

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

ANDERSON DOUGLAS & MILDRED
125 ELM ST
PENSACOLA, FL 32506

ANDERSON MILDRED
5403 SAUFLEY FIELD RD
PENSACOLA, FL 32526-1629

BARRINEAU ESTATE LTD
5341 MOLINO RD
MOLINO, FL 32577

BERRY GARY L & THRESSA W
6550 HWY 99
MOLINO, FL 32577

BROWN HENRY L
4425 HWY 95-A NORTH
MOLINO, FL 32577

DUNCAN MICHAEL T
718 HWY 196
MOLINO, FL 32577

GINDL LINDA F
5070 MOLINO RD
MOLINO, FL 32577

HART DANIEL R
PO BOX 909
CANTONMENT, FL 32533

IRBY BARRY L JR
710 HWY 196
MOLINO, FL 32577

JOHNSON J C
695 BARRINEAU PARK RD
MOLINO, FL 32577

MICARI MYRTLE L
PO BOX 394
CANTONMENT, FL 32533

PAGE EDITH J
142 STRAUGHN RD
MOLINO, FL 32577

ROBINSON RANDIE & ESTER V
4310 MOLINO MEADOWS RD
MOLINO, FL 32577-9261

SMITH PATRICIA A
4423 HWY 95-A NORTH
MOLINO, FL 32577

STRAUGHN ADDIE
C/O RUTH THOMAS
PO BOX 1057
CANTONMENT, FL 32533

STRAUGHN JOHN JR
4414 HWY 95-A NORTH
MOLINO, FL 32577

THOMAS RUTH
PO BOX 1057
CANTONMENT, FL 32533

WATSON KATIE L EST OF
4352 HWY 95-A NORTH
MOLINO, FL 32577

WATSON MATTIE
4355 HWY 95-A NORTH
MOLINO, FL 32577

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2015-22 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: Tom Thurman

*Address: 3802 N. 15th St *City, State, Zip: Pensacola FL

Email Address: tom@selanddesign.com Phone: 474 2603

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

AI-9654 **Growth Management Report** **10. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/02/2016
Issue: 9:07 a.m. - A Public Hearing to Amend the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

9:07 a.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 5, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2015-22 was heard by the Planning Board on January 5, 2016. 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 case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2015-22**
Address:	NW Corner Highway 196 and Highway 95-A
Property Reference No.:	22-2N-31-1103-000-000
Property Size:	19.89 (+/-) acres
From:	Agr, Agriculture district (one du/20 acres)
To:	RMU, Rural Mixed-use district (two du/acre)
FLU Category:	RC, Rural Community

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; 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.

DRAFT

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 _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, 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-9669 **Growth Management Report** **10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/02/2016
Issue: 9:08 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

9:08 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02

That the Board of County Commissioners (BCC) review and approve transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map.

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

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.89 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P).

The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec, which are in the process of rezoning to Public (P) case number Z-2015-23. The FLU change is proposed to allow existing county government or other public institutions or agencies to continue use on already Escambia County owned property.

The subject parcels are located along the north and south side of Leonard Street, south of Fairfield Drive, east of North “L” Street and west of “G” Street. The properties are built out consisting of Escambia Jail, County Park, stormwater pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The site is largely surrounded by single-family residential use pattern zoned High Density Residential (HDR) with small lots to the south and east. To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

LSA-2015-02

ORDINANCE NUMBER 2016-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-000-002 TOTALING 48.49 (+/-) ACRES, LOCATED OFF THE 1200 BLOCK OF W LEONARD STREET, FROM MIXED USE URBAN (MU-U) AND RECREATION (REC) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-002-002 TOTALING 0.70 (+/-) ACRES, LOCATED OFF 1211 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); CHANGING FIVE PARCELS WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 AND 5009-041-041, TOTALING 1.08 (+/-) ACRES, LOCATED OFF N "H" STREET AND W CROSS STREET, AND NINE PARCELS WITHIN SECTION 18, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 AND 6000-017-047, TOTALING 3.71 (+/-) ACRES, LOCATED OFF N "H" STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2015-02."

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 changes:

(A) A parcel within Section 17, Township 2s, Range 30W, parcel number 5016-000-002 and totaling 48.49 (+/-) acres, located off the 1200 block of W Leonard Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit A, from Mixed Use Urban (MU-U) and Recreation (REC) to Public (P).

(B) A parcel within Section 17, Township 2S, Range 30W, parcel number 5016-002-002 and totaling 0.70 (+/-) acres, located off 1211 W Fairfield Drive, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit B, from Commercial (C) to Public (P).

(C) Five parcels within Section 17, Township 2S, Range 30W, parcel numbers 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 and 5009-041-041, totaling 1.08 (+/-) acres, located off N “H” Street and W Cross Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Composite Exhibit C, from Mixed Use Urban (MU-U) to Public (P).

(D) Nine parcels within Section 18, Township 2S, Range 30W, parcel numbers 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 and 6000-017-047, totaling 3.71 (+/-) acres located off N “H” Street , as more particularly described in the Section 18, Township, 2S, Range 30W, Full Legal Descriptions with Warranty Deed attached as Composite Exhibit D, from Mixed Use Urban (MU-U) to Public (P).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

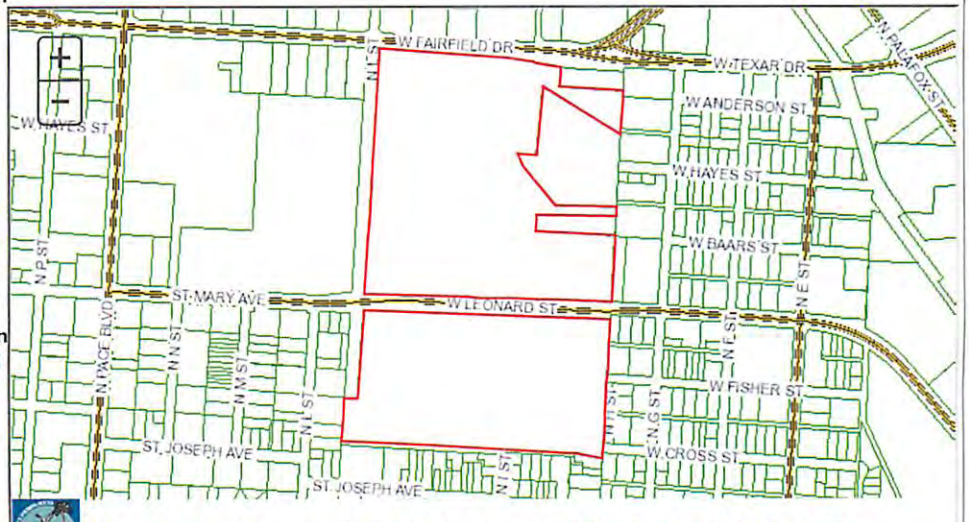
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

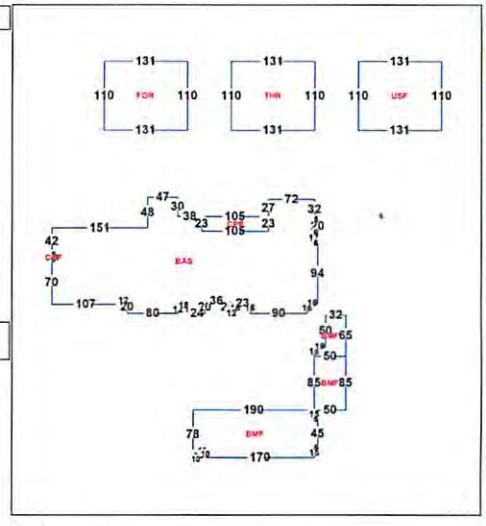
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



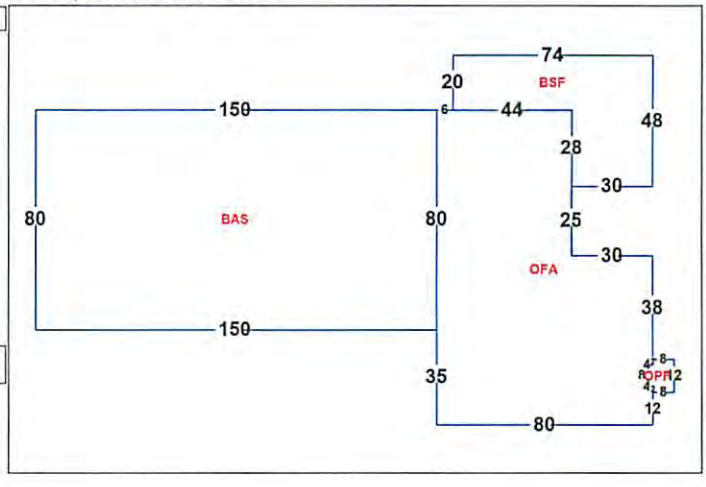
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



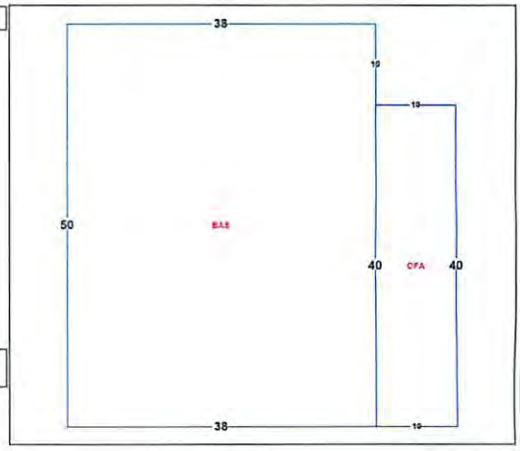
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



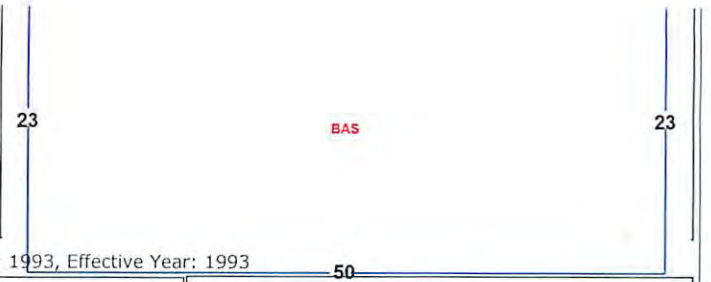
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

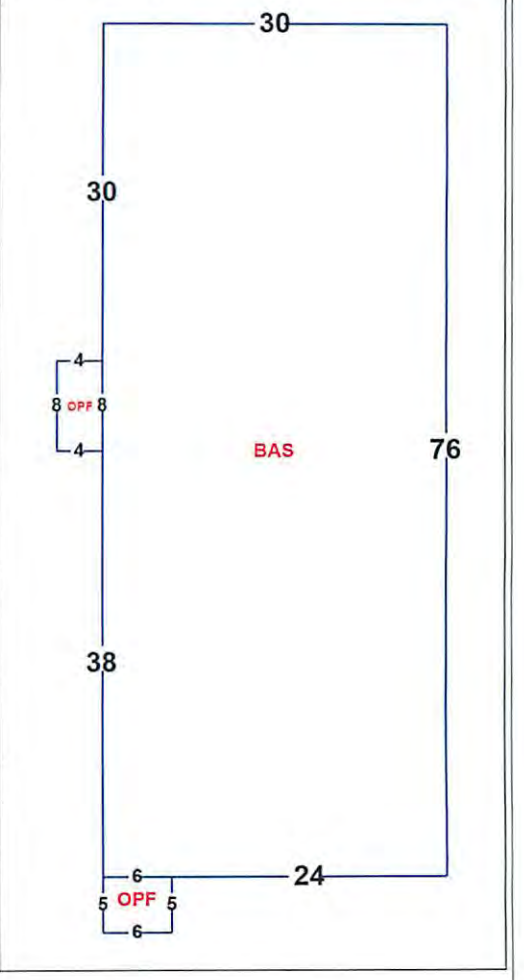
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

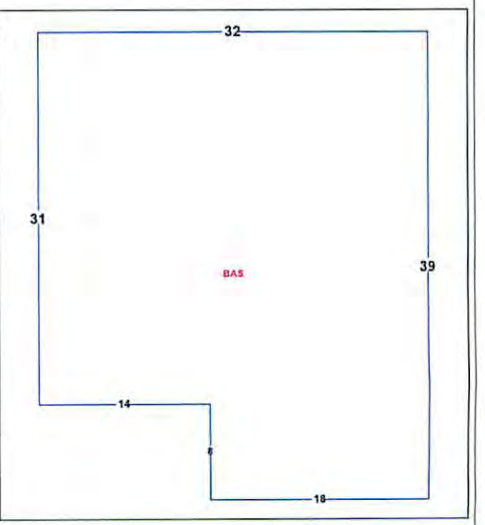
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

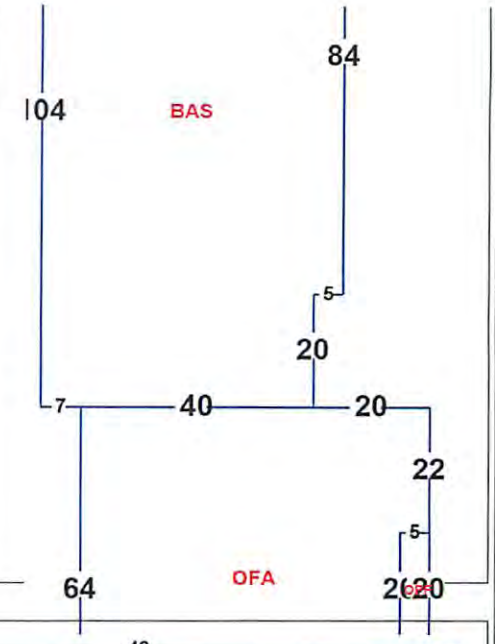
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

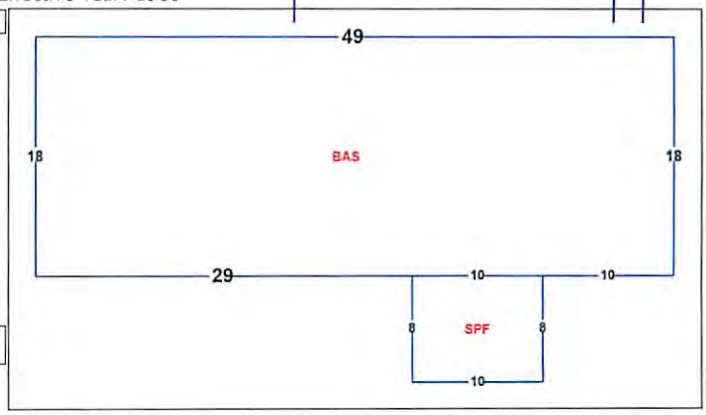
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

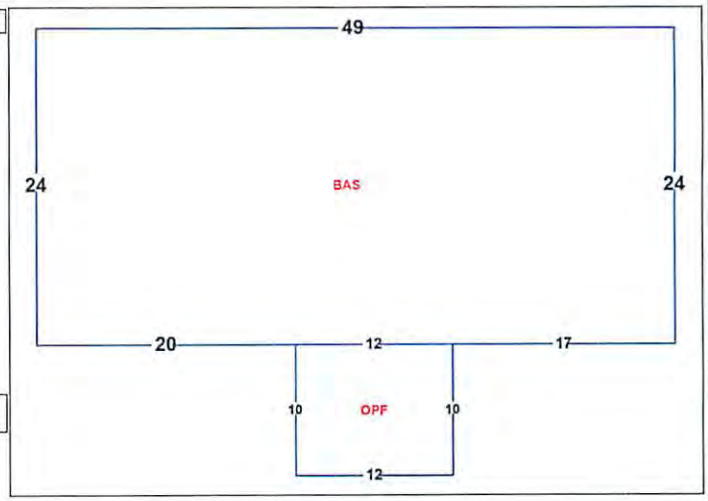
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

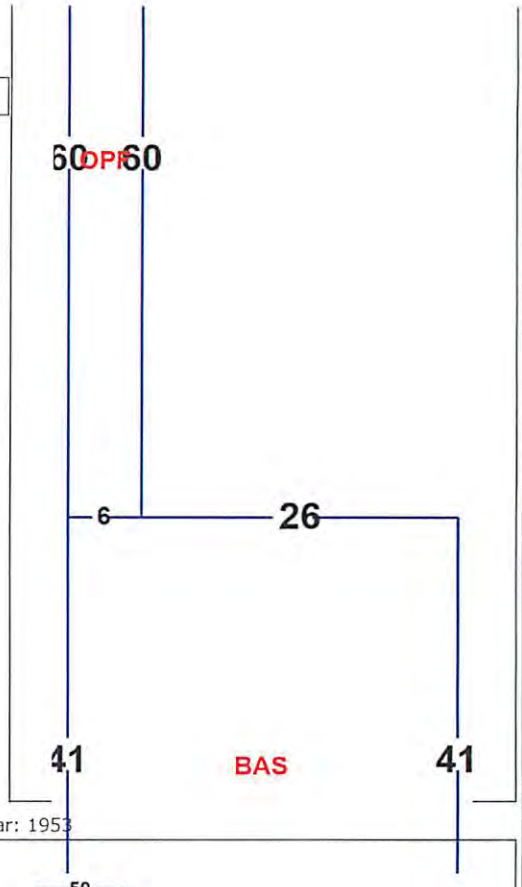


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

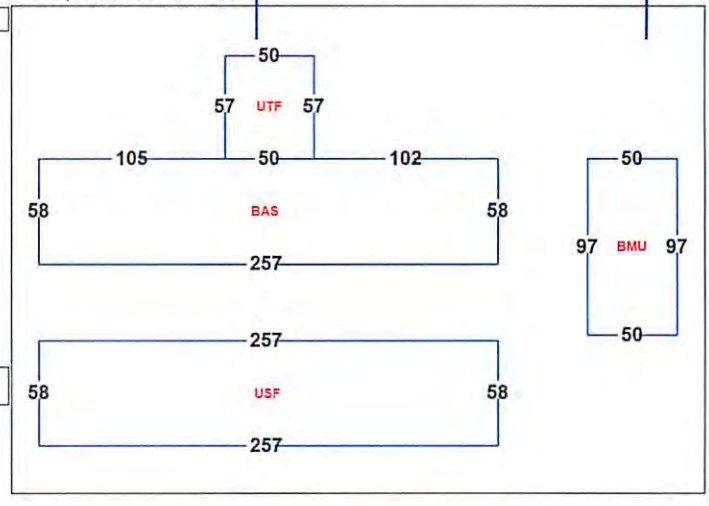
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

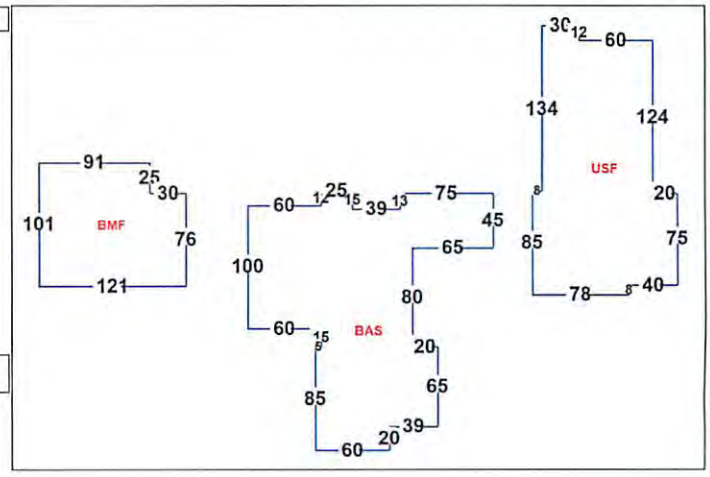
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

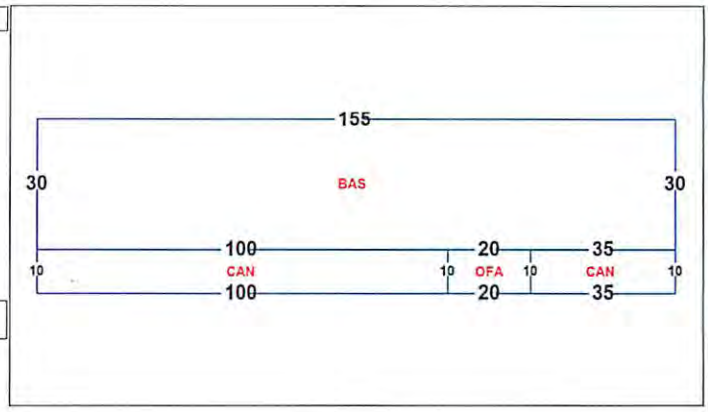
Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

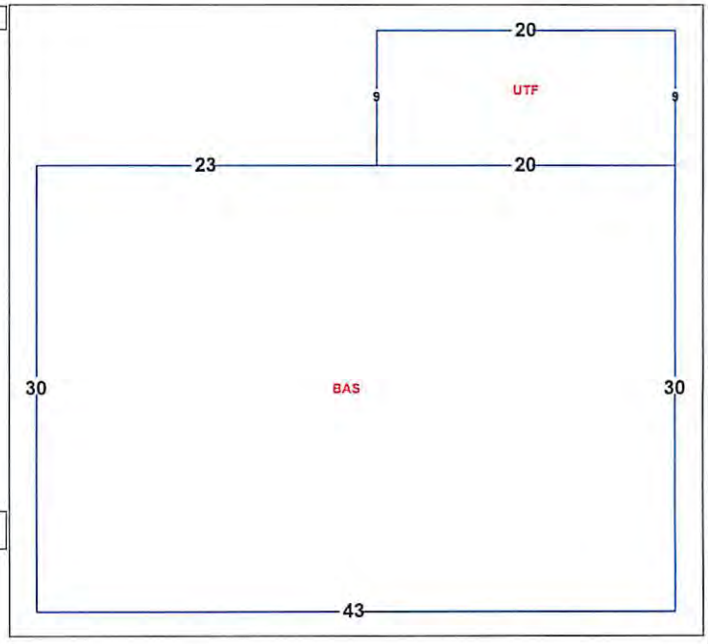
Areas - 6200 Total SF
BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



Year Built: 1975, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

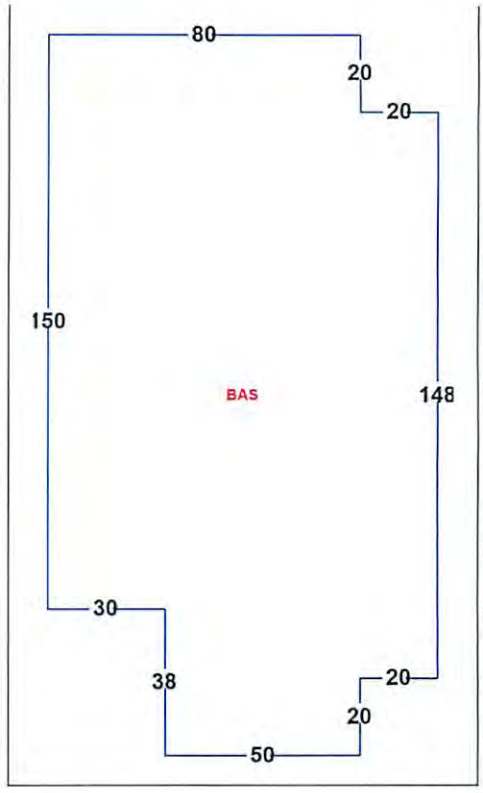
Areas - 1470 Total SF
BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF
BASE AREA - *16860*



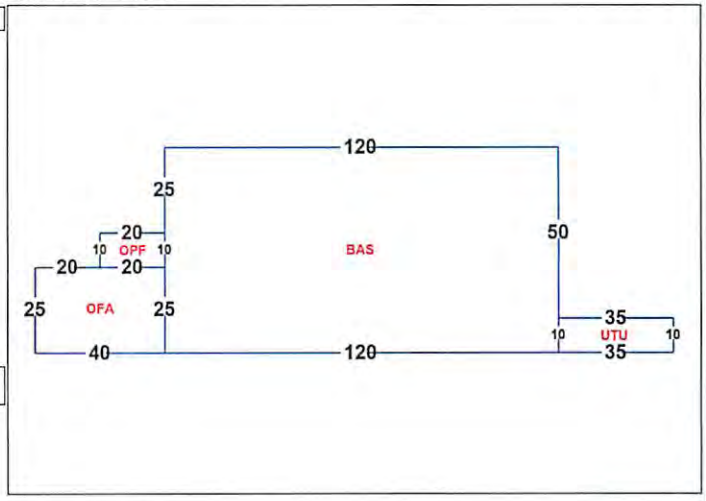
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



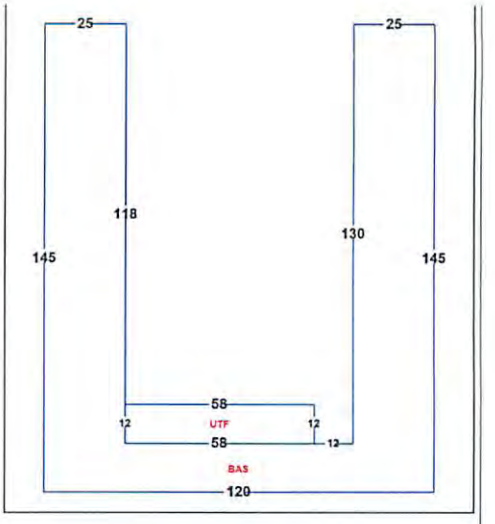
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



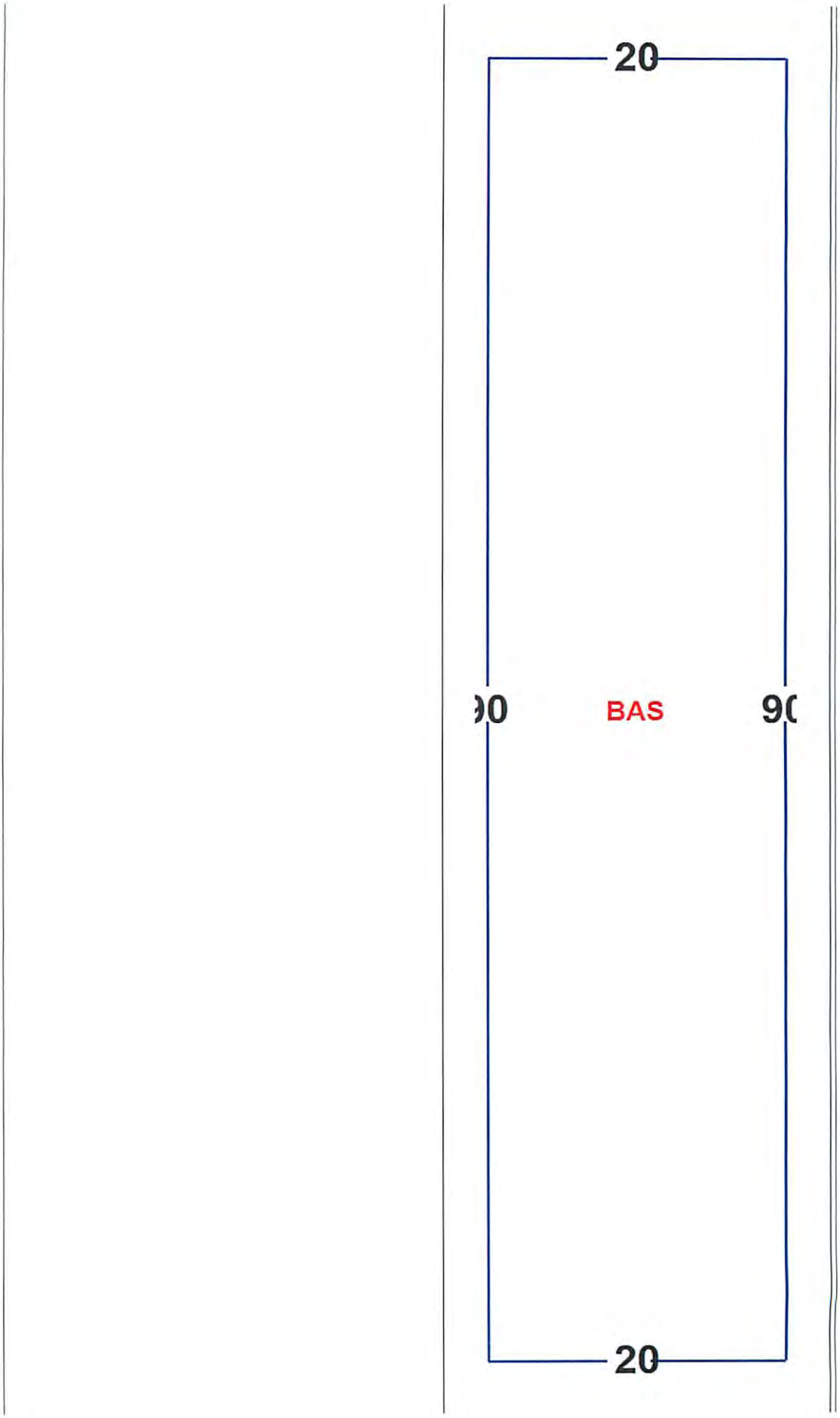
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

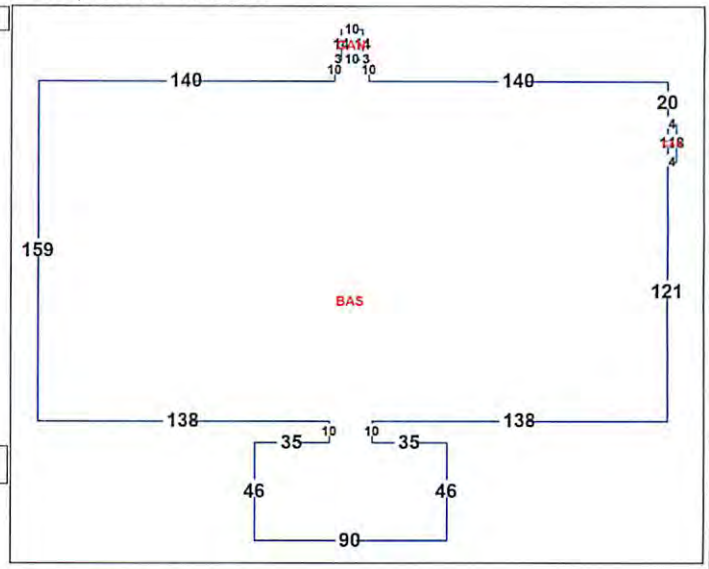
BASE AREA - *1800*


20
BAS
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

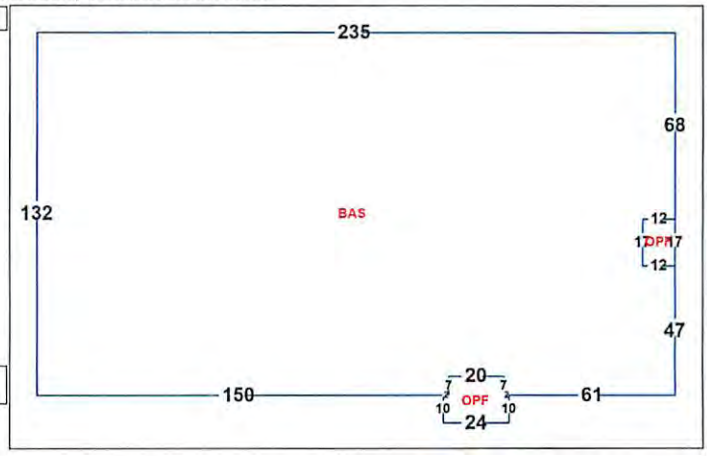


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

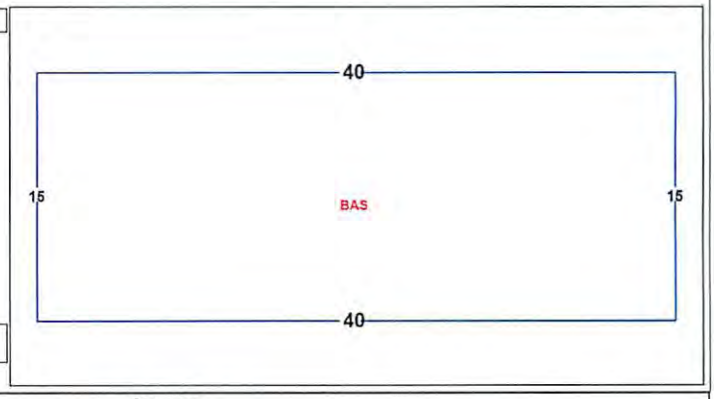


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images



7/14/06

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.

17-2S-30

BK3254PG630 9/22/92 P.4

13+2 Plw

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.

Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

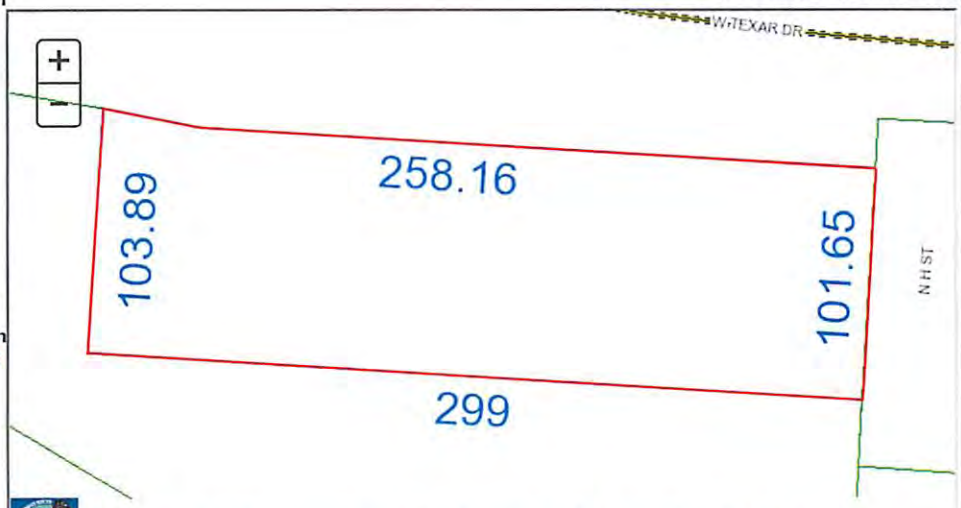
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

EXHIBIT C

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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 JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of ~~April~~ MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

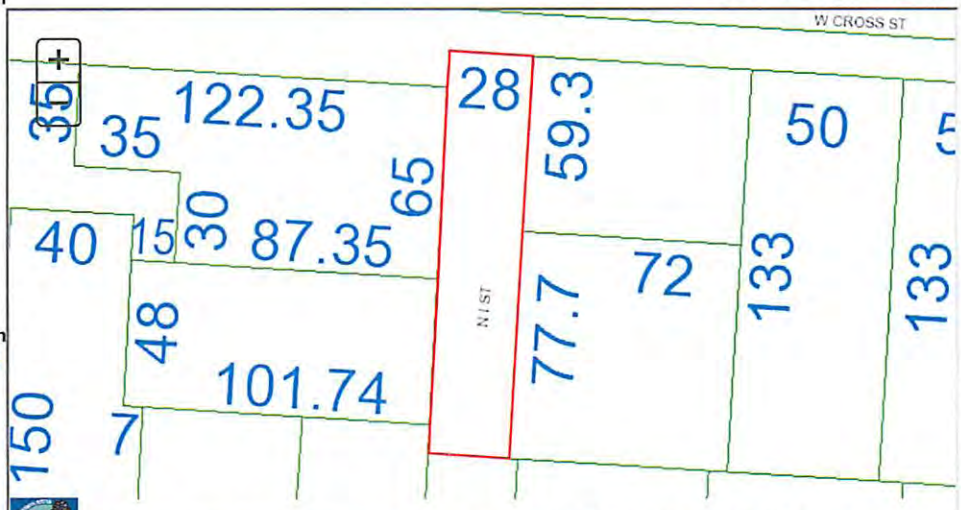
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

RECD. 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS,

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida, to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Poakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

DOCUMENTARY STAMP TAX $0.30

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June A.D. 1976

My Commission Expires
April 21, 1978

AUG 27 3 18 PM

FILED, RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA CO. FLORIDA

ERNEST B. ELLIOTT
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features

None

Parcel Information

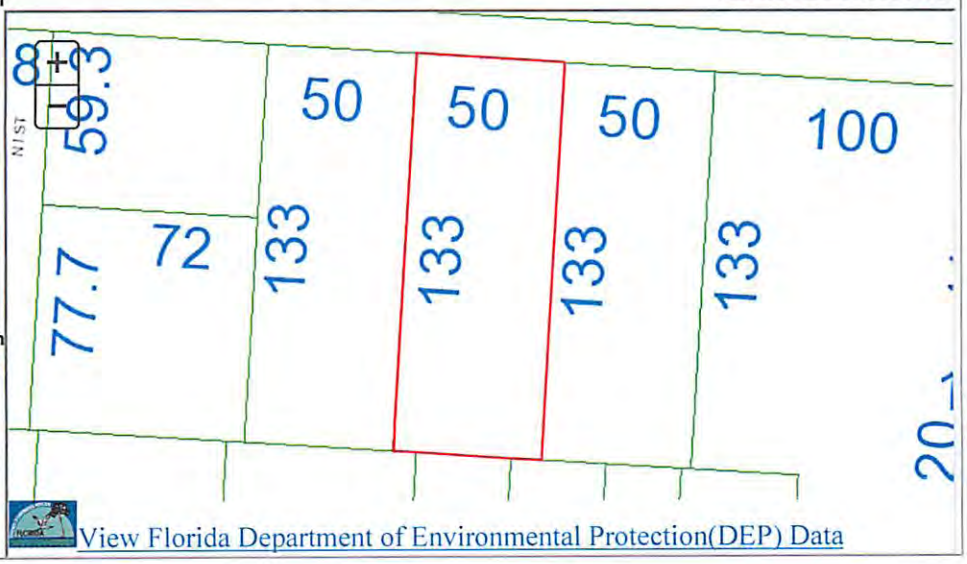
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

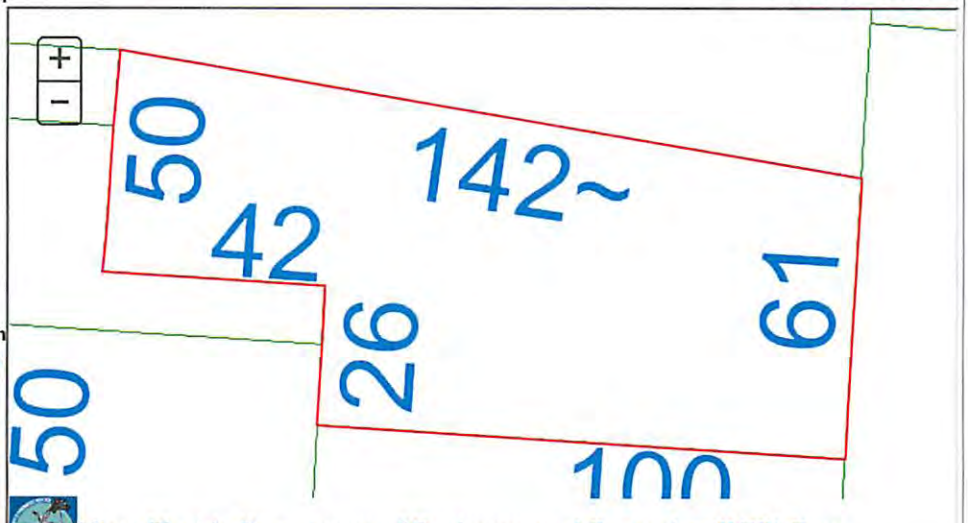
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

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

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

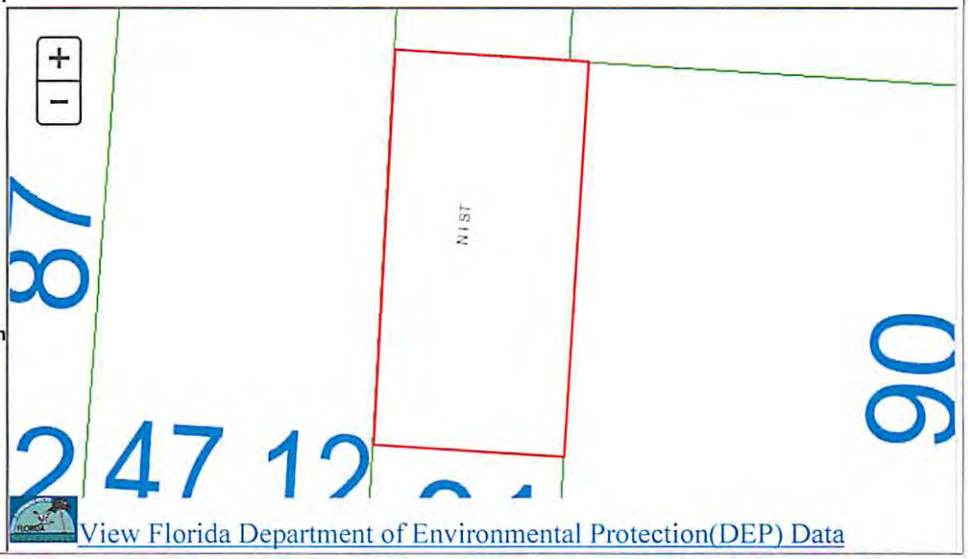
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 19 73 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Elaine Jarinas
Patricia S. Bowman

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Elaine Jarinas
Notary Public
My Commission Expires: 4/21/86

EXHIBIT D

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

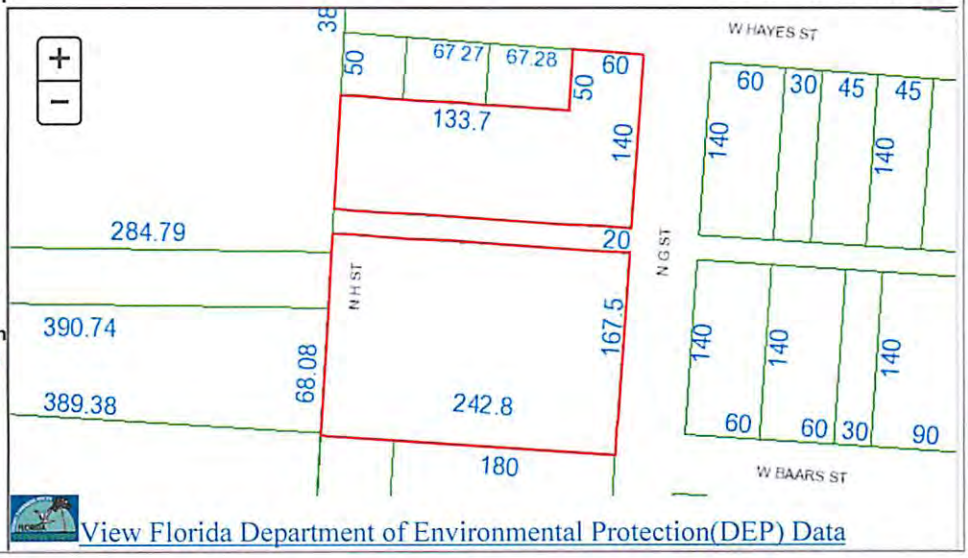
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503

BOOK 2792 PAGE 324

CORPORATION WARRANTY DEED

FILE NO. 89-1270
DOC. ~~488.00~~ 440.00
REC: 6.00
TOTAL ~~494.00~~ 446.00
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, 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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
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:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: _____ D.C.
CERT. REG. #59-2043328-27-01

THE BOOK & PAGE NOTED ABOVE WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
JOE A. FLOWERS, COMPTROLLER
FILED FOR RECORD
Dec 19 9 14 AM '89
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

7.4996

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 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 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.

BY: C. A. Hobbs
C. A. Hobbs, Jr., PRESIDENT

Signed, sealed and delivered
in the presence of:

Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

Linda G. Salter
Notary Public

June 2, 1991
My Commission Expires:

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features
ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.3500

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

D-2

Form 140
Printed and For Sale
Blank Printing Co.
Pensacola, Fla.

BK 473 PG 192

WARRANTY DEED

P. O. Box 1105 Pensacola, Fla.

State of Florida
Escambia County

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Owners and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

All of Lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1207 feet of Section 16, Township 2 South, Range 30 West recorded in Deed Book 9", Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 15.00

FLORIDA DOCUMENTARY SURTAX 05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hand s and seal s this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C N Mason (SEAL)

Louise D. Mason (SEAL)

(SEAL)

(SEAL)

(SEAL)

405 351

Jan 15 9 35 AM '73

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.

CLERK OF CIRCUIT COURT

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August A.D. 19 68

Notary Public

My commission expires 4-24-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

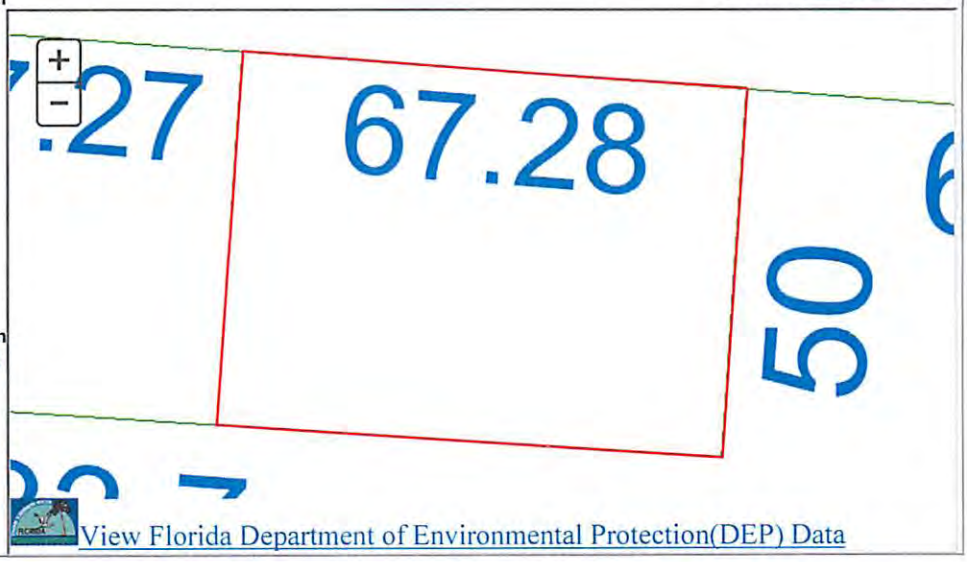
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

_____
Signature of Notary Public

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

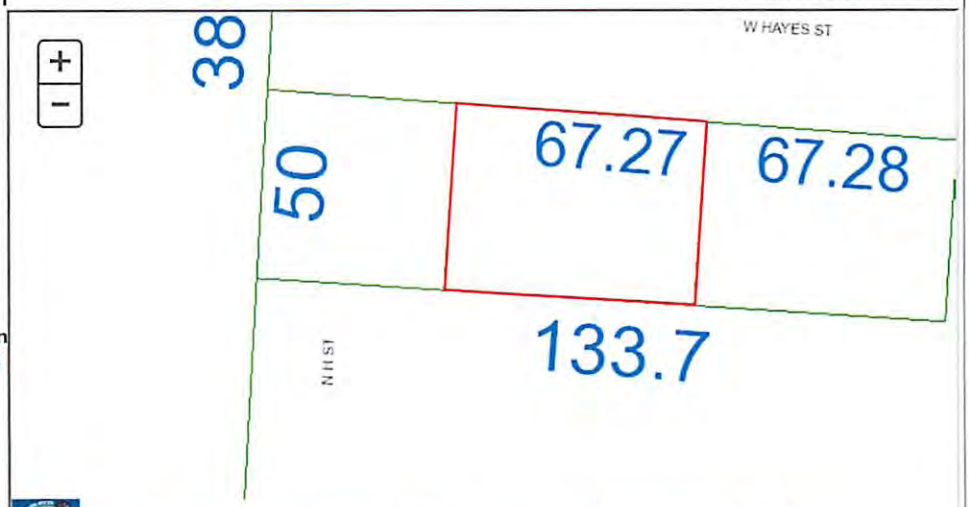
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

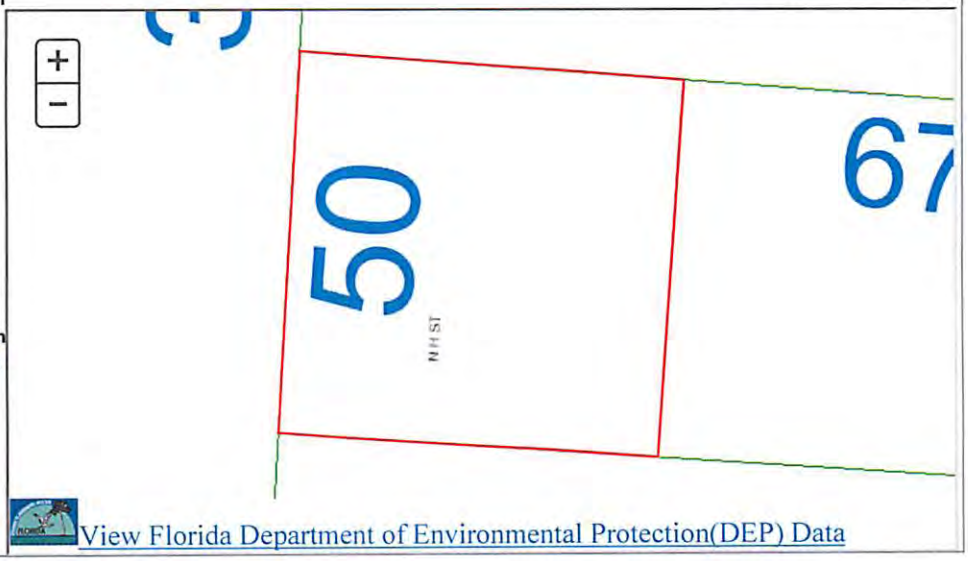
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (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 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy W. Cochran
Print Name Amy W. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Lillian M. Ewens
Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features

None

Parcel Information

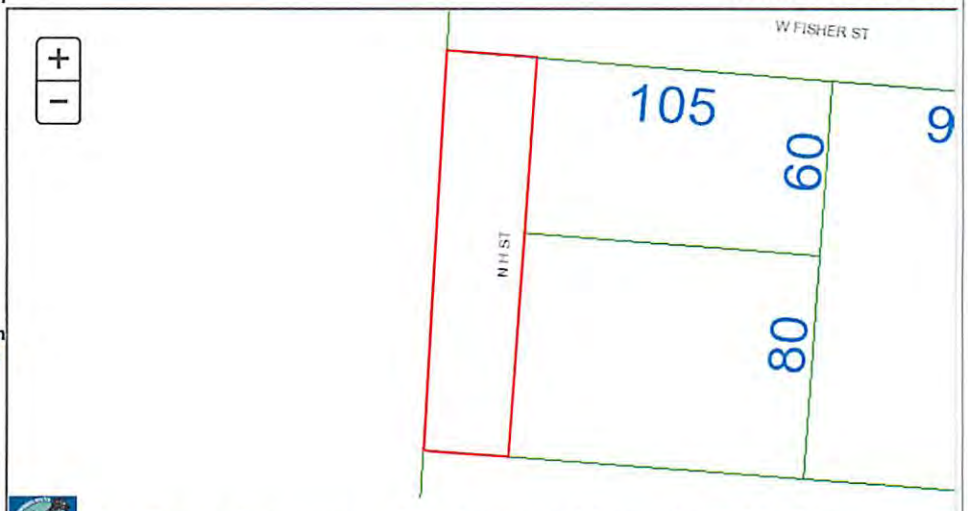
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

40' Lot

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

OR 1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

JAN 8 3 23 PM '82
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON
ESCAMBIA COUNTY

121249

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jarinas

Patricia Thrasher

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jarinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

O.R. 1606 PAGE 888

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121248

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jaimas

Patricia Brennaka

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jaimas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

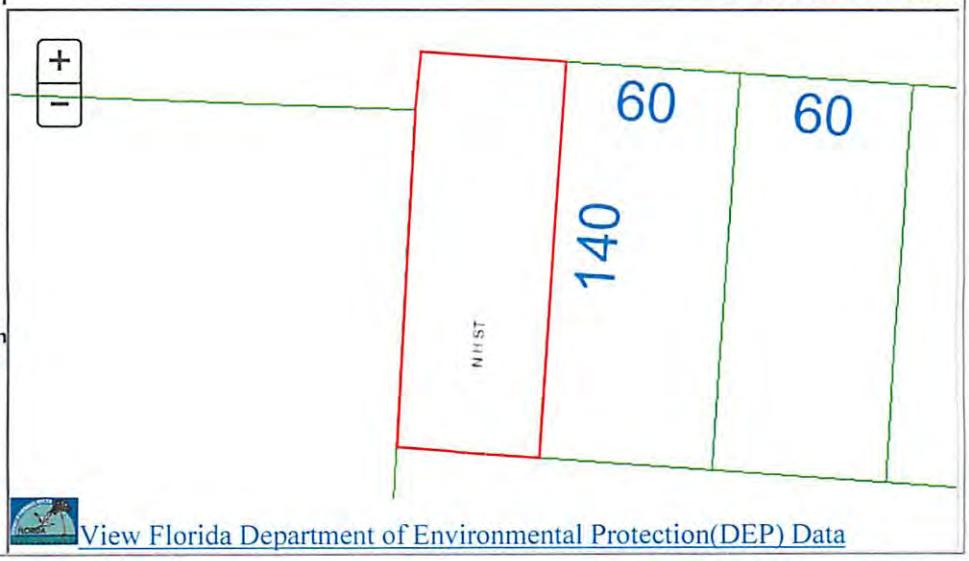
Parcel Information Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

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

Sworn to and subscribed before me this 18th

day of Nov. A.D., 19 97

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Bears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

Any person who decides to appeal any decision made by an board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based.

Legal No. 52080 1T November 16, 1997

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

1. That the motion of the Board to vacate is hereby adopted and approved.

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

in the _____ Court, was published in said newspaper in the issues of

Dec. 21, 1997

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

Sworn to and subscribed before me this 23RD day of Dec. A.D., 19 97

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] AEA
CLERK OF [illegible] COURT
ESCAMBIA [illegible] Y, FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59, Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

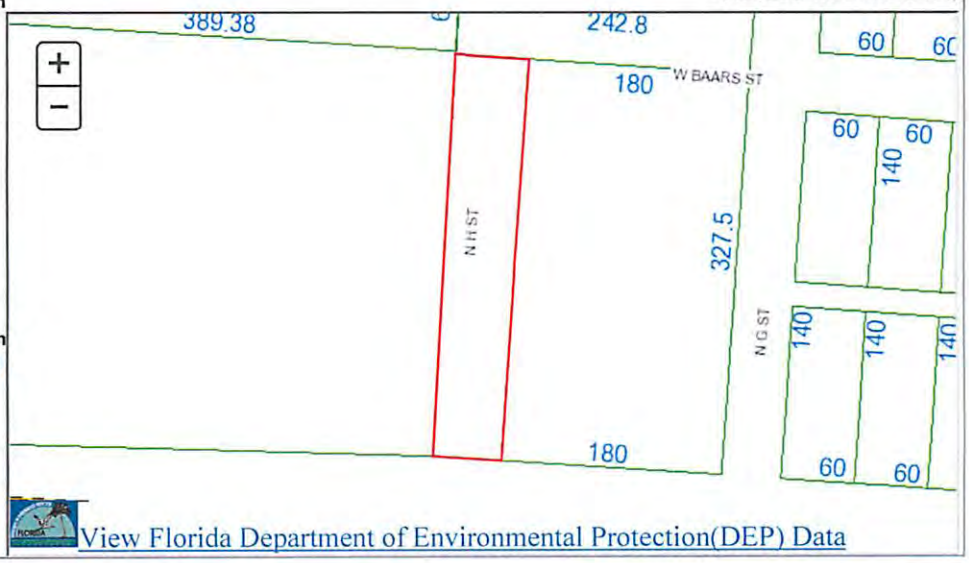
Launch Interactive Map

Section Map Id: 18-2S-30

Approx. Acreage: 0.4400

Zoned: HDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar)

DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee, ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s on this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno — J. M. Cooper (SEAL)
Voncile Dixon — Earl Westmark (SEAL)
ATTEST: — Frank L. Parise (SEAL)
Langley Ball, Clerk (OFFICIAL SEAL) — Clint Reilly (SEAL)

State of Florida
ESCAMBIA County,

As members of the Board of County Commissioners of Escambia County, Florida.

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Ball, as clerk ~~and~~ and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features
None

Parcel Information

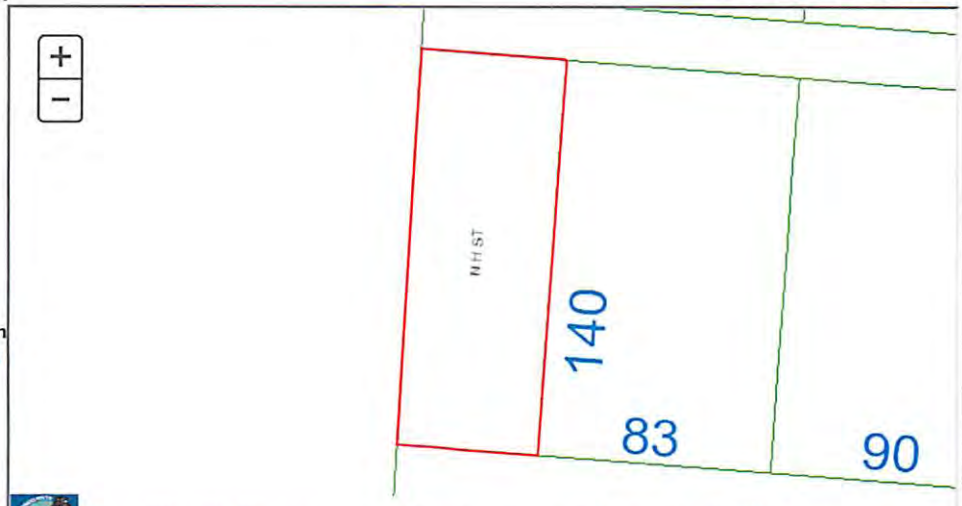
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121247

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Jarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Jarinas

Notary Public
My Commission Expires: 4/21/82

LSA-2015-02

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT LSA 2015-02____
Current FLU: MU-U/REC/C **Desired FLU:** (P) Public **Zoning: HDR/REC Taken by: John C Fisher**
Planning Board Public Hearing, date(s): January 5, 2016

BCC Public Hearing, proposed date(s): tentative February

Fees Paid _____ **Receipt #** _____ **Date: 12/3/2015**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420,

City: Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email:

DESCRIPTION OF PROPERTY:

Street address: See attachment

Subdivision:

Property reference number: Section _____ Township _____ Range_____

Parcel _____ Lot _____ Block _____

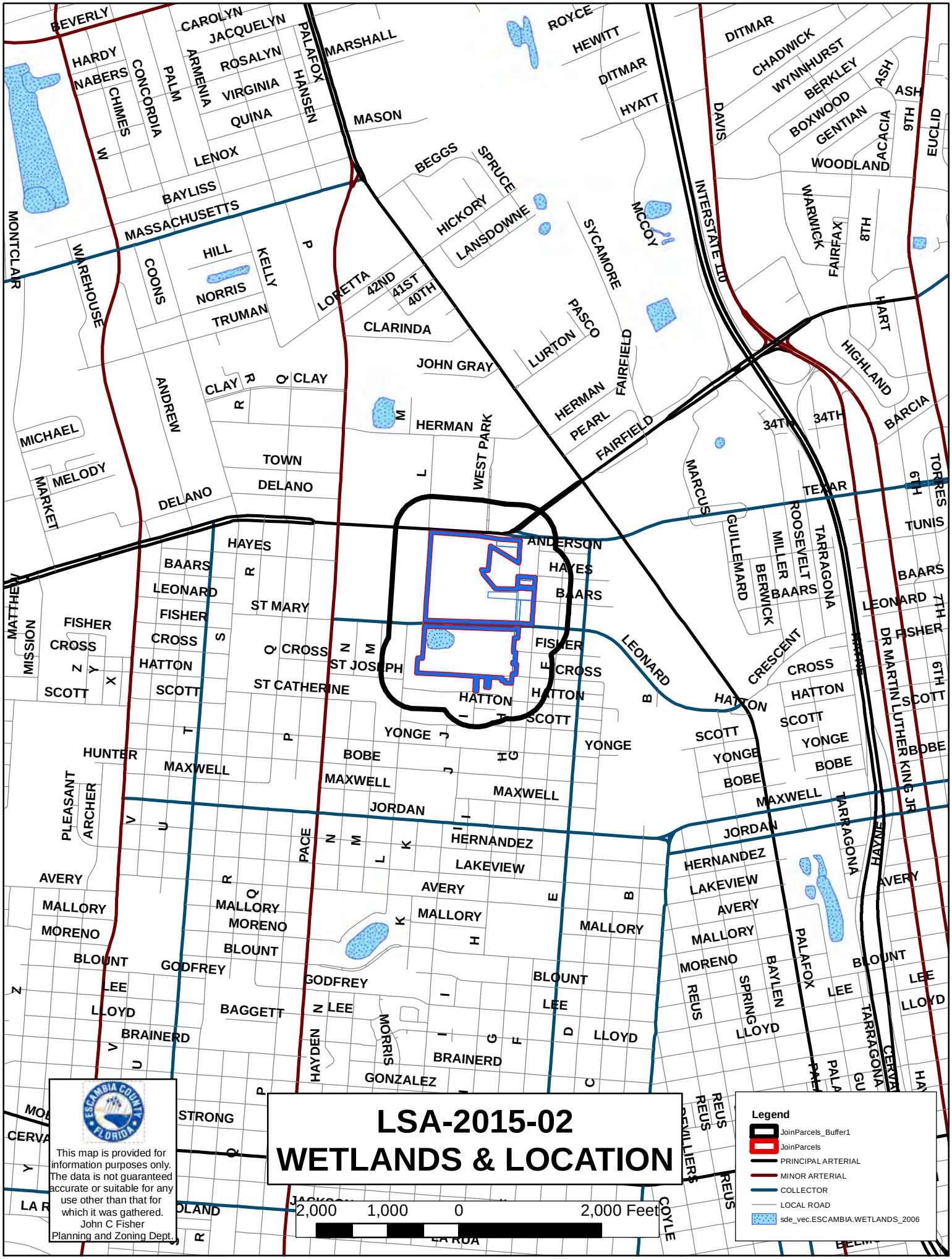
Size of Property (acres) 54.24+/- Sewer X Septic Tank____

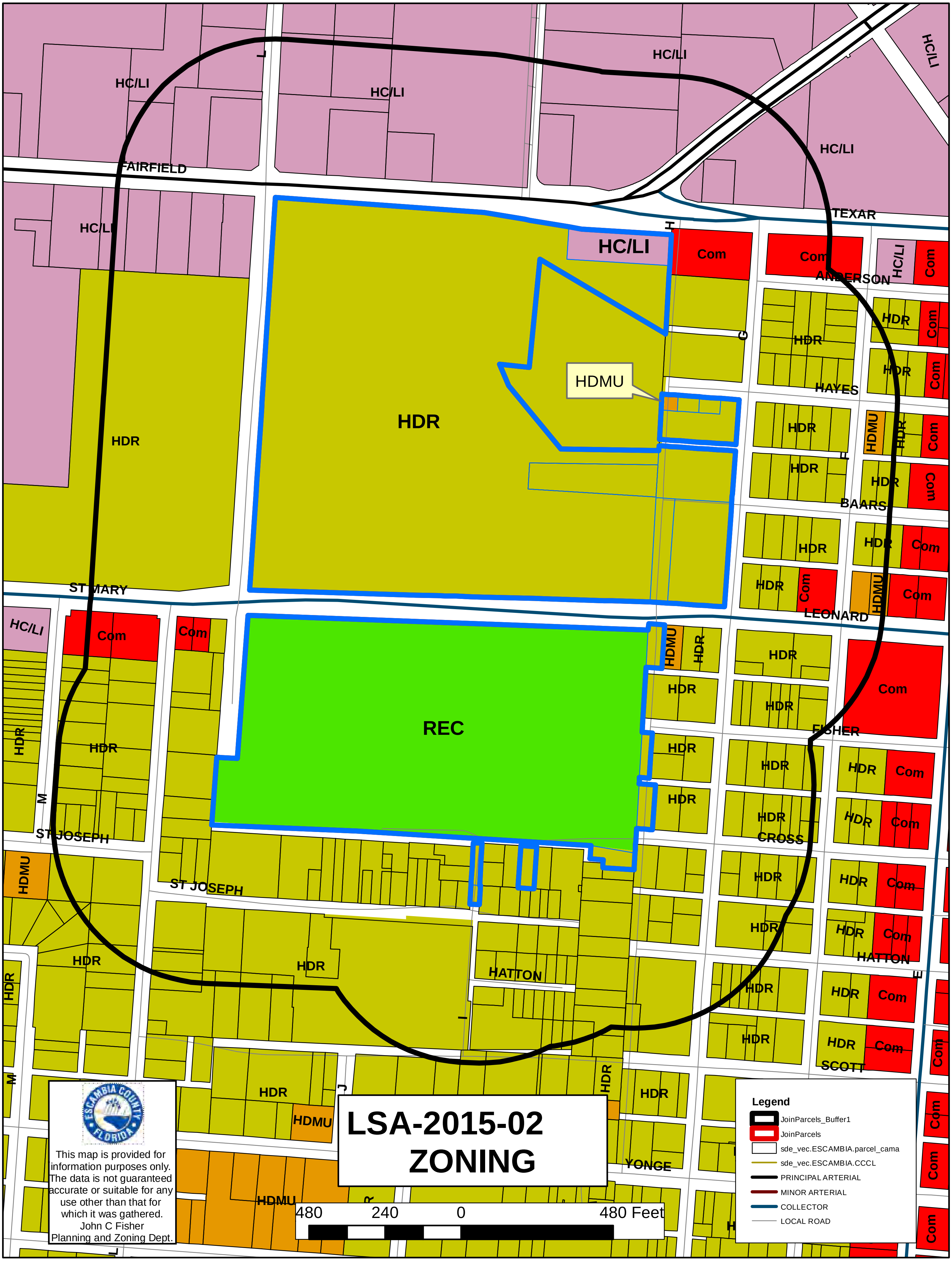
JAIL SITES - PARCELS OF INTEREST

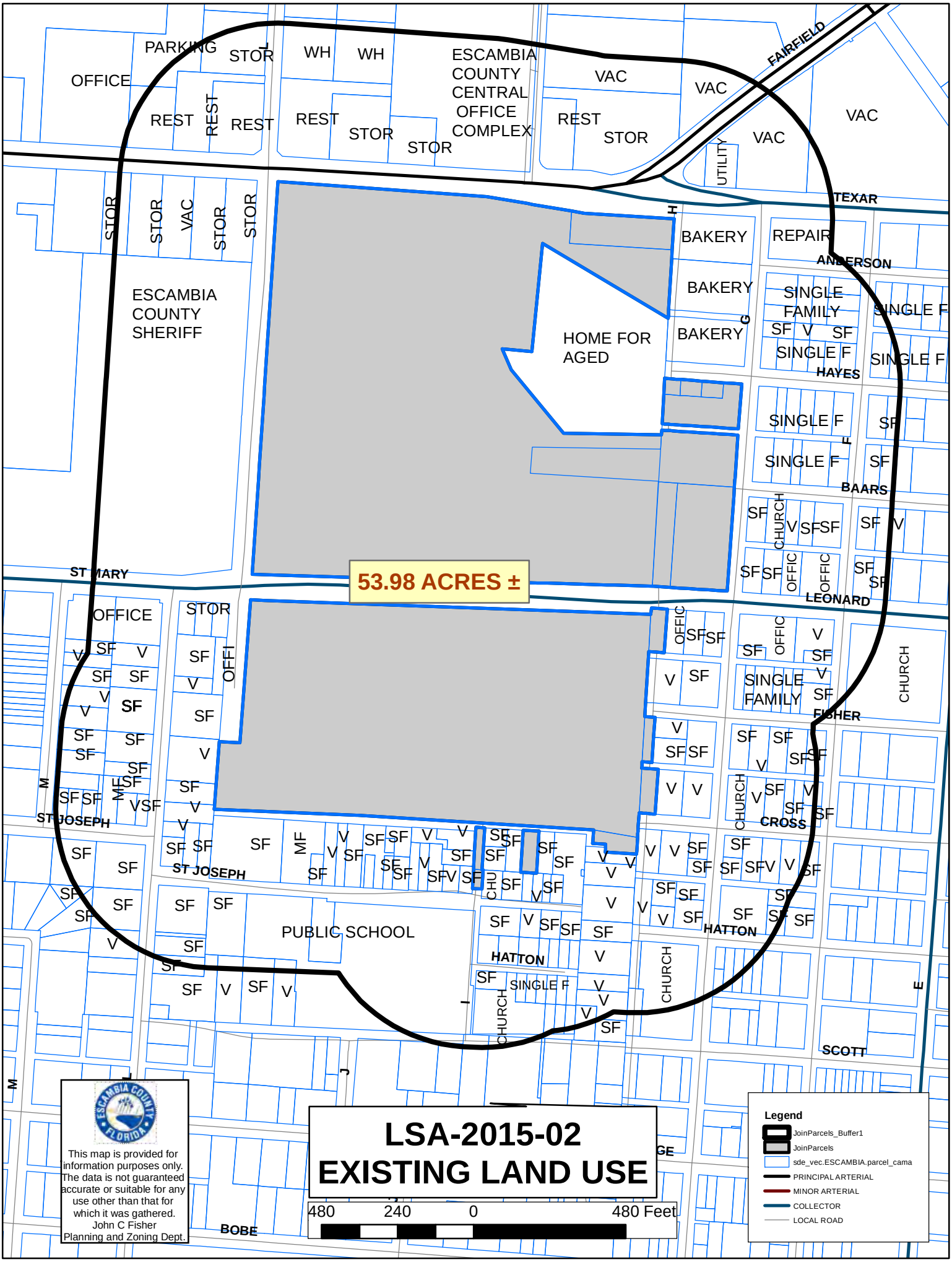
11/18/2015

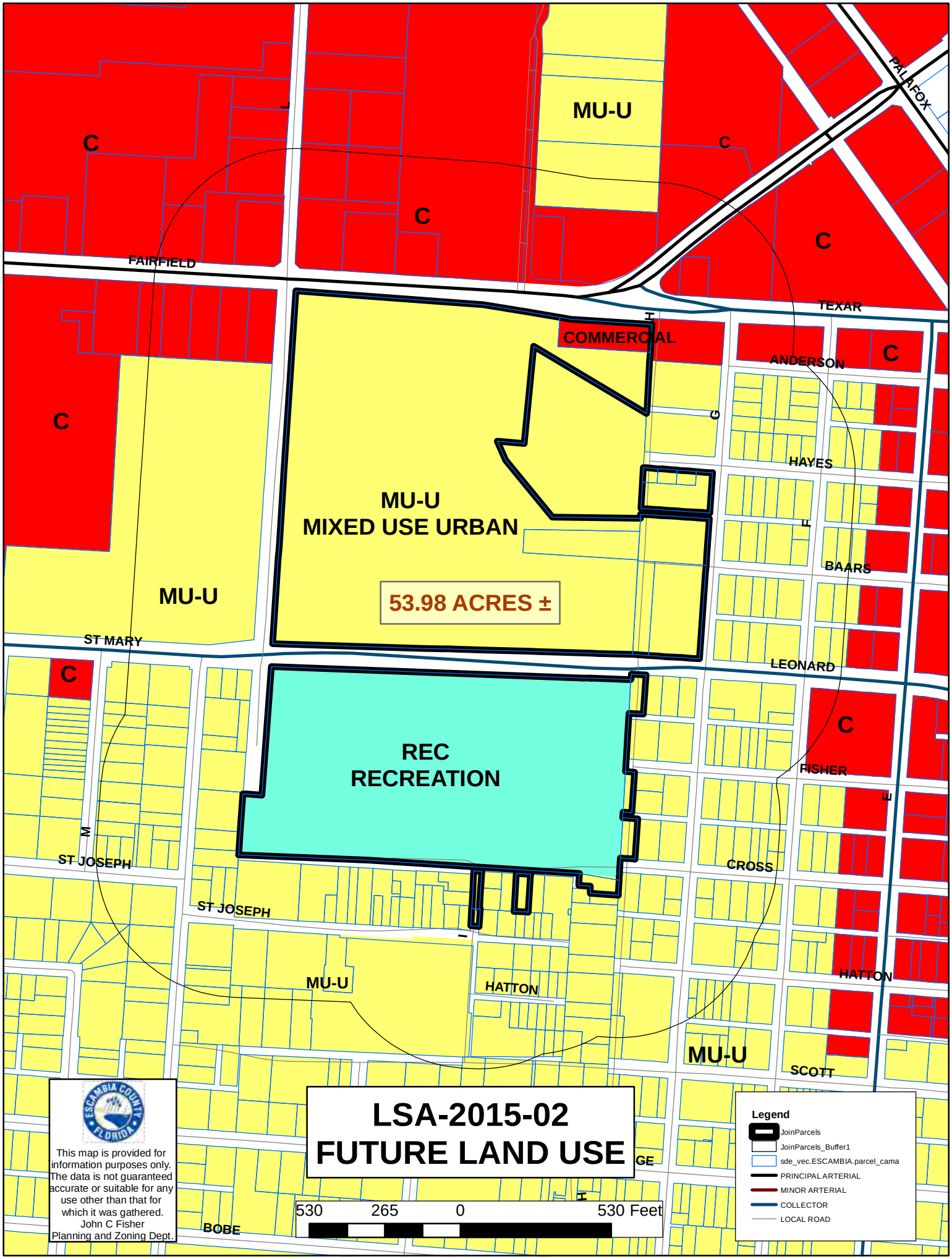
Sheriff's Complex Block (East Block Englewood Park/Rec Site and "H" St. Corridor)

REFNUM	OWNER	MAIL ADDRESS	SITE ADDRESS	LANDTYPE	LANDSIZE	EXEMPTION	LINK	NOTES
17-2S-30-5016-000-002	**ESCAMBIA COUNTY JAIL SITE AND REC SITE.**	221 PALAFOX PL STE 420	1200 W LEONARD ST	RESIDENTIAL	48.49	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016000002	
17-2S-30-5016-001-001	ESCAMBIA COUNTY BCC Rectangle piece on Jail site.	221 PALAFOX PL STE 420	3101 N H ST	RESIDENTIAL	0.61	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016001001	
18-2S-30-6000-001-056	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	3000 BLK N G ST	RESIDENTIAL	1.27	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000001056	
18-2S-30-6000-004-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1190 W LEONARD ST	RESIDENTIAL	1.35	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004055	
18-2S-30-6000-004-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1125 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004056	
18-2S-30-6000-005-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1135 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000005056	
18-2S-30-6000-002-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1400 BLK W HAYES ST	RIGHT OF WAY	0.06	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000002056	
18-2S-30-6000-003-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.10	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003047	
18-2S-30-6000-003-048	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.16	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003048	
18-2S-30-6000-003-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420		RIGHT OF WAY	0.44	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003055	
17-2S-30-5009-000-062	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000062	
18-2S-30-6000-017-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.17	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000017047	
17-2S-30-5009-000-064	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420	1209 W CROSS ST	RESIDENTIAL	0.15	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000064	
17-2S-30-5009-000-068	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1209 BLK W CROSS ST	RESIDENTIAL	0.20	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000068	
17-2S-30-5009-041-041	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.04	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009041041	
17-2S-30-5016-002-002	**ESCAMBIA COUNTY Work Release Site**	221 PALAFOX PL STE 420	1211 W FAIRFIELD DR	COMMERCIAL	0.70	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016002002	

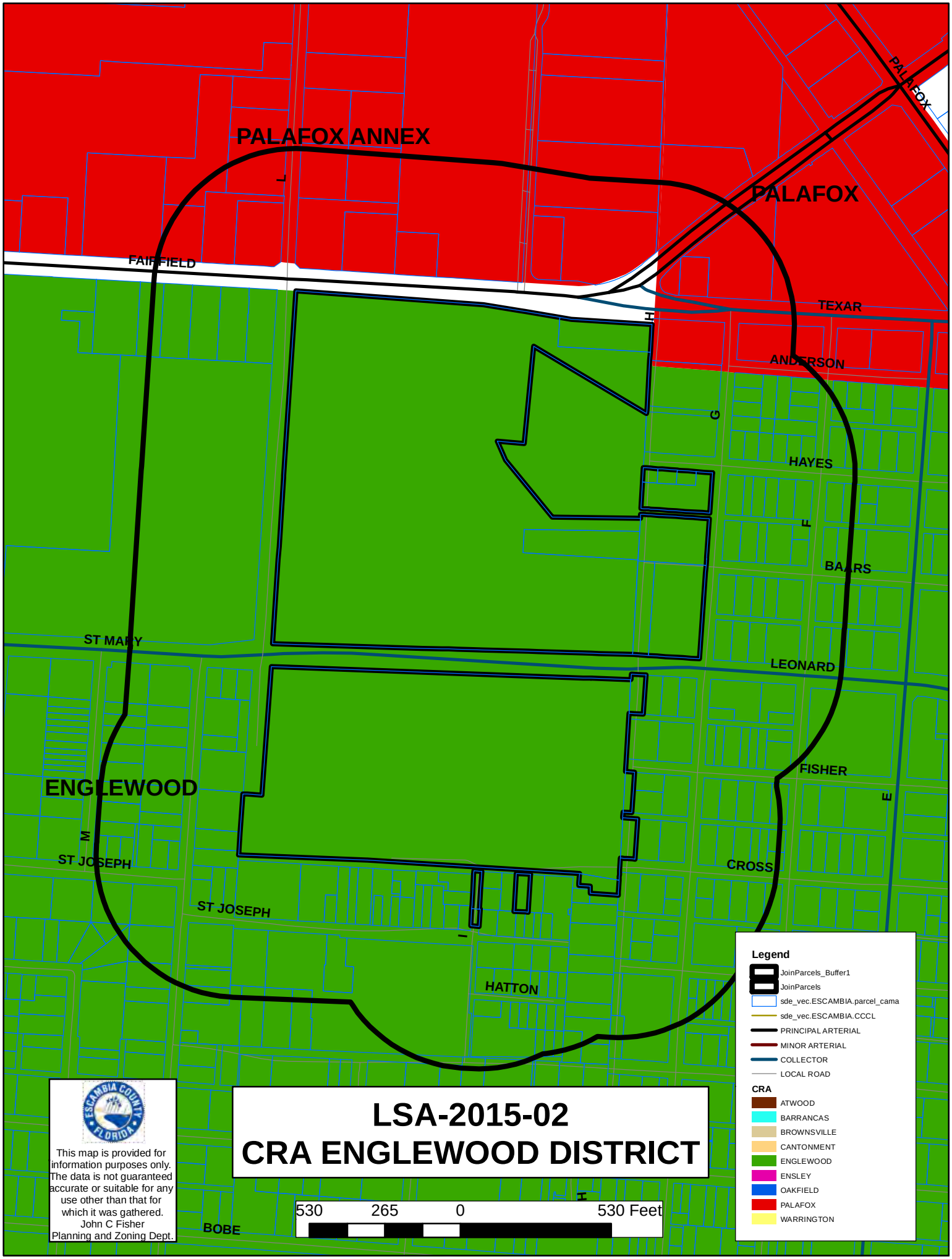

LSA-2015-02
WETLANDS & LOCATION
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. John C Fisher Planning and Zoning Dept.
2,000 1,000 0 2,000 Feet
Legend
JoinParcels_Buffer1
JoinParcels
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
sde_vec.ESCAMBIA.WETLANDS_2006
BEVERLY
CAROLYN
JACQUELYN
HARDY
NABERS
CHIMES
CONCORDIA
PALM
ARMENIA
ROSALYN
VIRGINIA
QUINA
PALAFOX
HANSEN
MARSHALL
ROYCE
HEWITT
DITMAR
HYATT
MASON
LENOX
BAYLISS
MASSACHUSETTS
BEGGS
SPRUCE
HICKORY
LANSDOWNE
SYCAMORE
MCCOY
INTERSTATE 110
DAVIS
DITMAR
CHADWICK
WYNNHURST
BERKLEY
BOXWOOD
GENTIAN
ASH
ASH
9TH
EUCLID
ACACIA
WOODLAND
WARWICK
FAIRFAX
8TH
HART
HIGHLAND
BARCIA
TORRES
6TH
TUNIS
TEXAR
MONTCLAR
WAREHOUSE
COONS
HILL
NORRIS
TRUMAN
KELLY
LORETTA
42ND
41ST
40TH
CLARINDA
JOHN GRAY
LURTON
PASCO
FAIRFIELD
HERMAN
PEARL
34TH
34TH
MARCUS
CLAY
CLAY
ANDREW
MICHAEL
MELODY
MARKET
DELANO
TOWN
DELANO
HERMAN
WEST PARK
ANDERSON
HAYES
BAARS
GUILLEMARD
BERWICK
MILLER
ROOSEVELT
TARRAGONA
BAARS
LEONARD
7TH
FISHER
DR MARTIN LUTHER KING JR
CRESCENT
CROSS
HATTON
SCOTT
YONGE
BOBE
MAXWELL
JORDAN
HERNANDEZ
LAKEVIEW
AVERY
MALLORY
MORENO
BLOUNT
LEE
LLOYD
PALAFOX
BAYLEN
SPRING
REUS
MATTHEW
MISSION
FISHER
CROSS
HATTON
SCOTT
HAYES
BAARS
LEONARD
ST MARY
ST JOSEPH
ST CATHERINE
HUNTER
PLEASANT
ARCHER
MAXWELL
PACE
BOBE
YONGE
JORDAN
HERNANDEZ
LAKEVIEW
AVERY
MALLORY
MORENO
BLOUNT
GODFREY
LEE
LLOYD
BAGGETT
BRAINERD
HAYDEN
MORRIS
GONZALEZ
STRONG
LA RUA
COYLE
DEVILLIERS


LSA-2015-02
ZONING
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.
John C Fisher
Planning and Zoning Dept.
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
480
240
0
480 Feet
HDR
REC
HDMU
HC/LI
Com
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
ST MARY
FISHER
CROSS
ST JOSEPH
HATTON
SCOTT
YONGE

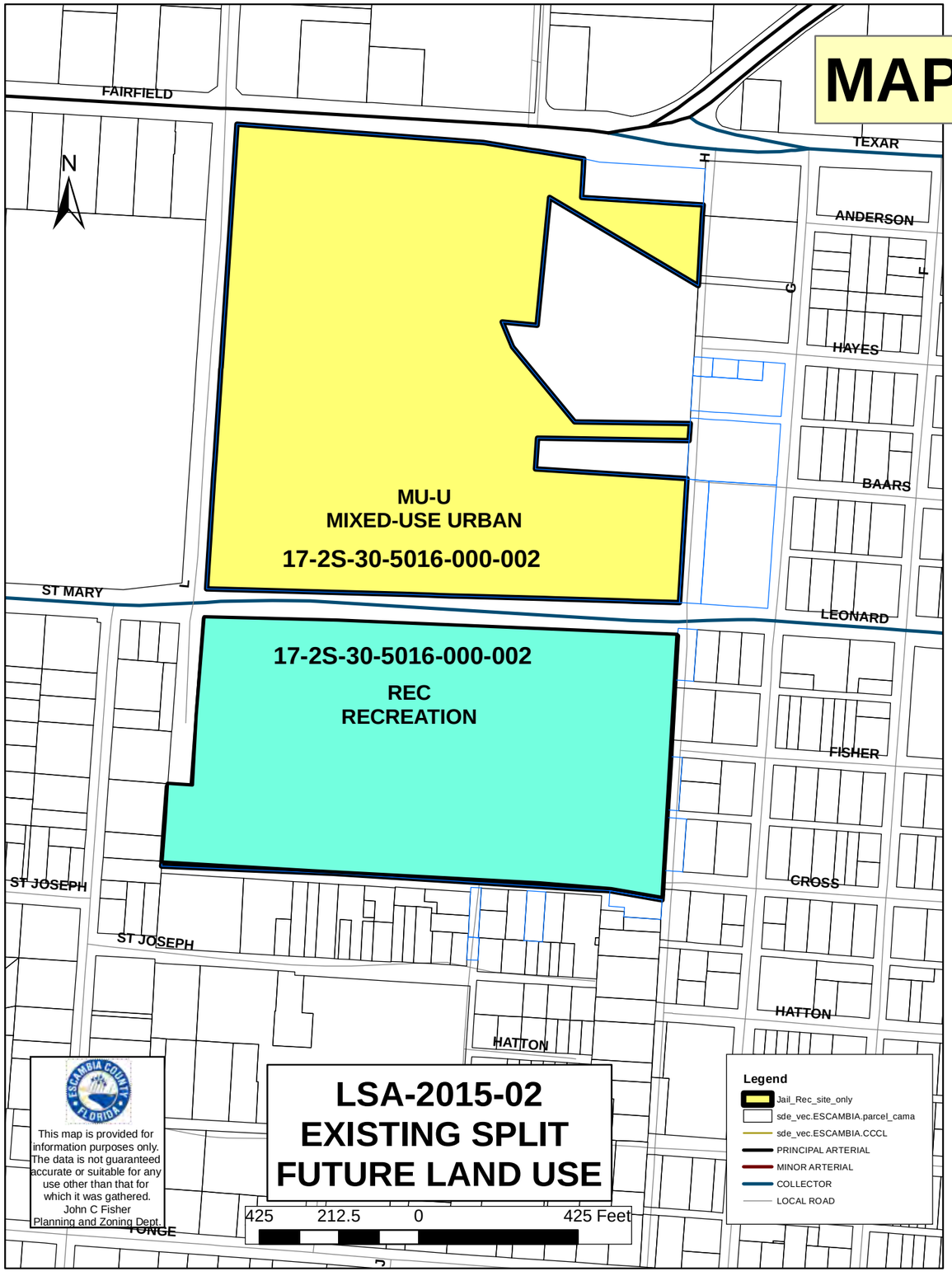

53.98 ACRES ±
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
ESCAMBIA COUNTY SHERIFF
HOME FOR AGED
PUBLIC SCHOOL
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
FISHER
CROSS
HATTON
SCOTT
ST MARY
ST JOSEPH
BOBE
PARKING
OFFICE
STOR
WH
VAC
REST
UTILITY
BAKERY
REPAIR
SINGLE FAMILY
CHURCH
OFFIC
SF
V
MF
CHU
This map 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.
John C Fisher
Planning and Zoning Dept.
LSA-2015-02
EXISTING LAND USE
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

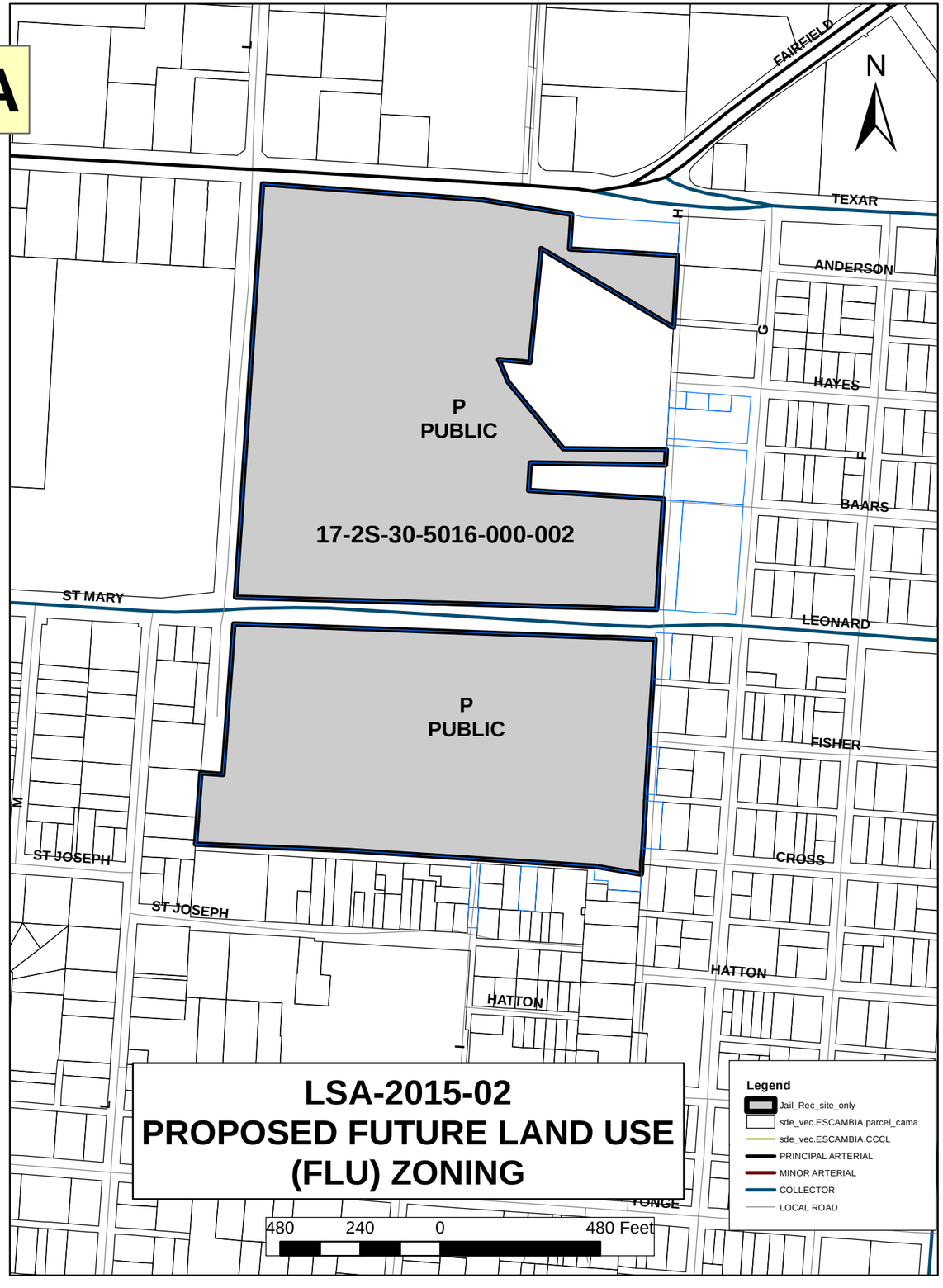

MU-U
C
C
C
C
C
C
C
C
FAIRFIELD
PALAFOX
TEXAR
COMMERCIAL
ANDERSON
HAYES
BAARS
MU-U
MIXED USE URBAN
53.98 ACRES ±
MU-U
ST MARY
LEONARD
REC
RECREATION
FISHER
CROSS
ST JOSEPH
ST JOSEPH
MU-U
HATTON
HATTON
MU-U
SCOTT
GE
BOBE
530 265 0 530 Feet
LSA-2015-02
FUTURE LAND USE
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Legend
JoinParcels
JoinParcels_Buffer1
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ST JOSEPH
CROSS
HATTON
SCOTT
YONGE
LSA-2015-02
AERIAL
480 240 0 480 Feet
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.
John C Fisher
Planning and Zoning Dept.
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

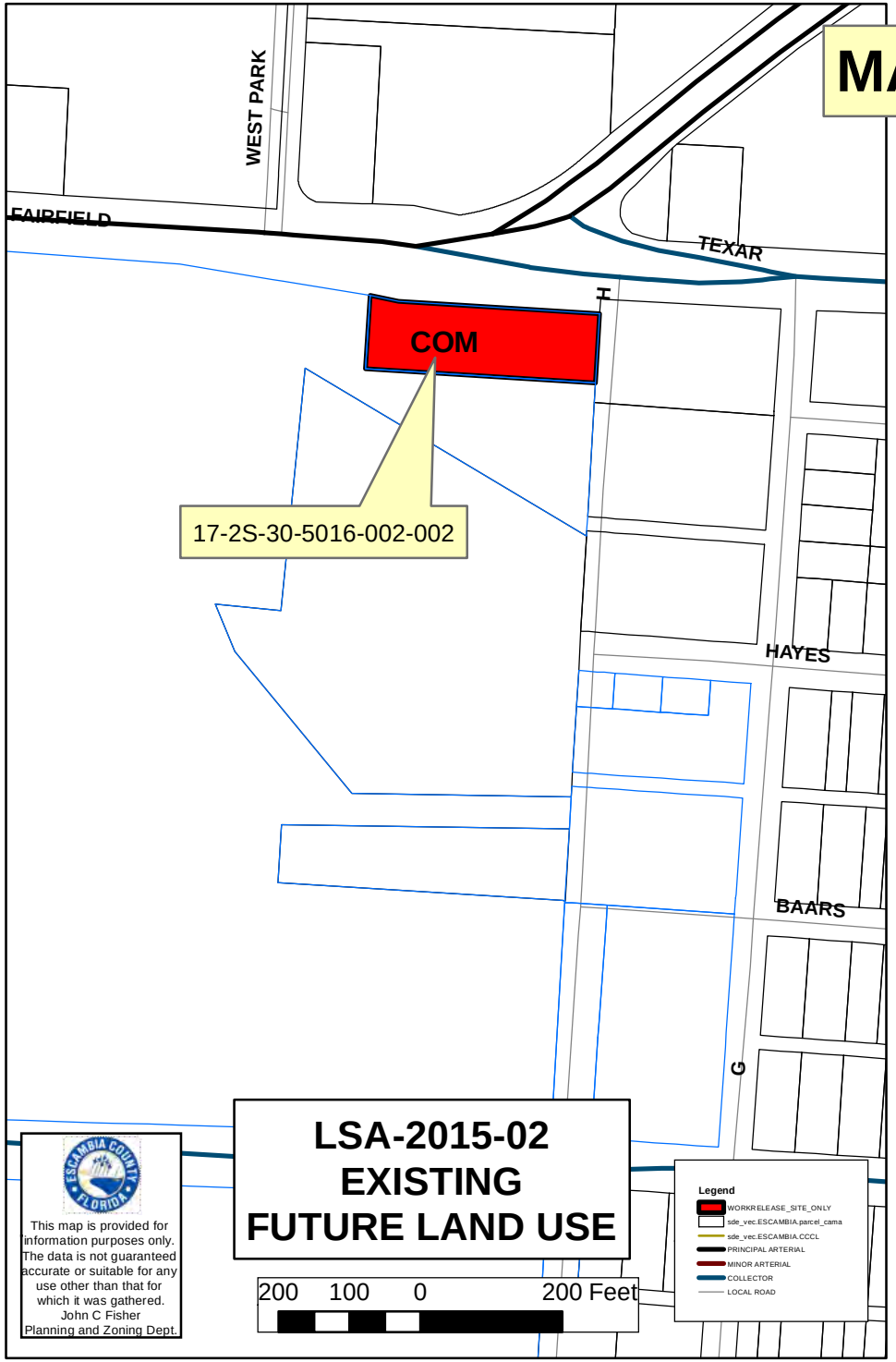

PALAFOX ANNEX
PALAFOX
PALAFOX
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ENGLEWOOD
ST JOSEPH
ST JOSEPH
CROSS
HATTON
BOBE
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
CRA
ATWOOD
BARRANCAS
BROWNSVILLE
CANTONMENT
ENGLEWOOD
ENSLEY
OAKFIELD
PALAFOX
WARRINGTON
LSA-2015-02
CRA ENGLEWOOD DISTRICT
530 265 0 530 Feet
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.
John C Fisher
Planning and Zoning Dept.

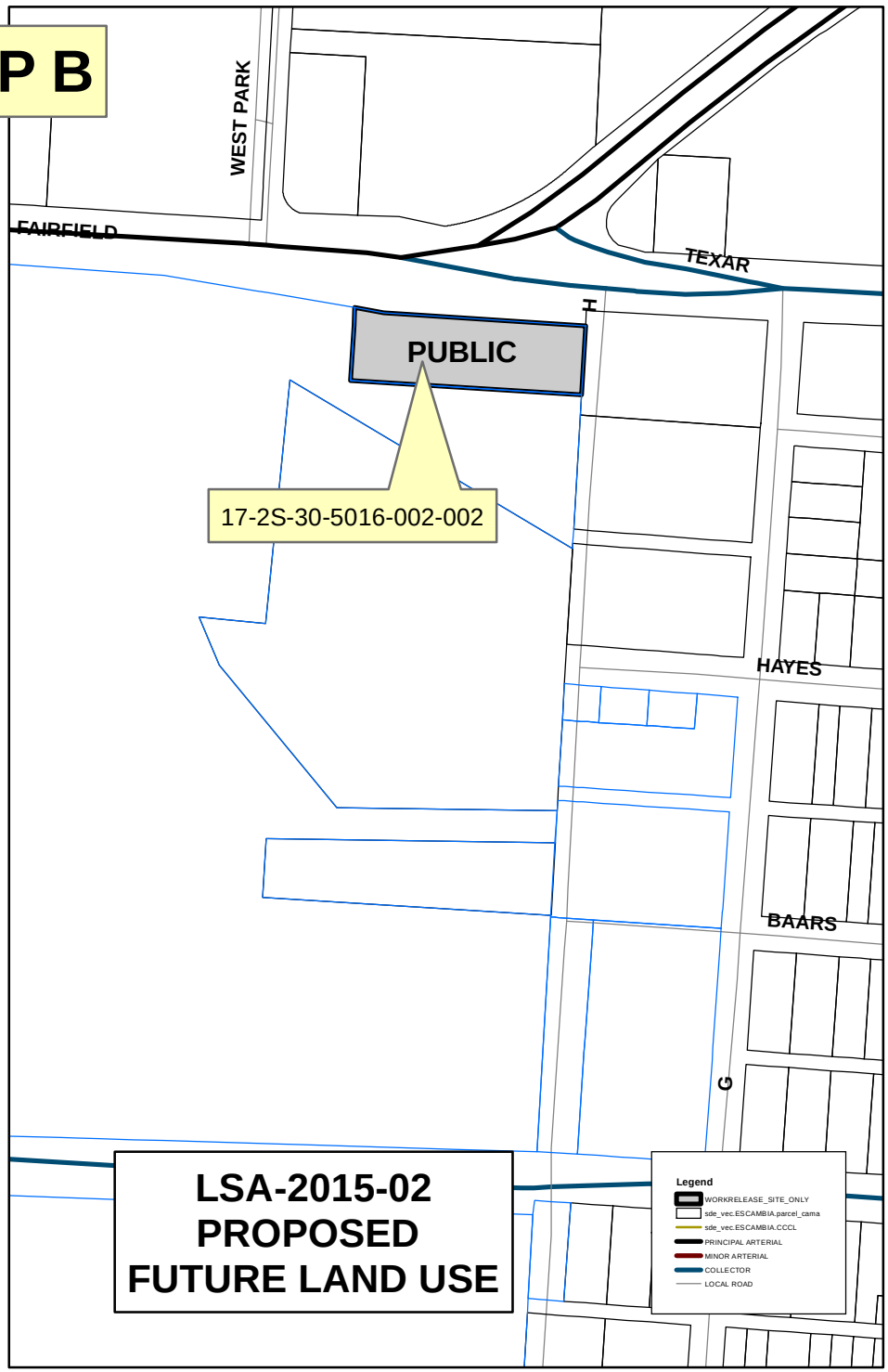
MAP A


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
ST MARY
FISHER
CROSS
ST JOSEPH
HATTON
TONGE
N
MU-U
MIXED-USE URBAN
17-2S-30-5016-000-002
17-2S-30-5016-000-002
REC
RECREATION
LSA-2015-02
EXISTING SPLIT
FUTURE LAND USE
425 212.5 0 425 Feet
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.
John C Fisher
Planning and Zoning Dept.
Legend
Jail_Rec_site_only
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

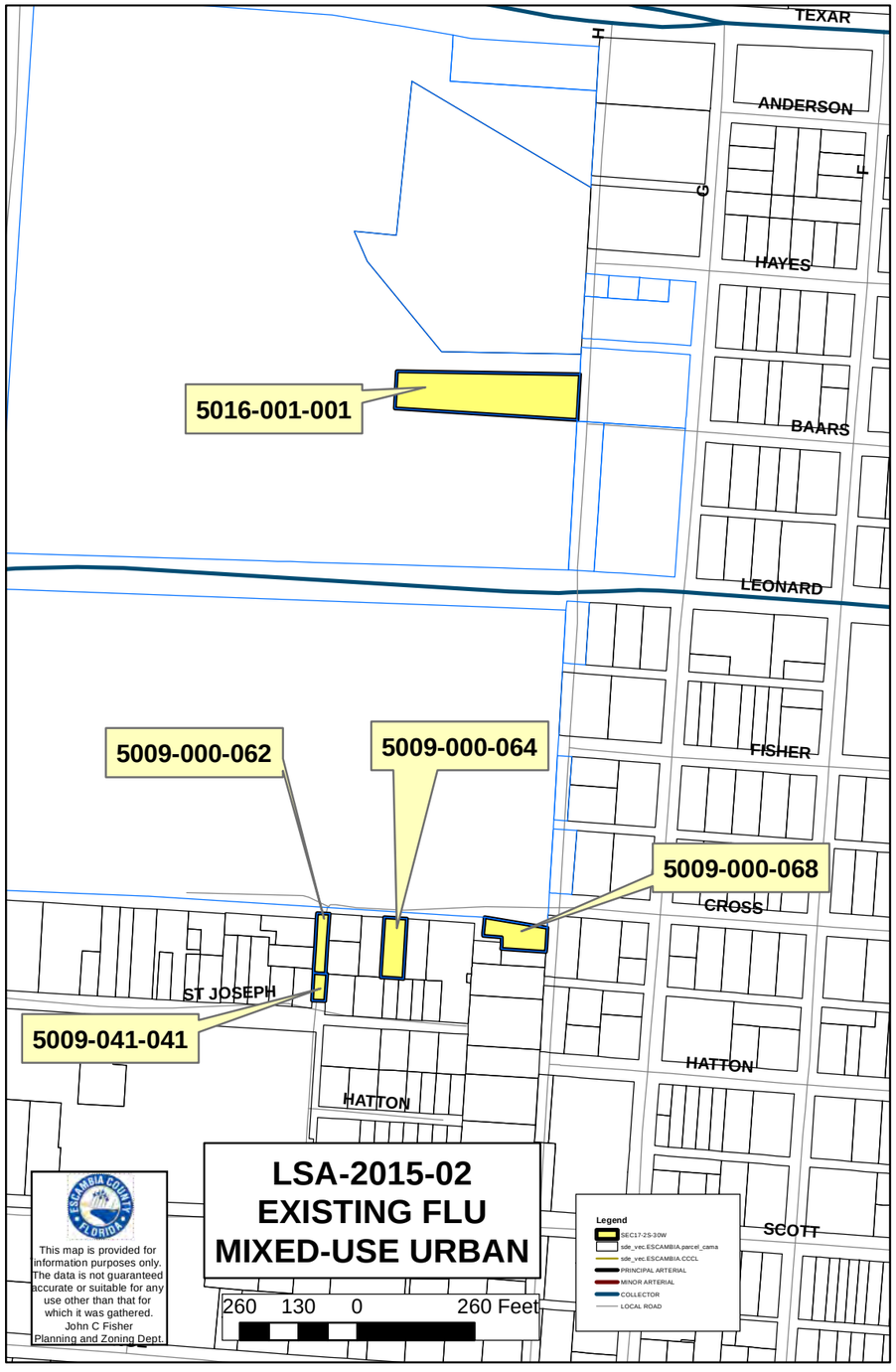

FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
ST MARY
FISHER
CROSS
ST JOSEPH
HATTON
TONGE
N
P
PUBLIC
17-2S-30-5016-000-002
P
PUBLIC
LSA-2015-02
PROPOSED FUTURE LAND USE
(FLU) ZONING
480 240 0 480 Feet
Legend
Jail_Rec_site_only
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

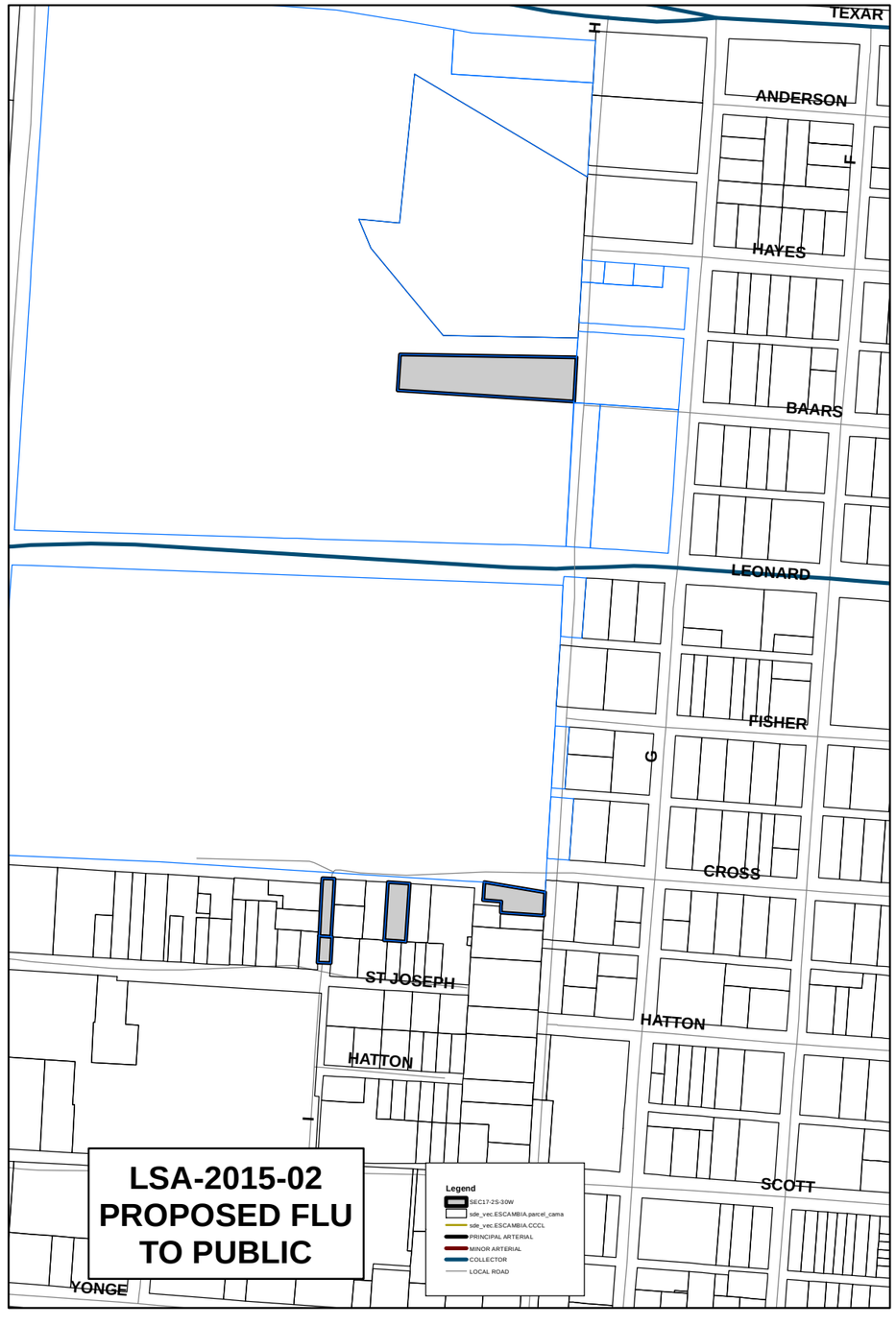
MAP B


WEST PARK
FAIRFIELD
TEXAR
I
COM
17-2S-30-5016-002-002
HAYES
BAARS
G
LSA-2015-02
EXISTING
FUTURE LAND USE
200 100 0 200 Feet
Legend
WORKRELEASE_SITE_ONLY
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


WEST PARK
FAIRFIELD
TEXAR
I
PUBLIC
17-2S-30-5016-002-002
HAYES
BAARS
G
LSA-2015-02
PROPOSED
FUTURE LAND USE
Legend
WORKRELEASE_SITE_ONLY
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

MAP C
SECTION 17, TOWNSHIP 2S, RANGE 30W
FULL LEGAL DESCRIPTIONS WITH PROPOSED FUTURE LAND CHANGE





Escambia County Property Appraiser
172S305009000064 - Full Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D W 310 FT FOR BEG
CONTINUE W 50 FT N 133 FT E 50 FT S 1
33 FT TO BEG LT 4 UNRECORDED PLAT OF
PEAKMANS PIKE S/D OR 7166 P 629

Escambia County Property Appraiser
172S305009000068 - Full Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D CONTINUE S 61 FT W
100 FT N 26 FT W 42 FT N 50 FT E 142 FT TO BEG
UNRECORDED PLAT OF
PEAKMANS PIKE S/D OR 5765 P 566

Escambia County Property Appraiser
172S305009041041 - Full Legal Description
BEG AT NE COR OF S 1/2 OF LT 9
BRAINERD & MCINTYRE S/D W 510 5/10 FT
SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT
W 31 FT TO POB LT 41 UNRECORDED PLAT
OF ALLISON PROPERTY OR 1932 P 978
ACCORDING TO FL STATUTE 197.502(8)

Escambia County Property Appraiser
172S305016001001 - Full Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47
SEC W 315 57/100 FT N 87 DEG 55 MIN 13
SEC W 13 FT TO A CONCRETE MONUMENT
ON WLY R/W LI OF H ST (50 FT R/W) S 2
DEG 4 MIN 47 SEC W ALG SAID R/W 465 37/100 FT
FOR POB THEN S 2 DEG 4
MIN 47 SEC W 100 63/100 FT N 87 DEG
55 MIN 13 SEC W 389 38/100 FT N 2 DEG 4
MIN 47 SEC E 68 08/100 FT N 87 DEG 18
MIN 4 SEC E 390 74/ 100 FT TO POB OR 5475 P 31

Escambia County Property Appraiser
172S305009000062 - Full Legal Description
BEG AT NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D S 148 FT W
482 FT FOR BEG CONTINUE W 28 FT N 133 FT
E 28 FT S 133 FT TO BEG OR PART OF LT 1 OF
UNRECORDED PLAT OF PEAKMANS PIKE S/D
OR 1247 P 891

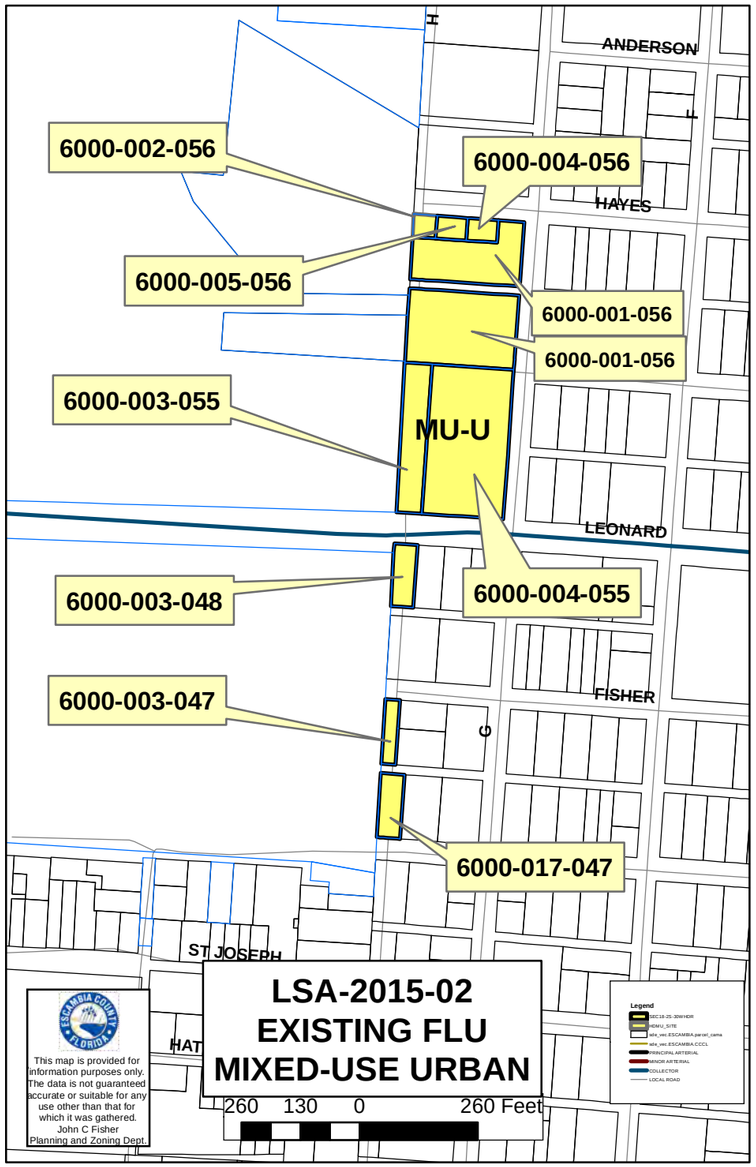
MAP D
SECTION 18, TOWNSHIP 2S, RANGE 30W
FULL LEGAL DESCRIPTIONS WITH PROPOSED FUTURE LAND CHANGE

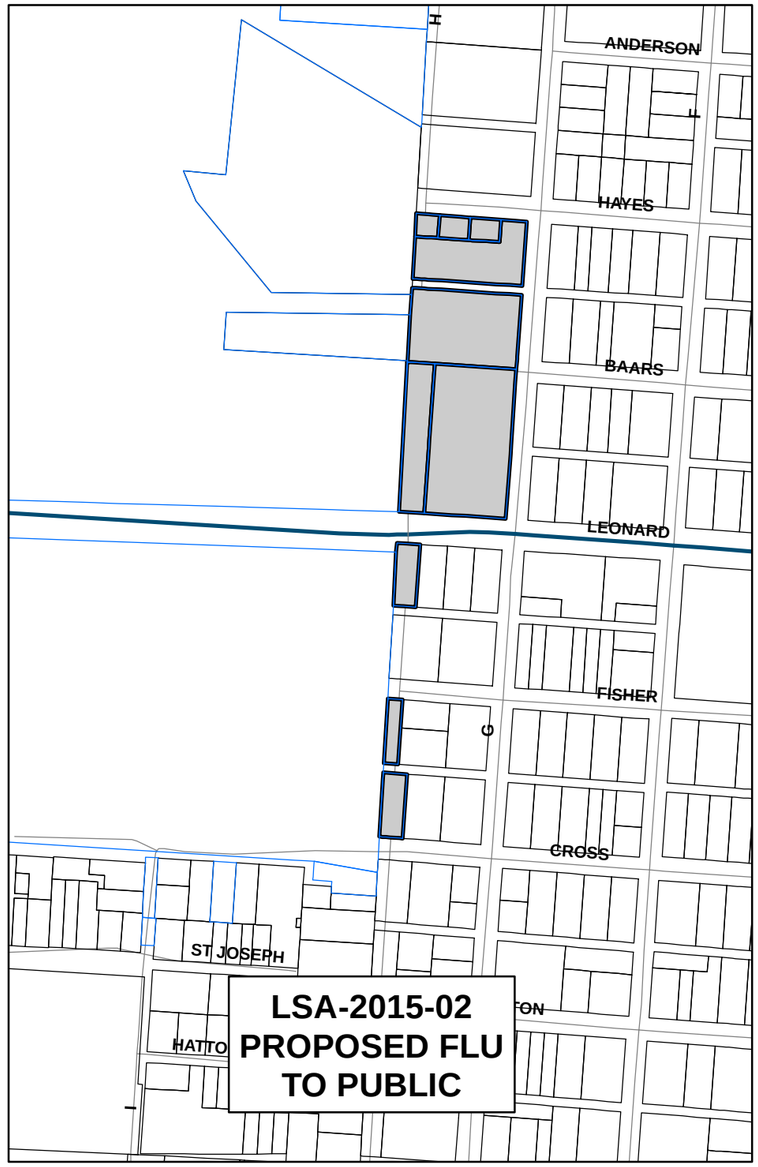
Escambia County Property Appraiser
182S306000002056 - Full Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-
CP-03 OR 6019 P 1488 LESS OR 2122 P 861 PRYDE

Escambia County Property Appraiser
182S306000003047 - Full Legal Description
ALL LT 3 AND W 15 FT OF LT 4 FRAC BLK 47
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR
1606 P 889 ACCORDING TO FLORIDA STATUTE 197.502(8)

Escambia County Property Appraiser
182S306000003055 - Full Legal Description
LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB
488 P 665 & S 1/2 OF VACATED BAARS
ST ADJ LTS OR 4207 P 403

Escambia County Property Appraiser
182S306000001056 - Full Legal Description
ALL FRAC BLK 56 LESS N 50 FT OF LTS 2
TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT
DB 59 P 107 OR 2792 P 324 N 1/2 OF
VACATED BAARS ST ADJ LTS OR 4207 P 403





Escambia County Property Appraiser
182S306000003048 - Full Legal Descripition
LTS 3 4 BLK 48 DB 503 P 312
EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Escambia County Property Appraiser
182S306000004055 - Full Legal Description
FRACTIONAL LT 4 & 17 & ALL LTS 5 TO
16 & 20 FT ALLEY BLK 55
ENGLEWOOD HTS PLAT
DB 59 P 107 OR 952 P 942 S 1/2 OF
VACATED BAARS ST ADJ LTS OR 4207 P 403

Escambia County Property Appraiser
182S306000004056 - Full Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S
R/W LI OF HAYES ST (55 FT R/W) 67 28/100 FT
DEFLECT 90 DEG 29 MIN 34 SEC LEFT 50 FT
DEFLECT 89 DEG 30 MIN 26 SEC LEFT 66 85/100 FT
DEFLECT 90 DEG 0 MIN 0 SEC LEFT 50 FT
TO POB OR 6019 P 1490

Escambia County Property Appraiser
182S306000005056 - Full Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56
ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY
ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100 FT
FOR POB CONT ALG SAME COURSE 67 27/100
FT TO E R/W LI OF H ST DEFLECT 90 DEG 58 MIN 40
SEC LEFT ALG E R/W LI 50 FT DEFLECT
89 DEG 01 MIN 20 SEC LEFT 66 85/100 FT DEFLECT
90 DEG 29 MIN 34 SEC LEFT 50 FT TO POB
OR 6019 P 1490

Escambia County Property Appraiser
182S306000017047 - Full Legal Description
LTS 17 18 AND W 7 FT OF 16 FRAC BLK 47
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1606
P 887 ACCORDING TO FLORIDA STATUTE 197.502(8)



Public Hearing Sign



Looking North Across Leonard Street and along “L” Street.



Looking East along Leonard Street.



Looking Southeast on Stormwater Pond area.


Looking South From Leonard Street



Public Hearing Sign on NE Corner of "L" Street and Leonard Street



Public Hearing Sign on NE Corner of "L" Street and Leonard Street



Looking East Along Leonard Street from the Corner of "L" Street.


Looking South across Leonard Street



Looking West along Leonard Street and across “L” Street



Looking North along “L” Street from the corner of Leonard Street



Public Hearing Sign on SE Corner of "H" Street and Leonard Street



Public Hearing Sign Looking South Along "H" Street



Looking West on Recreation Site from “H” Street.



Looking North Along "H" Street



Looking NE on the Corner of “H” Street and Leonard Street.



Public Hearing Sign on NW Corner of "H" Street and Leonard Street



Looking East along Leonard Street



Looking Southeast Corner of “H” Street and across Leonard Street



Looking South Across Leonard Street from the corner of “H” Street.



Looking North along “H” Street



Public Hearing Sign on NW Corner of "L" Street and Fairfield Drive



Looking East Along Fairfield Drive



Looking North across Fairfield Drive.



Looking Northeast along Fairfield Drive.



Looking Southeast from Fairfield Drive



Looking West along Fairfield Drive.



Public Hearing Sign on Fairfield Drive.



Looking East along Fairfield Drive



Looking West along Fairfield



Looking Northwest across Fairfield Drive.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

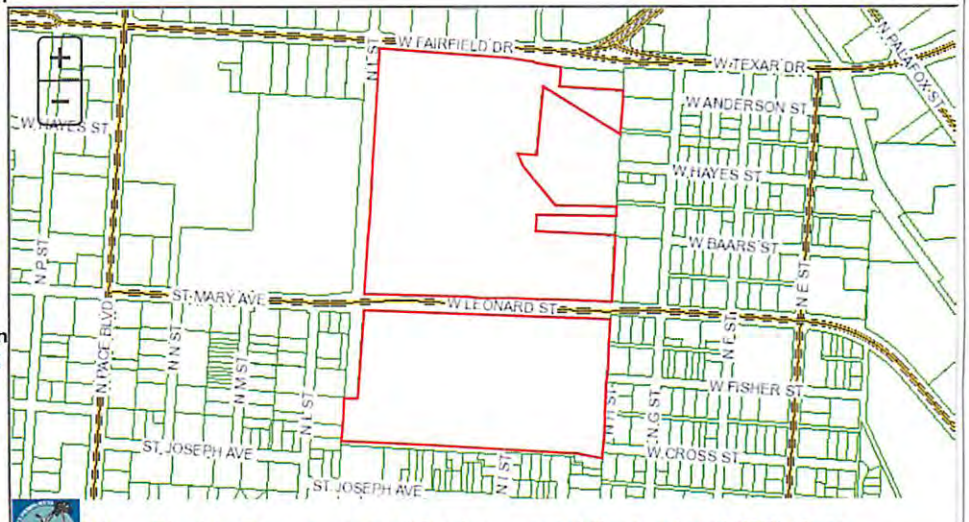
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

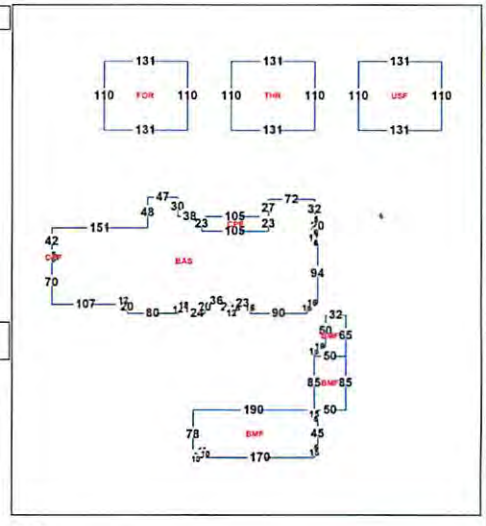
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



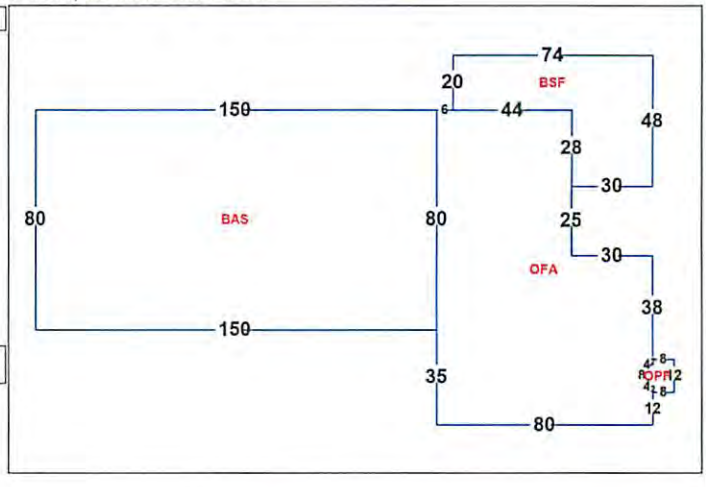
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



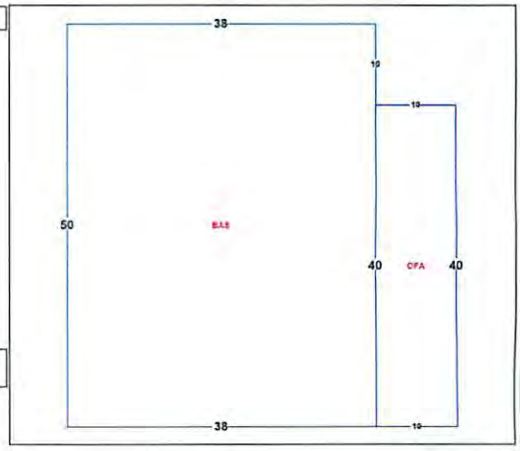
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



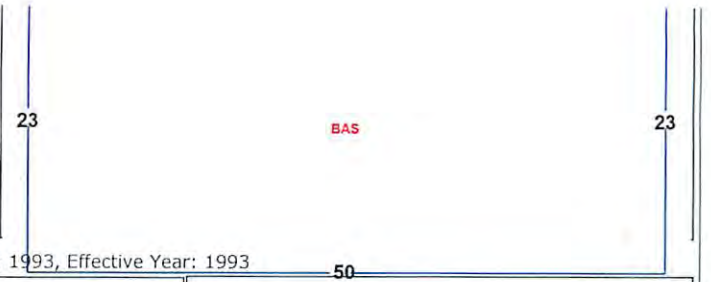
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

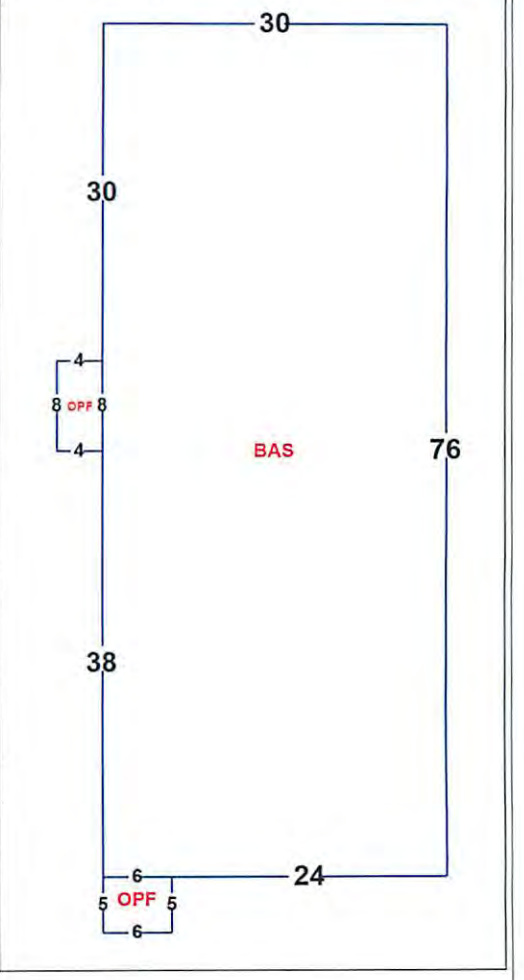
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

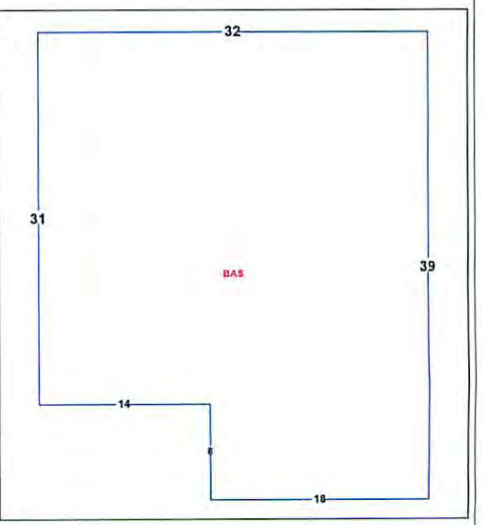
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

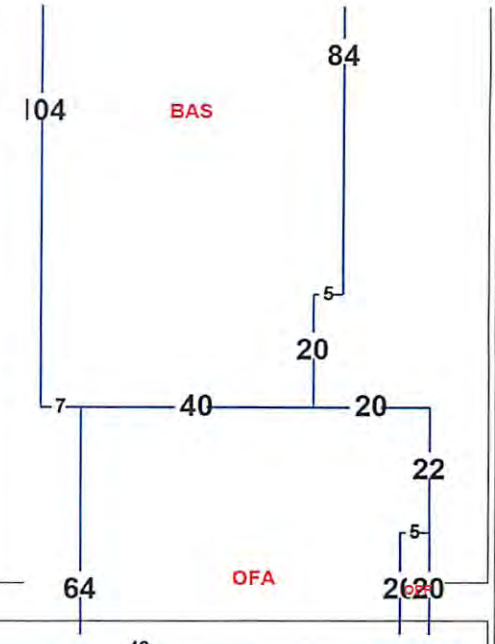
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

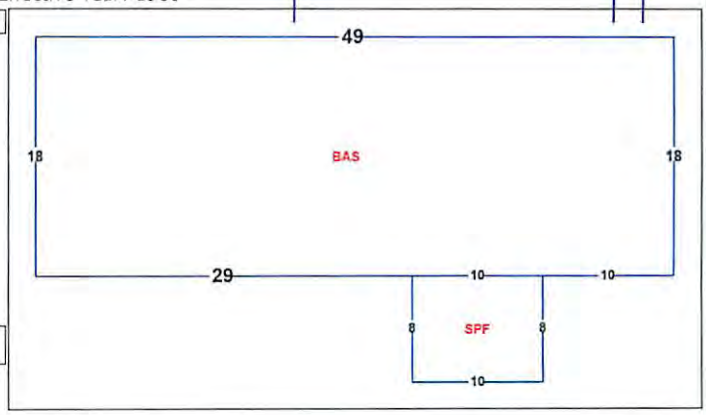
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

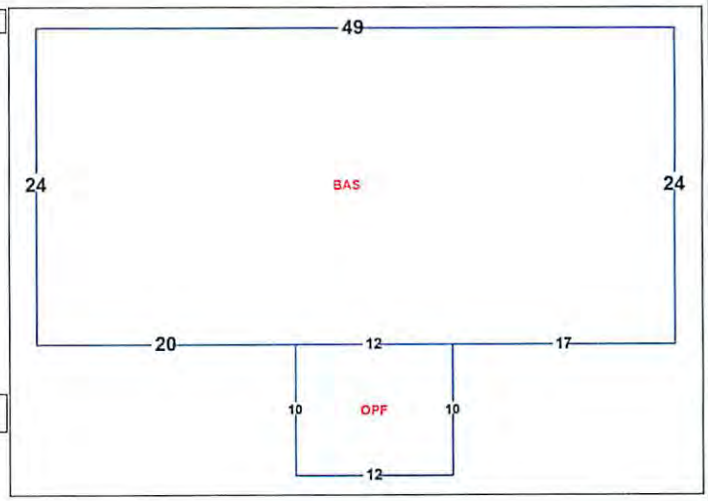
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

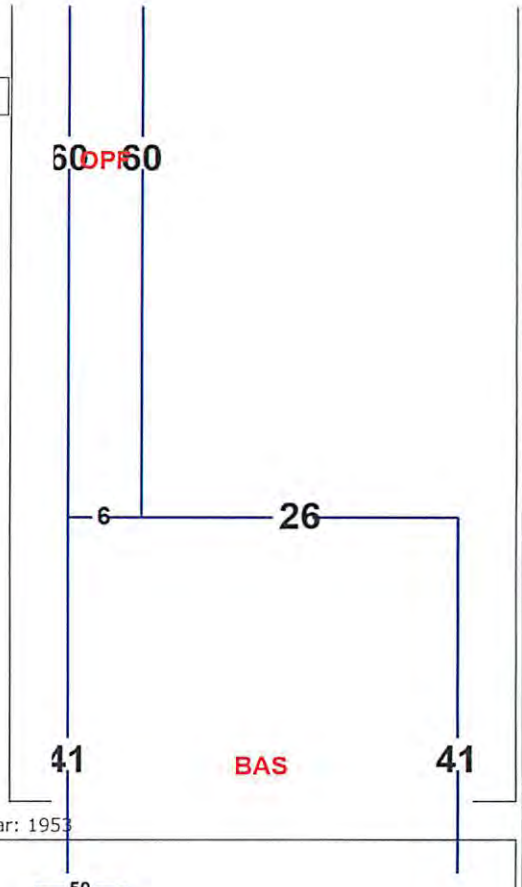


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

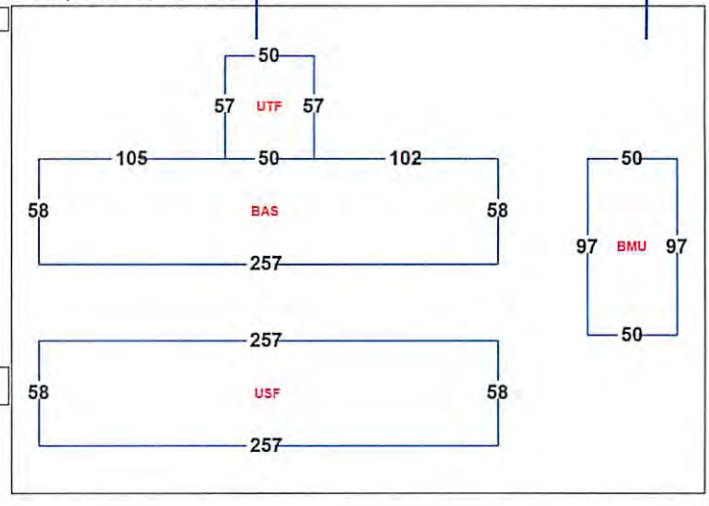
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

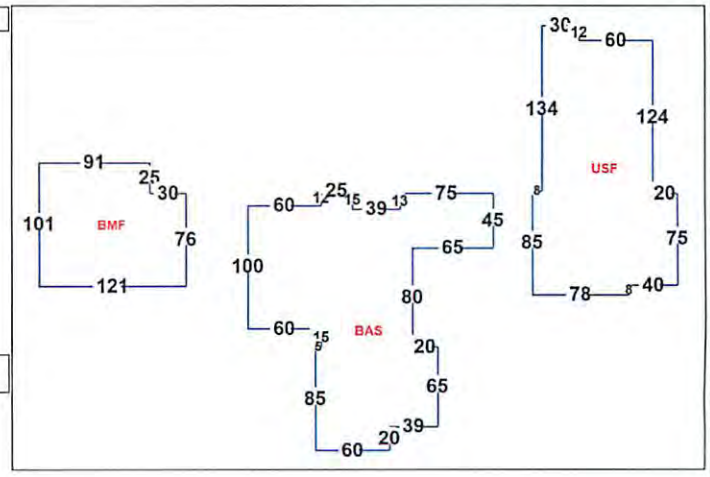
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

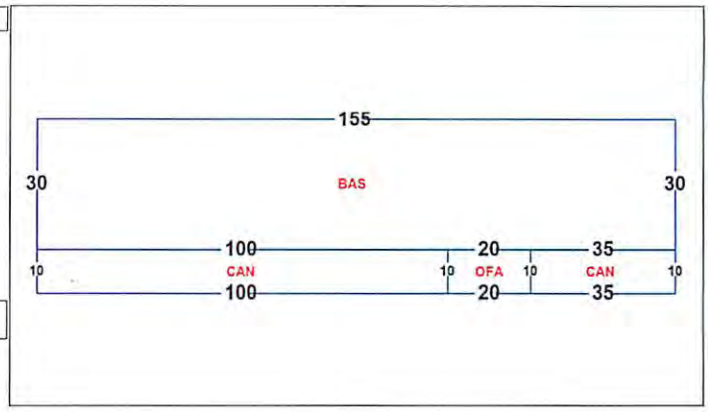
Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

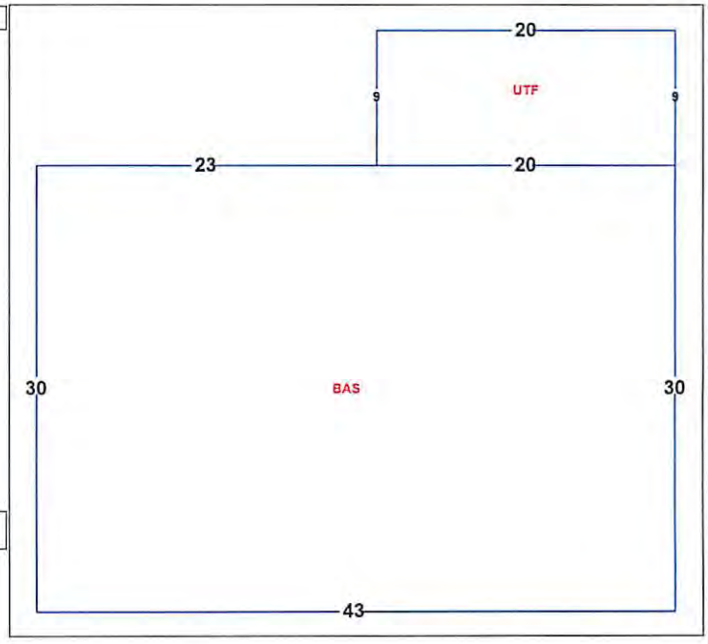
Areas - 6200 Total SF
BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



Year Built: 1975, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

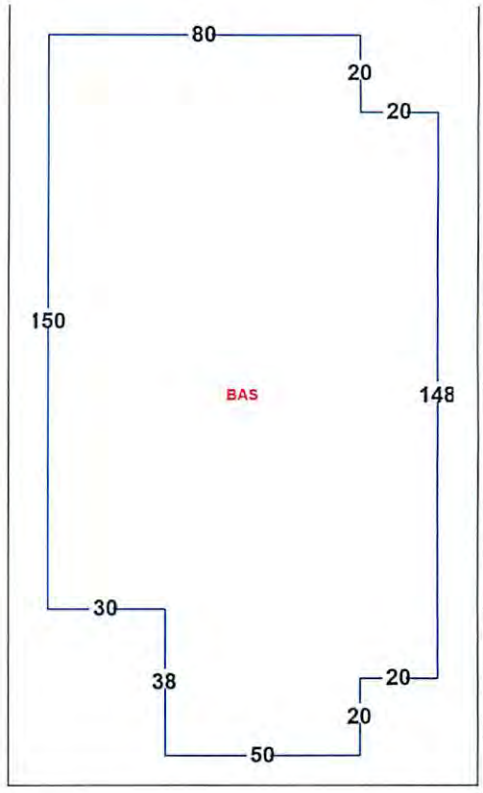
Areas - 1470 Total SF
BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF
BASE AREA - *16860*



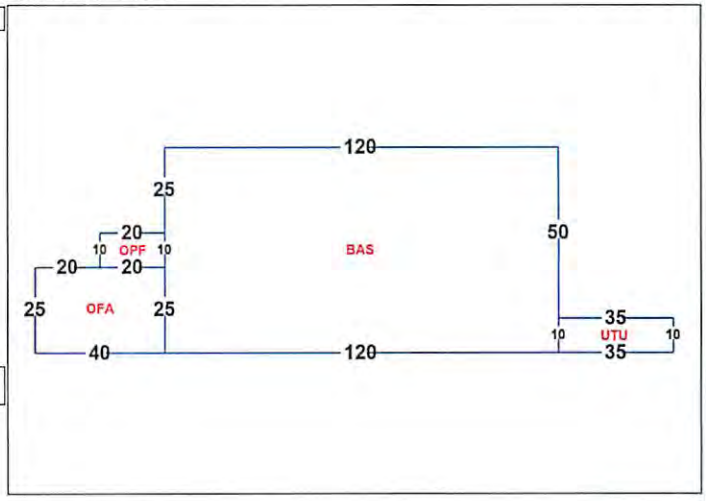
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



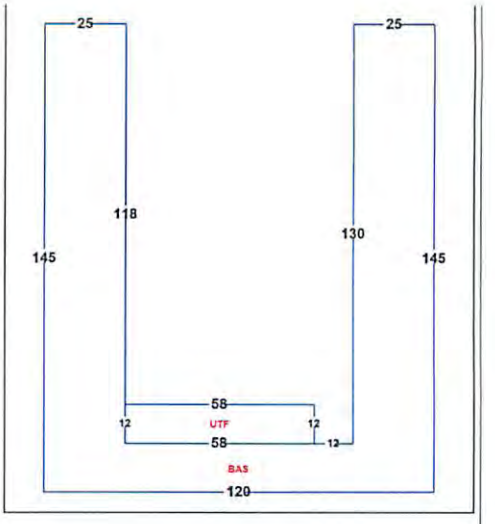
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



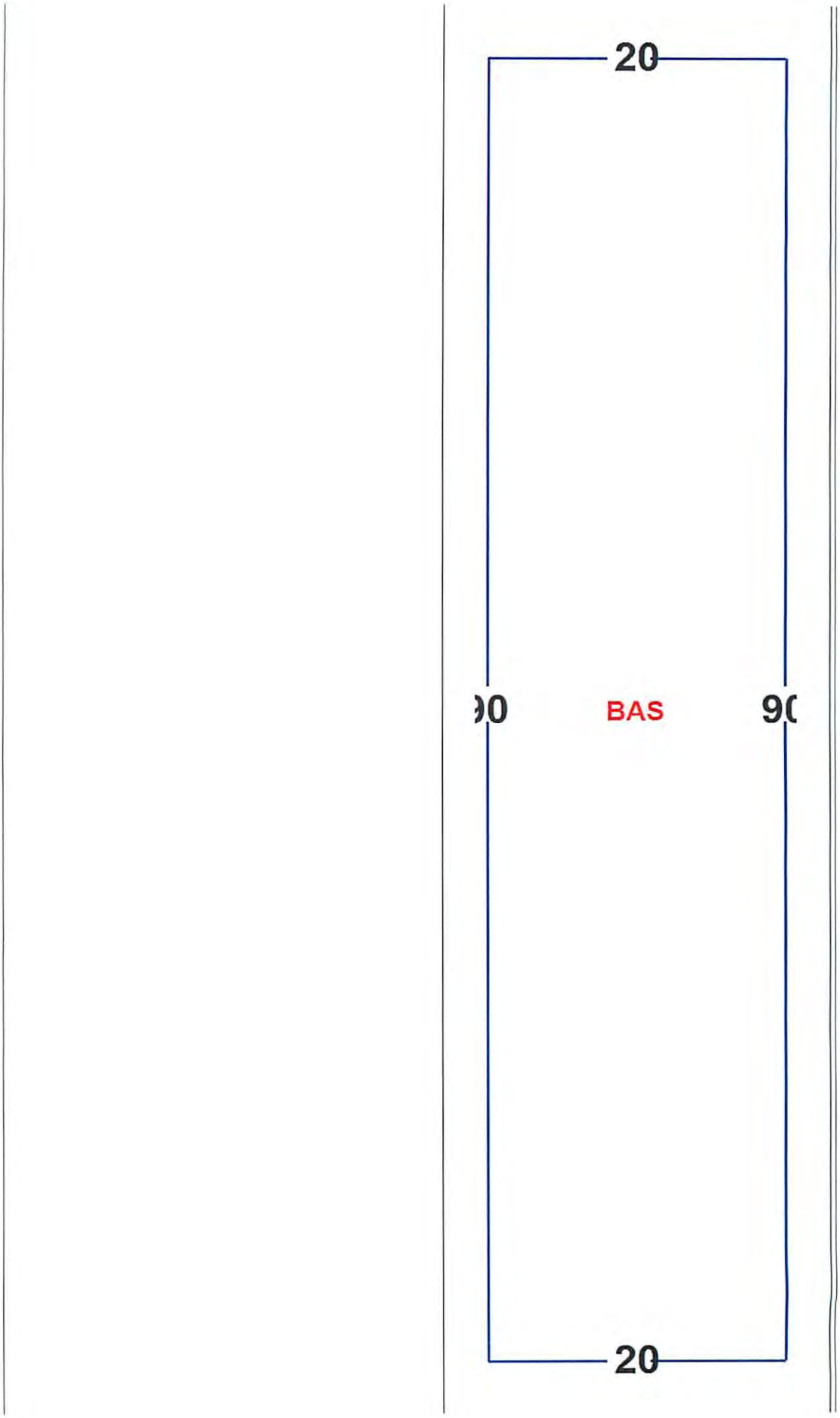
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

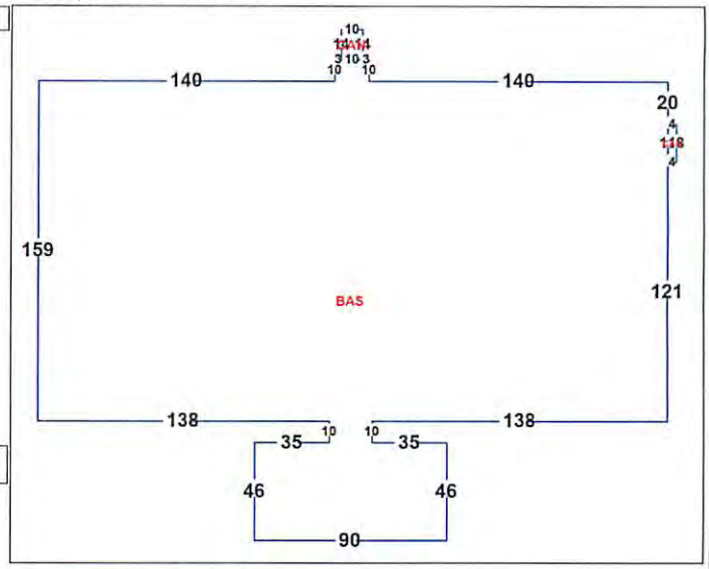
BASE AREA - *1800*


20
BAS
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

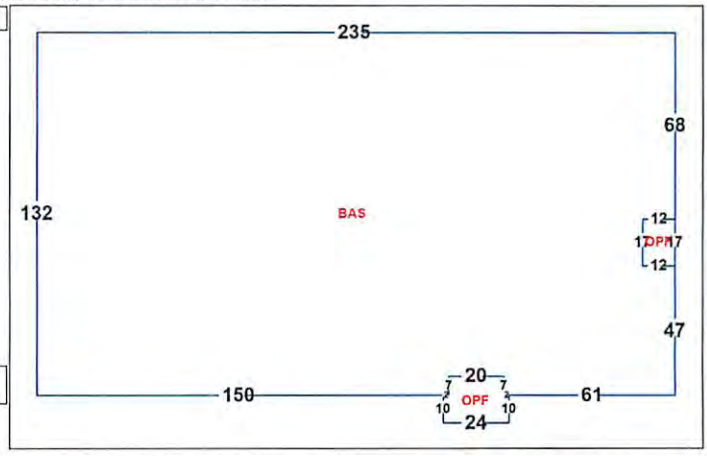


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

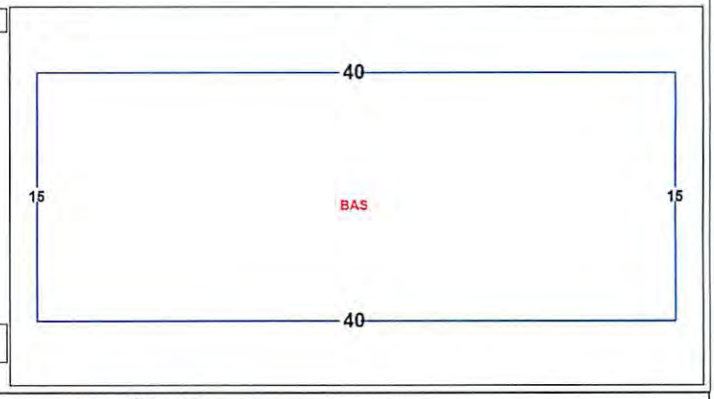


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images



7/14/06

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.

17-2S-30

BK3254PG630 9/22/92 P.4

13+2 Plw

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.

Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

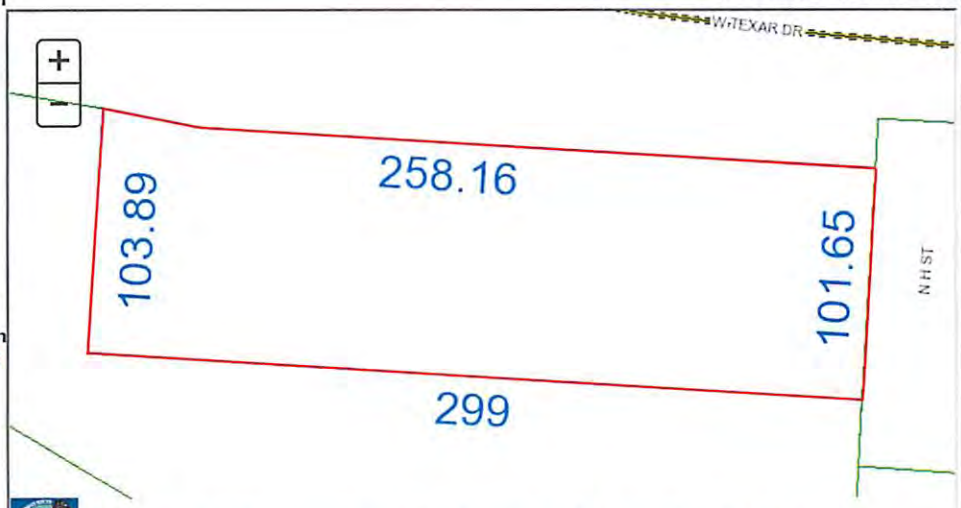
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

EXHIBIT C

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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 JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of ~~April~~ MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

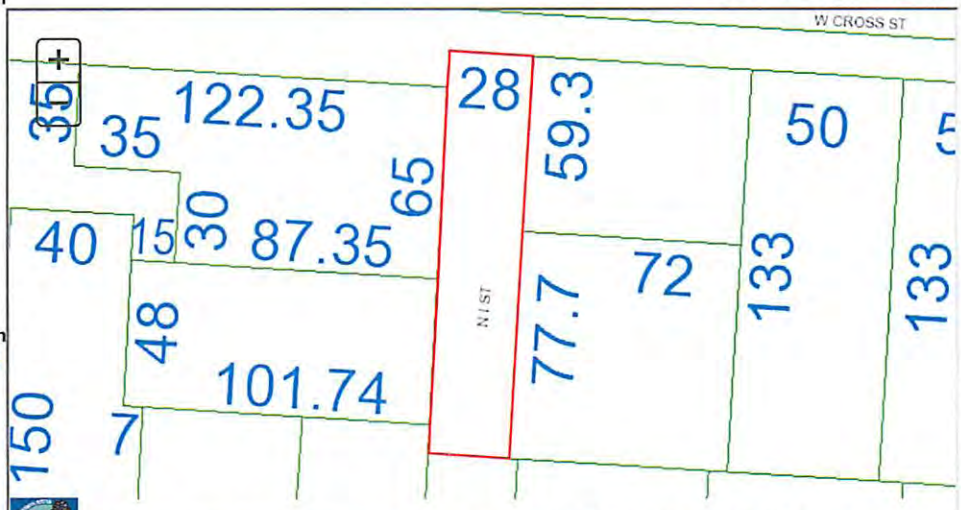
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

RECD. 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS,

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida, to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Poakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

DOCUMENTARY STAMP TAX $0.30

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June A.D. 1976

My Commission Expires
April 21, 1978

AUG 27 3 18 PM

FILED, RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA CO. FLORIDA

ERNEST B. ELLIOTT
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features

None

Parcel Information

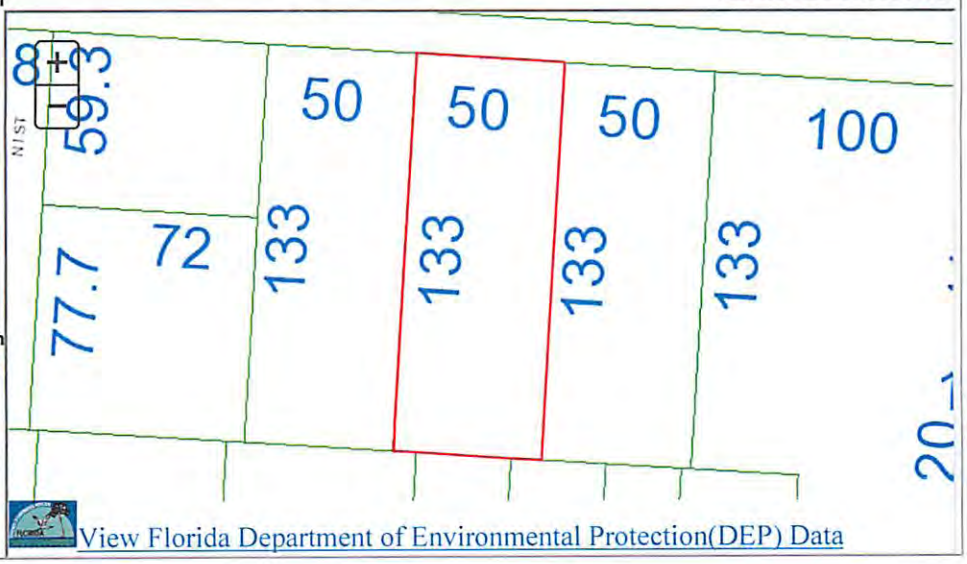
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

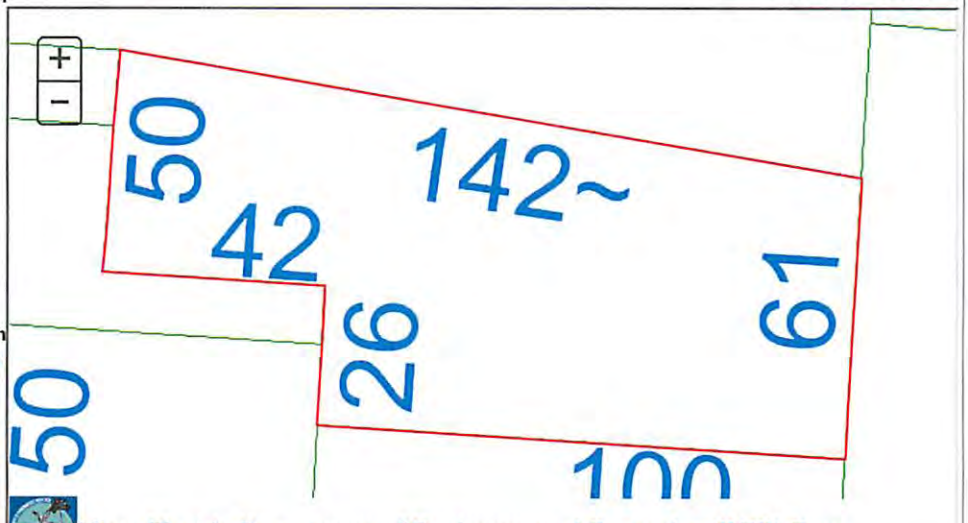
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

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

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

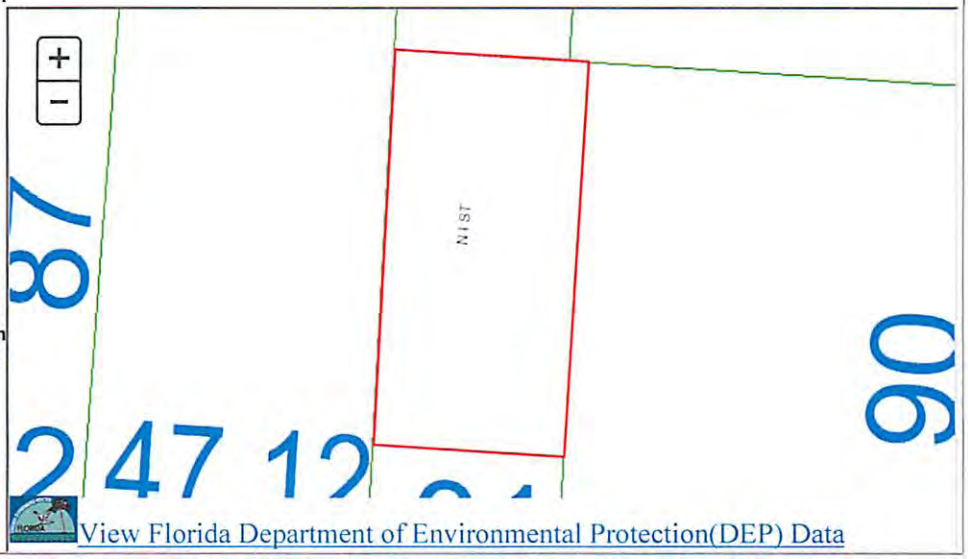
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 19 73 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Elaine Jarinas
Patricia S. Bowman

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Elaine Jarinas
Notary Public
My Commission Expires: 4/21/86

EXHIBIT D

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

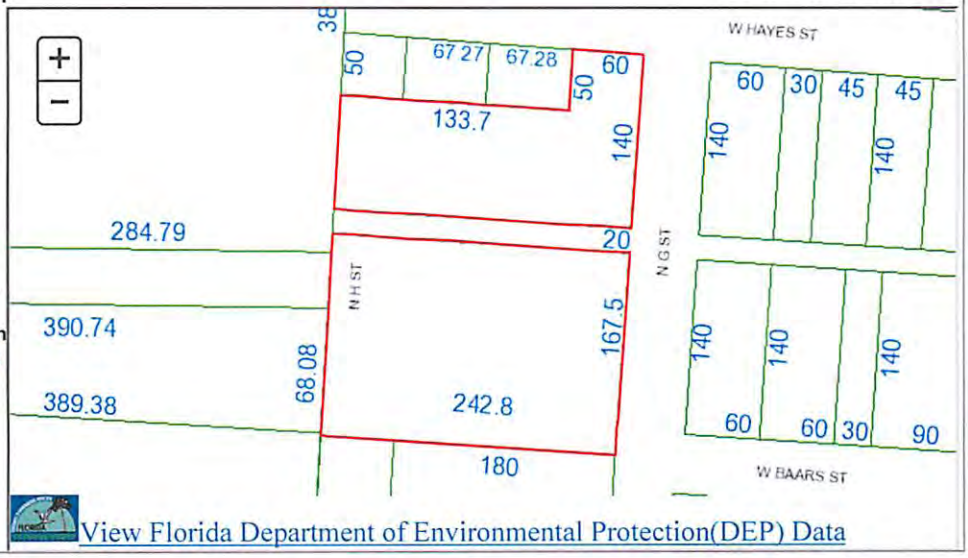
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503

BOOK 2792 PAGE 324

CORPORATION WARRANTY DEED

FILE NO. 89-1270
DOC. ~~488.00~~ 440.00
REC: 6.00
TOTAL ~~494.00~~ 446.00
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, 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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
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:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: _____ D.C.
CERT. REG. #59-2043328-27-01

THE BOOK & PAGE NOTED ABOVE WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
JOE A. FLOWERS, COMPTROLLER
FILED FOR RECORD
Dec 19 9 14 AM '89
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

7.4996

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 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 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.

BY: C. A. Hobbs
C. A. Hobbs, Jr., PRESIDENT

Signed, sealed and delivered
in the presence of:

Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

Linda G. Salter
Notary Public

June 2, 1991
My Commission Expires:

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features
ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.3500

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

D-2

Form 140
Printed and For Sale
Blank Printing Co.
Pensacola, Fla.

BK 473 PG 192

WARRANTY DEED

P. O. Box 1105 Pensacola, Fla.

State of Florida
Escambia County

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Owners and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

All of Lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1207 feet of Section 16, Township 2 South, Range 30 West recorded in Deed Book 9", Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 15.00

FLORIDA DOCUMENTARY SURTAX 05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hand s and seal s this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C N Mason (SEAL)

Louise D. Mason (SEAL)

(SEAL)

(SEAL)

(SEAL)

405 351

Jan 15 9 35 AM '73

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.

CLERK OF CIRCUIT COURT

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August A.D. 19 68

Notary Public

My commission expires 4-24-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

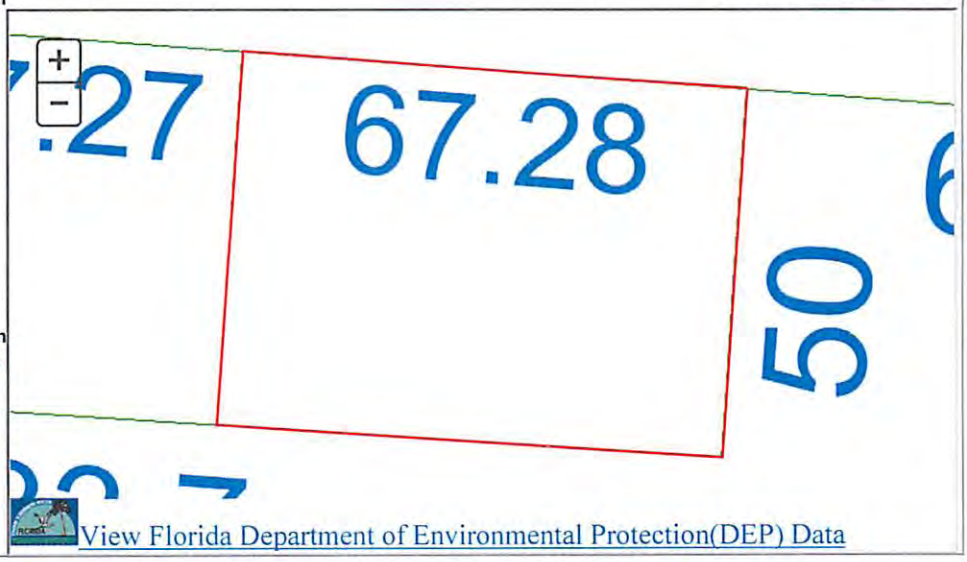
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

_____
Signature of Notary Public

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

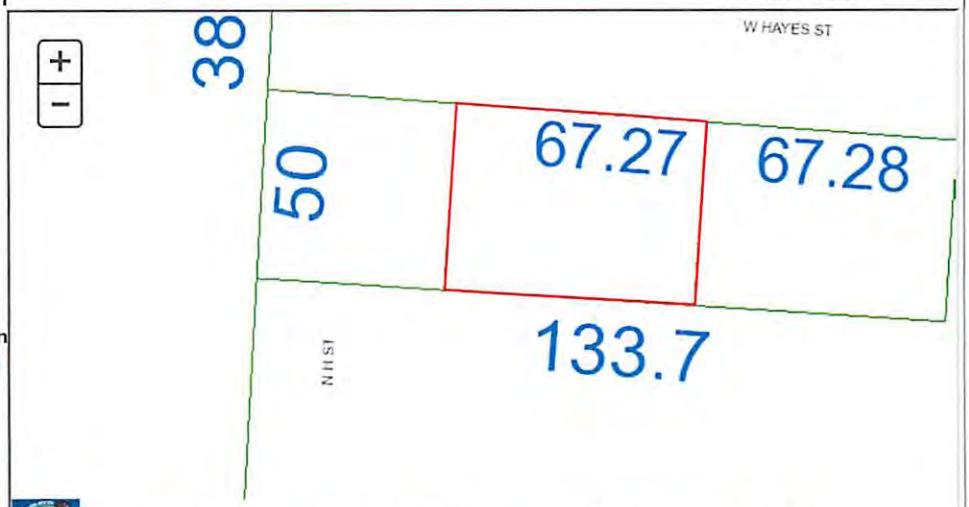
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

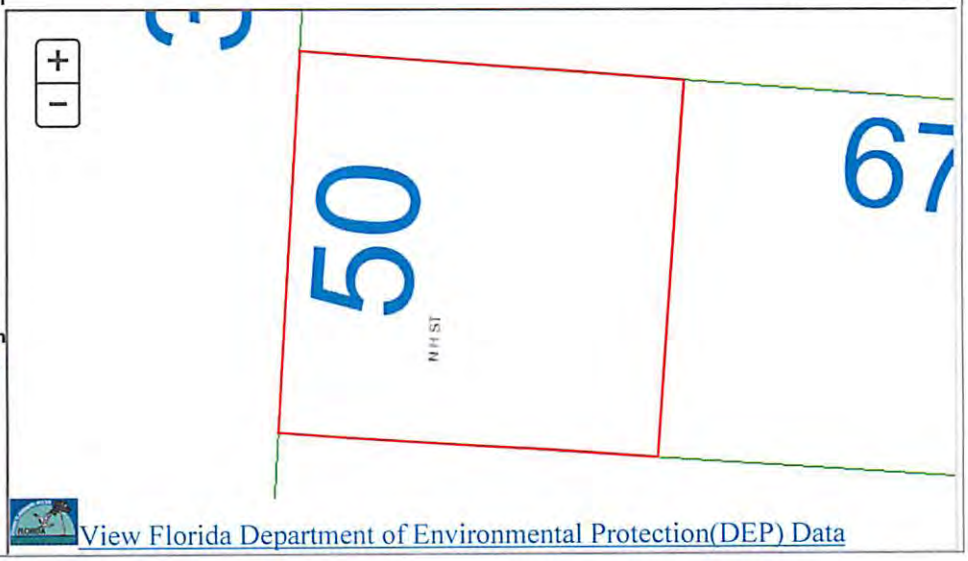
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (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 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy W. Cochran
Print Name Amy W. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Lillian M. Ewens
Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features

None

Parcel Information

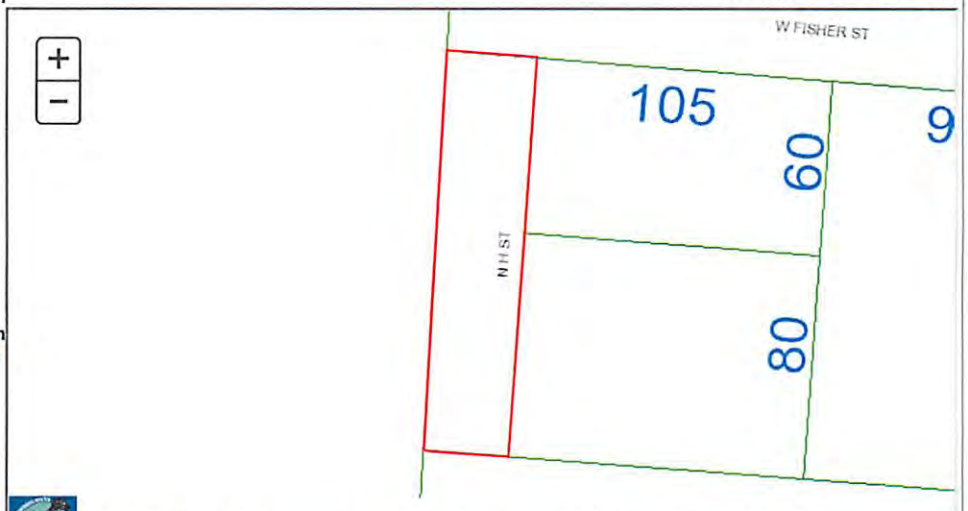
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

40' Lot

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

OR 1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

JAN 8 3 23 PM '82
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON
ESCAMBIA COUNTY

121249

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jarinas

Patricia Thrasher

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jarinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

O.R. 1606 PAGE 888

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121248

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jaimas

Patricia Brennaka

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jaimas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

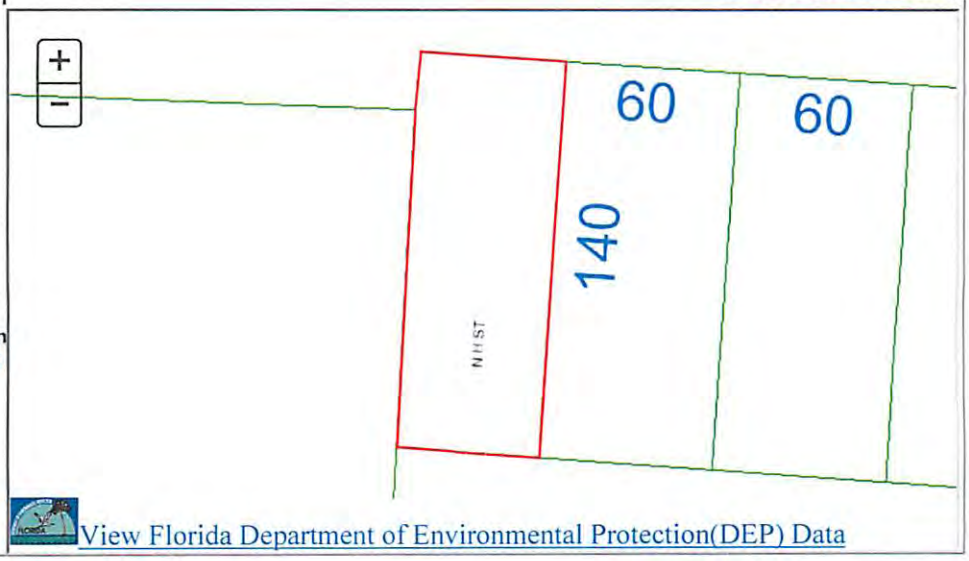
Parcel Information Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

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

Sworn to and subscribed before me this 18th

day of Nov. A.D., 19 97

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Bears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

Any person who decides to appeal any decision made by an board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based.

Legal No. 52080 1T November 16, 1997

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

1. That the motion of the Board to vacate is hereby adopted and approved.

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

in the _____ Court, was published in said newspaper in the issues of

Dec. 21, 1997

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

Sworn to and subscribed before me this 23RD day of Dec. A.D., 19 97

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] AEA
CLERK OF [illegible] COURT
ESCAMBIA [illegible] Y, FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59, Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

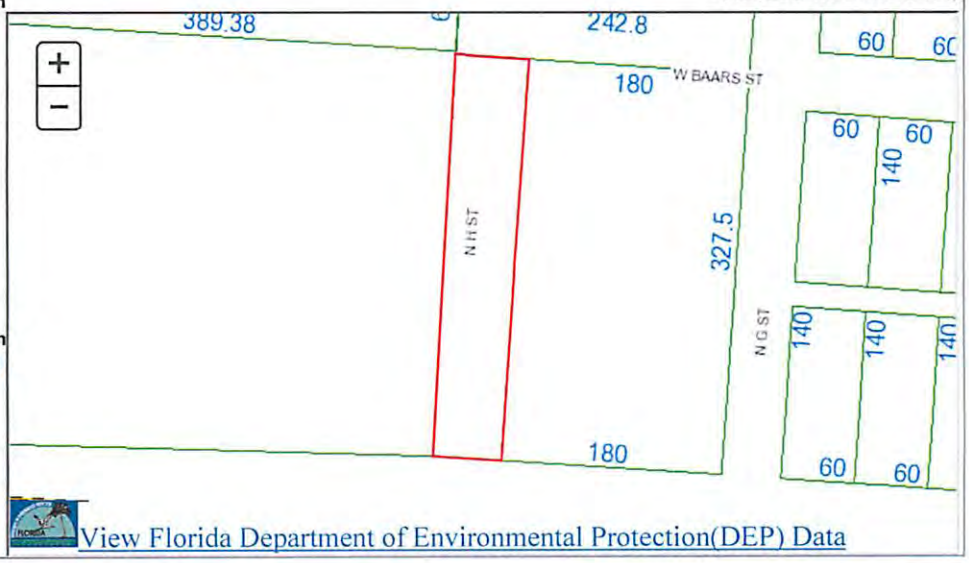
Launch Interactive Map

Section Map Id: 18-2S-30

Approx. Acreage: 0.4400

Zoned: HDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar)

DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee, ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s on this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno — J. M. Cooper (SEAL)
Voncile Dixon — Earl Westmark (SEAL)
ATTEST: — Frank L. Parise (SEAL)
Langley Ball, Clerk (OFFICIAL SEAL) — Clint Reilly (SEAL)

State of Florida
ESCAMBIA County,

As members of the Board of County Commissioners of Escambia County, Florida.

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Ball, as clerk ~~and~~ and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features
None

Parcel Information

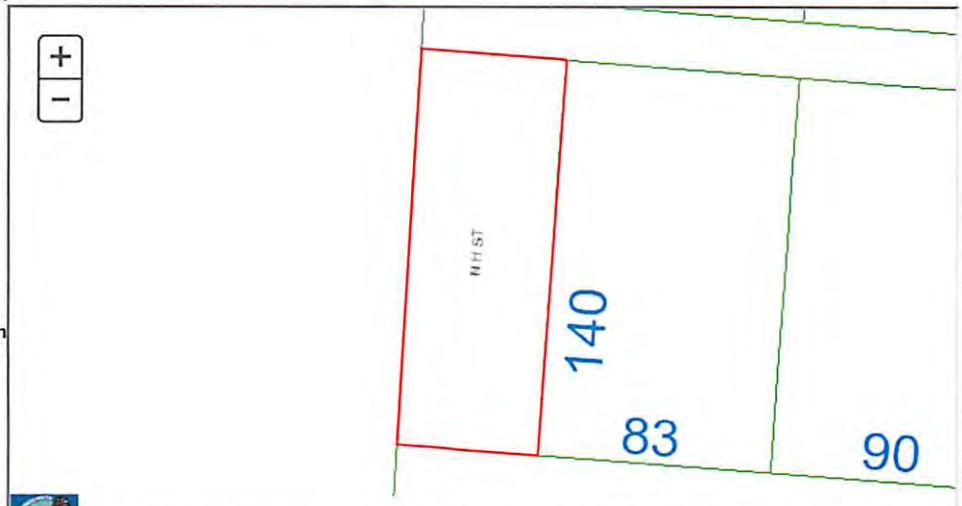
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121247

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Jarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Jarinas

Notary Public
My Commission Expires: 4/21/82

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2015-02 – Escambia County Jail Site and Surrounding Escambia County Owned Property.
Location:	1200 Block of W Leonard Street, 1211 W Fairfield, N "H" Street and W Cross Street.
Parcel #s:	17-2S-30-5016-000-002 (Leonard Street) 17-2S-30-5016-002-002 (Fairfield Drive) 17-2S-30-5016-001-001 (N "H" Street and W Cross Street) 17-2S-30-5009-000-062 (N "H" Street and W Cross Street) 17-2S-30-5009-000-064 (N "H" Street and W Cross Street) 17-2S-30-5009-000-068 (N "H" Street and W Cross Street) 17-2S-30-5009-041-041 (N "H" Street and W Cross Street) 18-2S-30-6000-001-056 (N "H" Street and W Cross Street) 18-2S-30-6000-004-055 (N "H" Street and W Cross Street) 18-2S-30-6000-004-056 (N "H" Street and W Cross Street) 18-2S-30-6000-005-056 (N "H" Street and W Cross Street) 18-2S-30-6000-002-056 (N "H" Street and W Cross Street) 18-2S-30-6000-003-047 (N "H" Street and W Cross Street) 18-2S-30-6000-003-048 (N "H" Street and W Cross Street) 18-2S-30-6000-003-055 (N "H" Street and W Cross Street) 18-2S-30-6000-017-047 (N "H" Street and W Cross Street)
Acreage:	53.89 (+/-) acres
Request:	From Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), Leonard Street Parcel, Map A. From Commercial (C) to Public (P), Fairfield Drive Parcel, Map B. From Mixed-Use Urban (MU-U) to Public (P), N "H" Street and W Cross Street Parcels Maps C and D.
Agent:	Escambia County
Meeting Dates:	Planning Board, January 5, 2016 BCC, February 2, 2016

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.89 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P). The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec. The county proposes to rezone to Public (P) (case

number Z-2015-23) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

The subject parcels are located along the north and south side of Leonard Street, South of Fairfield Drive, East of N "L" Street and West of "G" Street. The properties are built out consisting of the Escambia Jail complex, County Park, storm water pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The area to the south and east are residential uses and zoned High Density Residential (HDR). To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI) with all commercial type uses.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer and is already development. Any new proposed development will have a complete review during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The subject area is within the service area of ECUA and meets the adopted level of services standards in the Comprehensive Plan. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The current site is already built out and a stormwater management system is already in place. Escambia County Public Works is in the process of improving the overall stormwater in the area as a major concern of flooding has occurred in major rain events.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment is for a developed area. Any new development will have to submit for Development Review Process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment does not include any impact on public schools.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Residential density is limited to 25 dwelling units per acre. The Comprehensive Plan table describes the current C FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. The other referenced Comprehensive Plan table describes the current Rec FLU as recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

The proposed amendment FLU, as described by the same policy, is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or

other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Escambia County and create a consisted zoning for the existing use that is currently already developed.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site has already been developed to encompass several blocks of already public facilities in a central location to maximize the efficiency to the public. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **4. A.**

Meeting Date: 01/05/2016

Issue: A Public Hearing Concerning the Review of an Ordinance Amending the 203(Future Land Use Map, LSA-2015-02.

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02.

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 requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.89 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P).

The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec, which are in the process of rezoning to Public (P) case number Z-2015-23. The FLU change is proposed to allow existing county government or other public institutions or agencies on already Escambia County owned property.

The subject parcels are located along the north and south side of Leonard Street, south of Fairfield Drive, east of North “L” Street and west of “G” Street. The properties are built out consisting of Escambia Jail, County Park, stormwater pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The site is largely surrounded by single-family residential use pattern zoned High Density Residential (HDR) with small lots to the south and east. To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance
Staff Analysis
LSA-2015-02

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9670 **Growth Management Report** **10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 02/02/2016
Issue: 9:09 a.m. - A Public Hearing Concerning the Review of Redfish Harbor, a Planned Unit Development
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

9:09 a.m. - A Public Hearing Concerning the Review of Redfish Harbor, a Planned Unit Development

That the Board of County Commissioners (BCC) review and approve the PUD for Redfish Harbor. At the January 5, 2016, Planning Board Meeting, the Board recommended approval.

BACKGROUND:

Hammond Engineering, Inc., project agent and engineer, submitted a preliminary plat and associated subdivision development plans for PUD approval. The development proposes a residential subdivision of 92 single-family lots within a 29.59-acre, two-parcel site (parcel numbers 14-3S-32-1000-040-002; 14-3S-32-1000-050-002) along the north side of Innerarity Point Road at Japonica Avenue. The site is within the High Density Residential (HDR) zoning district and the Mixed-Use Suburban (MU-S) future land use category.

The PUD proposes front and rear yards less than the zoning district minimums and right-of-way widths less than county standards as variances to the applicable provisions of the LDC. As required by LDC Section 2-6.8, the development application has been evaluated through the Development Review Committee (DRC) and the Planning Board and is awaiting BCC approval of the plan with its requested exceptions.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of the PUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The legal advertisement of the PUD has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney.

PERSONNEL:

No additional county personnel are required to process the PUD application.

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 2-6.8 of the Land Development Code requires that the Planning Board review the PUD in a quasi-judicial public hearing and transmit its recommendation to the BCC for a final decision on the development plan.

IMPLEMENTATION/COORDINATION:

The PUD has been reviewed and commented upon by the Development Review Committee prior to consideration and recommendation by the Planning Board. Approval of the proposed development plan by the BCC would authorize the applicant to proceed under the conditions of a PUD preliminary plat Development Order, including the subsequent submission of an implementing subdivision infrastructure construction plan for county approval. Upon completion of construction and Final Plat approval, the Building Inspections Department would be authorized to issue permits allowing construction of homes on all residential lots within the subdivision.

Attachments

Redfish Harbor PUD Case File

Preliminary Plat PUD

Staff Analysis of Specific Land Development Code (LDC) Planned Unit Development (PUD) Approval Criteria for the Proposed Redfish Harbor PUD

LDC Sec. 2-6.8 Planned Unit Developments.

(a) General. Planned unit development is an optional and supplemental compliance review process for the subdivision of land. It allows flexibility in LDC requirements to encourage greater creativity in land use planning and design for the mutual benefit of developers and the public. The intent of the PUD is to obtain benefits not anticipated by the strict application of zoning district regulations and subdivision standards, and not available by other variance processes. For the private gain of greater design flexibility, developers are required to provide greater public benefits through permanently preserved common open space, infrastructure improvements, accommodation of environmental and aesthetic features, and other permanent site improvements and amenities benefiting public health, safety and welfare. Proposed PUD is evaluated first through a quasi-judicial public hearing by the Planning Board and then by the Board of County Commissioners (BCC).

General description of proposed development: The 29.59-acre development parcel fronts Innerarity Point Road and is bounded on the west by Japonica Avenue. The parcel extends northward to Garcon Bayou and includes 16.36 acres of jurisdictional wetlands. The preliminary plat of Redfish Harbor proposes subdivision for 92 single-family residential lots along paved private streets, and other private parcels to accommodate proposed amenities and stormwater ponds. The development is within the High Density Residential (HDR) zoning district and Mixed-use Suburban (MU-S) future land use category.

The variances requested through the PUD proposal are limited to reducing the front and rear principal structure setbacks of the applicable zoning district by five feet each to 15 and 10 feet respectively, and reducing the right-of-way width required for streets with curb and gutter from 50 feet to 40 feet with adjoining 10-foot utility easements on each side.

(b) Limits on PUD. Planned unit development can be used to mix land uses, provide broader housing choices, and allow more compact development through specific height, area, yard, size and use requirements that are different in any or all respects from those required by the applicable zoning district, or subdivision design standards different from those prescribed in [LDC] Chapter 5. Planned unit development is allowed for subdivision within any zoning district or future land use category, but it is subject to the following limitations:

(1) Land uses. Land uses may vary from the specific uses allowed by the applicable zoning district, but they shall comply with the range of allowed uses within the applicable future land use category.

The proposed single-family residential use is allowed by the applicable zoning district and future land use category.

(2) Density. The number of dwelling units shall not exceed the density allowed by the applicable future land use category or zoning district.

The proposed number of dwelling units does not exceed the density allowed by either the applicable future land use category or zoning district.

(3) Other processes. The PUD process supplements but does not replace other applicable compliance review processes of the LDC, including those for approval of preliminary plats, construction plans, and final plats.

The preliminary development plan of the PUD has been forwarded to the Planning Board for its consideration after review and written comment by the members of the Development Review Committee (DRC). Prior to PUD plan review and final determination by the Board of County Commissioners (BCC), the plan must address any remaining conditions of LDC compliance not modified by the proposed variances of the PUD and must respond to any conditions of the Planning Board's recommendation to the BCC.

The essential commitments of the development plan and the expectations of the county will be established upon BCC approval of the PUD, which includes the preliminary plat and associated documenting plans. The implementing subdivision infrastructure construction plans and final plat must be in substantial conformance with the approved PUD plans as determined through the established review and approval processes of the LDC.

(4) Standards. The PUD process shall not modify any level of service standards for adequate public facilities or standards for accessibility, life safety, or health.

The proposed development will comply with all applicable level of service standards.

(e) Compliance review. The Planning Board shall conduct a quasi-judicial public hearing as noticed to consider whether conditions warrant the proposed modifications and make recommendations regarding the proposal to the BCC and for them to consider and act on those recommendations.

The Planning Official has forwarded the proposed PUD and an analysis of its compliance with the requirements of the Land Development Code to the Planning Board for its required consideration and recommendation.

(f) Criteria for PUD approval. The applicant has the burden of presenting competent substantial evidence to the [Planning] board that establishes each of the following conditions for the PUD:

(1) Creative Planning. Uses and structures are arranged in a manner that demonstrates creative concepts of land use planning throughout the development area. Residential uses include a complementary and sustainable mix of dwelling unit types or mix with non-residential uses.

The majority wetland area of the development parcel constrains viable arrangements of uses and structures and limits creative development options on the remaining uplands. Single-family dwellings appear to be a sustainable land use for the site, but no mix of dwelling unit types is documented in the submitted plans. No non-residential uses other than accessory to the dwellings are proposed within the subdivision.

Recommendation: That the PUD document the characteristics of dwelling units to which the PUD can commit, including floor area, stories, provision of garage or other parking outside of rights-of-way, and any diversity of housing styles and materials.

(2) Natural amenities. Clustering, setbacks, easements and other methods are utilized to preserve to the greatest extent practicable the natural amenities and characteristics of the land, including open space, topography, natural vegetation, groundwater recharge, waterways, and scenic views. Deficiencies in natural amenities are supplemented through landscaping and other enhancements.

Small upland lots, narrower rights-of-way, and reduced building setbacks are among the methods used to maintain viable density while preserving natural amenities. However, there is no documentation that at least 90 percent of the site wetlands will remain undisturbed and maintained under a conservation easement or other method as LDC clustering provisions would require. The entire wetland area is proposed to be subdivided among one common parcel and 22 residential lots that front the shoreline of Bayou Garcon. Extending lot lines through the required wetland buffer and through the wetlands to the shoreline increases the potential for adverse impacts to the wetlands and the difficulty in identifying and appropriately mitigating such impacts.

Recommendation: That the PUD cluster the proposed development on the upland area of the site such that at least 90 percent of wetland and wetland buffer area is excluded from residential lots, a conservation easement is executed, and the conservation area is dedicated to the home owners association to comply with the minimum clustering provisions of the LDC (DSM Sec. 1-2). The complete exclusion of wetlands from individual lots and minimized buffer impacts is preferred.

(3) Desirable environment. A more desirable environment in which to live or work is created than would be possible through the strict application of the minimum requirements of the LDC. Common open space area is within reasonable walking distance of all dwelling units in the development.

In addition to the community boardwalk to the Bayou Garcon shoreline and a pier with covered deck beyond, the development plan includes outdoor lighting and a one-acre central private park to serve the subdivision with neighborhood oriented amenities not required by the LDC. The plan indicates that those structures within common areas will be in place prior to final plat approval, which would precede all dwelling unit construction except as model homes may be permitted. Sidewalks will be provided throughout the development and along the Innerarity Point Road frontage.

<u>Recommendation:</u> The PUD development plan would benefit from more specific documentation of the proposed amenities to the minimum extent that their installation is intended. Without such documentation the compliance of an implementing subdivision construction plan cannot be confirmed. Given that a community swimming pool and bathrooms, a perimeter park fence and landscaping, lighting throughout the development, and other improvements are proposed as part of the more desirable environment required of a PUD, their minimum specifications (e.g., dimensions, quantities, materials) should be included in the plan.

As a component of site development, the applicant has proposed and initiated a wetland restoration project through the reduction of woody vegetation that benefits both wetland functions and aesthetic benefits. Common ownership of the wetland area will allow for continued maintenance of the wetland in a restored state.

(4) Mobility. Internal circulation systems promote both pedestrian and vehicular mobility, especially between residential areas and local public open space, schools, retail sales and services, and employment. Sidewalks are located on at least one side of every street to support safe pedestrian mobility within the development and appropriate access to surrounding uses.

Safe and effective pedestrian and vehicular mobility within the subdivision is promoted through compact upland development, looped streets, central park placement, and a network of sidewalks that includes the park perimeter and Innerarity Point Road frontage. The three connections of subdivision streets with public streets support vehicular mobility for both residents and public service vehicles.

(5) Efficient land use. An efficient use of land results in smaller networks of streets and utilities. If street rights-of-way are proposed to be less than standard width, easements will provide adequate space to install and maintain utilities.

The interconnection of subdivision streets, small lots, and the limitation of improvements largely to the minority area uplands all support an efficient use of land that results in smaller networks of streets and utilities. Easements will supplement proposed less-than-standard width rights-of-way to accommodate underground utilities.

(6) Compatibility. The development is compatible with surrounding areas and provides stable conditions and character to maintain long-term compatibility.

The proposed density of single-family detached dwellings is compatible with the predominantly medium density single-family development of the surrounding areas, and the constructed improvements of a residential subdivision will provide the stable conditions and character to maintain that compatibility long term.

Other considerations: In the review and analysis of the proposed development the Planning Board may include conditions relative to the six LDC criteria for PUD approval to insure the intent of the process is achieved.

IN AND FOR ESCAMBIA COUNTY, FLORIDA
ESCAMBIA COUNTY PLANNING BOARD

Excerpt of proceedings held before the Escambia County Planning Board Regular Meeting, on Monday, January 5, 2016, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 9:38 a.m., to wit:

Review of Redfish Harbor,
A Planned Unit Development

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
TIM TATE, VICE CHAIRMAN
BOBBY CORDES
RODGER LOWERY
TIMOTHY PYLE
REID RUSHING (NOT PRESENT)
ALVIN WINGATE
PATTY HIGHTOWER, SCHOOL BOARD MEMBER
STEPHANIE ORAM, NAVY REPRESENTATIVE

KERRA SMITH, ASSISTANT COUNTY ATTORNEY

PLANNING AND ZONING:

HORACE JONES, DIVISION MANAGER
ANDREW HOLMER, SENIOR PLANNER
KEVIN VICKERY, URBAN PLANNER
ALLYSON CAIN, URBAN PLANNER
JOHN FISHER, URBAN PLANNER
KAREN E. STUBBS, SENIOR OFFICE SUPPORT ASSISTANT

GENERAL PUBLIC

I N D E X

	Page
Opening Remarks by Chairman Briske	3
Exhibit A	5
Item 4.A, Presentation by Thomas Hammond	16
Applicant Exhibit A	23
Applicant Exhibit B	24
Presentation by Griffin Vickery	27
Horace Jones	60
Motion by Mr. Tate	72
Certificate of Reporter	75

* * *

PROCEEDINGS

MR. BRISKE: I will now call to order the Regular Planning Board meeting for January 5th, 2016. We do have all but one of our Board members, so we do have a quorum.

On this meeting, do we have proof of publication?

MS. STUBBS: Yes, sir.

MR. BRISKE: Does that publication meet all the legal requirements?

MS. STUBBS: Yes, sir.

MR. BRISKE: The Chair will entertain waiving reading the legal on the Regular Planning Board.

MR. PYLE: So moved.

MR. LOWERY: 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.

(Motion passed unanimously.)

MR. BRISKE: Okay. The Planning Board meeting minutes from the prior meeting have previously been

provided. Are there any additions, deletions or corrections to those meeting minutes from the Regular Planning Board meeting? Hearing none, do we have a motion to accept?

MR. LOWERY: So moved.

MR. WINGATE: Second.

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

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: All right. The motion carries.

(Motion passed unanimously.)

MR. BRISKE: The Planning Board package with the Findings-of-Fact has previously been provided to the Board members. We will now entertain a motion to accept the Staff's findings for the Regular Planning Board hearing package and the legal advertisement into evidence. Do we have a motion for that?

MR. LOWERY: So moved.

MR. BRISKE: Motion. Do we have a second?

MR. CORDES: Second.

MR. BRISKE: Second. All those in favor please, say aye.

(Board members vote.)
(Motion passed unanimously.)
MR. BRISKE: Is that what we needed to get on the record for the beginning of the meeting? You also said some of the script from the quasi-judicial process?
MS. SMITH: I think that's a portion of it. We did need to accept the package into evidence. We also need to -- I think it would be okay if you sort of did a summary of the quasi-judicial hearing procedure as it being like a court proceeding, but less formal, still having the opportunity to -- they must testify under oath and anybody who gives testimony is subject to cross-examination and that the Planning Board's duty is to make a recommendation to the Board of County Commissioners regarding accepting the PUD.
MR. BRISKE: At this time the Planning Board package and the Findings-of-Fact, as well as the legal advertisement, we have accepted by motion and second and an unanimous vote, will be marked and included in the record as Exhibit A for the Planning Board for the hearings to be held.
(Exhibit A, was identified and admitted.)
MR. BRISKE: Because the nature of this request

is typically quasi-judicial in nature, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on this hearing. This hearing is quasi-judicial in nature; however, it is less formal. We will take testimony on this PUD, planned unit development, under oath and anyone testifying may be subject to cross-examination.
All exhibits and documents that the Planning Board considers will be entered into evidence and made part of the record.
Opinion testimony will be limited to experts and closing arguments limited to the evidence in the record.
Before making a decision on this hearing, the Planning Board will consider the relevant testimony, exhibits entered and the applicable laws.
The Planning Board will then make a recommendation on this hearing to the Board of County Commissioners who will review the testimony, documents and exhibits, consider the closing arguments and make a final decision.
All decisions by the BCC are final. Anyone who wishes to seek judiciary review of that decision must to do so in a court of competent jurisdiction

within 30 days of the date that the Board of County Commissioners either approves or rejects the recommended order of the Planning Board.
All written or oral communication outside of this hearing with members of the Planning Board regarding matters today is considered ex parte communication. Ex parte communication is presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution 96-13. We will ask the Board members to identify themselves if they've had any ex parte communications.
At this time we'll start with Ms. Oram on the case of the planned unit development for Redfish Harbor. Has there been any ex parte communication, site visits or relations to any of the parties?
MS. ORAM: No, to all.
MR. HIGHTOWER: No to all.
MR. PYLE: No ex parte communication. I'm very familiar with the area and have been there recently, and no.
MR. LOWERY: No to all.
MR. BRISKE: The Chairman. No to all.
MR. TATE: No to all.
MR. CORDES: No to all.
MR. WINGATE: No to all.

MR. BRISKE: At this time the Chair will entertain a motion from the Board to move Public Hearing 4.B to the top of the agenda so that we can address the planned unit development.
MR. TATE: Mr. Chairman, before we make that motion, there's been a lot of commotion about what's in front of us and I want to make sure we're actually dealing with the proper set of information and facts. If it's some scrivener's errors or issues, then we're fine, but if not, we've got to get this straightened out before it comes to us as a PUD because of the Findings-of-Fact and the record that it becomes.
(Staff conferring.)
MR. TATE: Can somebody come to the microphone to discuss where this is at, because we are on the record right now?
MR. HOLMER: Mr. Chairman, Andrew Holmer, Development Services. There are several different projects that have been on this site through the years. Apparently the wrong DRC project file was put in. It's got the old zoning districts on it. This particular version of it that's coming to us now, this version did come through DRC very recently. It garnered all its comments related to

the PUD. That's the file we're going to need to pull and drop in, which Mr. Fisher is looking for right now.

MR. TATE: So what we have in front of us is a --

MR. HOLMER: It's from a previous attempt on the site. The name has gone back and forth several times.

MR. TATE: I guess what I'm asking is is there a whole different set of Findings-of-Fact that we're going to have to become familiar with that are different than what we had in our package?

MR. HOLMER: We're changing the exhibit, not the Findings-of-Fact. The findings stay the same. It's just the exhibit. The exhibit contains an older DRC file, not the newer one and that's what we're going to be amending right now.

MR. TATE: Mr. Chair, I would recommend that we not move this forward until the proper information is available for us to proceed and just continue with our regular meeting or take a long break.

MR. PYLE: Second.

MR. BRISKE: We have a motion and a second to -- are you saying defer this to next month's meeting?

MR. TATE: No, I'm not saying defer it. I'm just saying get what we need to handle this properly.

MR. BRISKE: Okay. So Mr. Holmer, when you say the exhibits, are you talking about just the drawings here and everything is the only thing that's different?

MR. HOLMER: We're going to ignore what's on the screen right here and I'm going to pull this up. I'm going to the -- what is published online is the right one. Let me go ahead and open up the online.

MS. CAIN: I think it's just the presentation that we were putting on the screen that is incorrect, but the packet is correct.

MR. HOLMER: We need the online packet is what we need.

MS. STUBBS: It's on the flash drive.

MS. CAIN: The online is correct.

MR. HOLMER: Let me go ahead and pull the online.

MR. BRISKE: Let's go ahead and take about a ten minute break here and let's get this sorted out. So we'll come back to order -- let's see. It is 9:48. Let's just come back at ten o'clock. That will give us 12 minutes. Ten o'clock.

(Break taken, after which the proceedings continued.)

MR. BRISKE: All right, folks. I'm going to hereby call back to order the Regular Planning Board meeting for January 5th, 2016. We are on Public Hearing 4.B. And before we go into the Staff's presentation, which I understand we now have clarified what the documents are, Mr. Tate has asked to have the floor for a moment.

MR. TATE: It's been, I could be wrong about this, but at least eight years since we've had a PUD in the Planning Board. We've not talked about it since then. We've not dealt with or had to deal with it. The interesting part of this is is the Applicant is going to come in front of us and he's got a proposal for a project and he has to do some things that are outside the norm and they're stated right here.

The PUD process proposes front and rear yards less than the zoning district minimums and right-of-way widths less than the County standards. Those are the two things that he's asking of us in this meeting here. Our job is to look and make sure that that process or the rest of the project is unique enough for Escambia County that we would

grant him those changes.

If you've read through the package you've seen a hundred comments from the Development Review Committee. That has nothing to do what we're here today. We have a concept that's coming in front of us and we're supposed to decide whether or not these variances, as it were, are worth this concept going forward.

So I don't know where the presentation is going, but I just want to make sure we all understand that it's a simple process for us with a concept, not something that's built, not something that, you know, that they've already broken ground. They may have. They may be doing some earth movement, that type of thing.

But this is it right here. The background is what we're being asked to look at and see if it's worth whether or not this PUD, planned unit development, is unique enough and they've done enough things to allow us, the County, when I say us, not the Planning Board, but the County, to give them, as it were, variances to a couple specific issues within their zoning district.

There's a lot of information in there. I think there was too much information in the package for

what we're asked to do and I just want to make sure we stay on track with handling this as we've handled PUD's in the past. That's all I have to say.

MR. BRISKE: Okay. That is important because I think Mr. Wingate and Mr. Tate and myself are the only ones that have been on here the last time we did one of these, so we've got to bring everybody up to speed with that.

Drew, do you want to give us an update?

10:07AM MR. HOLMER: Yes, sir. Andrew Holmer, Development Services. I thank you for the clarification, Mr. Tate. That is correct.

For the public a Planned Unit Development is unique. Normally when we have projects come in, they come in and say here's how we meet the code and we move forward through development review.

When projects have come before this Board as a rezoning, they're not site plan specific, meaning once the zoning is changed, whatever is allowed under that zoning will then be allowed.

A PUD is a unique creature in that this is more of a give and take. They're coming in with a site plan and saying, listen, here's what we want to do. For specific reasons we may not meet all the requirements of the code. We need a list of things,

variances. We'll call them variances. Unlike a Board of Adjustment variance this isn't one individual thing. They're saying we want this area project wide list of variances and in return here's what we're going to be doing for the County. It is a give and take.

So that brings us to this Redfish Harbor PUD. It has been through the very first steps of development review as a preliminary plat. At this point you have the comments, as Mr. Tate said, and we're at the give and take stage, which this Board will make recommendations on the give and take to go to the BCC.

The package that was published online is the correct one. We're having some sort of software issue with the staff table computer. We've got this one going. What is on your screen is a preliminary plat that was submitted to the DRC. This is the PUD plat. You've got the correct parcels, correct zoning, correct FLU. This is the proposed plan that they're bringing in that the staff reviewed and Mr. Vickery addressed. This contains all those rules they want to somewhat vary and what they're proposing in return.

10:09AM MS. SMITH: Mr. Holmer, was this package what

was advertised?

MR. HOLMER: This is what was advertised. This is what was published online.

MS. SMITH: And this is what the Planning Board received earlier?

10:09AM

MR. HOLMER: Yes, ma'am.

MS. SMITH: So when the Planning Board moved to accept the package into the record, is this the package that they accepted?

10:10AM MR. HOLMER: Yes, ma'am.

MS. SMITH: Thank you.

MR. BRISKE: Thank you for the clarification.

MR. HOLMER: Just a little extra background. This is a very confusing site. There have been multiple projects proposed on this site. Redfish Harbor, the name has been used. This is the second time this name has been used on this site. There was also previously an attempt to do a PUD that was under the name Shelter Cove. Shelter Cove was also used for a different project in a different part of the county. Quite a lot has been going on here. Nothing has ever been built. At this point, though, this project is Redfish Harbor and it is a planned unit development.

10:10AM I'll turn it over to you, Mr. Chairman, and let

you or the Applicant or Mr. Vickery to proceed from here.

MR. BRISKE: We'll go ahead and hear from the Applicant. At this time, Mr. Hammond, if you will

10:10AM come forward. Good morning, again, sir.

MR HAMMOND: Good morning.

MS. SMITH: Just for the record, Mr. Hammond, were you sworn previously?

MR. HAMMOND: Yes, ma'am. It was a different

10:11AM meeting, though.

MR. PYLE: It was a quasi-judicial meeting.

MS. SMITH: He was placed under oath earlier today and remains under oath.

MR. BRISKE: Let the record reflect that you're

10:11AM still under oath, sir.

(Thomas Hammond, previously sworn.)

MR. HAMMOND: I'd like the record to reflect that I'm also expert in the testimony, whatever we've got to do to do that.

10:11AM MR. BRISKE: Board members, we've previously qualified Mr. Hammond as an expert witness in the area of engineering, I believe land use and planning, as well.

MR. TATE: I think the best evidence is the

10:11AM fact that the County through the process of the Land

Development Code utilized the services of Mr. Hammond to further that process most recently as the most recent thing I can think of a county-wide perspective where the County recognized and used his expertise.

MS. SMITH: Just for the record, though, Mr. Hammond, would you give for the record some facts that would support your expertise in those fields?

10:12AM MR. HAMMOND: Yes, ma'am. My name is Tom Hammond. I'm a professional engineer registered in the state of Florida and the state of Alabama. I've been in business since 2001. I've taken several hundred projects through DRC in Escambia County. I was probably the one that presented the last PUD here. The County hired me to write the Design Standards Manual. That's just a couple of things.

MR. BRISKE: The Chair will entertain a motion to accept Mr. Hammond as an expert witness in this hearing.

MR. PYLE: So moved.

MR. LOWERY: Second.

MR. BRISKE: Mr. Pyle and Mr. Lowery. All right. All those in favor, say aye.

10:12AM (Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

10:12AM MR. BRISKE: Go ahead, sir.

MR. HAMMOND: All right. Redfish Harbor, 29 point something acres. It was 30 something point acres, but the water line moved, the mean high water line when I permitted this project as Shelter Cove, a 244 unit condominium project, in '04. It was permitted by all agencies.

10:13AM We are proposing 92 single-family residential detached lots on the property. We're asking for three variances. We're asking for a 40-foot right-of-way where a 50 foot is what's standard in the Design Standards Manual. However, we're also going to put a ten-foot utility easement on either side, so we will have a 60-foot interlope for our roadway, sidewalks and underground utilities.

10:13AM We're asking for a five-foot reduction in the front setback line, and a five-foot reduction in the rear setback line. The standard front setback line is 20 foot. We're asking for 15. The standard rear setback line for the current zoning is 15. We're

10:14AM asking for ten.

The proposed amenities that we're offering in exchange include a private park with a swimming pool, ball court, picnic areas and a playground, sidewalks throughout the development, street

10:14AM lighting throughout the development, and a community pier at Bayou Garcon covered at the end.

None of these requested variances increase impacts to public infrastructure, traffic, solid waste disposal, potable water demands, sanitary

10:14AM sewer conveyance or treatment of sanitary sewer beyond what is allowed under the current zoning. None of the requested variances increase impacts to adjoining properties, water bodies under what would be allowed under the current zoning.

10:14AM I did a little comparable analysis of what we're proposing and what could be built today on the property without coming to this Board and without going to the BBC: 29.5 acres times 18 units per acre in HDR is 533 units that could be built on this

10:15AM property that y'all wouldn't have to review. Based on the current zoning you could build 120-foot high towers on this property, multifamily.

As an example of how this project compares to what could be built there I'll just compare what would happen if Shelter Cove had been built there

with the 244 units. Using the Shelter Cove numbers in comparison to -- the 244 units in comparison to the 96 units we're proposing, our project will produce 62 percent less trips than if this project

10:16AM was built as Shelter Cove. That's 62 percent less sanitary sewer collection that's got to get pumped to the treatment plant and treated. That's 62 percent less traffic generated by this project. That's 62 percent less solid waste getting taken and

10:16AM put in the landfill.

Considering what could be built without having to go through this process and a review by the Planning Board and the BOCC, this project is positive for the Innerarity Point area and also for

10:16AM Escambia County.

I did a further analysis on comparing this project with surrounding development. I gave Staff a couple of exhibits. I would like them to be entered into the record, please, sir. I'll explain

10:16AM what they are.

MR. BRISKE: Are these part of the record already?

MR. HOLMER: No, sir. These are two items Mr. Hammond would like to have admitted as evidence.

10:17AM Staff has no objection to it, but, of course, the

Board has to --

MR. BRISKE: I'll take them one at a time so let's bring up the first exhibit to be entered.

MR. HAMMOND: Exhibit A is an overall aerial view, the current latest GIS overall view of the parcels from the Escambia County website showing roofs and also showing the undeveloped property of Redfish Harbor.

MR. BRISKE: Where did this document come from, Mr. Hammond?

MR. HAMMOND: I printed it off of the Escambia County GIS site yesterday.

MR. BRISKE: And you personally printed it off of there and is it a true and accurate copy of what you printed off of that site?

MR. HAMMOND: Absolutely, yes, sir.

MR. BRISKE: Is there anything else we need to do to qualify this since it's being entered?

MS. SMITH: No, that's fine. I'm just going to take issue with it being labeled Exhibit A because I think the package was accepted as Exhibit A.

MR. BRISKE: That's correct.

MS. SMITH: So if you could take it as Exhibit B or some other way.

MR. BRISKE: We'll make this an Applicant

Exhibit, and we'll call it B, just so there's no confusion, Applicant Exhibit B.

MR. HOLMER: I'm sorry. Mr. Hammond submitted two documents, Exhibit A and Exhibit B. Can we call A, Applicant's Exhibit 1.

MR. PYLE: Or one and two.

MR. BRISKE: We have the Board -- the package is accepted as Composite Exhibit A. So we'll need to make this Applicant Exhibit A. Would that work?

MS. SMITH: That would be fine.

MR. BRISKE: Board members, are there anymore questions about this exhibit? If there are none, then the Chair will entertain a motion to accept it into evidence.

MR. TATE: Move to accept.

MR. LOWERY: Second.

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

(Board Members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: This will be Applicant Exhibit A, please, for the record.

(Applicant Exhibit A was identified and admitted.)

MR. HAMMOND: I would also like to enter Applicant Exhibit B, please.

MR. BRISKE: Could you give us an explanation of this one, as well?

MR. HAMMOND: Yes, sir. I went to the ECUA yesterday and I had them print for me the sewer infrastructure for this area, pretty much the same area as what Exhibit A was. That is an ECUA sewer infrastructure map dated from yesterday in their system.

MR. BRISKE: And the highlighted drawings and handwritten information on there, was that something that you added?

MR. HAMMOND: Yes, sir. I wrote Redfish Harbor, 92 single-family residential lots, showing you where that parcel is and then I wrote one through 19 on actual lots that have houses on them. You can further see where the houses are on the other exhibit by seeing the roofs, but I just counted the houses that were right around us. The blue represents water, and the green represents development out there that has sewer.

MR. BRISKE: Okay. These were added by you and

to the best of your knowledge is this an accurate representation of what is actually on the ground?

MR. HAMMOND: Absolutely.

MR. CORDES: For clarification, so the lots, one through 19, are on septic tank?

MR. HAMMOND: Every lot on there is on septic tanks except the ones in green.

MR. CORDES: Okay.

MR. BRISKE: Okay. Any further questions by the Board? Okay. The Chair will entertain a motion to accept Applicant Exhibit B.

MR. LOWERY: So moved.

MR. BRISKE: Do we have a second?

MR. WINGATE: Second.

MR. BRISKE: Mr. Wingate seconded. All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: This will be labeled Applicant Exhibit B.

(Applicant Exhibit B, was identified and admitted.)

MR. BRISKE: Go ahead.
MR. HAMMOND: If you will go back to Exhibit A, please, sir.
MR. BRISKE: We are now on Applicant Exhibit A.
10:21AM MR. HAMMOND: If you would look directly south of Redfish Harbor you will see a big roof right there. That is Innerarity Point Baptist Church. And if you will look to the east, you will see a couple big roofs. Those are not single-family residential houses. Every other house on that picture, every other roof on that picture, is a single-family residential house.
Now, if you will go back to Exhibit B, please, sir. Every one of them houses is on a septic tank. Redfish Harbor we propose will be on sewer. So when you compare my project against what's out there right now or worry about pollution with septic tanks on the waterfront, my project is not going to be a problem.
10:22AM Go back to Exhibit A, please.
Every one of the single-family residentials when raindrop falls today, when raindrop falls on it and flows off, it flows off into the water body. Every drop is untreated. This project that we're 10:22AM proposing, these 92 lots, will provide one inch of

treatment for every rainfall event that falls on it in accordance with the Water Management District standards.
Can you go back to Exhibit A?
10:22AM MR. HOLMER: This is Exhibit A.
MR. HAMMOND: You're still there. I'm sorry. I'm trying to read my outline and getting a little out of place.
One more comparison with the surrounding 10:23AM development. Other than on Innerarity Point, when a kid or somebody walks their dog that lives in one of these single-family residences they walk in the street. When they walk in my project, they will be walking on sidewalk. So when you compare this 10:23AM project with the surrounding development, I believe this is the kind of development Escambia County wants.
My next deal is kind of a rebuttal to the Staff's findings, so at this point, if I'll be 10:23AM allowed to rebut, I would like to let Staff go ahead and make their presentation.
MR. BRISKE: That's fine. We'll give you a chance to come back.
Staff presentation. Griff, were you -- I was 10:23AM going to say, let's get him sworn in.

(Griffin Vickery sworn.)
MR. BRISKE: Please state your name and position.
MR. VICKERY: Good morning. Griffin Vickery, 10:24AM Planner with Escambia County Development Services.
I appreciated the beginning remarks relating to the PUD process because we've been absent from it for many years.
MR. BRISKE: Hold on just one moment, please. 10:24AM Were you in the room when we qualified staff members as expert witnesses in the area of land use and planning?
MR. VICKERY: No, I was not.
MR. BRISKE: Since we're on the record, I think 10:24AM it would be important for the Board to accept -- we've previously accepted Mr. Griffin Vickery as an expert in this area and I want to make sure his testimony is reflected, so the Chair will entertain a motion for that.
10:24AM MR. TATE: So moved.
MR. LOWERY: Second.
MR. BRISKE: Any further discussion or questions? All those in favor, say aye.
(Board members vote.)
10:24AM MR. BRISKE: Opposed?

(None.)
MR. BRISKE: Let the record reflect that Mr. Griffin Vickery is an expert in the area of land use and planning for the Escambia County Staff.
(Motion passed unanimously.)
MR. BRISKE: Go ahead, sir.
MR. VICKERY: Thank you, Board. So I want to bring us back to this concept of the Planned Unit Development. You may remember about a year ago, 10:25AM some of you weren't here, but when the Board was reviewing the proposed code provisions for PUD's it was noted at that time that at least some of the Board members felt maybe they had not required of developers what they should require in the PUD 10:25AM process, so some of the provisions of the code were intensified and that's what we have today to work with. And I wanted to go back to some words from the code to reinform everyone what we're looking at.
So in the Land Development Code Section 2-6.8 10:25AM in the general statement we learned that the Planned Unit Development is an optional and a supplemental process, so the Applicant is coming to you as their choice. And it's supplemental in that it's over and above the regular plan review that occurs. Whatever 10:26AM plan is ultimately approved by the Board of County

Commissioners, based on your recommendation today, that plan will still be followed with an infrastructure construction plan and once the construction is done with a final plat. So the process, again, is optional and supplemental to other processes in the code.

The intent of the PUD, as the code states, is to obtain benefits not anticipated by the strict application of zoning district regulations and subdivision standards and not available by other variance processes. For the private gain of greater design flexibility developers are required to provide greater public benefits through permanently preserved common open space, infrastructure improvements, accomodation of environmental and aesthetic features and other permanent site improvements and amenities benefiting public health, safety and welfare.

So that sets the stage. That's the basis of your decision making today. The code goes on to establish specific criteria for the PUD approval and you've received that in the Staff analysis and if at the end of this process you wish to adopt those as the findings of the Board, that would be fine and you can alter them in any way you see fit.

But I want to go through the criteria as they're laid out in the code, and I won't read them verbatim as they were provided to you, but I wanted to make a couple of comments about several of them.

So the Applicant then has the burden of presenting competent substantial evidence to you, the Board, that establishes each of the following. The first is creative planning. And the property as it exists, because of the large area of wetlands -- and I don't know if that was stated. I think Tom said we're roughly dealing with about 30 acres. A little more than half of that is wetlands. So the uplands area that they have to work with is fairly limited, so that in turn limits the creativity, if you will.

So as described they're proposing, I think it was, 92 single-family dwellings. They do appear to be a sustainable land use for the site. However, there is no mix of dwelling unit types. And one thing that Staff has recommended and that I would ask you to support is that the PUD better document the characteristics of the dwelling units to which the PUD, the development, actually will commit, and will include some floor area, the number of stories, provision of parking outside the right-of-way and

any kind of diversity of housing styles that's there.

The second criterion deals with natural amenities and it states that clustering, setbacks, easements and other methods are utilized to preserve to the greatest extent practical the natural amenities and characteristics of the land, including open space, topography, natural vegetation, ground water recharge, waterways and scenic views.

There is no documentation in the proposal regarding specific preservation of the wetlands through a conservation easement or other method that the LDC would accept as clustering the development. In fact, the lots that will have frontage on I believe it's Bayou Garcon, they extend completely through the wetland buffer and through the wetlands to reach the water. Clearly to have waterfront lots you need to have the lot there. But this division of the wetland area, I believe it's 22 individual lots and then another common parcel that would be available to everyone in the subdivision, it's much more problematic than to assure the continuation of the wetlands. So the Staff has a recommendation that the PUD cluster the proposed development on the upland area of the site.

The third criterion is a desirable environment. It states that a more desirable environment in which to work or live is created than would be possible through the strict application of the minimum requirements of the Land Development Code.

The recommendation here from the Staff is that the PUD plan would benefit from more specific documentation of the particular amenities that are being proposed. Tom did summarize that for you referring to lighting throughout and sidewalks and things. And some of those amenities are described in some detailed drawings.

And here I would perhaps amend what Mr. Tate said about this being conceptual. It really at this point needs to be pinned down because the preliminary plat is approved and it really is truly more than a preliminary plat as the set of drawings appeared on the screen. The preliminary plat is one page out of that the set. There's other details and other documentation beyond what a simple preliminary plat would be required to show.

So as a PUD we need to include documentation of the amenities. And it's fine to list them, but if I'm a reviewer later when the infrastructure construction plans come to the County and I have

this approved plan, how am I going to know the appropriate material is there, the appropriate quantity, the appropriate dimensions for sidewalks, lighting, swimming pools, these other amenities that have been promised. And I have no reason to think that they won't be forthcoming in the construction plans. It's just there's nothing to determine that what ends up on the construction plans was what was approved at this point. So we're requesting that before the plans go forward to the BCC they go back and address the remaining comments by the Development Review Committee and quantify some of these things that are promised or projected by the preliminary plat.

The fourth criterion, mobility, says that the internal circulation systems promote both pedestrian and vehicular mobility especially between residential areas and local public open space, schools, retail sales and services, and employment.

So as already mentioned, there will be sidewalks within the development, which are not otherwise required by the code. There are three access points by the streets that are proposed, so I think there's no further recommendation regarding these issues.

Criterion (5), efficient use of land and efficient use of land results in a smaller network of streets and utilities. And here, as required, if the street rights-of-way are proposed to be less than standard width, easements will be provided to assure adequate space for the installation and the maintenance of utilities.

The site, as I've already said, the upland area is fairly limited where development will for the most part occur and I think what's been proposed is about what could be expected on that limited area.

The last criterion, compatibility. The development is compatible with surrounding areas and provides stable conditions and character to maintain long term compatibility.

I would agree with Tom's characterization of the development that's around this site is detached single-family and so these proposed uses seem perfectly at home and compatible with what's around it.

I would say, you know, in general back to the purpose of a PUD, I would hope we wouldn't look at it simply as, well, it could be worse if: We could build more units, we could do this, we could do that under the code, but how is it actually better? How

has the developer moved to make it better than it otherwise would be simply following the strict application of the code? Those are the issues that are there for you to look at today.

MR. BRISKE: Okay. Drew, would you scroll back up just a little? I want to look at the wording before the criteria here. Now, just go back up to the top there where it says criteria for PUD approval. Okay.

Any questions of Mr. Vickery at this time?

MR. PYLE: Mr. Vickery, would you assume that the developer is requesting a PUD for the sole sake of the fact that the wetlands have pushed the project forward and the only way it can be economically viable would be to go through the PUD process?

MR. VICKERY: I don't really have any way of measuring economic viability. We otherwise have no process to grant -- and, again, we're using variance in kind of a light term here, but we don't have a way to grant a project-wide variance over all these 92 lots. The process that we do have is an individual lot owner comes and says, I ended up with a lot that is constrained. These are not hardship kinds of considerations. This is, again, really the

developer feels constrained by the code.

MR. PYLE: For the benefit of the rest of the Board I would ask, one of the things you mentioned you said waterfront. Would you describe the properties on the back side as waterfront? I just think your statement may be a little misleading.

MR. VICKERY: In a technical sense because the lot lines go to the shoreline, but you have extended real estate.

MR. PYLE: So it's not a body of water is my point.

MR. VICKERY: Well, the lot lines go to the shoreline.

MR. PYLE: Okay.

MR. VICKERY: And that last -- that north row of lots, my recollection is that you've got a small portion on uplands and there's a wetlands buffer and then the majority of each of those individual lots is wetlands.

MR. CORDES: Mr. Chairman, I've got a question on the definition of public good. When the word public is used is it concerning all land owners in the area or just this development if it's something for the better of public good?

MR. VICKERY: It could be the residents of the

development and it could be the greater. It kind of depends on the scale of the PUD. Because some PUD's, I mean, they could, as desired, include mixed uses. So in an appropriate setting you may have both residential uses and some nonresidential uses and the nonresidential uses could benefit those outside of the development. Here I would say the benefit is generally limited to the residents.

Now, there is a small component of sidewalk along Innerarity Point Road, so anyone otherwise walking along Innerarity Point Road would benefit from that segment of several hundred feet.

MR. CORDES: In the sense that landowners can walk on those sidewalks, these will be a public sidewalk at that point?

MR. VICKERY: As I understand it, the streets of the subdivision will be private and the stormwater ponds will be private. All of that will be privately maintained and there will be sidewalks there for the benefit of those residences. But also what is proposed is a sidewalk within the right-of-way of Innerarity Point Road. And Tom can correct me if I'm wrong on that, but that's what I remember from the plan. So all I was saying is that the public in general would benefit from that

element of sidewalk that's available.

MR. BRISKE: This may be a broad generalization of your comments, but overall I think the one thing that stuck out was that you recommended clustering of the units as opposed to the current layout. All the rest of the things were more or less kind of just documenting more of the benefits; is that correct?

MR. VICKERY: That's probably a fair summation of kind of the two points.

MR. BRISKE: So, I mean, just showing what the additional strengths are so we have good documentation in the file, but the issue of the clustering versus the wetlands is one that's important.

MR. VICKERY: Right. And some of those statements regarding that issue came from other staff. I don't know if they're here, but those were from the Natural Resources staff regarding the difficulty in trying to maintain a wetland once you divide it up among multiple owners. It just is more problematic.

MR. BRISKE: So let's not use this project. Let's just say in general if there's a lot that is like this where it's broken in half, let's say, by

the wetlands crossing it, what is the standard that the County applies in that? Obviously we have to only build in the upland areas. We have some buffering requirements and so on like that. Are there any other standards that the Board should be aware of for those?

MR. VICKERY: It's not really my area of review, but my recollection, particularly in the discussions about these provisions when the code was being revised, is it was clear that the County would not prohibit the platting of portions of lots within wetlands.

It was also clear that the desire would be to not plat. And given that this is a process where we're looking to see something better than the minimum, the argument here is not that the County or that through this process the County is otherwise allowing the platting of lots in wetlands. It's whether because we already do, to continue to do that is appropriate in this case given that it is a planned unit development.

MR. BRISKE: Okay. Board members, any other questions?

MR. PYLE: You also mentioned that you had a preference to see the unit variation; is that

correct?

MR. VICKERY: Right.

MR. TATE: That's been normal in other PUD's, to have some idea of the construction type construction, a look, a concept.

MR. VICKERY: Again, it was under the creative planning criterion and it said the uses and structures are arranged in a manner that demonstrates creative concepts of land use planning throughout the development area and residential uses include a complementary and sustained mix of dwelling unit types or mix with nonresidential uses. There are no nonresidential uses in this development other than these accessories to the residences, the park and the pier or dock.

And although I think the true intent of this provision mix of dwelling unit types may be more single-family with multifamily or duplex or town home versus, you know, attached and detached. At the minimum I would hope it would be a mix of some styles and some material so that you're not driving down the street seeing the same facade.

MR. TATE: Ninety-two homes that look identical with the garage in the exact same place.

MR. VICKERY: I'm not saying that is the intent

of the developer. I'm simply saying there is no information for me to really know and to say, yeah, I think that criteria is met here. So I'm just asking that they provide that.

10:45AM I think they may have spoken to that to some degree in the development review process. There's just nothing in the plan, which is the instrument that you're going to recommend approval for, and as I was trying to state before what that is and should it be approved, that's what is going to be the measure of the implementation later.

MR. BRISKE: Okay. Other questions?

MR. WINGATE: Mr. Briske, I have a question in regards to platting and the wetlands being platted. If it's platted, that means it becomes on the tax roll and it becomes taxable or appears or could be usable provided that you meet the environmental requirements of basically crossing the wetland and getting to the waterway because most people around water like to fish.

What I'm asking if it's all wetlands, not touchable, would it become a riparian area or would it be a buffer that's not touchable and who maintains it if water comes -- if the tide comes up and brings trash in, who maintains it?

MR. VICKERY: I would say the desire here would be -- what the staff analysis states, is that the majority of the wetlands would be under the control of the homeowners association and have a conservation easement on it. Otherwise you have 22 individual homeowners in strips, if you will, of wetlands. It's just more difficult to manage. And I would rather people in the Natural Resources Department speak more particularly to that, if you have questions of that. That's my understanding. Again, I incorporated their comments.

MR. WINGATE: So in your comments you're saying, well, we have one designated area of the wetland that we cross that we use, the other wetlands, leave them along and let them be untouched.

MR. VICKERY: It's at least the majority of them. For the clustering provisions of the code it says 90 percent.

MR. WINGATE: Okay.

MR. BRISKE: Any other questions? All right. If you will just stand by we may have more questions as we go.

Mr. Hammond?

10:48AM MR. HAMMOND: Well, I must say I'm frustrated

with the process. We went to a pre-app. Then we went to DRC and I got approved to come here. And the people I dealt with in DRC didn't write the staff analysis. And the man that wrote the staff analysis wasn't on the DRC. So until I got these findings last week I thought I was green and clean.

We reduced our density and revised our amenities to get planning support. I had more units originally. We reconfigured the roadways and points of access to get Traffic Engineering support. There was only one entrance originally. We removed the proposed shared pier easements along every other waterfront lot to get NESD's approval and get here. We received full DRC approval. I got four pages of comments and I addressed every one of them. I got every reviewer's signature on the disposition sheet and then I got these findings.

So I have issue with --

MR. BRISKE: Mr. Hammond, was this -- you say you have the review of all the departments. Did the Environmental Services Division have comments concerning these wetlands on that review?

MR. HAMMOND: Yes, they did and they didn't like the fact that we're proposing platting the lots. But what we told them was that me and my

scientist stood here in front of this Board and went through this when we rewrote the LDC and the DSM last spring and it came from above that we're not going to prohibit platting a lot in wetlands. That was not going to be prohibited in the code. They tried very hard. They still don't like it obviously. But why do you think this project is a winner for my client when it has a lot bigger density, but we're only getting 92. It's because we're getting 22 waterfront lots.

If you want to know the truth I could design a road off of Japonica, bisect the lots north and south. It's 1,113 feet wide. If you divide that by a 40-foot minimum lot width I could have here, I could have 27 41.22 feet lots that run through the wetlands and run back to Innerarity Point and back up and never come here and they couldn't stop me in DRC from platting in the wetlands. Platting in the wetlands is not one of the amenities we're willing to give up to get this process approved.

MR. BRISKE: What I'm getting at is you said that was already approved through the DRC process and through the Neighborhood and Environmental Services Department, they reviewed and approved.

10:51AM MR. HAMMOND: I couldn't have gotten here

without their approval. So I would like to address their three specific findings.

Creative planning. We disagree with Staff's recommendation there should be more documentation of the dwelling unit characteristics. It they would have wanted them I would have brought them to the DRC process. We're looking at a 36-by-50 foot footprint. That's what we're going to get by reducing the front and rear setback lines. Picture something like Aragon Court, three story buildings, postage stamp type footprint sitting on these, not all looking the same. There's different builders, not just one builder. I shared that information going to DRC. They all have garages. That was part of getting the signature from Traffic. They're going to have garages. They're going to have cars backed out in the right-of-way. I don't know what kind of documentation other than we promised it. I mean, I can sign it in blood. I don't really know what they want.

MR. BRISKE: Hold on just a second. When you say that's been provided, that was all provided in the DRC process. Okay. Let's just call time out there for a second for Staff to answer a question.

And I realize that this is a different process,

but did those findings not carry over into this that they've already been reviewed and approved into this process? Because, I mean, I understand his frustration. It's like now we have a whole new set of standards here to go through even though he's been in the PUD process the entire time.

MR. HOLMER: The DRC preliminary plat process it came through. It was issued comments from all the different reviewers, got sign off from each reviewer as to those comments.

That included the idea of varying the standards to be negotiated through this Board. Not everything that is open for negotiation through this Board was part of the DRC. You know, this is, like you said, this kind of has a foot in two separate worlds, and that's a very black and white process at the DRC.

MR. TATE: The DRC could not allow --

MR. HOLMER: They do not have the authority this Board has.

MR. TATE: -- to allow --

MR. HOLMER: The substantial variation from the rules.

MR. TATE: And that is the front yard setback, the rear yard setback and the narrower public right-of-way.

MR. HOLMER: The setbacks. The narrower, yes, right-of-way.

MR. TATE: Those are the three issues that we are recommending approval to?

MR. HOLMER: You're recommending your recommendation to the Board of County Commissioners.

MR. TATE: Correct.

MR. HOLMER: Think of it sort of like a regular variance in that there is the option of the give and take. You have the Applicant who is requesting an amount --

MR. TATE: I just want to keep us focused on the knowledge of what three things that we're specifically saying this Board is okay with in referring this to the BCC for approval.

MR. HOLMER: Front and rear setbacks and then the width, the right-of-way width. Instead of 50 foot, he's proposing 60. Functionally. Okay. The roadway width won't be as wide.

MR. TATE: Correct.

MR. HOLMER: Correct. It will function the same, but with a smaller width than is allowed by the code.

MR. BRISKE: A follow-up to what Mr. Tate just said because my understanding, and again it's been a

long time since I did a PUD, but those are the items that we're being requested to so-called variance or give approval to, and in return it's kind of a give and take. They have provided these additional things, such as the private park and the swimming pool and all the other amenities that they have provided. It was my understanding that that was the whole concept of the PUD, it was a give and take. We give a little bit on the setbacks and the width and he gives things that would benefit the community there, whether it be, you know, the parks or whatever it may be. That's the give and take of it.

So getting into the approval of the specific platting of the lots and everything I don't think is even in this purview. I mean, is that the way you see it?

MR. TATE: I didn't anticipate that we would be dealing with the issue of where things can be platted based on what the code already allows. I was looking for a housing concept. I mean, you know, what you described I was looking for a description of that so we could get a view, a perspective of you're planning.

MR. HAMMOND: If I had been asked that I would have provided it in the DRC.

MR. TATE: That's why I made my comments at the beginning that, you know, you have to deal with the DRC on a totally different level than dealing with us on this issue. We can't deal with the stormwater issue that came up. We can't deal with those there, that type of thing. So, I mean, I don't have an issue of not having it. I was kind of anticipating that we would see some type of -- so we're assured we don't have 92 identical boxes sitting in this very unique development.

MR. HOLMER: As Mr. Hammond correctly pointed out, you know, that other side of the house, the DRC side of the house, whoever is reviewing for planning is reviewing does this meet code, yes or no, not, hey, this meets code, wouldn't it be great if you made these variations in the housing styles. That's not part of the DRC side of the house. That's where it comes in over here.

MR. TATE: It's not a limit, though. That's not to limit him or say because we don't have it we can't.

MS. SMITH: What you have to look at is similar to a rezoning, is making sure that the PUD approval criteria is met by competent substantial evidence and if Staff is saying that it is not met, then you

will need some substitute findings --

MR. HAMMOND: I'll give you some.

MS. SMITH: -- to address that.

Now, that could be on number one it requires a mix of dwelling unit types or a mix with nonresidential uses, and I think he's mentioned some recreational activity in there with the park and the pool and other things, so that could be a substitute Finding-of-Fact, if that's the way you want to go.

My concern -- Mr. Tate is correct. You are looking at the three variances he's asking for, but in order to give those three variances you're going to have to meet the criteria.

MR. TATE: It has nothing to do with the meeting, but the sun is shining off a vehicle back there. Can we lower those screens? I feel like I'm being interviewed when you're talking to me because I can't see. Thank you.

MR. BRISKE: Okay. Mr. Hammond, since this is your responsibility to provide substantial and competent evidence, I would suggest that you go through these criteria and suggest to us why you may have an alternate finding to what was presented by the Staff and then it would be up to the Board to decide whether they want to accept that as the

competent and substantial evidence.

MR. HAMMOND: Okay. Number one, creative planning. I'm just going to read them. The uses and structures are arranged in a manner that demonstrates creative concepts of land use planning throughout the development area. Residential uses include a complementary and sustainable mix of dwelling unit types or mix with non-residential uses.

From the beginning we have proposed there was not going to be a tract builder come in and buy this and have three different model homes and build all of it out. We shared that in DRC.

MR. BRISKE: Let me just stop right there for one second. Ms. Smith, would it be appropriate for him to maybe amend some of the information that he's provided verbally to the Board as part of his package to say this?

MS. SMITH: He can testify concerning his intentions as he provided that information to the DRC. His testimony could be and is evidence for purposes of determining competent and substantial evidence. It would be up to the Board to determine whether you wanted to accept that testimony in lieu of accepting the Staff's findings.

MR. BRISKE: Okay. So there you go.

MR. HAMMOND: So we're going to put houses in here and they're not all going to be tract homes. They're going to be different builders, sold to different builders, custom homes. These homes are going to have garages, so you won't have people parking in the right-of-way unless they're going to have a party and then what are you going to do. I mean, they're going to have two cars and they're going to be in the driveway and they're not going to be in the right-of-way.

We specifically designed our roadway cross section to meet, even though we're asking for the easement, I mean for the ten foot reduction, we provided an extra ten foot by adding ten foot on either side because we're putting sidewalks on them and we're going to have underground utilities and we want them under there.

And also we're providing the same cross section that was required that this Board vetted and the BCC approved for life safety, the roadway cross section, so that if somebody was parked in the road, a fire truck can still get by. Remember when we went through that conversation? I'm providing that in this plan. I would say those are the items in

finding number one, creative planning, that we're presenting here.

Number two is natural amenities. Staff recommends clustering of the project. First of all, I'm going to rebut what they're saying. Clustering of the project and we remove jurisdictional wetlands and wetland buffer from the 22 proposed waterfront lots.

This place is zoned HDR. Clustering is used for a lower density type zoning. I've done it before. And the way you make up for giving up the wetlands or getting your density is they allow to you build smaller lots to a higher density zoning district. And then you put the wetlands in a -- 90 percent of the wetlands in a conservation easement. We're not against the conservation easement. The wording in the conservation easement might be a little bit tricky, but we're not against a conservation easement.

What we are against and what don't fit is clustering. We've got 46-foot wide lots and we could do 40. Clustering really doesn't fit the way the clustering code was written for this project. Clustering would fit if it was zoned LDR and we were trying to get more density.

MR. TATE: Not clustering doesn't fit, the topography doesn't fit clustering.

MR. HAMMOND: That too. So natural amenities. We're not against putting the thing in a conservation easement. However, as I demonstrated earlier, we could plat these lots in wetlands and have five more waterfront lots and never come here and have to deal with this. And I've already laid out to you how wide the lot is and how I could get there.

MR. BRISKE: Going back to your last statement. And I know we don't want to compare this to what you can already do, so you're saying that by the design of the project you're actually leaving more natural amenities open, I guess less development; is that your testimony?

MR. HAMMOND: Yes, sir. Originally we were going to have a shared dock and it was showed on these plans all the way down every other lot line so that two waterfront lots had to share a dock. We gave that up going through DRC.

We're going to have the buffers. We're not against the buffers. We have buildable lots, waterfront lots, that still has the Water Management District's buffer behind it and then 700 feet of saw

grass and wetlands.

MR. TATE: I think that's what's important to note here is we're not talking about building houses on the water.

MR. HAMMOND: Absolutely not.

MR. TATE: The development occurs outside the wetland and outside the wetland buffer.

MR. HAMMOND: The upland buffer, yeah.

MR. BRISKE: So we're not making any concessions in that area at this level.

MR. HAMMOND: No. And that's how we're preserving the natural amenities, which is Criterion Number (2).

MS. ORAM: Will residents be prohibited from access to or doing a dock or a pier out to the waterfront?

MR. HAMMOND: When the resident goes there, that resident would have to go to the State, go to the County, go whoever. Anything he proposed he would have to go through a permit process at that time.

MR. PYLE: Good luck with that.

MR. HAMMOND: That's correct.

Desirable environment is Criterion (3), if I may move on?

MR. BRISKE: Yes, sir.

MR. HAMMOND: Well, I kind of did a presentation earlier on the existing environment and the environment of this project, so I would have to say that I thought that would probably cover it, but let me go into my direct response here.

Staff recommends more specific documentation of the proposed amenities. We listed them on the plan. Now, this is concept. Y'all said that at the beginning. And I understand that they're saying, no, it should be detailed, but you don't see my stormwater system detailed on here. You don't see my sewer system detailed on here. So a pool system is not detailed on here. I mean, my client has spent twenty grand to get here, paying me, a surveyor and a scientist.

Now, if at DRC they had said it, we would have went, okay, we're going to hire an architect, spend another ten grand and he's going to design a pool and we're going to put some playgrounds on there. What we did is just call out the one point whatever acres it is and say this is where it's going and showed the sidewalk all the way around it. We didn't detail lighting. Nothing is detailed yet. We would have done it. It would have cost my client

more money. I don't really think it's money that should be spent now. Think about this. Do you think my client is going to spend all this money and do this development and build a substandard pool? 11:06AM Do you think you're going to sell lots?

So I think what we're providing, the environment that we're providing in this proposed project, is much better than what could be built on it, what's better than what is around and way above 11:06AM what the minimum required would be to develop this project, and I think that's a desirable environment. I have no problems with (4), (5) and (6) that the Staff presented.

MR. BRISKE: So you're in agreement with their 11:06AM findings on (4), (5) and (6)?

MR. HAMMOND: Yes, sir.

MR. PYLE: You used Aragon as a benchmark, correct? That is the vision of the house. Also, I believe you have a scientist in the audience that 11:07AM had something to do certainly at the planning stages of this. Is there really a barrier here with the wetlands, the discussion about the impact on the wetlands that I'm missing other than platting, the discussion that you had earlier, Griff? I mean, do 11:07AM you have issue -- is there an issue or any question

of the impact on the wetlands?

MR. BRISKE: State your name again for the record.

MR. VICKERY: Griffin Vickery. Would you 11:07AM rephrase your question?

MR. PYLE: You mentioned that the platting of that was a concern, the wetland properties primarily. This is your understanding. Do you believe that the impact on the wetlands is 11:07AM detrimental, the way they're providing their plan that it's going to be detrimental to the impact to the wetlands on that back side?

MR. VICKERY: Again, these are comments that are brought forth from other staff members, but you 11:08AM start with the code defines development as including platting. Therefore, in the strict sense of the word, the wetlands are being developed if they are being divide into lots.

But regarding protection of the wetlands, my 11:08AM understanding from those who made the comment is that having multiple ownership across the wetlands simply makes their preservation and their maintenance, their continuation, a more difficult endeavor than if they were one parcel under some 11:08AM unified control.

MR. PYLE: I understand. So like if it was a subdivision where they had a retention or detention pond, in theory it's easier to determine whether or not they clean it out on whatever annual basis as 11:09AM opposed to an individual, which I may take issue with. But it doesn't matter. That's with the other folks. I was just asking.

I'm also trying to get across to the folks here when you mentioned 700 feet that may not be 11:09AM specific, but that would be approximately the distance from the back to the actual?

MR. HAMMOND: It's a long ways.

MR. PYLE: I understand. I know. I have it in my mind. I'm trying to convey. And I'm just saying 11:09AM it is what has been described, especially again on the record, the Aragon type development is certainly more desirable than what I would imagine would go vertical to produce the density necessary to make it economically viable.

11:09AM MR. HOLMER: If I can, from the discussions with the environmental side of the house, as well, I think the real crux of that whole issue as far as platting it or it being an overall, instead of saying we're having 22 individual easement to be 11:10AM maintained, conservation easements to be maintained,

if we had one giant one it would be easier to maintain. Let's say somebody owns one of those lots and popcorn trees pop up, an invasive species. Well, you need to maintain it. Well, I don't feel 11:10AM like. I think that's what it was explained to us from the environmental side of the house, is that it's easier to maintain under a single ownership than individual ownership.

MR. BRISKE: Does the staff have the 11:10AM environmental folks here because I have a little bit of issue taking kind of secondhand wording from the other staff members about what the environmental staff is saying.

MR. JONES: They did state that. However, this 11:10AM is my concern -- Horace Jones.

MS. SMITH: Were you sworn previously?

MR. JONES: I was sworn in earlier, but not during this process. I was out when they -- earlier for the rezoning? I left the room.

MS. SMITH: Would you be sworn?

MR. JONES: Yes, I sure will.

(Horace Jones affirmed.)

MR. JONES: Yes, they did state that as a suggestion, as a concern. That's why they presented 11:11AM that just so the Planning Board could have the final

decision on that. The code does not require it as we stated. But because of the PUD we want to have better standards and try to preserve more, that's the purpose of a PUD, creative concepts, to help to try to preserve some things. So they stated that as their concern, as their suggestion to see if that could be considered by the Planning Board. No they're not here. We're only stating what they told us during the process. It is a suggestion and it is a concern of theirs.

MR. TATE: I have a question, Mr. Chairman, unless you have a comment towards his.

MR. HAMMOND: I'll wait.

MR. TATE: Griff, in regard to -- this is number three, a desirable environment, a more desirable environment in which to live or work is created would be possible through the -- skipping to common open space area within reasonable walking distance of all dwelling units in the development.

And we go in there to the recommendation. Without such documentation the compliance of an implementing subdivision construction plan cannot be confirmed. That's where we're talking about the type of pool, the size materials, those other

things. That's got to happen at some point, correct? There's got to be documentation as to the actual amenities on the construction plan.

MR. VICKERY: The construction plan, yes, will have to contain what they've committed to.

MR. TATE: I'm not understanding how that impacts the PUD other than us knowing and seeing on the plat that these are amenities that are being --

MR. VICKERY: Let me use a couple of examples. And I think Tom overstated what I was trying to convey. I'm not looking for construction drawings of the swimming pool. I'm looking for something like this is a 30-by-20 swimming pool as opposed to there will be a swimming pool. If I tell you in my development there will be a swimming pool and I submit construction plans that show a swimming pool but maybe it's a child wading pool, I can say I've met my requirement. There's a swimming pool.

Or if I say there is lighting throughout, what does that mean to you? That may mean one thing to you and something else to me and something yet again to the developer. Simply, you know, we will implement, assuming they're going to have underground power, that we will have, you know, a light fixture at every pad mounted transformer,

something, you know, follow Gulf Power company's recommendation.

All I'm saying is a statement saying lighting throughout still leaves me in the dark, no pun intended, if I'm reviewing the construction plans to confirm that indeed the development provides lighting throughout.

The same thing with landscaping. We're going to have landscaping in the park. I don't know what that means.

MR. TATE: Just like the development review process or committee, this process is a give and take, as well, right, with the developer? I mean, you don't like the lighting. If you don't consider that this is lighting throughout, what happens?

MR. VICKERY: What I'm saying is I don't want to get to that point when it's too late because the developer, the Applicant is saying this is the approved plan. It just says I need lighting throughout. I'm saying this is lighting throughout. I don't want to have that argument with the developer.

MR. BRISKE: And, Griff, I don't question what your motive is here and your thoughts. My question is more maybe as an overall question is was this

related to the Applicant so that they could be prepared? Because it sounds like he kind of thought he was doing everything the County wanted him to do as far as providing information and then we got here and now we're saying, well, we want a little more information. That's my concern.

MR. VICKERY: On those particulars I do not know. It's coming as a recommendation. There were unaddressed comments. I think it's a little misrepresentation to say that the Development Review Committee approved the development. They simply said, fine, go on to this process. Whereas, Drew was saying more can be worked out.

MR. TATE: I mean, I didn't take it as the impression that development review was done. But, Mr. Hammond, is that what you're saying, that process is over?

MR. HAMMOND: Why have I got signatures on disposition sheets if they weren't signed off? I've got everybody's signature on a disposition sheet. I'm not pointing a figure and this ain't personal with anybody, but this stuff should have been -- he was not in DRC, but he wrote the findings. The next time this should get handled in DRC and the Applicant, I'm sure, will jump through any hoops

they want. I would have. I don't want to go to DRC again. Originally I had a pool drawing. On my pre-app I did have a pool drawing at one time.

MS. SMITH: Before this is completed, this construction, you would have to go back to DRC anyway. I want to narrow the focus back to the actual criteria because what is required is simply that the Board determine that a more desirable environment is possible than would be possible under current conditions.

MR. TATE: Correct. I didn't want us or this Board to have the impression that he was done with the Development Review Committee.

MR. JONES: No, he's not.

MS. SMITH: Right.

MR. TATE: So there's a convening authority that's still got to sign off on these different issues, not necessarily the width of the street or the setbacks. That's what we're dealing with. He still has more to do in front of them.

MS. SMITH: Right.

MR. TATE: And the promises that he makes here that we accept are going to be -- he's going to be held to those in the Development Review Committee.

MR. BRISKE: It will be part of the record on

testimony, his testimony.

MR. JONES: Yes.

MR. HAMMOND: Correct. Yes, sir.

MR. BRISKE: So that's a good point. Would you reiterate what you just said one more time so everybody can understand?

MS. SMITH: As to Criterion Number (3), we're just looking to determine whether or not what the project proposes with the variances would create an environment that is more desirable than would be possible through the strict application of the LDC. So is it possible that he's creating a better environment to live and work?

MR. TATE: That's why I went to why do we need to know the width and depth of the pool and the type of construction materials. I didn't get where the comments and recommendations were drawn to that point.

MR. HOLMER: In DRC those reviews, everything is for the bear minimum. When a project comes through development review, if it meets the bear minimums, guess what, it gets approved. If we deny something then we're going to have an appeal.

The idea with the PUD is going above and beyond for the benefit of both parties. DRC is looking at

that minimum. This Board is looking at, hey, enhance this, do this, do that. Here's where the idea is. Here's where the ideas come from. Ideas have been presented. It's to this Board to say here's what we want to see this look like. Mr. Hammond has already put on the record several of those things.

MR. BRISKE: Those comments then are a little bit more subjective, more of subjective suggestions than necessarily the bear minimum that needs to be met.

MR. HOLMER: Yes, that's what this Board is charged with.

MR. BRISKE: That's very clear then.

Mr. Hammond, is there anything else you would like to add?

MR. HAMMOND: Not at this time. I would ask that you approve our project the way we've got it submitted.

MR. TATE: I mean, this is because you're here and you've been through this whole issue of the LDC. Obviously, we've got to put something better together for the Applicant for a PUD going away from here.

MR. JONES: Absolutely.

MR. HOLMER: It's not just the amount of time since we've last did it. It's different staff, different procedures. He's been gracious enough to be a guinea pig for us.

MR. BRISKE: Well, specifically his point about having someone who writes this plan be involved in those other meetings.

MR. JONES: And for the record, I want to say -- Tom knows if -- he knows me. That was not actually the case. There was a collective effort with Griffin Vickery who is experienced and he wrote this.

MR. TATE: And he's done these in the past for us.

MR. JONES: Yes, he's done them in the past. Also Mr. Terry Williams was there, so there was a collective effort on the both of those. So that is not as an accurate as it should be, but we appreciate Mr. Tom Hammond's issues and concerns.

MR. HAMMOND: I just want to come up here and look like I know what I'm doing and I didn't when I got these findings, so that's where I'm coming from.

MR. BRISKE: Mr. Hammond, did you want to bring forward your witness that you have signed up here for any reason?

MR. HAMMOND: I think we're okay.
MR. BRISKE: I just wanted to give you the opportunity, if you wanted to, because he did sign up to speak.
11:21AM MR. HAMMOND: I think we're good. Thank you.
MR. BRISKE: Board members, anymore questions of the Applicant or of the Staff members at this time? Okay. The Chair will entertain a motion, keeping in mind what the attorney has stated about
11:22AM the criteria here.
MS. SMITH: Just for the record, the code allows you to make a recommendation regarding the proposal. You can recommend it. You can make recommend it with modifications or not recommend it.
11:22AM Those are your options.
MR. BRISKE: Three options. Okay.
MR. TATE: And what we have to concentrate on are like Number (1), the recommendation that we were given, we can't accept that recommendation or we
11:22AM have to ask more of Mr. Hammond at this meeting, so we have to have a different finding.
MR. BRISKE: Which he's testified on the record he believes he's met that standard in those first three and then he's accepting the remaining three.
11:23AM So we do have that as part of the record.

MR. PYLE: So the question becomes does the motion to proceed with this have to include that detail what's already been submitted on the record?
MR. TATE: Yeah, on Number (1), (2) and (3) our
11:23AM motion just has to include the applicant's findings as the record or the -- what's the proper word I'm looking for?
MR. HOLMER: Amend, substitute.
MR. BRISKE: We agree with the Applicant's
11:23AM findings.
MR. TATE: We agree with the Applicant's Finding-of-Fact, how's that? Findings as opposed to the Staff's recommendation.
MR. BRISKE: Would that work, Ms. Smith, for
11:23AM the motion, crafting it, because trying to regurgitate everything that Mr. Hammond has said on each of these three, it's already part of the record. Can we just accept since we've all been part of the hearing his comments as the findings?
11:24AM MS. SMITH: I think that's a little general. You could accept his testimony in lieu of Staff's recommendation and find that it meets Criterion Number (1) because there is a mix with nonresidential uses based on his testimony,
11:24AM something like that.

MR. BRISKE: So just elaborate on them a little bit and refer back to his testimony as the record. Okay. Is that clear as mud for anybody wanting to make a motion?
11:24AM MR. PYLE: Can you just go back down where (1), (2) and (3) are visible? Thank you.
MR. CORDES: Can I make a comment, Mr. Chairman?
MR. BRISKE: Sure.
11:25AM MR. CORDES: I'm looking especially at Number (2). I don't know what you would do differently under clustering. And since you've done that, because you're putting them all up near the road and you're preserving the wetlands, I understand what
11:25AM clustering means in putting things in a little different, you know, make things look a little different. I don't know how you would do it differently than what you've done. I'm sitting here trying to figure out how would you do that. But the
11:25AM geographics, where the wetlands are, I don't know how you could do it any differently. As far as creative planning, I think you've met the three criteria.
MR. TATE: May I recommend a motion? I'm going
11:25AM to have to move back and forth a little bit to get

this done properly.
MR. BRISKE: Mr. Cordes, are you through?
MR. CORDES: Yes.
MR. BRISKE: Yield the floor to Mr. Tate.
11:26AM (Motion by Mr. Tate.)
MR. TATE: As stated, this Board has reviewed the development plan for Redfish Harbor, a residential subdivision as a planned unit development, and we confirm its consistency with the
11:26AM Land Development Code and recommend this to be considered for final approval by the Board of County Commissioners.
In regard to the specific areas that we are looking at, regarding creative planning, testimony
11:26AM offered by the Applicant, as well as a visual representation, shows that he has met the intent of creative planning.
Natural amenities are being avoided. Building does not occur within any type of wetland area and
11:27AM are being enhanced, as well for the enjoyment of the public who will live in this area.
And that number three, desirable development, the testimony given by the Applicant indicates that there is going to be an environment that's favorable
11:27AM to, A, live in, work in, walk in, play in and used

for recreational purposes.

In regard to (4), (5) and (6), we accept Staff's recommendations or comments as the standing of facts.

11:27AM MR. BRISKE: Very good. Thank you, Mr. Tate. Do we have a second to the motion.

MR. LOWERY: Second.

MR. BRISKE: All right. Any further discussion before we take the vote? All those in favor, say aye.

(Board Members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously for

11:28AM recommendation for approval.

(Motion passed unanimously.)

MR. HOLMER: Mr. Chairman, I know we've got a few more items on the agenda, one of which does have some public here for. Do you want to go ahead and

11:28AM jump ahead to them because these others are -- I don't believe we have public input on them. This is for the development agreement.

MR. BRISKE: Let's take a look at it here. Which agenda item? I have a speaker for 5.A. Is

11:28AM that what you're talking about?

MS. SMITH: Yes, Mr. Chairman, Item 5.A, the Wildwood Estates Amended Development Agreement.

MR. BRISKE: That is an action discussion item. It's not an actual public hearing. We still know we

11:28AM have to deal with the Future Land Use public hearing.

Pleasure of the Board for those present here to move Item 5.A next on the agenda. Is there a motion to do that?

11:29AM MR. LOWERY: So moved.

MR. TATE: Second.

MR. BRISKE: A motion and a second. At this time I don't believe that we'll need the court reporter any longer. Ms. Smith, none of these other

11:29AM cases will need that; is that correct?

MS. SMITH: That's correct.

MR. BRISKE: Thank you, Linda, for your time and we appreciate it.

(Quasi-judicial Item 4.B concluded at 11:29 a.m. The proceedings continued, not requested to be transcribed.)

* * *

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 73 both inclusive, comprise a full, true, and correct transcript of the excerpt of proceedings, Item 4.B, taken on Tuesday, January 5, 2016; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on January 19, 2016.

_____

LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: EE 860695
My Commission Expires: 02-05-2017

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

* Expert Witness

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: ✓

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: Public Hearing 4.B

*Name: Tom Diamond

*Address: 3802 N. 15th St *City, State, Zip: Pensacola, FL 32505

Email Address: tom@seladdesign.com Phone: 4342603

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.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

4B. REDFISH HARBOR PUD

*Name: KEITH JOHNSON

*Address: 3308 GULF BEACH HWY *City, State, Zip: PENSACOLA, FL, 32507

Email Address: KEITH@WETLANDSCIENCES.COM Phone: 850-453-4700

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.


REDFISH HARBOR
GANT AVE
MASSEY DR
HOLTZCLAW PL
EITZEN RD
MANAVISA PL
GARCON BLVD
SEA SPRAY DR
JAPONICA AVE
CUSTER DR
RESORT AVE
DUNE AVE
MONTEREY AVE
ZODIAC DR
CANAL DR
WINIFRED AVE
WATER SPRAY TER
LINN AVE
200 m
500 ft

EXHIBIT A

EXHIBIT B

Innerarity Point Rd/Japonica



1 inch = 300 feet

Date: 1/4/2016

DISCLAIMER: The Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **4. B.**

Meeting Date: 01/05/2016

Issue: A Public Hearing Concerning the Review of Redfish Harbor, a Planned Unit Development.

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of Redfish Harbor, a Planned Unit Development.

That the Board review the development plan for Redfish Harbor residential subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements prior to transmittal of a recommendation to the Board of County Commissioners (BCC) to review and consider the plan for a final decision.

BACKGROUND:

Hammond Engineering, Inc., project agent and engineer, submitted a preliminary plat and associated subdivision development plans for PUD approval. The development proposes a residential subdivision of 92 single-family lots within a 29.59-acre, two-parcel site (parcel numbers 14-3S-32-1000-040-002; 14-3S-32-1000-050-002) along the north side of Innerarity Point Road at Japonica Avenue. The site is within the High Density Residential (HDR) zoning district and the Mixed-Use Suburban (MU-S) future land use category.

The PUD proposes front and rear yards less than the zoning district minimums and right-of-way widths less than county standards as variances to the applicable provisions of the LDC. As required by LDC Section 2-6.8, the development application is being evaluated through the Development Review Committee (DRC) and the Planning Board prior to potential BCC approval of the plan with its requested exceptions.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of the PUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The legal advertisement of the PUD has been reviewed and approved for legal sufficiency by Kerra Smith, Assistant County Attorney.

PERSONNEL:

No additional county personnel are required to process the PUD application.

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 2-6.8 of the Land Development Code requires that the Planning Board review the PUD in a quasi-judicial public hearing and transmit its recommendation to the BCC for a final decision on the development plan.

IMPLEMENTATION/COORDINATION:

The PUD has been reviewed and commented upon by the Development Review Committee prior to consideration and recommendation by the Planning Board. Approval of the proposed development plan by the BCC would authorize the applicant to proceed under the conditions of a PUD preliminary plat Development Order, including the subsequent submission of an implementing subdivision infrastructure construction plan for county approval. Upon completion of construction and Final Plat approval, the Building Inspections Department would be authorized to issue permits allowing construction of homes on all residential lots within the subdivision.

Attachments

Staff Analysis

Preliminary Plat PUD

Background Documents

REC'D OCT 2 3 2015

DEVELOPMENT REVIEW APPLICATION

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 850-595-3472
www.myescambia.com

Project Name Redfish Harbor

Project Address: Innerarity Point Road

Choose either BOX 1 or BOX 2, mark ONLY ONE (1) application type. In BOX 3, mark only one type of proposed land use.

BOX 1: Major Development Application Type	**BOX 2:** Minor Development Application Type
1) ___Site Plan 2) ✓ Preliminary Plat 3) ___Construction Plans 3) ___Master Plan 4) ___Minor Subdivision 5) ___ Final Plat 6) ___ Artificial Lake 7) ___ Artificial Pond	1) ___ Site Plan Minor (See form on web site titled "Minor Development Site Plan Submittal")

BOX 3: Type of Proposed Land Use ___Commercial ✓ Residential ___ Both

List the Property Reference Number(s) for all parcels involved:

Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #	Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #
1	14	3S	21	1000	050	002	4						
2	14	3S	21	1000	040	002	5						
3							6						

Project Narrative: Describe the proposed development project including: 1) all existing property uses, conditions and improvements, 2) all proposed uses, 3) height of each building/ structure in stories and feet, 4) federal and state regulatory permits required, 5) density transfer calculations if density transfer is proposed. *(A separate written narrative may be submitted with the application instead of using the space provided below).*

See attached.

Property Owners: Name: Redfish Harbor LLC

Street address: 106 Stone Blvd. City: Cantonment State: FL

Zip Code: 32533 Phone: Work (850) 968-0991 Cell (____) _____ Fax (850) 968-0996

E-mail address: _____

Developer: Name: Redfish Harbor LLC

Street address: 106 Stone Blvd. City: Cantonment State: FL

Zip Code: 32533 Phone: Work (850) 968-0991 Cell (____) _____ Fax (850) 968-0991

E-mail address: _____

Agent / Engineer: Name: Thomas G. Hammond, Jr. PE, Hammond Engineering, Inc.

Street address: 3802 North 'S' Street City: Pensacola State: FL

Zip Code: 32505 Phone: Work (850)434-2603 Cell (850) 554-9389 Fax (850) 43-2650

E-mail address: Tom@selanddesign.com

Provide the requested information in the space provided:

Future Land Use Category(ies): MU-S Zoning District(s): HDR

Has any part of the project site been previously involved in a Future Land Use Map Amendment, Application for Rezoning, Application for Conditional Use, Application for Variance, Application for Vested Rights, Appeal of Administrative Decision, other county review?
No ✓ Yes _____ If YES, which type: _____, Date ____/____/____, Case # _____

Does the proposed project require a Variance, Conditional Use Approval, Rezoning, or a Future Land Use Change?
No ✓ Yes_____ If YES, which: _____ If YES, attach written explanation.

***If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact (850) 595-3472.**

Provide the requested information in the space provided:

Water Provider: ECUA Septic ____ Sewer ✓ Provider: ECUA

Are there existing building(s) on site? No ✓ Yes____

Describe last use of building(s): _____

SQ. FT. of Building Footprint: _____

SQ. FT. of Impervious Surface (Including Bldg Footprint): _____

Total Site Acreage: _____ Total Acreage to be disturbed: _____

Total Acres of Wetlands: _____ Total Acres of Wetlands to be disturbed: _____

Number of Trees on site: _____ Number of Trees to be removed: _____

If you have any question or comments regarding this application, please contact us at (850) 595-3472.

We appreciate suggestions of how to improve our services.

DEVELOPMENT REVIEW APPLICATION CERTIFICATION FORM

I affirm and certify that I am duly qualified as authorized agent to make such application; that I understand the questions asked in the application; that all information and statements submitted in any documents or plans concerning this application are accurate to the best of my knowledge and belief; that I understand the application, attachments, and fees become part of the Official Records of Escambia County and not returnable or refundable; that this application is of my own choosing and staff has explained all procedures relating to this request; that there are no guarantees as to the outcome of this request; that the application is being accepted subject to verification of information; that any false information knowingly given by me may result in denial of the application, and that additional information may be required by Escambia County in order to make a determination.

Redfish Harbor
Name of Proposed Development

Authorized Agent's Signature — **Date** 10/28/15

Agents Name (print): Thomas G. Hammond, Jr. PE

Company Name: Hammond Engineering, Inc.

Street address: 3802 North 'S' Street City: Pensacola State: FL

Zip Code: 32505 Phone: Work (850) 434-2603 Fax:(850)434-2650

STATE of Florida

COUNTY of Escambia

The forgoing instrument was acknowledged before me this 28 day of October, year of 2015 by Thomas G. Hammond Jr. who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( )produced current _____ as identification.

Signature of Notary Public — Date 10/28/15 — Printed Name of Notary Ryan Sieg

My Commission Expires — Commission No. (Notary seal must be affixed)

NOTARY PUBLIC STATE OF FLORIDA
R. SIEG
MY COMMISSION # EE 146400
EXPIRES: December 1, 2015
Bonded Thru Budget Notary Services

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at the northeast quadrant of the Innerarity Point/Japonica Ave. intersection, Pensacola, Florida, property reference number(s) 14-3S-32-1000-050-002 & 14-3S-32-1000-040-002, I hereby designate Hammond Engineering, Inc. for the sole purpose of completing this Development Review Application and to act on my behalf during the county's processing of the Development Review Application on the above referenced property.

This Limited Power of Attorney is granted on this 28 day of October the year of 2015 and is effective until the County 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 Department of Growth Management.

M Pair 10/28/15 MATTHEW PAIR

Signature of Property Owner Date Printed Name of Owner

STATE of Florida

COUNTY of Escambia

The forgoing instrument was acknowledged before me this 28 day of October, year of 2015 by Matthew Pair who ( ) did (✓) ~~did~~ not take an oath.

He/she is (✓) ~~personally~~ known to me, ( ) produced current Florida/Other driver's license, and/or ( )produced current _____ as identification.

R Sieg 10/28/15 Ryan Sieg

Signature of Notary Public Date Printed Name of Notary

My Commission Expires

R. SIEG
MY COMMISSION # EE 146400
EXPIRES: December 1, 2015
Bonded Thru Budget Notary Services

Commission No. (Notary seal must be affixed)

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 9130
Alabama Certificate of Authorization No. 3277

Redfish Harbor

Project Narrative

October 28, 2015

The proposed project consists of the division of two lots located on the north side of Innerarity Point Road and along the east side of Japonica Avenue in Escambia County. The project parcels are currently zoned HDR and have a future land use designation of MU-S. The parcels have a combined area of 29.59 acres and are bordered by Bayou Garcon to the north. The site contains approximately 12.93 acres of jurisdictional wetlands.

Portions of the development are located in the AE flood zone with a base flood elevation 5.0'.

The developers are proposing to permit the property through the Planned Unit Development (PUD) process into 92 single family residential lots. The project will require variances to the right of way width, and the front and rear setback lines. Amenities will include a common pier to access Bayou Garcon, and community swimming pool, and a community playground.

Each of the 22 lots along the north portion (water front) of the site will share a common pier to access Bayou Garcon.

We will request stormwater quantity (attenuation) requirements be waived due to the project bordering a tidally influenced body of water. Stormwater quality requirements will be achieved by constructing shallow dry ponds and vegetative natural buffers.

Water and sewer are to be provided by ECUA.

3802 NORTH "S" STREET PENSACOLA, FL 32505
850 434-2603 PH 850 434-2650 FAX TOM@SELANDDESIGN.COM

Recorded in Public Records 02/15/2005 at 08:31 AM, OR Book 5576 Page 789, Instrument #2005334802, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $24500.00

Prepared By: Stephen R. Moorhead
McDonald Fleming Moorhead, Attorneys at Law
4300 Bayou Blvd. Suite 13
PENSACOLA, FL
File Number: 05-0705
Parcel ID #: 14-3s-32-1000-040-002, 14-3s-1000-050-002 and 14-3s-32-1000-000-003
Grantee(s) SS #:

REC'D OCT 2 9 2015

WARRANTY DEED
(CORPORATE)

This WARRANTY DEED, dated 02/07/2005
by Heron Bay, LLC, a Florida limited liability company
whose post office address is:
399 Creary Street, Pensacola, FL 32507
hereinafter called the GRANTOR, to
Redfish Harbor, LLC, a Florida limited liability company
whose post office address is:
2755 Fenwick Road, Pensacola, FL 32526

hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable consideration, 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, Florida, viz:

Beginning at the intersection of the Northerly right-of-way line of Innerarity Road (County Road No. 297 - 50' R/W) and the Easterly right-of-way line of Japonica Avenue (50' R/W); thence go North 00 degrees 09 minutes 02 seconds East along said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 921.89 feet to a point at the Northerly end of Japonica Avenue; thence continue North 00 degrees 09 minutes 02 seconds East along an extension of the said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 249.23 feet to a point hereinafter referred to as Point "A"; thence continue North 00 degrees 09 minutes 02 seconds East along said extension of the said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 179 feet more or less to the shoreline of Bayou Garcon; thence meander Easterly along said shoreline a distance of 1180 feet more or less to an intersection with said shoreline and the East line of Lot 4, Innerarity Heights as recorded in Deed Book 102 at Page 308, of the Public Records of Escambia County, Florida; thence go South 00 degrees 02 minutes 08 seconds West along said East line of Lot 4 a distance of 139.00 feet more or less to a point lying South 86 degrees 19 minutes 03 seconds East a distance of 1094.76 feet from the aforementioned Point "A"; thence continue South 00 degrees 02 minutes 08 seconds West along said East line of Lot 4 a distance of 900.50 feet to the Northerly right-of-way line of Innerarity Road (County Road No. 297 - 50' R/W); thence go South 79 degrees 38 minutes 04 seconds West along said Northerly right-of-way line a distance of 1113.18 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2005 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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 GRANTEE that except as above noted, 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; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Heron Bay, LLC, a Florida limited liability company

Signature: _____
Print Name: DOROTHY A. GARRETT

By: _____
Matthew Pair, its manager

Signature: _____
Print Name: STEPHEN R. MOORHEAD

By: _____
Ashton Hayward, its member

State of **Florida**
County of **Escambia**

THE FOREGOING INSTRUMENT was acknowledged before me this **02/07/2005**, by: **Ashton Hayward, as member, and Matthew Pair, as manager of Heron Bay, LLC, a Florida limited liability company, on behalf of the company.**

Notary Seal

Signature: _____
Print Name: DOROTHY A. GARRETT, Notary Public

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced _____

Dorothy A. Garrett
MY COMMISSION # DD033648 EXPIRES
January 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

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 or Ordinances 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 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 acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Innerarity Point Road

Legal Address of Property: Innerarity Point Road Pensacola FL 32507

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

This form completed by: McDonald Fleming Moorhead, Attorneys At Law
4300 Bayou Boulevard Ste 13, Pensacola, Florida 32503

AS TO SELLER(S):

Heron Bay, LLC, a Florida limited liability company

By: _____
Matthew Pair, its manager

By: _____
Ashton Hayward, its member

Witness: DOROTHY A. GARRETT

Witness: STEPHEN R. MOORHEAD

AS TO BUYER(S):

Redfish Harbor, LLC, a Florida limited liability company

By: _____
Cody Rawson, its member

By: _____
Matthew Pair, its member

By: _____
Allan Bell, its member

By: _____
Ashton Hayward, its member

Witness: DOROTHY A. GARRETT

Witness: STEPHEN R. MOORHEAD

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00009130

REC'D NOV 24 2015

Redfish Harbor

A. **Owner:** Redfish Harbor, LLC
106 Stone Blvd.
Cantonment, FL 32533

Applicant: Thomas G. Hammond, Jr., P.E.
Hammond Engineering, Inc.
3802 North "S" Street
Pensacola, Florida 32505
850 434-2603

Date: November 18, 2015

B. **Stormwater Narrative**

1. **Project Description:** Redfish Harbor is a proposed 92 lot, Planned Unit Development project. All roadways will be paved and the project will have underground utilities. All stormwater runoff will be collected and conveyed via curb and gutter and concrete flumes into one of the proposed detention basins. The ponds will be designed in accordance to Escambia County requirements and will remain private. The total project area is 25.66 acres.

2. **Project Location:** The site is located on the north side of Innerarity Point Road and the east side of Japonica Avenue in Section 14, Township 3 South, Range 32 West, Escambia County, Florida. The project is bordered by jurisdictional wetlands and Garcon Bayou to the north.

3. **Existing Site Environmental and Hydrologic Conditions:**
a. There are approximately 16.36 acres of jurisdictional wetlands on the site. We propose minimal impacts to the wetlands.

b. Currently, the entire site flows from Innerarity Point Road northerly toward Garcon Bayou.

4. **Post-Development Hydrological Conditions:**

Runoff from the project will be collected in the proposed roads and routed to one of the proposed detention basins. Each basin will be designed to meet Escambia County requirements. The site is located on a tidal body of water; therefore we request that attenuation requirements be waived as allowed in the LDC.

3802 NORTH "S" STREET PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

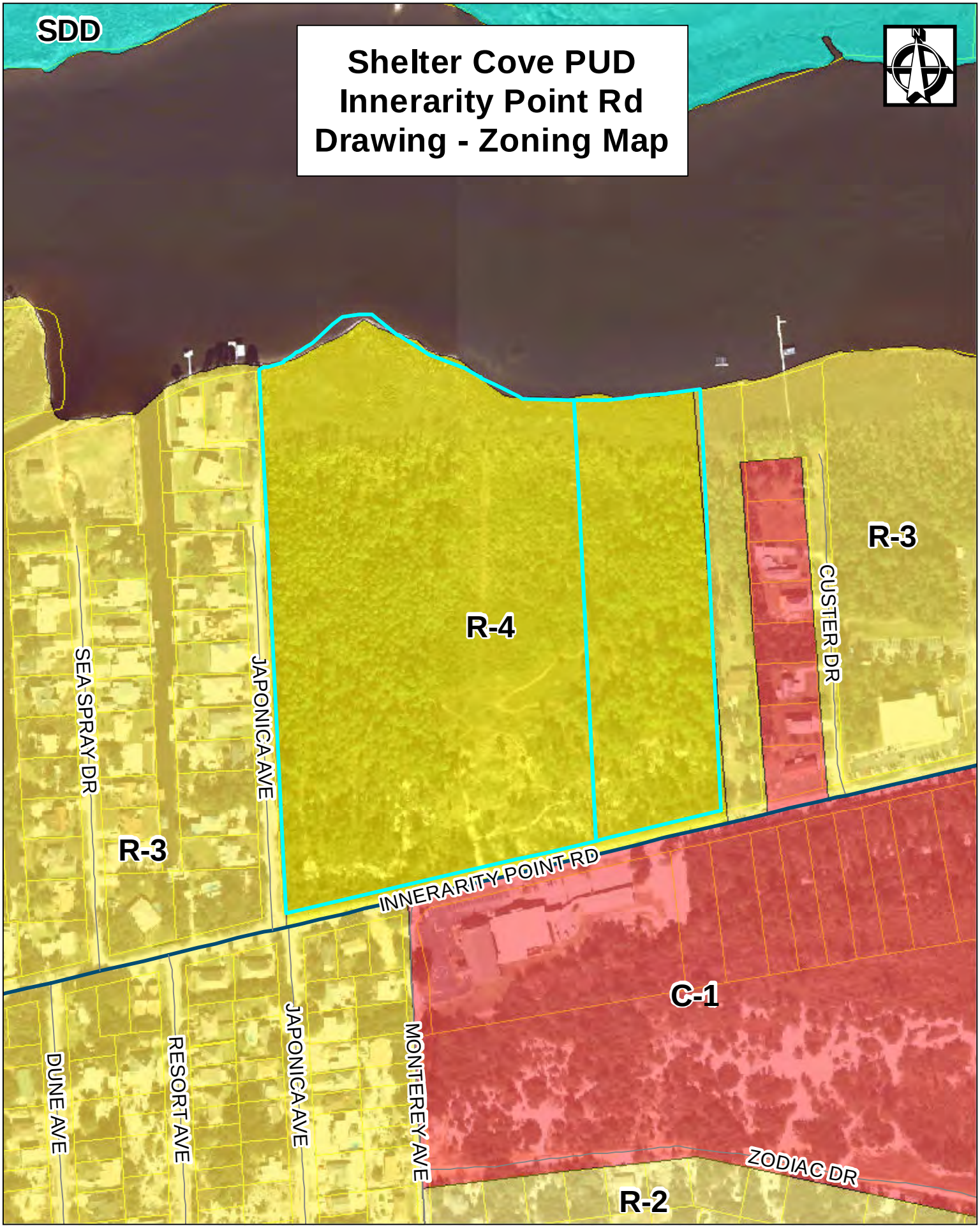
Escambia County Requirements
The proposed drainage systems will be designed to meet the requirements of the current Escambia County LDC.

NWFWMD Requirements
The proposed drainage systems will be designed to meet the requirements of the NWFWMD thru the use of dry ponds and natural vegetative buffers.

Positive Outflow
Positive outflow for the project will discharge into Garcon Bayou as needed.

Off-site runoff
The design will include offsite runoff from the Innerarity Road right of way.

3802 North "S" Street Pensacola, FL 32505
850 434 2603 850 434 2650 fax Tom@selanddesign.com



This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

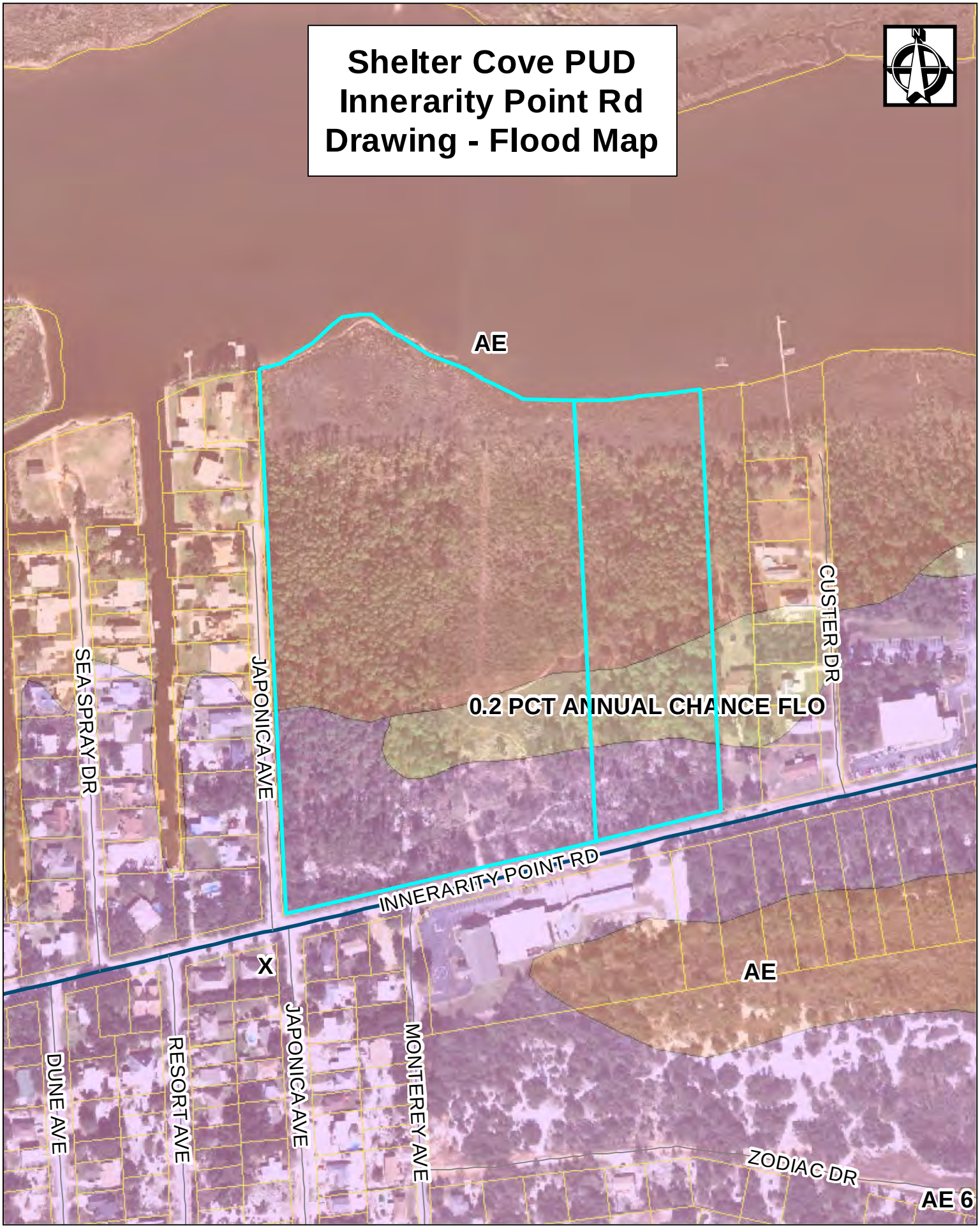
Shelter Cove PUD
Innerarity Point Rd
Drawing - AerialMap



0 105 210 420 630 840
Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

Shelter Cove PUD
Innerarity Point Rd
Drawing - Flood Map

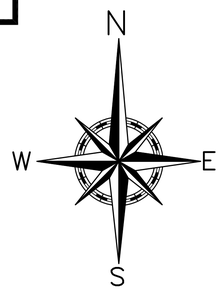


0 105 210 420 630 840 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY

OF A PORTION OF SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA.

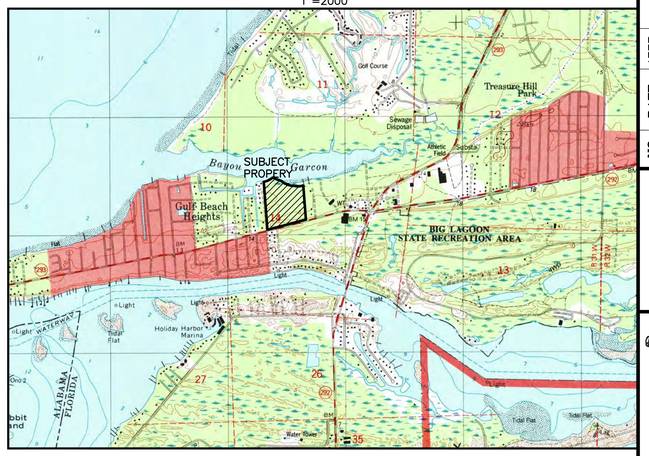


GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

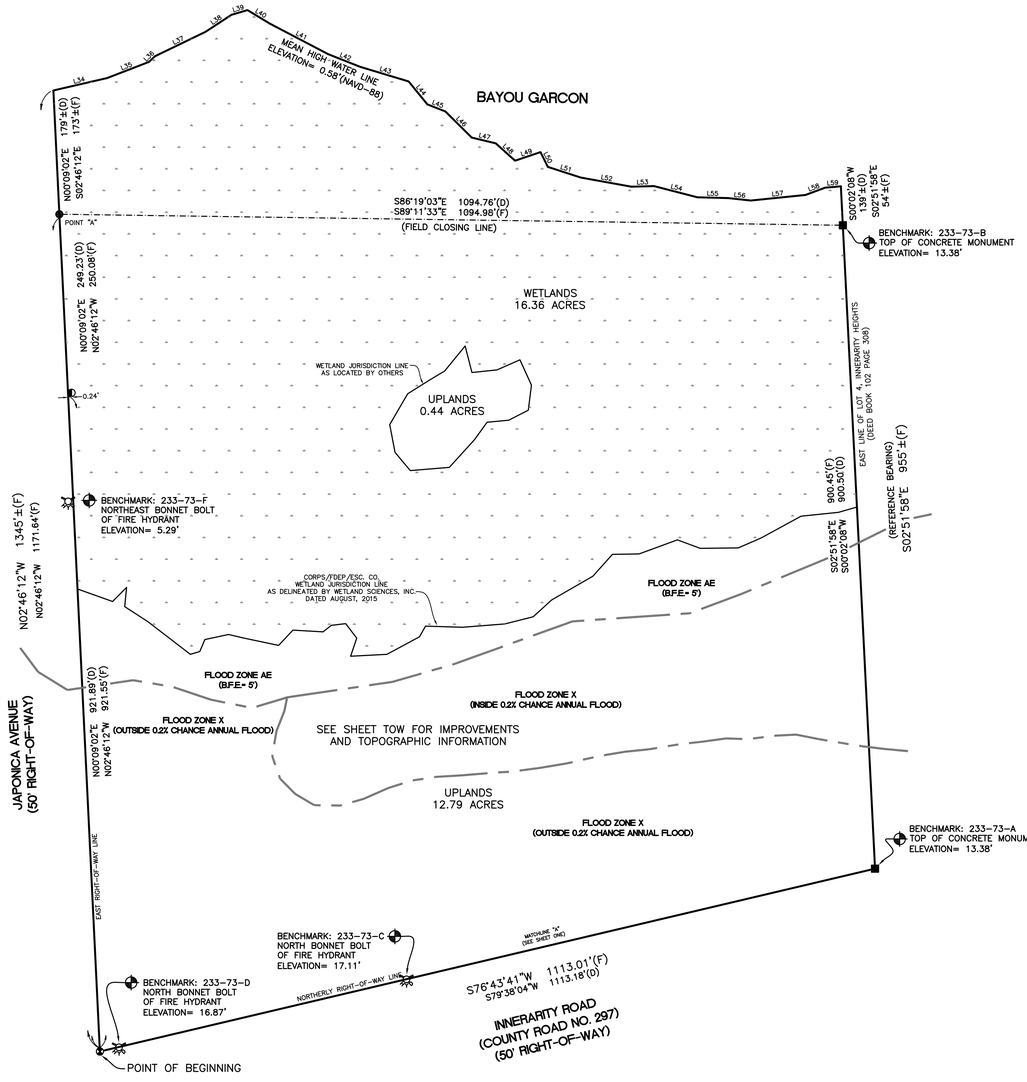
VICINITY MAP
1"=2000'



LEGAL DESCRIPTION: AS RECORDED IN O.R. BOOK 5576 AT PAGE 789

Beginning at the intersection of the Northerly right-of-way line of Innerarity Road (County Road No. 297 - 50' R/W) and the Easterly right-of-way line of Japonica Avenue (50' R/W); thence go North 00 degrees 09 minutes 02 seconds East along said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 921.89 feet to a point at the Northerly end of Japonica Avenue; thence continue North 00 degrees 09 minutes 02 seconds East along an extension of the said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 249.23 feet to a point hereinafter referred to as Point "A"; thence continue North 00 degrees 09 minutes 02 seconds East along said extension of the said Easterly right-of-way line of Japonica Avenue (50' R/W) a distance of 179 feet more or less to the shoreline of Bayou Garcon; thence meander Easterly along said shoreline a distance of 1180 feet more or less to an intersection with said shoreline and the East line of Lot 4, Innerarity Heights as recorded in Deed Book 102 at Page 308, of the Public Records of Escambia County, Florida; thence go South 00 degrees 02 minutes 08 seconds West along said East line of Lot 4 a distance of 139.00 feet more or less to a point lying South 86 degrees 19 minutes 03 seconds East a distance of 1094.76 feet from the aforementioned Point "A"; thence continue South 00 degrees 02 minutes 08 seconds West along said East line of Lot 4 a distance of 900.50 feet to the Northerly right-of-way line of Innerarity Road (County Road No. 297 - 50' R/W); thence go South 79 degrees 38 minutes 04 seconds West along said Northerly right-of-way line a distance of 1113.18 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 14, Towship 3 South, Range 32 West, Escambia County, Florida.

MEAN HIGH WATER LINE TABLE		
LINE	BEARING	LENGTH
L34	N77°00'42"E	76.94'
L35	N68°54'32"E	62.79'
L36	N46°22'30"E	11.34'
L37	N64°12'29"E	78.74'
L38	N56°43'06"E	43.23'
L39	N73°28'45"E	23.40'
L40	S58°52'33"E	36.95'
L41	S62°22'04"E	91.60'
L42	S68°19'44"E	47.98'
L43	S73°13'21"E	70.90'
L44	N39°14'47"W	41.43'
L45	S68°37'16"E	26.99'
L46	S45°13'14"E	51.80'
L47	S76°30'58"E	34.63'
L48	S47°52'39"E	36.20'
L49	N71°25'47"E	37.61'
L50	S26°21'36"E	22.99'
L51	S72°03'32"E	48.42'
L52	S79°47'11"E	71.94'
L53	N88°27'01"E	31.47'
L54	S75°28'25"E	62.70'
L55	S88°36'00"E	42.65'
L56	S83°49'12"E	32.24'
L57	N84°09'30"E	76.66'
L58	N69°37'42"E	29.50'
L59	N85°24'53"E	21.97'



DENOTES:

- ● – 1/2" CAPPED IRON ROD, NUMBERED 5903 (FOUND)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 6499 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)

R/W – RIGHT-OF-WAY
(D) – DEED INFORMATION
(F) – FIELD INFORMATION
W – WATER VALVE/METER
– FIRE HYDRANT
– POWER POLE
– GUY ANCHOR
—OE— – OVERHEAD ELECTRIC
– CONTOUR LINE AND ELEVATION
– SPOT ELEVATION
– BENCHMARK IN VICINITY
—x— – 4' CHAIN LINK FENCE

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S02°51'58"E ALONG THE EAST LINE OF THE SUBJECT PROPERTY ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE NORTH, NORTH AMERICAN DATUM 1983(07).

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.

3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY MERRILL PARKER SHAW, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO 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 TRANSACTIONS. 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. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE TRIMBLE VRS NOW NETWORK GPS OBSERVATION.

10. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON HAS BEEN ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 3358.

12. THIS MEAN HIGH WATER LINE SURVEY HAS BEEN FILED AT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY'S BUREAU OF SURVEYING AND MAPPING PUBLIC REPOSITORY, AS MEAN HIGH WATER SURVEY FILE NUMBER _____.

13. THE PROPERTY AS SHOWN HEREON IS SITUATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION 5 FEET, FLOOD ZONE X (AREAS INSIDE THE 0.2% CHANCE ANNUAL FLOOD) AND FLOOD ZONE X (AREAS INSIDE THE 0.2% CHANCE ANNUAL FLOOD). AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C 0508G, REVISED SEPTEMBER 29, 2006. ESCAMBIA COUNTY FLOOD PLAIN MANAGEMENT REQUIRES A THREE FOOT FREEBOARD BEYOND THE BASE FLOOD ELEVATION.

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2015 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

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING SERVICES
4928 N. DAVIS HWY. 32503
PENSACOLA, FL.
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 100'	DRAWN: AES	CHECKED: EWP	DATE: 10/15/15

FIELD DATE: 9/29/15

FIELD BOOK: 233, PAGES: 72-74

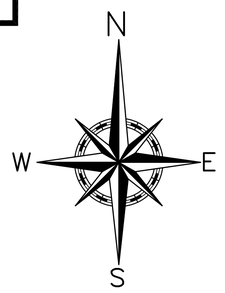
BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY
OF A PORTION OF SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: CODY RAWSON
PREPARED FOR: REDFISH HARBOR, LLC.

JOB NO.	SHEET
15-7889-S-1	1 OF 2

BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY

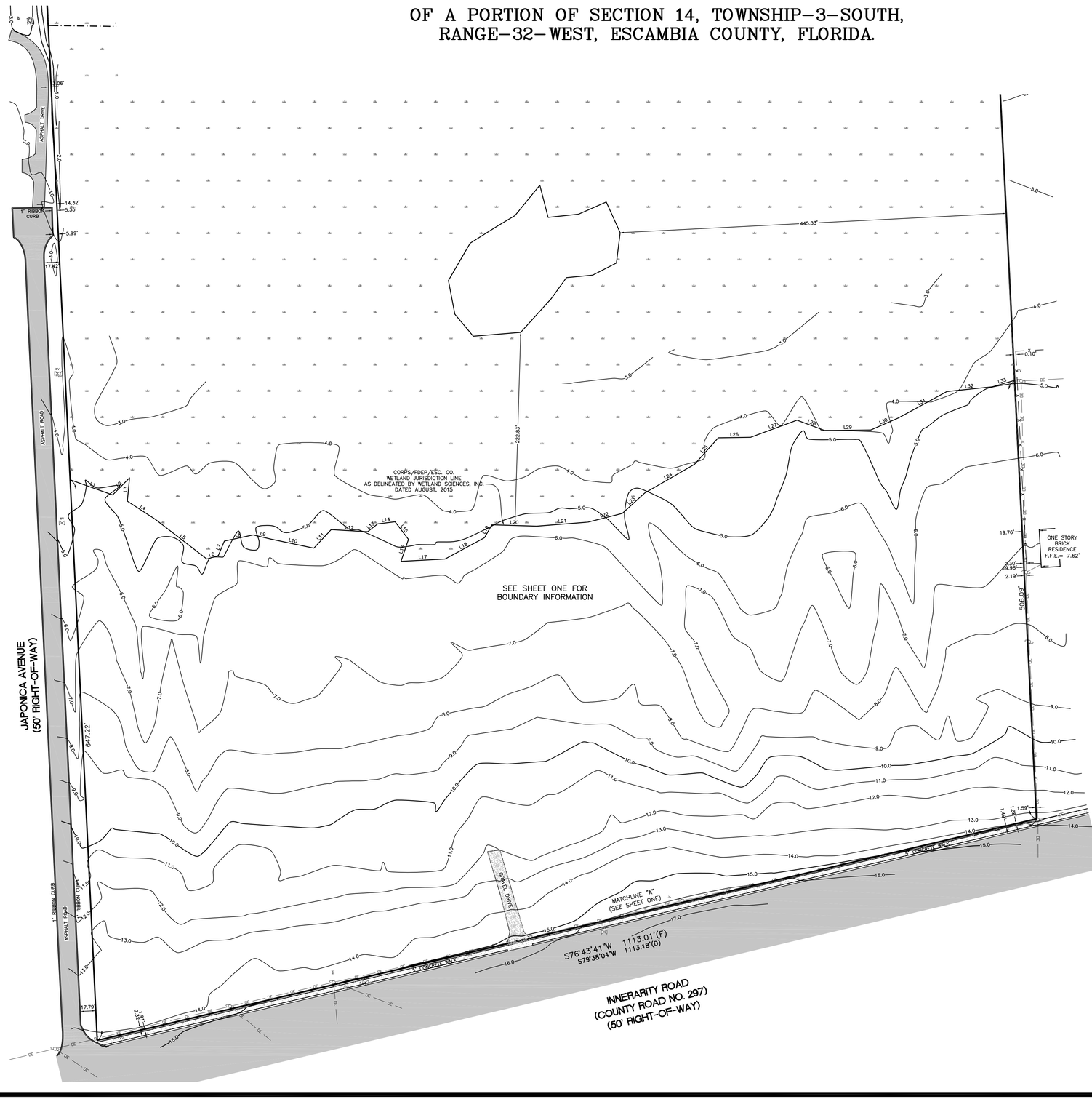
OF A PORTION OF SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



WETLAND JURISDICTION LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°22'37"E	52.06'
L2	N44°42'33"E	27.72'
L3	S05°26'14"W	27.01'
L4	S57°01'01"E	38.42'
L5	S52°27'00"E	75.06'
L6	N73°11'07"E	13.73'
L7	N22°48'54"E	18.20'
L8	N77°59'30"E	33.94'
L9	S76°43'19"E	21.30'
L10	S78°07'15"E	50.29'
L11	N43°05'07"E	29.23'
L12	S86°42'26"E	42.18'
L13	N51°57'39"E	14.72'
L14	N83°11'40"E	20.16'
L15	S37°18'40"E	25.49'
L16	S18°46'10"W	26.71'
L17	N86°58'14"E	50.86'
L18	N61°40'17"E	51.70'
L19	N29°48'17"E	17.11'
L20	S88°18'40"E	51.73'
L21	N85°29'48"E	59.28'
L22	N75°45'55"E	40.82'
L23	N47°45'14"E	34.99'
L24	N60°04'03"E	66.40'
L25	N41°48'56"E	40.98'
L26	N89°08'57"E	37.26'
L27	N69°45'57"E	57.03'
L28	S69°34'13"E	34.07'
L29	N89°22'01"E	53.13'
L30	N66°26'05"E	34.93'
L31	N61°24'14"E	63.49'
L32	N84°03'31"E	52.73'
L33	N74°05'41"E	25.66'

DENOTES:

- ● – 1/2" CAPPED IRON ROD, NUMBERED 5903 (FOUND)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 6499 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)

R/W – RIGHT-OF-WAY
(D) – DEED INFORMATION
(F) – FIELD INFORMATION
– WATER VALVE/METER
– FIRE HYDRANT
– POWER POLE
– GUY ANCHOR
OE – OVERHEAD ELECTRIC
– CONTOUR LINE
– SPOT ELEVATION
– BENCHMARK IN VICINITY
x – 4' CHAIN LINK FENCE

COPYRIGHT © 2015 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

MERRILL PARKER SHAW, INC.
PROFESSIONAL LAND SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL 32503
PH: (850) 478-4923
FAX: (850) 478-4924
CERTIFICATE OF AUTHORIZATION NUMBER 7174

DATE: 10/15/15
CHECKED: EWP
DRAWN: AES
SCALE: 1" = 60'
FIELD BOOK: 233, PAGES: 72-74
FIELD DATE: 9/29/15

BOUNDARY, TOPOGRAPHIC AND MEAN HIGH WATER LINE SURVEY
OF A PORTION OF SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: CODY RAWSON
PREPARED FOR: REDFISH HARBOR, LLC.

JOB NO. 15-7889-S-1

SHEET 2 OF 2

Plan Reviewer Evaluation Comments

Preliminary Plat Reviewer Comments

DRC Meeting Date: November 04, 2015
Project #: PSD150400015
Project Name: Redfish Harbor
Project Address: Innerarity Point Rd

Please Address the Following Comments

Addressing

Reviewer: Rick Geiberger @ 850-595-3458
Rick_Geiberger@co.escambia.fl.us

1) PSD 150400015 Redfish Harbor, **13900 Innerarity Point Road.**

Access Management

Reviewer: Jason Walters @ 850-595-3422
Jason_Walters@co.escambia.fl.us

1) Show a 1' non-access easement along the Innerarity Point Road and Japonica Avenue frontage of the development.
2) Show the 35' sight triangle to be measured from the edge of asphalt. Show the 35' sight triangle on all effected corner lots.
3) There is a note on the drawing (page C3) that states that 5' sidewalks are proposed for the entire site. Is this note intended to mean sidewalks will be constructed along all roadways within the development? Please clarify.
4) Will the development be gated?

Stormwater

Reviewer: Roza I. Sestnov @ 850-595-3411
Roza_Sestnov@co.escambia.fl.us

1. **Please note that a PUD process differentiates from a typical subdivision process. Prior to Preliminary Plat/Construction Plan approval by DRC this proposal will have to be approved by the Planning Board. Please refer to Terry Williams comments.**
2. It is unclear if a conservation easement is going to be proposed and recorded for the existing wetlands. The waiver of quantity (attenuation) may be granted only if there is assurance that this development has and always will have a direct connection to open body water. See comment #3.
3. Demonstrate where overflow from the proposed ponds will be discharged. Additional drainage easements, overflow structures/piping will be required.
4. Submit a copy of the conceptual stormwater management plan with a narrative description of the proposed development and preliminary drainage calculations.
5. The BCC and the County Engineer do not support subdivisions designed below County standards, even if the subdivision is going to be private. Please revise typical street cross sections, provide cross section in accordance with the current County's Technical Specifications.
6. Detention and retention basins (ponds), designed to impound more than two feet of water, must contain side slopes that are no steeper than 4:1 (horizontal to vertical) out to a depth of two feet below control elevation. Alternatively, the basin can be fenced with a perimeter fence to restrict public access. It is unclear what depth is proposed for all retention ponds. Please clarify.
7. FYI: Sodded rear yard sheet flow off site would be acceptable if the engineer can provide certified calculations that each rear yard runoff is decreased the pre-development, in volume and velocity (ie no adverse impacts). The other option is to install a private drainage access easement with a swale conveying the stormwater to the pond or R/W. Reference to lots 7 through 19, Block C.
8. FYI: Low pressure private sewer systems: please provide a signed and sealed statement, should include: expected annual cost, cost of replacement of the system, estimated life of the system, and how this information will be disclosed to the homebuyers. Also attach to this statement the system/pump specifications. Add applicable

notes to the plans. FM located in the County R/W shall be maintained by ECUA, provide applicable note. ECUA permit shall be required prior to CP approval.

9. **FYI: For Preliminary Plat**: It appears fence restrictions may be required for private and public drainage easements for conveyance swale areas. Fence restriction notes will be required on the Final Plat drawing and in the Restrictive Covenants.
   For Final Plat: Add a Fence Restriction note to the drawing for drainage easements. Also add language to the Restrictive Covenants indicating lot owners will not be allowed to locate fences within drainage easements, that easements shall be accessible at all times, and structures shall not be located within them that may prohibit or restrict flow of stormwater.
10. Provide written proof that all utility providers have been provided a copy of the proposed subdivision plans. The engineer of record or developer will be responsible for providing said written proof (copy of a transmittal letter is acceptable). Notification to utility companies is necessary at the preliminary plat stage of the review for utility company scheduling.
11. FYI: For project with construction activities that disturb > 1 acre, or is part of a larger common plan of development or sale that will disturb > 1 acre and stormwater discharge is to the surface water of the state or to a municipal separate storm sewer system (MS4), an NPDES permit is required. Submit copy of "Notice of Intent" submitted the FDEP prior to commencement of construction.
12. FYI: Upon approval of the preliminary plat, the developer may clear the proposed rights-of-way provided that all county, state or federal permits governing the clearing activities and rights-of-way locations have been obtained. All sediment control measures must be accommodated on the preliminary plat in accordance with LDC and FDEP Best Management Practices.
13. FYI: The effective period of Preliminary Plat approval is 2 years.
14. Please add the following notes:
    a) "All aspects of the Stormwater/drainage components and/or transportation components shall be completed prior to requesting a final inspection"
15. FYI: for Disposition Sign-Off: Please contact any of the following if the assigned reviewer indicated is not available: Chris Curb
16. **For Preliminary Plats**: Include an engineer's statement certifying all proposed roadways, drainage, and other improvements will be designed to comply with all applicable federal, state, and local development requirements, signed, sealed, and dated by a Florida Professional Engineer.
    For Final Plats: Include an engineer's statement certifying all constructed roadways, drainage, and other improvements are designed to comply with all applicable federal, state, and local development requirements and that they are Engineer of Record for the Subdivision.
17. Please indicate: street names, Right of Ways width, and “Private” dedication.
18. Please add “Dry” or “Wet” to each pond parcel.
19. FYI: Subdivision entrance marker signs are to be dedicated private parcels or sign easements, owned and maintained by the Developer or Home Owners Association. If no sign is proposed, include by note on face of plat.
20. FYI: The county encourages the developer to request the roads and streets, and the stormwater management system be dedicated to the county concurrently. If the developer chooses to dedicate the roads and streets separate from the stormwater system, the roads and streets may be dedicated without the stormwater management system only if it is determined the roads and streets will not be negatively impacted if the stormwater management system should fail.
21. Additional comments may apply pending submittal of requested documents.

Planning — Reviewer: Terry Williams @ 850-595-3632

1. On sheet 2 of 5, under Building Requirements for HDR Zone correct Side Yard Setback from “whichever is greater” to whichever is less, but at least 5 feet.

Plan Reviewer Evaluation Comments

2. Define buffering width, vegetation density and type around the recreation park.

Health Dept — Stephen Metzler 850-595-6700
stephen_metzler@doh.state.fl.us

The FDOH in Escambia has reviewed the above referenced project and we heave the following comments:

- Project documents indicate that swimming pools/spas are to be constructed at the site.
    - Prior to obtaining your construction permits from the local building department you must submit the following documents to the health department for each pool/spa to be constructed on the site.
        1. A copy of the pool/spa plans that you will be submitting to the building department for review and approval.
        2. Completed form DH 4159
        3. Initial operating inspection fee of $150.00
- Additional information concerning the swimming pool and spa construction process can be obtained from Miss Louviminda Donado by phone at (850) 595-6700 or by email at louviminda.donado@flhealth.gov or from Mr. Mark Spitznagel by phone at (850) 595-6700 or by email at mark.spitznagel@flhealth.gov.

ECUA — Wendell Kutzer 850-969-3310
wkutzer@ecua.org

No comment.

ECAT — Ted Woolcock 850-595-3228 ext 225
ted_woolcock@co.escambia.fl.us

No Comments

Environmental Permitting — Reviewer: Brad Bane @ 850-595-4572
Bradley_Bane@co.escambia.fl.us

1. Current Environmental “Site Specific Survey” for the sites, the proposed plat & the survey show different wetland delineation dates & upland vs. wetland areas; please clarify.
2. As such, ALL “Environmentally sensitive lands” (per LDC 3.00.00 definition) & their boundaries shall be revised & labeled accordingly to scale on all revised plats as derived from the most current & ACCURATE s.s. survey.
3. Provide accurate wetland buffer dimensions/ widtrhs. Provide buffer average if such is being proposed.
4. As shown, 82 lots are proposed in uplands & 22 lots are proposed containing both uplands & vast expanses of Jurisdictional Wetlands. The 22 lots, or some combinations of the 22 lots, shall be redesigned to exclude all Wetlands & Wetland buffers. There is sufficient uplands to plat along Wetlands & their required Wetland buffers under LDC 7.13.03 N./N3 to accomplish this as code further addressees this requirement under LDC 7.13.03 C (“provide written demonstration…that impacts have been avoided to the maximum extent possible..”, LDC 7.13.04 *“Clustering of Wetlands away from Wetlands & Environmentally sensitive lands”, & other codes.*
5. Mitigation proposals & plans per current code for all wetland impacts; Conservation Easements will likely be required.
6. Clarify code provisions for clustering away from Wetlands..
7. Clarify “Common pier…access” in narrative & “proposed shared dock easement (typical)” on plat on & for each lot, as they relate to the *subdivision* & as only 1 boardwalk on east side of lots is shown on the proposed site plans (a “dock” would be “…a structure waterward of the MHWL”… which is not currently shown on SP). As previously discussed but not clarified from our Pre-App. discussions, **will DEP allow the numerous impacts to wetlands as proposed for the individual boardwalks &/or dock structures behind these lots?** Some preliminary clarification from them &/or ACOE is needed due to potentially large amount of impacts to wetlands & surface waters under these agencies’ jurisdiction.
8. Applications made ASAP to other additional Jurisdictional agencies for Wetland/ESL impacts is strongly encouraged as their requirements will likely shape the development proposal(s) as well.
9. Please read all applicable codes carefully, apply to site plans, & respond to comments in writing. Additional comments & standards may apply upon resubmittal. Thank you.

Plan Reviewer Evaluation Comments

Floodplain Management

Reviewer: Juan Lemos @ 850-595-3467
Juan_Lemos@co.escambia.fl.us

Ready for final.

At the time of construction the proposed project must meet all of the construction standards from the Florida Building Code, for structures within a FEMA Special Flood Hazard Area. Contact Escambia County Floodplain Manager/Building Inspections: **Harry T. Gibson, (850)-554-2826**

Fire Safety

Reviewer: Joe Quinn @ 850-595-1814
Joe_Quinn@co.escambia.fl.us

1) **18.2.3.4.1.1** Fire department access roads shall have an unobstructed width of not less than 20 ft (6.1 m).
2) **18.4.5.1.1** The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 ft^2 (334.5 m^2) shall be 1000 gpm (3785 L/min) for 1 hour.
   Fire Hydrants and Spacing per the LDC.
3) The construction and operation of marinas, boatyards, yacht clubs, boat condominiums, docking facilities associated with residential condominiums, multiple-docking facilities at multiple-family residences, and all associated piers, docks, and floats shall comply with **NFPA 303**, *Fire Protection Standard for Marinas and Boatyards*, and Section **28.1**
4) **28.1.6.1.1.1.1** Placement of portable fire extinguishers on piers and along bulkheads where vessels are moored or are permitted to be moored shall meet the following criteria:

   a. (1) Extinguishers listed for Class A, Class B, and Class C fires shall be installed at the pier/land intersection on a pier that exceeds 25 ft (7.62 m) in length.
   b. (2) Additional fire extinguishers shall be placed such that the maximum travel distance to an extinguisher does not exceed 75 ft (22.86 m). [**303:**6.2.1.1.1]

5) **28.1.6.2.5*** An approved water supply shall be provided within 100 ft (30 m) of the pier/land intersection or fire department connection serving fire protection systems. [**303:**6.3.5]
6) **28.1.6.3.1** Class I standpipe systems shall be provided for piers, bulkheads, and buildings where the hose lay distance from the fire apparatus exceeds 150 ft (45 m). [**303:**6.4.1]
7) Provide current flow test data from the closest (2) hydrants.

Plat Review

Reviewer: Rick Geiberger @ 850-595-3458
Rick_Geiberger@co.escambia.fl.us

1. Contact reviewer for comments

Please contact each reviewer to schedule an appointment.

HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

REC'D NOV 24 2015

November 16, 2015

Escambia County Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: **Redfish Harbor PUD**
HEI Project No. 15-035
Response to Comments

Rick Gieberger:
I have changed the address of Redfish Harbor to the address to 13900 Innerarity Point Road on Cover sheet.

Jason Walters:
1. We have drawn in a 1' non-access easement.
2. We have included 35' sight triangle on all lots were applicable.
3. We have noted 5' sidewalks in several places.
4. The subdivision will not be gated at this.

Roza Sestnov:
1. Noted
2. We are not opposed to placing the wetlands we do not intend to impact in a conservation easement. The only proposed impacts will be for access to the water via elevated walkways. In return for the easement, we expect Escambia County to waive the stormwater attenuation requirement for this project.
3. The PUD plans are conceptual. So is the stormwater management plan. Positive discharge is clearly available for the project. It is not appropriate for us to indicate easements and discharge routes on a conceptual plan that may not be required once the actual design is completed. Consider this, the soils on-site are sands, we are not going to have to provide attenations, we are proposing shallow ponds and vegetative natural buffers to provide treatment. It's possible the ponds would not need a positive discharge.
4. Attached is a copy of the conceptual stormwater management plan.
5. We have revised the roadway cross section accordingly.
6. There is nothing to clarify at this point, there has been no pond design which would give us the depth.
7. Noted
8. Noted
9. Noted
10. We will send letters to the utility providers if this concept plan gets approved by the BOCC and we submit the preliminary plat/construction plans.
11. Noted
12. Noted
13. Noted
14. We have added the notes to the plans.
15. Noted
16. Noted
17. We will indicate Street Names at the appropriate time, not on a conceptual plan. We added the other requested revisions.

3802 NORTH "S" STREET PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

18. Done
19. Noted
20. Noted
21. Noted

Terry Williams:
1. I have changed the wording for Building Requirements for HDR about the Side Yard Setback from "whichever is greater" to whichever is less, but at least 5 feet.
2. I have defined and leader lined the buffering to have various widths and provided what the average width will be.

Joe Quinn:
1. Not proposing anything less than 20'. Our cross section detail has description of how the road will be developed.
2. Fire flow test will be acquired when we go to construction plans.
3. Would you like for me to add this to my notes on the plans?
4. Would you like for me to add this to my notes on the plans?
5. I have provided an attachment showing dimensions of the water supply being less than 100'.
6. I have provided a dry standpipe systems along the pier.
7. We will do a fire flow test when we go to construction plans.

From: Keith Johnson [mailto:keith@wetlandsciences.com]
Sent: Thursday, November 19, 2015 2:56 PM
To: Bradley D Bane; Timothy R. Day; Andrew D. Holmer
Subject: Redfish Harbor PUD Pre-Plat

Tim, Brad, and/or Drew,

The following e-mail is in response to the plan reviewer comments from Brad Bane dated November 4, 2015. For ease of review I will respond to each comment in the order presented.

Brad #1. Current Environmental "Site Specific Survey" for the sites, the proposed plat & the survey show different wetland delineation dates & upland vs. wetland areas; please clarify

Response: WSI has revised the Site Specific Survey (See attached). Our initial review left out an upland island centrally located within the existing wetland community. Our firm did not originally identify this feature as the proposed development plan completely avoided this area.

Brad #2. As such, ALL "Environmentally sensitive lands" (per LDC 3.00.00 definition) & their boundaries shall be revised & labeled accordingly to scale on all revised plats as derived from the most current & ACCURATE s.s. survey.

Brad # 3. Provide accurate wetland buffer dimensions/ widths. Provide buffer average if such is being proposed.

Response to #2-3: The plans were revised. The wetland buffer is labeled and hatched. Specific dimensions were added. The Estuarine Protection Zone was added to the plans. With the exception of lots 2-4 a buffer with a min width of 25-ft is proposed throughout. Within lots 2-4 the buffer will be a minimum of 10-ft. Since the buffer within these lots is less than what is prescribed by code (15-ft.), secondary wetland impacts are depicted on the plan. The proposed secondary wetland impacts are 325 sq. ft. This represents the wetland area not afforded a buffer with a minimum width of 15-ft. Additional uplands will be preserved located upland of the county's 25-ft buffer requirement. The existing buffer area without the development is 44,406.65 sq. ft. With the development the buffer is 47,745 sq. ft. The "with development" scenario is greater since there will be additional uplands beyond the 25-ft. requirement to be preserved. These calculations are summarized in a table that is located in the upper right hand corner of the pre-plat submittal (labeled "On-Site Wetlands Information Table"). In addition, the remaining wetlands (16.36 acres) on the site will be protected via a conservation easement. The easement will be worded so that it will allow at least one elevated boardwalk within the common property to access the waterfront. I have not taken the time to prepare a UMAM effect assessment

since the proposed preservation of both uplands/wetlands far outweigh the secondary impact of 325 sq. ft. of wetlands by virtue of a reduced buffer. The plan completely avoids primary impacts to wetland resources.

Brad #4. As shown, 82 lots are proposed in uplands & 22 lots are proposed containing both uplands & vast expanses of Jurisdictional Wetlands. The 22 lots, or some combinations of the 22 lots, shall be redesigned to exclude all Wetlands & Wetland buffers. There is sufficient uplands to plat along Wetlands & their required Wetland buffers under LDC 7.13.03 N./N3 to accomplish this as code further addressees this requirement under LDC 7.13.03 C ("provide written demonstration...that impacts have been avoided to the maximum extent possible..", LDC 7.13.04 "Clustering of Wetlands away from Wetlands & Environmentally sensitive lands", & other codes.

Response: The applicant desires to have lots platted to the mean high water line. During the adoption of the most recent land development code assurances were provided to both the planning board and board of county commission that lot boundary lines could extend into wetlands so long as sufficient buildable uplands exists. There is sufficient uplands within each of the proposed lots whereas primary wetland impacts will not be required. The applicant will record a conservation easement in favor of Escambia County preserving and protecting the post development upland buffers and wetlands. Clustering is not required.

Brad #5. Mitigation proposals & plans per current code for all wetland impacts; Conservation Easements will likely be required.

Response: The applicant will record a conservation easement in favor of Escambia County within the post development upland buffer and wetland areas.

Brad #6. Clarify code provisions for clustering away from Wetlands.

Response: The proposed plan does not require clustering.

Brad #7. Clarify "Common pier...access" in narrative & "proposed shared dock easement (typical)" on plat on & for each lot, as they relate to the subdivision & as only 1 boardwalk on east side of lots is shown on the proposed site plans (a "dock" would be "...a structure waterward of the MHWL"... which is not currently shown on SP). As previously discussed but not clarified from our Pre-App. discussions, **will DEP allow the numerous impacts to wetlands as proposed for the individual boardwalks &/or dock structures behind these lots?** Some preliminary clarification from them &/or ACOE is needed due to potentially large amount of impacts to wetlands & surface waters under these agencies' jurisdiction.

Response: The common pier easements were removed from the plans. A common dock within the common parcel that is riparian to Bayou Garcon will remain. The removal of the common pier easements from the plan should address this concern.

Brad #8. Applications made ASAP to other additional Jurisdictional agencies for Wetland/ESL impacts is strongly encouraged as their requirements will likely shape the development proposal(s) as well.

Response: We cannot make application to other agencies until we have approval of the PUD. This process is subject to review of both the Planning Board and Board of County Commission. ERP application requires full civil construction plans. This requires a significant expenditure of capital and would be all for not if the PUD is not approved. Let us determine the appropriate critical path.

Brad #9. Please read all applicable codes carefully, apply to site plans, & respond to comments in writing. Additional comments & standards may apply upon resubmittal. Thank you

Response: We have read what we believe to be the applicable codes and carefully I might add. Please consider this our response to your comments.

This concludes our response to the plan reviewer comments. I would like to expand on a lingering issue associated with the previous clearing of upland/wetland communities without prior authorization. In our response to the notice of violation, our firm summarized the historical conditions of the subject property and the indirect ecological benefits of the clearing activity. To briefly summarize and for the record, the property owner cleared approximately 5.13 acres of forested wetlands. There are two distinct ecological communities located within the wetlands which include wet flatwoods and emergent tidal marsh. A possible third ecological community, shrub bog, may have been located in between the delineated wetland boundary and a small upland island which is centrally located within the wetland community. Forestry mowing activities largely occurred within the wet flatwoods located landward of the emergent tidal marsh. The distinction between both communities is clearly evident on the sketch depicted on the aerial photograph taken in 1958. It is clearly obvious in this photograph that the community once consisted of an open canopy of scattered pine with a dense groundcover of hydrophytic herbs and shrubs. This can be discerned through signatures noted in the 1958 aerial photograph. I have included an original copy of the photograph so these signature can be clearly observed.

It is commonly understood that the most important physical factor of wet flatwoods is fire. In pre-Columbian times natural fires occurred every 3 to 5 years. The animal and plant community of wet flatwoods are dependent on these periodic fires. In the absence of periodic fires this community transitions into a hardwood/shrub dominated forest that over time develops a canopy, subcanopy that eventually will eliminate any existing groundcover.

As noted in the sketch that depicts the site over an aerial photograph taken in 2014, the absence of fire has clearly caused a dramatic increase in the coverage of canopy, subcanopy, and shrubs within the wet flatwood community located on the subject property. Photographic signatures within this photograph indicate a dense coverage of canopy, thick shrubby understory and little or no groundcover. This is typical of a fire suppressed wet pine flatwood.

The forestry mowing machine used by the respondent is designed to leave soil structure and the root system of neighboring canopy trees intact. This is a management practice often used to mimic prescribed burning. In areas not suitable for prescribed burning, forestry mowing is most logical management technique. The benefits of forestry mowing include the reduction of hazardous fuels, invasive species control, restoration and improvement of natural forest conditions, promotion of seed germination and flowering, and improved wildlife habitat. This is a management technique often used to enhance forested wetland communities that are fire suppressed.

Certainly there is a small area where mowing activities extended into what is currently and was historically a shrub bog. This community was largely devoid of canopy trees but contained a dense understory of buckwheat (*Cliftonia monophylla*), swamp cyrilla (*Cyrilla racemiflora*), and juvenile sweetbay (*Magnolia virginiana*). The mowing merely cut down and mulched existing buckwheat (*Cliftonia monophylla*), swamp cyrilla (*Cyrilla racemiflora*) large leaf gallberry (*Ilex coriacea*), gallberry (*Ilex glabra*), and bamboo vine (*Smilax laurifolia*). Coppice sprouts are already beginning to develop on the sides of the cut stumps. This is a similar response to natural fire.

In my professional opinion, the owner inadvertently enhanced the historic wet flatwoods located in the subject property. The overall ecological improvement of the property by forestry mowing certainly outweighs the minimal rutting and deposition of chipped wood within the subject property. The removal of any woody debris left by the forestry mowing activities would in my opinion further impact the property. This is an activity that the owner wishes to continue and expand. The owner would like to continually conduct forestry mowing/shrub reduction within the forested component of the 16.36 acre wetland located within the subject property. Mowing would exclude the emergent tidal marsh area. The intent is to reduce shrub and woody growth, to reduce the fuel load of

the existing area, and promote an appropriate herbaceous stratums. The mowing activity will be conducted using a low pressure rubber tracked ASV loader or equivalent. The ASV will be attached with equipment that will allow for the clearing of trees and shrubs. Any excess debris created from the mowing activities shall be removed from the on-site wetland area or burned in place. All stumps and root masses shall be left in place. All machinery shall avoid any areas too wet that cannot be cleared without rutting the underlying ground surface. Any disturbance to onsite wetland soils will be restored. Restoration shall include, but is not limited to, restoring any disturbed areas or rutting to elevations that existed prior to the described activities.

The areas subject to the mowing activities will be monitored at least once yearly during the growing season to evaluate the presence of plant species identified in the Florida Exotic Pest Plant Council Category 1 and 2 list (E&N species). Any E&N species identified during the growing season inspection will be treated with appropriate herbicides.

I've been asked have the plan reviewer comments addressed before Friday to meet specific planning board and county commission meetings planned the future. I believe this comprehensive response should satisfactorily address all of the comments. If not please let me know ASAP. I would be happy to meet any time to facilitate this request.

Respectfully,

Keith Johnson

Wetland Sciences, Inc.

3308 Gulf Beach Hwy

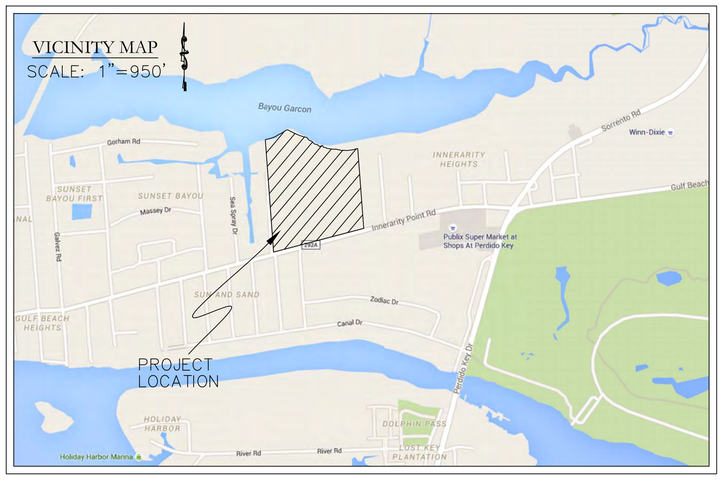
Pensacola, FL 32507

Tel: 850.453.4700

A PREMILINARY PLAT OF
REDFISH HARBOR

A 92 LOT PLANNED UNIT DEVELOPMENT
SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST
ESCAMBIA COUNTY, FLORIDA
ZONED: HDR
FUTURE LAND USE: MU-S
NOVEMBER 2015

PARCEL #1: 14-3S-32-1000-040-002
PARCEL #2: 14-3S-32-1000-050-002
13900 INNERARITY POINT ROAD



PREPARED BY

HAMMOND ENGINEERING, INC.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
(850) 434-2603

1. COVER SHEET
2. PRELIMINARY PLAT
3. MASTER PLAN
4. DRAINAGE PLAN
5. UTILITY PLAN

SURVEYING BY

MERRILL PARKER SHAW, INC.
4928 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

OWNER/DEVELOPER

REDFISH HARBOR, LLC
106 STONE BLVD.
CANTONMENT, FL 32533
(850) 968-0991

11"x17" SCALE 1" =200'
24"x36" SCALE 1" =100'

PRELIMINARY PLAT OF

REDFISH HARBOR PUD SUBMITTAL

A PROPOSED PLANNED UNIT DEVELOPMENT OF A PORTION OF A SUBDIVISION RECORDED IN DEED BOOK 5576, PAGE 789 LYING IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST ESCAMBIA COUNTY, FLORIDA
ZONED: HDR, FUTURE LAND USE: MU-S
NOVEMBER 2015

MERRILL PARKER SHAW, INC.
4928 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

HAMMOND ENGINEERING, INC.
THOMAS G. HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FLORIDA 32505
PHONE (850) 434-2603
FAX (850) 434-2650

DESCRIPTION:

(OFFICIAL RECORDS BOOK 5576, PAGE 789)
29.59 ACRES OF THE PARCEL DESCRIBED BELOW.
BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD (COUNTY ROAD NO. 297-50' R/W) AND THE EASTERLY RIGHT-OF-WAY OF JAPONICA AVENUE (50' R/W); THENCE GO NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 921.89 FEET TO A POINT AT THE NORTHERLY END OF JAPONICA AVENUE; THENCE CONTINUE NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG AN EXTENSION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 249.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG SAID EXTENCION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 179 FEET MORE OR LESS TO THE SHORELINE OF BAYOU GARCON; THENCE MEANDER EASTERLY ALONG SAID SHORELINE A DISTANCE OF 1180 FEET MORE OR LESS TO AN INTERSECTION WITH SAID SHORELINE AND THE EAST LINE OF LOT 4, INNERARITY HEIGHTS AS RECORDED IN DEED BOOK 102 AT PAGE 308, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE OF LOT 4 A DISTANCE OF 139.00 FEET MORE OF LESS TO A POINT LYING SOUTH 86 DEGREES 19 MINUTES 03 SECONDS EAST A DISTANCE OF 1094.76 FEET FROM THE AFORMENTIONED POINT "A"; THENCE CONTINUE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE OF LOT 4 A DISTANCE OF 900.50 FEET OT THE NORTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD (COUNTY ROAD NO. 297 - 50' R/W); THENCE GO SOUTH 79 DEGREES 38 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1113.18 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PROTION OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

DENOTES:

- ◓ – 1/2" CAPPED IRON ROD, NUMBERED 5903 (FOUND)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 6499 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- R/W – RIGHT-OF-WAY
- (D) – DEED INFORMATION
- (F) – FIELD INFORMATION
- WV – WATER VALVE/METER
- FH – FIRE HYDRANT
- PP – POWER POLE
- GA – GUY ANCHOR
- OHE – OVERHEAD ELECTRIC
- 17.5 – CONTOUR LINE AND ELEVATION
- 17.5 – SPOT ELEVATION
- BM – BENCHMARK IN VICINITY
- – 4' CHAIN LINK FENCE

WETLAND JURISDICTION LINE TABLE

LINE	BEARING	LENGTH
L1	S70°22'37"E	52.06'
L2	N44°42'33"E	27.72'
L3	S05°26'14"W	27.01'
L4	S57°01'01"E	38.42'
L5	S52°27'00"E	75.06'
L6	N73°31'07"E	13.73'
L7	N22°48'54"E	18.20'
L8	N77°59'30"E	33.94'
L9	S76°43'19"E	21.30'
L10	S78°07'15"E	50.29'
L11	N43°05'07"E	29.23'
L12	S86°42'26"E	42.18'
L13	N51°57'39"E	14.72'
L14	N83°11'40"E	20.16'
L15	S37°18'40"E	25.49'
L16	S18°46'10"W	26.71'
L17	N86°58'34"E	50.86'
L18	N61°40'17"E	51.70'
L19	N29°48'17"E	17.11'
L20	S88°18'40"E	51.73'
L21	N85°29'48"E	59.28'
L22	N75°45'55"E	40.82'
L23	N47°45'14"E	34.99'
L24	N60°04'03"E	66.40'
L25	N41°48'56"E	40.98'
L26	N89°08'57"E	37.26'
L27	N69°45'57"E	57.03'
L28	S69°34'33"E	34.07'
L29	N89°22'01"E	53.13'
L30	N66°26'05"E	34.93'
L31	N61°24'14"E	63.49'
L32	N84°03'31"E	52.73'
L33	N74°05'41"E	25.66'

CORPS/FDEP WETLANDS
712,501.41 SF – 16.36 ACRES

PROPOSED WETLAND BUFFER
28,635.78 SF – 0.66 AC

UTILITIES NARRATIVEPOTABLE WATER:

POTABLE WATER:
AFTER RECEIVING ERP, ECUA AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONNECT TO EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTING ALL NECESSARY UNDERGROUND WATER MAINS, VALVES AND FIRE HYDRANTS TO SERVE THIS DEVELOPMENT, UPON COMPLETION, THE ENTIRE SYSTEM WILL THEN BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

SANITARY SEWER:
AFTER RECEIVING ERP, ECUA AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTION OF PRIVATE LOW PRESSURE SYSTEMS TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM LOCATED WITHIN THE RIGHTS OF WAYS AND EASEMENTS WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

STORM SEWER:
AFTER RECEIVING ERP AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONSTRUCT ALL NECESSARY STORMWATER MANHOLES, PIPES AND STORMWATER PONDS TO SERVE THIS DEVELOPMENT. THE ENGINEER WILL DESIGN THE STORM DRAINAGE SYSTEM TO COMPLY WITH ESCAMBIA COUNTY SUBDIVISION AND STORMWATER ORDINANCES. UPON COMPLETION, THE ENTIRE SYSTEM WILL TURNED OVER TO THE COUNTY FOR OWNERSHIP AND MAINTENANCE INCLUDING THE DETENTION PONDS.

ELECTRIC, GAS, TELEPHONE & TV CABLE:
THESE SERVICES TO BE INSTALLED AND MAINTAINED BY THE APPROPRIATE UTILITY COMPANY.

UTILITIES INFORMATIONELECTRIC:

ELECTIC: GULF POWER COMPANY
9220 PINE FORREST ROAD
PENSACOLA, FLORIDA 32534
(850) 484-5770

NATURAL GAS: ENERGY SERVICES OF PENSACOLA
1625 ATWOOD DRIVE
PENSACOLA, FLORIDA 32514
(850) 474-5300

SANITARY SEWER: EMERALD COAST UTILITIES AUTHORITY
9300 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 969-3310

TELEPHONE: BELL SOUTH
418 WEST GARDEN STREET
PENSACOLA, FLORIDA 32501
(850) 436-1616

TV CABLE: COX COMMUNICATIONS
2205 LA VISTA AVENUE
PENSACOLA, FLORIDA 32504
(850) 477-2695

WATER: EMERALD COAST UTILITIES AUTHORITY
9300 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 969-3310

MEAN HIGH WATER LINE TABLE

LINE	BEARING	LENGTH
L34	N77°00'42"E	76.94'
L35	N68°54'32"E	62.79'
L36	N46°22'30"E	11.34'
L37	N64°12'29"E	78.74'
L38	N56°43'06"E	43.23'
L39	N73°28'45"E	23.40'
L40	S58°52'33"E	36.95'
L41	S62°22'04"E	91.60'
L42	S68°19'44"E	47.98'
L43	S73°13'21"E	70.90'
L44	N39°14'47"W	41.43'
L45	S68°37'16"E	26.99'
L46	S45°13'14"E	51.80'
L47	S76°30'58"E	34.63'
L48	S47°52'39"E	36.20'
L49	N71°25'47"E	37.61'
L50	S26°21'36"E	22.99'
L51	S72°03'32"E	48.42'
L52	S79°47'11"E	71.94'
L53	N88°27'01"E	31.47'
L54	S75°28'25"E	62.70'
L55	S88°36'00"E	42.65'
L56	S83°49'12"E	32.24'
L57	N84°09'30"E	76.66'
L58	N69°37'42"E	29.50'
L59	N85°24'53"E	21.97'



GENERAL NOTES:

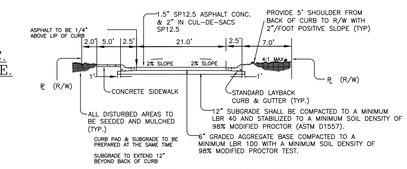
1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S02°51'58"E ALONG THE EAST LINE OF THE SUBJECT PROPERTY ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE NORTH, NORTH AMERICAN DATUM 1983(07).
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY MERRILL PARKER SHAW, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
5. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO 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 TRANSACTIONS. 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. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
9. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE TRIMBLE VRS NOW NETWORK GPS OBSERVATION.
10. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON HAS BEEN ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 3358.
12. THIS MEAN HIGH WATER LINE SURVEY HAS BEEN FILED AT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY'S BUREAU OF SURVEYING AND MAPPING PUBLIC REPOSITORY, AS MEAN HIGH WATER SURVEY FILE NUMBER _____.
13. THE PROPERTY AS SHOWN HEREON IS SITUATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION 5 FEET, FLOOD ZONE X (AREAS INSIDE THE 0.2% CHANCE ANNUAL FLOOD) AND FLOOD ZONE X (AREAS INSIDE THE 0.2% CHANCE ANNUAL FLOOD). AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C 0508G, REVISED SEPTEMBER 29, 2006. ESCAMBIA COUNTY FLOOD PLAIN MANAGEMENT REQUIRES A THREE FOOT FREEBOARD BEYOND THE BASE FLOOD ELEVATION.

SITE REQUIREMENTS:

TOTAL SITE AREA: 1,288,930.88 SQUARE FEET, 29.59 ACRES
WETLAND AREA: 712,501.41 SQUARE FEET, 16.36 ACRES
UPLAND AREA: 576,429.47 SQUARE FEET, 13.23 ACRES
NUMBER OF LOTS: 92
LOT DENSITY: 3.10 UNITS PER ACRE

On-Site Wetlands Information Table

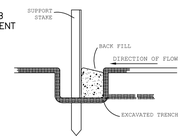
Item	Pre-Project (Acre)	Primary Impact (Acre)	Secondary Impact (Acre)	Preservation	Post-Project (Acre)
Project Parcels	29.59				29.59
Total Corps/DEP/Esc Co Wetlands	16.360	0.000	0.007	16.360	16.36
Total Uplands	13.230			1.10	13.23
Total Esc. Co. Wetland Buffer	1.02	0.072		1.10	1.10



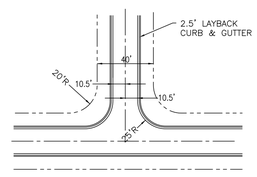
TYPICAL STREET AND GUTTER STREET CROSS-SECTION

NOTE: UNDERCUTTING OF UNSUITABLE SOILS TO AN ADEQUATE DEPTH AND BACKFILLING WITH CLEAN COARSE SAND MAY BE NECESSARY. UNDERCUTTING THE ROAD CAN BE AN IN-FIELD DECISION. CONTRACTOR SHALL COORDINATE DECISION WITH ENGINEER OF RECORD.

NOTE: IN THE EVENT THAT MORE THAN THE 12" OF SUBGRADE FILL IS REQUIRED, PLACE FILL IN UNIFORM 10-- TO 12--INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY. THE TOP 12" OF FILL BENEATH FLEXIBLE PAVEMENT AREAS SHOULD BE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY.



SILT FENCE DETAIL
N.T.S.



INTERSECTION DETAIL
N.T.S.

EROSION & SEDIMENT CONTROL NOTE:

THE DEVELOPER SHALL REQUIRE THE CONTRACTOR, AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT, TO PROVIDE AND MAINTAIN THE NECESSARY EARTH BERMS, HAY BALES, PONDING AREA, SILT FENCES AND SEDIMENTATION CONTROLS ALONG THE STREET RIGHTS-OF-WAY, EASEMENTS AND STORMWATER AREA TO CONTROL AND PREVENT EROSION RESULTING FROM INCREASED RUNOFF DUE TO CONSTRUCTION. EROSION AND SEDIMENTATION CONTROLS SHALL BE ESTABLISHED TO MEET OR EXCEED LOCAL, STATE AND FEDERAL REQUIREMENTS.

NOTES:

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
2. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE DEVELOPER/CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION.
3. DEVELOPER/CONTRACTOR/HOME OWNERS ASSOCIATION SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND AT THE AND OF THE 2 YEAR WARRANTY PERIOD.
4. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTED FINAL INSPECTION.
5. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN COUNTY ACCEPTANCE OF IMPROVEMENTS.
6. REFERENCE SHEET 4, MASTER DRAINAGE PLAN, FOR CONTOUR LINES.
7. REFERENCE SHEET 1, COVER, FOR VICINITY MAP.

NOTES:

ALL ROAD AND STORMWATER IMPROVEMENTS ARE TO REMAIN PRIVATE. NOTHING PROPOSED IN THIS PROJECT WILL BE DEEDED OVER TO ESCAMBIA COUNTY FOR OWNERSHIP AND MAINTENANCE. A HOME OWNERS ASSOCIATION WILL BE FORMED AND WILL BE RESPONSIBLE FOR MAINTENANCE OF SAID IMPROVEMENTS. COVENANTS AND RESTRICTIONS ADDRESSING THESE ISSUES WILL BE RECORDED AT FINAL PLAT.

NOTE:

DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY.

PROPERTY VARIANCES & BUILDING REQUIREMENTS

LDC STANDARDS BASED ON HDR ZONING	PROPOSED VARIANCES
BUILDING SETBACK LINES: MINIMUM FRONT YARD OF 20' MINIMUM REAR YARD OF 15'	BUILDING SETBACK LINES: FRONT YARD REDUCED TO 15' REAR YARD REDUCED TO 10'
R/W WIDTH: MINIMUM WIDTH OF 50'	R/W WIDTH: WIDTH REDUCED TO 40'

BUILDING REQUIREMENTS FOR HDR ZONE.

- LOT COVERAGE: MINIMUM PERVIOUS LOT COVERAGE OF 20 PERCENT (80 PERCENT MAXIMUM SEMI-IMPERVIOUS AND IMPERVIOUS COVER) FOR ALL USES.
- LOT WIDTH: A MINIMUM LOT WIDTH OF 20 FEET AT THE STREET RIGHT-OF-WAY FOR CUL-DE-SAC LOTS AND 40 FEET FOR ALL OTHER LOTS, AND A MINIMUM WIDTH OF 40 FEET AT THE FRONT BUILDING LINE FOR ALL LOTS.
- FRONT AND REAR YARD: FRONT, TWENTY FEET AND REAR, FIFTEEN FEET.
- SIDE YARD: ON EACH SIDE, TEN FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS LESS, BUT AT LEAST 5 FEET.
- BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 120 FEET ABOVE HIGHEST ADJACENT GRADE UNLESS OTHERWISE PRESCRIBED BY USE.

PROPOSED AMENITIES

PARCEL A: 1.05 ACRES

- PRIVATE PARK THAT INCLUDES A BASKETBALL COURT, TENNIS COURT, SWIMMING POOL, PICNIC TABLES WITH BBQ GRILLS, ENHANCED LANDSCAPING AND SIDEWALK
- PLAYGROUND WITH SWING SET AND GAZEBO FOR FAMILY FUNCTIONS
- LIGHTING TO BE INSTALLED THROUGHOUT THE DEVELOPMENT
- PRIVATE PIER TO WATERWAY WITH COVERED DECK

NOTES:

1. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (904) 595-3434. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
2. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN RIGHT-OF-WAY: 1-800-432-4770.
3. THE DEVELOPER/ CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN A CODE ENFORCEMENT VIOLATION.
4. ALL DISTURBED AREAS WHICH ARE NOT TO BE PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
5. IF SEED IS USED FOR STABILIZATION, BAHIA SEED (OR EQUAL) SHALL BE INCLUDED IN ANY WINTER RYE MIX TO INSURE CONTINUED GROWTH AFTER WINTER MONTHS.
6. TO COMPLY WITH NPDES REQUIREMENTS, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
7. THERE ARE NO HERITAGE OR CHAMPION TREES ON SITE.
8. ALL ROAD AND STORMWATER IMPROVMENTS ARE TO REMAIN PRIVATE. NOTHING PROPOSED IN THIS PROJECT WILL BE DEEDED OVER TO ESCAMBIA COUNTY FOR OWNERSHIP AND MAINTENANCE. A HOME OWNERS ASSOCIATION WILL BE FORMED AND WILL BE RESPONSIBLE FOR MAINTENANCE OF SAID IMPROVEMENTS. COVENANTS AND RESTRICTIONS ADDRESSING THESE ISSUES WILL BE RECORDED AT FINAL PLAT.
9. THE RESIDENCE (NOT SHOWN) LOCATED ON PROPERTY IS TO BE DEMOLISHED BEFORE THE START OF THIS PROJECT.
10. TOTAL SITE SIGN AREA IS LIMITED TO TWO (2) IDENTIFICATION SIGNS PER RESIDENTIAL SUBDIVISION OR DEVELOPMENT ENTRANCE. SIGNAGE SHALL MAINTAIN A MAXIMUM 32 SF IN AREA, A MAXIMUM 6 FEET FROM GRADE IN HEIGHT AND A MINIMUM 10 FEET SETBACK FROM THE RIGHT-OF-WAY. THE SIGN MUST MAINTAIN VISUAL CLEARANCE ALONG RIGHT-OF-WAYS AND AT INTERSECTIONS. A VALID ESCAMBIA COUNTY SIGN PERMIT MUST BE OBTAINED PRIOR TO ERECTING, CONSTRUCTING, ALTERING, OR RELOCATING ANY SITE SIGNAGE.
11. DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY.

NO.	DATE	REVISIONS
1.	11-18-15	AS PER ESCAMBIA COUNTY

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE USED IN WHOLE OR PART FOR ANY PROJECT OTHER THAN THAT FOR WHICH IT IS PREPARED AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH "S" STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

PRELIMINARY PLAT OF
REDFISH HARBOR
PRELIMINARY PLAT
ESCAMBIA COUNTY FLORIDA

DRAWN BY: TGH/ABS
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 10/2015
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

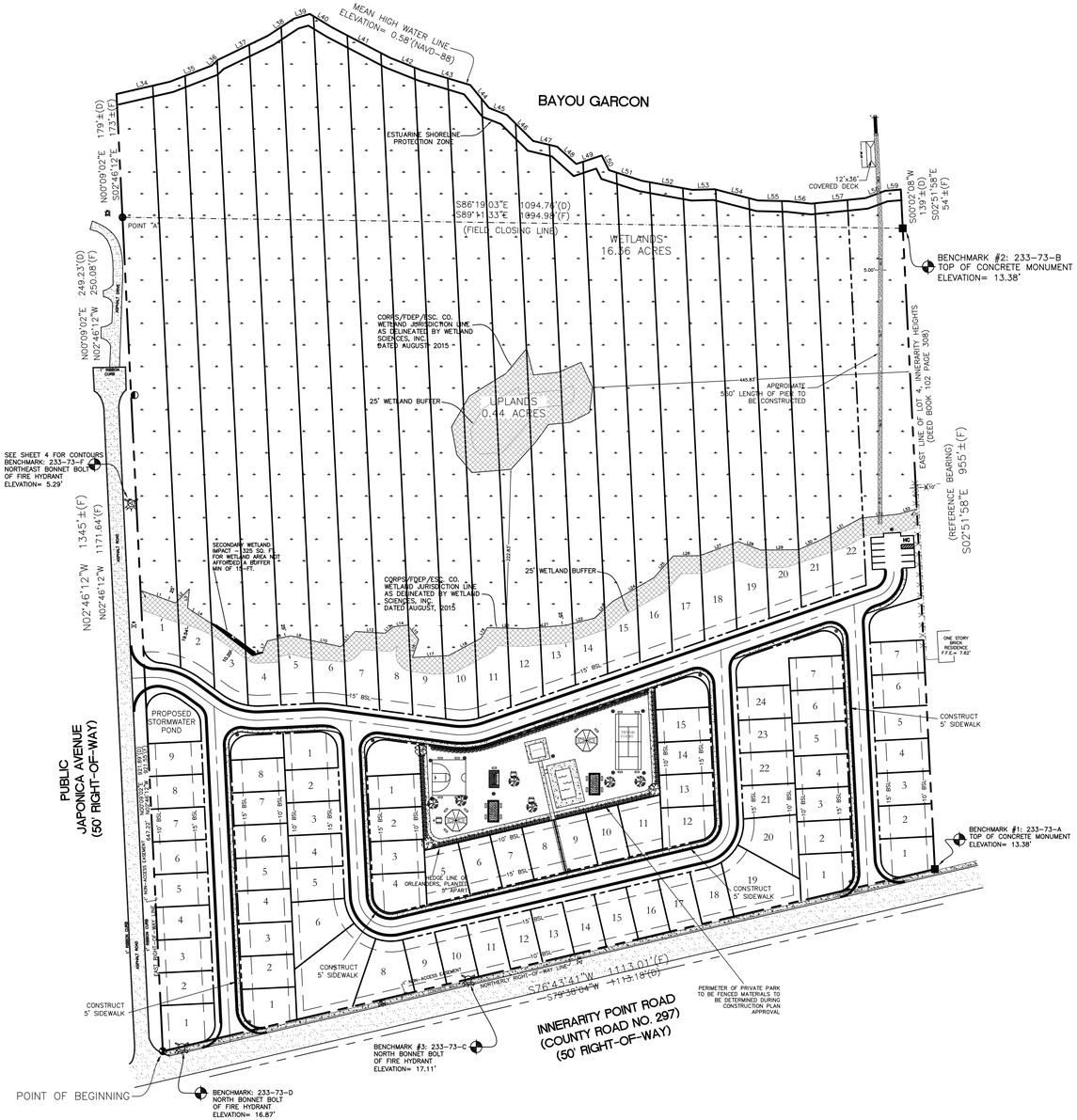
PROJECT NO: 15-035

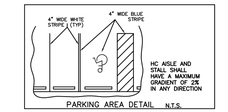
SHEET: C2

11"x17" SCALE 1" =200'
24"x36" SCALE 1" =100'

DENOTES PROPOSED LIGHTING
FINAL LIGHTING DESIGN TO BE DETERMINED DURING CONSTRUCTION PLAN APPROVAL

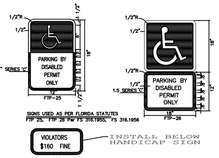
NOTE:
–CONSTRUCTION OF PERMANENT STRUCTURES FOUND IN COMMON AREAS IS TO BE COMPLETED PRIOR TO FINAL PLAT APPROVAL.
STRUCTURES INCLUDE:
- BASKETBALL COURTS
- PLAYGROUNDS
- COMMON AREA LIGHTING
- 5' CONCRETE SIDEWALK
- GAZEBO
- SWIMMING POOL
- BATHROOMS





PARKING AREA DETAIL N.T.S.

HANDICAP PARKING SPACE TO CONSTRUCTED IN ACCORDANCE TO FDOT ROADWAY AND TRAFFIC DESIGN STANDARD 17346



NOTES:
1. Top portion of FTP 25 & 26 shall have a reflective blue background with white reflective symbol and border.
2. Bottom portion shall have a reflective white background with black opaque legend and border.
3. FTP 25 & 26 may be fabricated on one panel or two.
4. FTP 25 may be substituted for the FTP 26 in areas where space is limited.
5. Signs are to be mounted at standard height. (7' from pavement to bottom of sign).

N.T.S.

HANDICAPPED PARKING SIGN DETAIL

REVISIONS

NO.	DATE	
1.	11-18-15	AS PER ESCAMBIA COUNTY

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 5TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

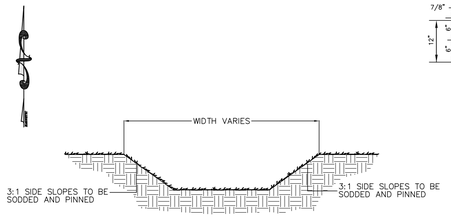
PRELIMINARY PLAT OF
REDFISH HARBOR
MASTERPLAN
ESCAMBIA COUNTY FLORIDA

DRAWN BY: TGH/ARS
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 10/20/15
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 15-035

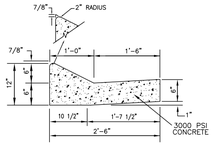
SHEET: C3

11"x17" SCALE 1" =200'
24"x36" SCALE 1" =100'

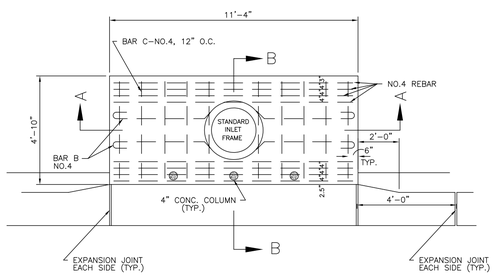


STORMWATER DETENTION POND
TYPICAL X-SECTION

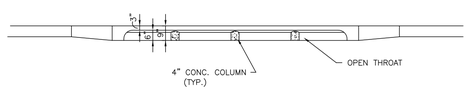
NOTE: THE ENTIRE BANK SLOPE SHALL BE GRASSED IN A MANNER THAT GUARANTEES HEALTHY GROWTH OF GRASS (FREE FROM NOXIOUS WEEDS) SUCH AS PANGALA, ARGENTINE BAHIA, BERMUDA, CENTIPEDE OR OTHER SUITABLE GRASS.



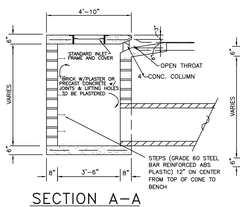
LAYBACK CURB DETAIL
N.T.S.



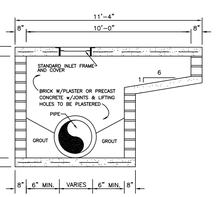
TYPE "A" DROP INLET DETAIL
N.T.S.



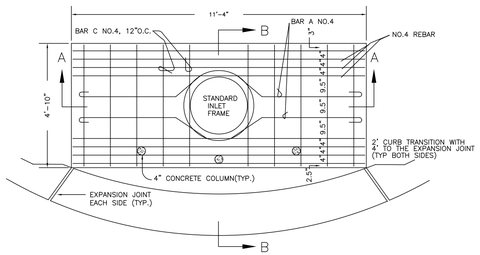
TYPE "A" DROP INLET ELEVATION
N.T.S.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



TYPE 'A-1' DROP INLET DETAIL

NOTES:
1. CONTRACTOR SHALL MAINTAIN AND INSPECT EROSION CONTROL DEVICES IN ACCORDANCE TO THE STORMWATER POLLUTION PREVENTION PLAN.
2. CONSTRUCTION ACTIVITIES ARE LIMITED TO ROADS, PONDS, AND EASEMENTS.
3. THE PROPOSED PONDS SHALL BE UTILIZED FOR STORMWATER DETENTION AND TEMPORARY SEDIMENT
4. THE PROPOSED PONDS SHALL BE CONSTRUCTED FOLLOWING CLEARING AND GRUBBING OF R/W'S EASEMENTS ETC. AND PRIOR TO UTILITY INSTALLATION.
5. ALL DRAINAGE EASMENTS, PUBLIC AND PRIVATE, SHALL REMAIN UNOBSTRUCTED.

NOTE: ON SITES > 1 ACRE, IF > 1 CONTIGUOUS ACRE IS DECLARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITHIN 10 WORKING DAYS ON THE PORTION OF THE SITE UPON WHICH FURTHER ACTIVE CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS.

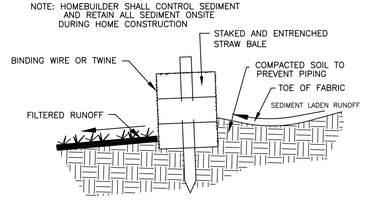
NOTE: ALL WORK SHALL BE DONE IN ACCORDANCE TO THE PROJECT SPECIFICATIONS. WHERE SPECIFICATIONS OVERLAP (WATER, SEWER, ETC.), THE CONTRACTOR SHALL COMPLY WITH THE MOST STRINGENT SPECIFICATION.

NOTE: TO COMPLY WITH NPDES REQUIRMENTS, EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.

NOTE: ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

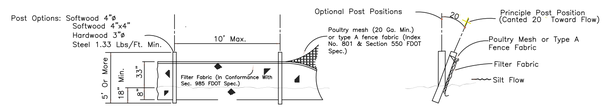


NOTE: HOMEBUILDER SHALL CONTROL SEDIMENT AND RETAIN ALL SEDIMENT ONSITE DURING HOME CONSTRUCTION

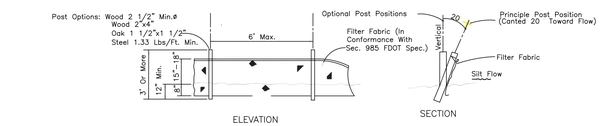


NOTE: INSTALL SILT FENCE AS DETAILED. INSTALL HAYBALES ALONG UPSTREAM SIDE OF SILT FENCE WITH BINDING STRINGS OR WIRE RUNNING PARALELL TO THE GROUND.

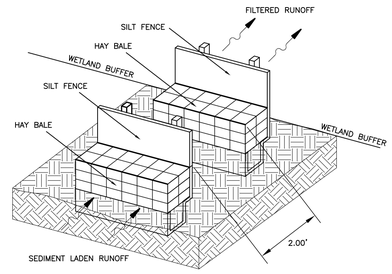
DETAIL OF PROPERLY INSTALLED STRAW BALE
NOT TO SCALE



TYPE IV SILT FENCE



TYPE III SILT FENCE



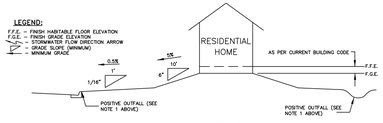
DETAIL OF DOUBLE INSTALLED HAY BALE & SILT FENCE
NOT TO SCALE

HOMEBUILDER NOTES:
1. INSTALL SILT FENCE ALONG ALL DOWN GRADIENT LOT BOUNDARY LINES.
2. PROVIDE 12" WIDE, 4" THICK, FOOT #1 AGGREGATE CONSTRUCTION ACCESS DRIVE ON EACH LOT PRIOR TO COMMENCEMENT OF HOUSE CONSTORUCTION.
3. FENCES SHALL BE INSTALLED IN A MANNER WHICH SHALL NOT IMPEDE STORMWATER FLOW.

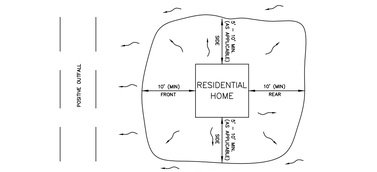
MINIMUM STANDARDS FOR TYPICAL RESIDENTIAL GRADING CONTROL PLAN

NOTES:
1. A POSITIVE DRAINAGE OUTFALL IS A CONVEYANCE SYSTEM (DRAINAGE EASEMENT, ROADWAY WITH A DRAINAGE SYSTEM ~ CURB & GUTTER, OR DITCH) WHICH CONTAINS, CONTROLS, AND TRANSMITS STORMWATER RUNOFF TO A CREEK, STREAM, RIVER, BAY, GULF, OCEAN, OR OTHER WATERS OF THE STATE, OR TO ANY FUNCTIONING ESCAMBIA COUNTY OR STATE DRAINAGE SYSTEM.
2. FINISH FLOOR ELEVATION SHALL BE AS SPECIFIED BY BUILDING CODE.
3. THESE ARE MINIMAL REQUIREMENTS AND DO NOT RELIEVE THE BUILDER FROM PROVIDING ADDITIONAL GRADING TO DIRECT STORMWATER TO A POSITIVE OUTFALL DRAINAGE SYSTEM AND ELIMINATE NEGATIVE IMPACTS TO ADJACENT LOTS AND PROPERTIES.
4. DISTURBED LOT AREAS SHALL BE COMPLETELY STABILIZED WITH SOD. IF THE HOME IS CONSTRUCTED, STABILIZE THE FIRST 10' WITH SOD AND SOD AND/OR SEED AND MULCH THE REMAINDER OF THE LOT.
5. THE HOMEBUILDER SHALL COMPLY WITH STATE PERMITTING REQUIREMENTS FOR LARGE AND SMALL CONSTRUCTION SITES, SPECIFICALLY THE NPDES PERMITTING WHICH REQUIRES A DETAILED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEING AVAILABLE ONSITE FOR REVIEW DURING ALL PHASES OF CONSTRUCTION.
6. LOT CLEARING ACTIVITIES SHALL NOT PROCEED WITHOUT BUILDING PERMITS FOR THOSE LOTS EXCLUDING CLEARING REQUIRED FOR CONSTRUCTION OF CONVEYANCE SWALES OR DRAINAGE FEATURES DESIGNATED AS THE DEVELOPER'S RESPONSIBILITY.
7. ALL NEW RUNOFF, CONCENTRATED, AND DIFFUSE SHALL BE ROUTED TO CARRY ALL STORMWATER TO THE ROADS OR SWALES THAT LEAD TO THE RETENTION POND OR APPROVED DRAINAGE SYSTEM.
8. PROVIDE EROSION CONTROL MEASURES TO ENSURE ALL SEDIMENTS SHALL BE RETAINED ON EACH INDIVIDUAL LOT.
9. WETLANDS SHALL BE PROTECTED WITH FABRIC SILT FENCING AND BURIED HAYBALE SYSTEMS (DOUBLE ROWS AS NECESSARY).

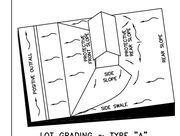
LEGEND:
F.F.E. = FINISH HABITABLE FLOOR ELEVATION
T.F.E. = FINISH GRADE ELEVATION
= STORMWATER FLOW DIRECTION ARROW
= GRADE SLOPE (MINIMUM)
= MINIMUM GRADE



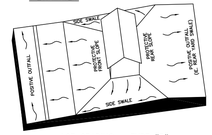
ELEVATION VIEW



PLAN VIEW



LOT GRADING ~ TYPE "A"
ALL DRAINAGE TO STREET



LOT GRADING ~ TYPE "B"
DRAINAGE TO STREET & TO REAR LOT LINE

REVISED SEPT. 15, 2008

NOTE: VARIATIONS IN GRADING ARE ACCEPTABLE IF GRADING DRAINS TO A POSITIVE OUTFALL.

NO.	DATE	REVISIONS
1.	11-18-15	AS PER ESCAMBIA COUNTY

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 5TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

PRELIMINARY PLAT OF
REDFISH HARBOR
DRAINAGE PLAN
ESCAMBIA COUNTY FLORIDA

DRAWN BY: TGH/ARS
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 10/20/15
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 15-035

SHEET: C4

11"x17" SCALE 1" =200'
24"x36" SCALE 1" =100'

UTILITIES NARRATIVE:

POTABLE WATER:
AFTER RECEIVING ERP, ECUA AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONNECT TO EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTING ALL NECESSARY UNDERGROUND WATER MAINS, VALVES AND FIRE HYDRANTS TO SERVE THIS DEVELOPMENT, UPON COMPLETION, THE ENTIRE SYSTEM WILL THEN BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

SANITARY SEWER:
AFTER RECEIVING ERP, ECUA AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTION OF PRIVATE LOW PRESSURE SYSTEMS TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM LOCATED WITHIN THE RIGHTS OF WAYS AND EASEMENTS WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

STORM SEWER:
AFTER RECEIVING ERP AND ESCAMBIA COUNTY APPROVALS, THE DEVELOPER PLANS TO CONSTRUCT ALL NECESSARY STORMWATER MANHOLES, PIPES AND STORMWATER PONDS TO SERVE THIS DEVELOPMENT. THE ENGINEER WILL DESIGN THE STORM DRAINAGE SYSTEM TO COMPLY WITH ESCAMBIA COUNTY SUBDIVISION AND STORMWATER ORDINANCES. UPON COMPLETION, THE ENTIRE SYSTEM WILL TURNED OVER TO THE COUNTY FOR OWNERSHIP AND MAINTENANCE INCLUDING THE DETENTION PONDS.

ELECTRIC, GAS, TELEPHONE & TV CABLE:
THESE SERVICES TO BE INSTALLED AND MAINTAINED BY THE APPROPRIATE UTILITY COMPANY.

NOTES:

ALL PROPOSED UNDERGROUND UTILITIES WITHIN R/W'S OR UTILITY CONDUIT FOR ROAD CROSSINGS SHALL BE INSTALLED PRIOR TO PAVING. NO STREETS OR ROADS UNDER THE TWO (2) YEAR WARRANTY SHALL BE ALLOWED TO BE OPEN-CUT, OR JACK-AND-BORED, UNLESS SPECIFICALLY APPROVED BY THE COUNTY ENGINEER. TO ACCOMPLISH THIS REQUIREMENT, COMMON TRENCHING IS REQUIRED WHENEVER POSSIBLE. IF COMMON TRENCHING IS NOT A FEASIBLE OPTION, THE DEVELOPER SHALL INSTALL CONDUIT FOR THE UTILITY NOT PARTICIPATING IN THE COMMON TRENCHING FOR ALL ROAD CROSSINGS AND THE UTILITY COMPANY WILL BE REQUIRED TO USE THE CONDUIT. THIS SHALL REQUIRE PLANNING BETWEEN THE DEVELOPER AND THE UTILITY.

ROUGH GRADE OF RIGHT-OF-WAY MUST BE ESTABLISHED PRIOR TO COMMON TRENCH UTILITY INSTALLATION TO ENSURE UTILITIES ARE INSTALLED AT MINIMUM AND MAXIMUM DEPTHS.

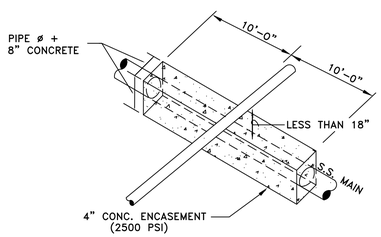
THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR RECORD AT LEAST TWO WEEKS PRIOR TO PLACEMENT OF BASE MATERIAL TO ASSIST IN THE COORDINATION OF ALL OTHER UNDERGROUND UTILITIES.

CONTRACTOR TO INSTALL WATER SERVICES FOR EACH LOT, OPPOSITE THE PROPERTY CORNER THAT GULF POWER HAS PROPOSED POWER TRANSFORMERS.

PROPOSED WATERLINES AND FORCE MAIN SHALL HAVE A MINIMUM COVER OF 30" AND A MAXIMUM COVER OF 36" BELOW PROPOSED FINISHED GRADE UNLESS NOTED OTHERWISE

CONTRACTOR SHALL INSTALL EACH UTILITY SERVICE IN THE LOCATION AS SHOWN IN THE COMMON TRENCH DETAIL.

ELECTRIC/PHONE/CABLE/GAS STRUCTURES INSTALLED WITHIN DRAINAGE/ACCESS EASEMENTS SHALL BE LOCATED ALONG THE BOUNDARY OF THE EASEMENT TO MAXIMIZE CLEAR ACCESS FOR MAINTENANCE EQUIPMENT.



SEWER ENCASEMENT DETAIL

N.T.S.

SANITARY SEWER LINES (GRAVITY OR PRESSURE) SHALL HAVE 18" OR GREATER VERTICAL CLEARANCE BELOW ANY POTABLE WATER LINE WHEN CROSSING. MINIMUM OF 6" VERTICAL CLEARANCE IS REQUIRED FOR OTHER UTILITIES. HORIZONTAL CLEARANCE BETWEEN SANITARY SEWER LINE WHICH IS PARALLEL TO AND LESS THAN 18" BELOW A POTABLE WATER LINE SHALL BE 10'-0" OR GREATER. MINIMUM OF 30" IS REQUIRED FOR OTHER UTILITIES.

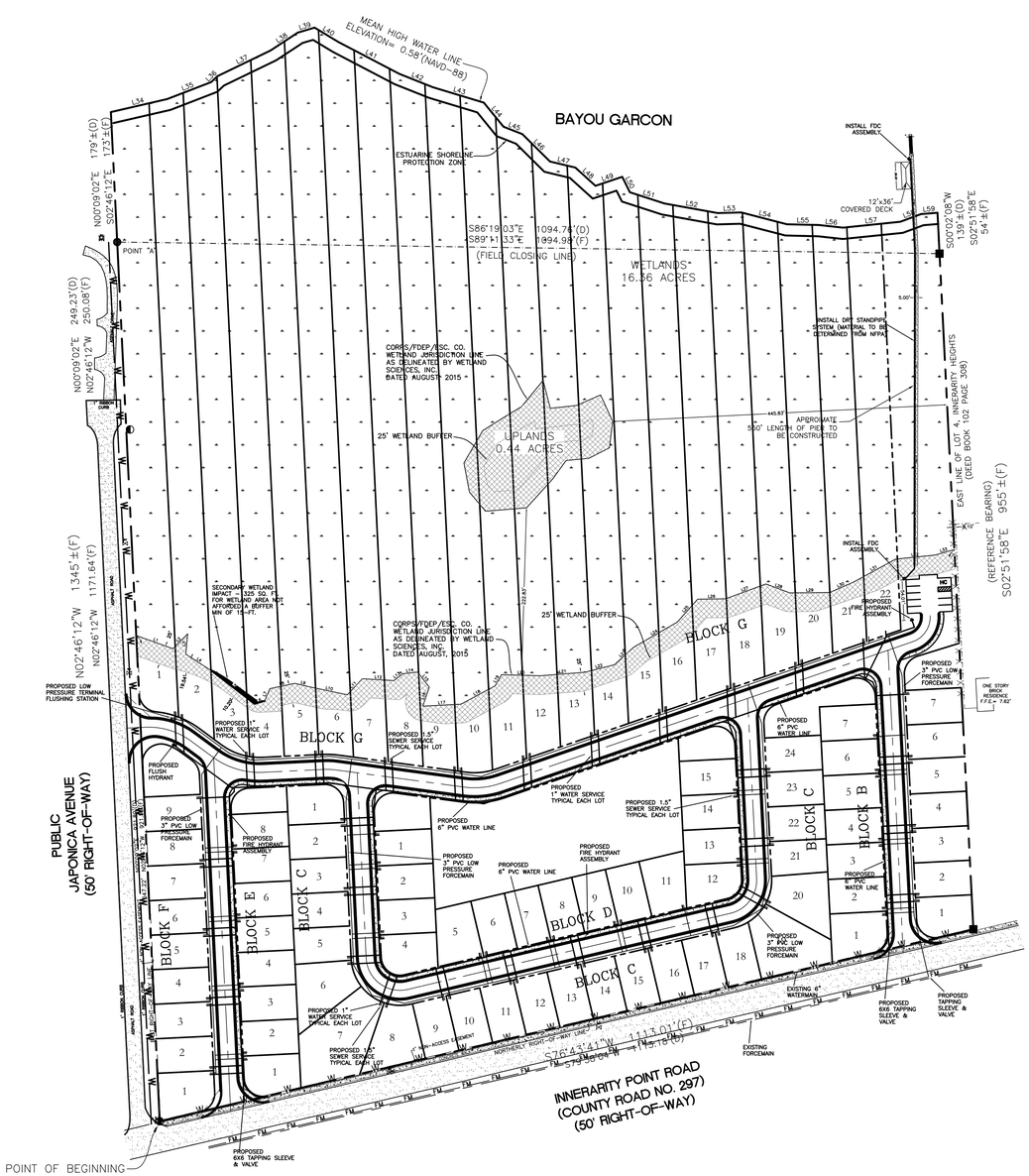
IF THIS IS NOT POSSIBLE OR PRACTICAL, SEE BELOW:

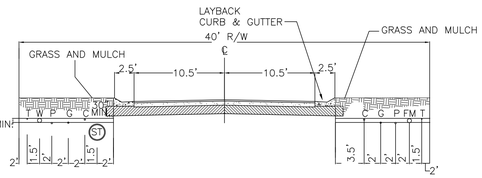
FOR CROSSINGS: ENCASE AS SHOWN SO THAT ENDS OF ENCASEMENT ARE AT LEAST 12' FROM ANY WATER LINE JOINT. WATER LINE JOINT MUST NOT BE CLOSER THAN 5' TO POINT OF CROSSING, OR IT MUST ALSO BE ENCASED.

ALTERNATE 1: USE EQUALLY (OR HIGHER) RATED PRESSURE SEWER WITH NO JOINTS CLOSER THAN 12' APART AND 6" VERTICAL CLEARANCE.

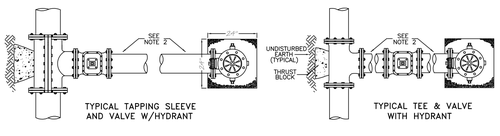
ALTERNATE 2: PUT SEWER LINE INTO STEEL CASING AND CENTER 20' PIECE WITH 4' VERTICAL CLEARANCE AND SEAL ENDS.

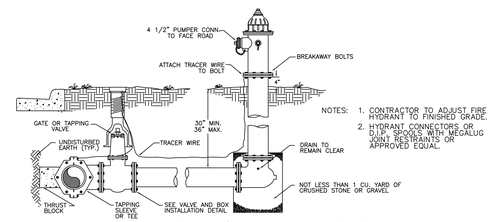
FOR PARALLEL: AND 6' TO 10' APART USE ONE OF ABOVE, BUT IF MORE THAN 40' LONG, MUST USE ALTERNATE 1 AND KEEP JOINTS STAGGERED. IF LINES MUST BE 3' TO 6, APART THEN MUST USE ALTERNATE 1 WITH HIGHER RATED PRESSURE PIPE FOR SEWER (I.E., WATER LINE IS DR25 THEN USE DR18 OR 21 FOR SEWER).





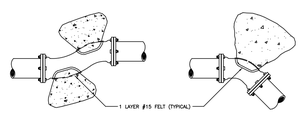
COMMON TRENCH
(40' R/W~21' ASPH.)





NOTES: 1. CONTRACTOR TO ADJUST FIRE HYDRANT TO FINISHED GRADE.
2. HYDRANT CONNECTORS OR D.I.P. SPOOLS WITH MEGALUG JOINT RESTRAINTS OR APPROVED EQUAL.

FIRE HYDRANT ASSEMBLY



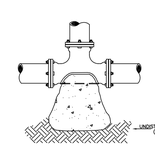
OFFSET – M.J.

45° BEND – M.J.

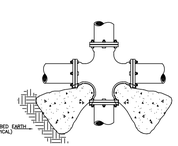
MINIMUM THRUST BLOCK DIMENSIONS:
SURFACE AREA AGAINST UNDISTURBED SOIL

PIPE SIZE	FITTING	DEAD END OR TEE	90° BEND	45° BEND	22.5° BEND
4"		1' X 2'	1.5' X 1.5'	1' X 1.5'	1' X 1'
6"		2' X 2'	2.5' X 2.5'	2' X 1.5'	1' X 1.5'
8"		2.25' X 3'	3' X 3'	2' X 2.5'	1.5' X 1.5'
10"		3.5' X 3'	4' X 3.75'	2.75' X 3'	2' X 2'
12"		4' X 4'	4' X 5'	3' X 4'	2' X 3'
16"		5' X 5.5'	6' X 6.5'	4' X 5'	3' X3.5'

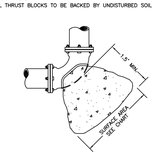
NOTES:
1. ONE LAYER OF #15 FELT TO BE USED TO PREVENT ADHESION OF CONCRETE TO FITTING
2. ALL THRUST BLOCKS TO BE BACKED BY UNDISTURBED SOIL



TEE – M.J.



CROSS – M.J.



90° BEND – M.J.

THRUST BLOCK DETAILS
N.T.S.

NO.	DATE	REVISIONS
1.	11-18-15	AS PER ESCAMBIA COUNTY

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED, COPIED OR USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 9TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

PRELIMINARY PLAT OF
REDFISH HARBOR
UTILITY PLAN
ESCAMBIA COUNTY FLORIDA

DRAWN BY: TBH/ARS
DESIGNED BY: TGH
CHECKED BY: TGH
DATE: 10/20/15
SCALE: AS SHOWN
NOT RELEASED FOR CONSTRUCTION
BY: DATE:

PROJECT NO: 15-035

SHEET: C5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9671 **Growth Management Report** **10. 5.**

BCC Regular Meeting

Meeting Date: 02/02/2016

Issue: 9:10 a.m. - Review of Rezoning Case heard before the Planning Board on January 5, 2016

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

9:10 a.m. - Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

That the Board of County Commissioners (BCC) review the Planning Board's recommendation for Rezoning Case Z-2015-23.

This hearing serves as the first of two required public hearings before the BCC as set forth in F.S. 125.66(4)(b).

At the January 5, 2016, Planning Board meeting, the Board recommended approval of this rezoning.

Case No.:	**Z-2015-23**
Address:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
Property Reference No.:	17-2S-30-5016-000-002; 17-2S-30-5016-002-002; 17-2S-30-5016-001-001; 17-2S-30-5009-000-062; 17-2S-30-5009-000-064; 172S-30-5009-000-068; 17-2S-30-5009-041-041; 18-2S-30-6000-001-056; 18-2S-30-6000-004-055; 18-2S-30-6000-004-056; 18-2S-30-6000-005-056; 18-2S-30-6000-002-056; 18-2S-30-6000-003-047; 18-2S-30-6000-003-048; 18-2S-30-6000-003-055; 18-2S-30-6000-017-047
Property Size:	53.98 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre); HC/LI, Heavy Commercial Light Industrial district (du density limited to vested residential development, lodging unit density not limited by zoning); HDMU, High Density Mixed-use district (25 du/acre); Rec, Recreation district (du density limited to vested development)
To:	Pub, Public district (du density limited to vested residential development)

FLU Category:	MU-U, C, Rec (P, pending State review)
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Priscilla McCorvey, Mary Armstrong

BACKGROUND:

The above case was County initiated and heard at the January 5, 2016, Planning Board Meeting. This rezoning case is contingent upon LSA-2015-02 being approved by Department of Economic Opportunity (DEO), and adopted by the BCC at the second public hearing.

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 and is based on the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Ordinance will be brought back to the BCC once DEO has approved the FLU amendment (LSA-2015-02).

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2015-23

Z-2015-23

* * *

CASE NO: Z-2015-23

Applicant: Escambia County, Owner

Address: 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street

Property Size: 53.98 (+/- acres)

From: HDR, High Density Residential district (18 du/acre), HC/LI, Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.), HDMU, High Density Mixed-use district (25 du/acre), Rec, Recreation district (Dwelling unit density limited to vested development.)

To: Pub, Public district (Dwelling unit density limited to vested residential development.)

08:53AM MR. BRISKE: Next case is Z-2015-23. The owner is Escambia County, 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street. The property is 53.98 acres. From HDR, High Density Residential District, and HCLI, Heavy
08:54AM Commercial and Light Industrial, HDMU, High Density Mixed Use and Rec, and two public districts, dwelling unit density limited to vested residential development.

MR. FISHER: Mr. Chairman, if I may. This also
08:54AM is contingent on a Future Land Use change. As we

have done in the past, you know, we kind of shut down the regular rezoning part and open up the regular Planning Board and come back after we do the rezoning.

08:54AM MR. BRISKE: Well, we have a little bit of a unique situation today because we -- on our regular Planning Board agenda we have an item that is a Planned Unit Development, which typically is handled through a quasi-judicial format, and we've been
08:54AM advised by Legal that because of that we should, you know, continue and use similar language in that case even though it's in the Regular Planning Board meeting. So we may have to take a couple of things out of order here to do that.

08:55AM Ms. Smith, do you think it's appropriate at this time to pause the quasi-judicial hearing and go into the Regular Planning Board hearing and address the PUD first or should we go through?

MS. SMITH: I think -- I don't want to switch
08:55AM to the PUD at this point. This is sort of new.

MR. TATE: The rezoning is not.

MR. FISHER: It's contingent on the large scale map amendment.

MR. TATE: Right. We've done them out of order
08:55AM in the past. We've done them the same day, two

meetings. I don't know balancewise if it matters.

MR. JONES: If we could just make your motion, if it is approved just make your motion so that everything will still be together. At the BCC
08:56AM normally Allyson she said that anyway at the BCC when it's like this, so contingent upon or concurrent with. So if the Legal is recommending that we stay on course, it would just be contingent upon the motion being made.

08:56AM MR. TATE: We don't have a problem going into the other.

MS. SMITH: The FLU change would have to go to the Board of County Commissioners anyway, so we can't say we're approving it. All we can do is
08:56AM recommend.

MR. BRISKE: So if we do the recommendation on the rezoning case and then, of course, it's going to be contingent upon the FLU anyway.

MS. SMITH: Right.

08:57AM MR. BRISKE: So let's stay on track then and stay with this one. Okay. We would like to have -- who's going to be actually representing the County in the case?

MR. FISHER: John Fisher, Escambia County
08:57AM Senior Planner.

MR. BRISKE: And then we also have a staff write-up of it. Who will be doing the presentation, the same person?

MR. FISHER: Yes.

08:57AM MR. BRISKE: Let go ahead and see the maps and everything first. If you would, John.

(Presentation of Maps and Photographs.)

MR. FISHER: John Fisher, Escambia County Senior Planner. This is Case Z-2015-23. This is
08:57AM the wetland location map. This is the aerial map. This is the CRA map, the Englewood CRA District. This is the existing land use map. This is the Future Land Use Map. This is the 500-foot zoning
08:58AM map with multiple zoning categories. You have HDR, the large portion. You also have HCLI in the top right. You have Recreation, and you have one parcel that is HDMU. All these will be submitted for a rezoning to Public.

This is the public hearing sign. This is
08:58AM looking north across Leonard Street along "L" Street. Looking east along Leonard Street. Looking southeast on the stormwater pond area. Looking south from Leonard Street. The public hearing sign. Looking east along Leonard Street from the corner of
08:59AM "L" Street. Looking south across Leonard Street.

Looking west along Leonard Street and across "L" Street. Looking north along "L" Street and the corner of Leonard Street.

This is another public hearing sign. A public hearing sign looking south along "H" Street. Looking west on the Recreation site on "H" Street. Looking north along "H" Street. Looking northeast on the corner of "H" Street and Leonard Street. Another public hearing sign. Looking east along Leonard Street. Looking southeast corner of "H" Street and across Leonard Street. Looking south across Leonard Street in front of the corner of "H" Street. Looking north along "H" Street.

The public hearing sign on Fairfield Drive. Looking east along Fairfield Drive. Looking north across Fairfield Drive. Looking northeast along Fairfield Drive. Looking southeast from Fairfield Drive. Looking west along Fairfield Drive. This is the public hearing on Fairfield Drive. Looking east along Fairfield Drive. Looking west along Fairfield Drive. Looking northwest across Fairfield Drive.

This is the 500-foot radius map from the Chris Jones Property Appraiser website. This is the 500-foot mailing list.

08:59AM 08:59AM 09:00AM 09:00AM 09:00AM

MR. BRISKE: Okay. Any questions on that at this point?

John, I know this is weird, but I want to get this on the record. The County is aware that it is their burden to provide substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code; is that correct?

09:01AM

MR. FISHER: Correct.

MR. BRISKE: And would you like to make the presentation now on this? We do have some speakers signed up to speak, as well.

(Presentation by John Fisher, previously sworn.)

09:01AM 09:01AM

MR. FISHER: We can go through the maps as the presentation part, you know, to kind of help show what we're going from and to, breaking it down because this is a total of 16 parcels. It's quite a large area, just do a quick little breakdown so that way you will have a better understanding of what we're looking at.

Do you have the actual maps showing from and to?

(Conferring with Staff.)

MR. FISHER: This is one, Exhibit A, showing the HDR, High Density Residential, and the Recreation area. This is one actual parcel number and this is going to Public.

Exhibit B. Exhibit B is the site which is zoned HCLI. This is going to Public.

This is Exhibit C, which you can see the multiple parcel numbers there, one, two, three, four, five, five different parcel numbers in Section 17 zoned HDR and these are going to Public, as well.

This is Exhibit D. These are all zoned HDR except for the one on the top middle there. It's zoned HDMU. Put your cursor right next to it. All those as well are going to Public. All the rezoning case is going to Public. This helps break it down a little bit more by the sections and stuff for you.

These are only maps that help break it down a little more for you. Everything seems -- this is contingent also with the Future Land Use Map going for transmittal to DEO and once we have that the rezoning will be also approved.

09:03AM 09:03AM 09:03AM 09:04AM 09:04AM

MR. TATE: These are all under County ownership.

MR. FISHER: Yes, all 16 parcels. Any questions?

MR. PYLE: Why the change, what's the benefit?

MR. JONES: Horace Jones, Director. There are some County projects underway, some County discussion of particular interest in the replacement of the jail. Going back, this will basically help clean up all the County properties in that immediate vicinity to make them Public so it can allow those type of uses.

The existing uses are Public anyway. You just have these erroneous zoning classifications. That classification will not allow any type of expansion of those uses because most of them are residential.

It will be going to Public classification, owned by the County, the County will be to able to put those public type uses consistent with what's there and what's proposed to be there potentially.

09:04AM 09:05AM 09:05AM 09:05AM 09:06AM

MR. PYLE: So by making these changes it will be easier for the County to perhaps either alter these building changes. Does it have to do with the potential jail site.

MR. JONES: That is in some of the discussions that the BCC had, but basically this has been a long time coming process.

MR. TATE: It should have been this way a long time ago.

MR. JONES: Absolutely.
MR. TATE: With the current uses.
MR. JONES: Absolutely.
MR. FISHER: Again, all these parcels -- John Fisher, Senior Planner. All these parcels are developed except for a couple along "H" Street or just vacated right-of-way type of deals given to the County.
MR. BRISKE: Okay. Any other questions before we allow some members of the public to speak? Okay.
Members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2.07.02 of the Escambia County Land Development Code.
During our deliberations the Planning Board will not consider general statements of support or opposition. Accordingly we please ask that you limit your testimony to the approval conditions described in Section 2.07.02.
Also please note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the subsequent Board of County Commission hearing.
Ida Royster, please.

MR. FISHER: Mr. Chairman, should we go over the facts and findings before we do the public?
MR. BRISKE: Yes, go ahead and present those.
MR. TATE: If you disagree with them, though, who's going to argue the other?
MR. FISHER: It makes it kind of hard.
MS. SMITH: Well, it cleans up the record and allows the public to have information to comment on.
MR. FISHER: John Fisher, Senior Planner. Again, this is Rezoning Case Z-2015-23. This is from HDMU, HDR, HCLI and Recreation, all to Public.
Under Criterion A, consistent with the Comprehensive Plan, the proposed amendment to Public is consistent with the intent and purpose of the Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services are consistent with CPP FLU 2.2.1 and 2.2.4. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of the development for compliance with implementing the Land Development Code regulations.
Under Criterion B, the proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the

location criteria. The current site is already developed and any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.
Under Criterion C, compatible with the surrounding uses, the proposed amendment is compatible with the surrounding and existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDR, HDMU, Commercial, HC/LI, and Recreation. Within the 500' radius there is one public school, one nursing home, one repair shop, one multi-family property, one utility property, two county owned properties, three bakery properties, four restaurants, six churches, seven offices, eight store properties, 50 vacant properties, and 151 single-family properties.
Criterion D, changed conditions. Staff found no changed condition that would not impact the amendment or properties.
Criteria E, development patterns. The proposed amendment would result in a logical and orderly development pattern. The proposed Public district amendment would not change any logical or orderly development pattern, for the properties are

currently used as a Public established zoning district, as well as owned by local government.
The zoning amendment proposed is to make the existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.
Criterion F, effect on the natural environment. 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.
That concludes the staff's findings.
MR. BRISKE: Board members, any questions on the Staff's Findings-of-Fact?
We've previously read the public comment portion of the hearing. I will now bring up our first speaker, Ida Royster, please.
Good morning, ma'am. If you will, please be sworn in.
(Priscilla McCorvey sworn.)
MR. BRISKE: State your name and address for

the record, please.

MS. McCORVEY: I want to make a correction. I'm standing in for my mother, Ida Royster. My name is Priscilla McCorvey. 1105 West Leonard Street is her address. My address is 1312 West Blount. She's the homeowner of the 1105 West Leonard Street.

MR. BRISKE: Okay. You cannot speak for someone who's not here. You can only speak for yourself.

09:12AM MS. McCORVEY: Okay. Well, I'll speak for myself.

MR. BRISKE: So we'll have you complete a form with your name on it. You can finish speaking now and just do it afterwards.

09:12AM MS. McCORVEY: I didn't know the procedure.

MR. BRISKE: Is Ida here today?

MS. McCORVEY: No, she's elderly. She's 88 years old.

MR. BRISKE: So you will be speaking basically

09:12AM on her behalf as her guardian or whatever then?

MS. McCORVEY: Yes.

MR. BRISKE: That's fine. Go ahead, please.

MS. McCORVEY: As I stated before, my name is Priscilla McCorvey. I was raised at 1105 West

09:12AM Leonard Street. We have seen the changes in that

area from a complete residential area to a commercial to now. Our concern and our issue are it will affect us directly and indirectly because everything that happens with the County we're right

09:12AM there on that stretch.

She is looking at, as well as I am looking at, the future impact of that area. We know business must go on, but you've got to remember this was a residential area before if became commercial. It

09:13AM was rezoned once or twice before and they said that they were doing all that they can at that time. We do understand it is a flooding issue now with the jail, but remember that was a hospital before it was a jail. The jail was on the corner of Leonard and

09:13AM "L" Street.

We have seen the growth in that area, which you are pushing the residential people out. She's been there since 1956. I have been there since 1959 and we would like the County to consider the residential

09:13AM area and stop putting this impact on us. Thank you.

MR. BRISKE: Thank you. Maybe it would be helpful to kind of explain in a little bit more detail, you know, that we have HDR, HCLI, HDMU at this point and what the change will mean to the

09:14AM Public district, just a little more in layman's

terms so that everyone can understand.

MR. JONES: I'm sorry. I had to step out for a minute, so the question, I want to make sure. Drew or someone. I can add to it. I had to step out so

09:14AM I want to make sure.

MR. FISHER: John Fisher, Urban Planner. The current sites that are looking to get rezoned in this rezoning case are already developed. They're not going to have any significant impact or change

09:14AM for moving forward.

If there is going to be any change, there would be a development review process which is still a public meeting and can be reviewed by the public, as well. Any new building structure that goes vertical

09:15AM will still have that process to look forward to.

She had mentioned stormwater. Stormwater is a big concern. I know the County is already currently working on the stormwater issue. That is part of the jail site as well and still in the process of

09:15AM figuring out where the jail is going to go, whether they're going to rebuild it.

All this stuff will be reviewed to the BCC, as well, and once that is established they're not looking on these sites again that we have to make

09:15AM anything more impact in that area for now.

This is just a rezoning to make it consistent with the Land Development Code because currently it is owned by the County and acts as a public entity, which is not the right zoning category for this.

09:15AM This is basically doing a correction for the zoning to make everything compatible.

MR. BRISKE: I think for this lady's benefit is to reiterate again that we already have a High Density Residential District, HC/LI, Heavy

09:16AM Commercial and Light Industrial, High Density Mixed Use area here, but the County is not planning to intensify any of that. This is just basically a correction so that you can correctly show that this is Public property owned by the County; is that

09:16AM correct, Horace?

MR. JONES: That is correct, absolutely, because as you know these parcels of land there are already currently existing public uses, public buildings on site. So they are public buildings.

09:16AM We are not doing this to bring in more commercial type projects because the public business is already there. This is a clean-up. This is a clean-up, to try to make it more consistent and make it more compatible with the Future Land Use category, as

09:17AM well.

Yes, the jail is an issue, but as I said before this was a long time coming. It needed to be done a long long time. We're just correcting an error that was made before I got here with the zoning, so we're making those existing public uses.

In Public zoning you don't have to worry about heavy, heavy commercial type uses at all. It's County owned property. The County is not in the business of trying to make these commercial sites. This is to make it consistent with what's already there. The bus station is there. Some County buildings are there. Those small plots of land, those are County-owned right-of-ways.

MR. PYLE: Horace, just so I understand this, if we proceed with this, make the zoning change and then a month, two months down the road the Board of County Commissioners votes to build something I don't like and I live adjacent to this property, there won't be a zoning hearing because the zoning has already been changed, but there will be an opportunity for the owner, because in a development order or some capacity there will be a notice to the public where they will be able to come and have their issues heard. Ourselves, we're out of it at that point, but the Board of County Commissioners --

so they're not losing any right to have their voice heard; is that correct?

MR. JONES: Not at all. Not at all. The County, we want to be good stewards with the neighbors and live in harmony with the neighborhood with the surrounding uses and we will -- if that is the case, if that is the case, that is a big if, if that is the case, the County will make sure that there is proper notification, proper DRC process for that. The citizens can and will be notified again. This is to clean up the zoning with those existing public uses only.

MR. TATE: The County is doing what would have already been required of any private entity.

MR. JONES: Absolutely.

MR. BRISKE: If you will come forward, please, I think that you may have some concerns. We want to try to get as much of this answered for you because it's important to us.

MS. McCORVEY: Yes, it is.

MR. BRISKE: The way I'm interpreting what they're telling us is that they're not really going to be intensifying any uses. This is more of just a correction to show that this is already Public zoning area and it's not correct. So does that --

MS. McCORVEY: I understand this is a long time waiting. However, it has impacted my mother and my sister. Anything that goes on with the County in that area in those facilities impacts them directly. Where they're going to put the new sewer lines, it's going to mess us up. It's an adverse effect to those two residentials right there on the corner of Leonard and "H" and that's what I'm talking about.

MR. JONES: We'll make sure, if there's any concerns like that, you can -- we can sit down in a meeting and perhaps even if you want to if there's any type of concerns that you have you can talk to me about it and we can try to take it up further to see, get further information on those type of things because sewer lines and all those things are necessary.

MS. McCORVEY: Yeah, we understand that. It's a long time waiting. What I'm saying, the homes were there before all these changes. I know growth is good. Change is good. However, you have residential people there, elderly. You're not talking about 26 that can move next week that it's going to impact.

MR. JONES: The County is concerned about that area. You mentioned the flooding. There's a major

concern. The area is going -- there's studies going on right now that the County will try to help minimize and eliminate some of that.

MS. McCORVEY: We already have problems. You know, like I said, we know what the County owns. When they put the jail there, we fought to keep it from there because how would you like for a prisoner to get out and not sit on your front porch every morning? You hear what I'm saying? We're looking at our property and we've been impacted by them ever since the County has made these changes.

MR. JONES: And just for the record, those uses that are there, they continue to operate. They continue to stay there.

MS. McCORVEY: Right.

MR. JONES: Just like any other business that was improperly zoned, as long as that use is in operation, they're called grandfathered in, so that use can continue to stay there because they've been there. This is just to make it better.

And I know sometimes it may be difficult for the public to understand that on the Future Land Use category. This is to make it better. And all those other concerns, the County they are definitely aware of the impacts going on in that area.

Yes, it has been discussed with passion, so the County is aware of some of the issues going on in the area.

MS. McCORVEY: Just like you indicated before, these problems were here before you came. I've seen those problems. I've seen those changes. So I'm more aware than you are, and no one has sat there and talked to the residential people to how the impact would be.

09:22AM But believe me what I'm saying, you've been there since 1956, you have the opportunity to come. Like I say, I've been there since '59. I've seen the street widen. I seen them put the pipes down. I've seen them erect the county jail from the hospital. We asked them not to put it there. We asked for changes in the neighborhood. I'm only one voice.

MR. JONES: Is it time for me to take your name? I'm not putting you off, but take your name and I can get you to the right person who you need to address those concerns to. There's a representative for that area and all of those things can definitely be addressed at his office, because, again, we are definitely concerned with the issues going on in that area. The County is aware. Not

just this particular site, but there's others going on in that area. The County is concerned. So give me your name and we can talk about it.

MR. TATE: Ma'am, I think part of what you're saying is we're right there and nobody has knocked on the door and said, hey, we need to talk about this.

MS. McCORVEY: Well, my thing is, yes, change is good. The impact that has occurred in this area, yes, it needs to be improved, but the impact really needs to be -- it's still a residential area. Although we're not 1,200, we are right there at the door. We've seen the changes. We are residents. We're not somebody that showed up yesterday. We see the impact and everything that goes on, but yet no consideration to the residential area.

And, again, I thank you for your time, but please consider this was a residential area before the County took over a lot of things. We do need some changes. Thank you.

MR. BRISKE: Horace, I think that probably is a good recommendation, is maybe have some kind of a town hall meeting in the area since there are some changes happening and allow the residents to come out and speak to somebody and understand it

completely.

Okay. Our next speaker is Mary Armstrong. Good morning, ma'am. Please be sworn.

(Mary Armstrong sworn.)

09:24AM MR. BRISKE: If you would, please state your name and address for the record.

MS. ARMSTRONG: Good morning. I'm Mary Armstrong. My address is 1007 West Fisher Street. I'm about a block south of this area here. And if

09:25AM you will notice when I filled out the form I didn't say I was either pro or con. The reason for that is as a resident, I'm not a lawyer, I don't work for the County or anything like that, so most of these wordings are not layman friendly.

09:25AM I don't have any idea what you're talking about. I've sat here and I've listened and I'm wondering to myself how does it really impact me. I can see how it impacts me down the road, because as Ms. McCorvey has stated, I, too, have lived there

09:25AM all those years and I've seen the changes so I know how it impacts our community. However, when we get papers like this, when we go to these meetings, we have no idea what you're talking about.

He was saying this from HDR to PUD, and then he

09:26AM says that's not really what's happening, it's just a

correction. I'm one of those people that if it's a correction that's what it should have stated. You're saying from something to something. It didn't say it was a correction.

09:26AM And I also know that all of these things, whatever is down here, when it all boils down, I'm going to look up and they're going to be making changes and I'm going to still be at a loss as to how in the world did this happen.

09:26AM So, yes, as a community I think that you should have someone come into this community and speak to us before we start making all these changes and speak to us in laymen's terms. Because like I said, I come here. They wonder why our community don't

09:26AM come out. It's because we don't understand what you're talking about. We're not lawyers and certainly we haven't read all these codes.

MR. BRISKE: Yes, ma'am. That's a very good point and I appreciate your comments, because

09:27AM believe it or not sometimes we even have trouble understanding it ourselves and we work on it.

My recommendation, of course, to the staff would be that we do need to have some type of town hall meeting or something in the area, just, if

09:27AM nothing else, to kind of answer a lot of these

questions and explain it because it is very complicated.

We won't try to explain it all right now because it would take a long time to really explain, but basically we have zoning categories and then they also have Future Land Uses and those two have to match up. In this case they're not matching up and that's what Horace was alluding to, he's trying to make sure that they match up. But you're right.

09:27AM

MS. ARMSTRONG: May I say the community definitely needs to be apprised of any Future Land Use because the community is the one that should decide what's going to happen with their property. There should not be a meeting of Future Land Use of our property without us being at the table. And as Ms. McCorvey stated to me prior to this, she called down there to find out what this was about and no one called her back. That's all I have to say.

09:28AM

MR. TATE: This Board right here is probably the best place for you to be, because we're not lawyers. We don't work for the County. Each of were appointed by the representative that represents you or me or whichever district we represent and we're here as a layman's Board working through this to represent the citizens of the county.

09:28AM

There are no changes to your neighborhood to your Future Land Use. And I'm going to be, I guess, as open as I can about this. If I owned a piece of property over there and wanted to do something right where the County is at and I did what I wanted to do, I would have been required to have a land use zoning and a Future Land Use that agreed with what I wanted to do before I actually do it.

I would have had to go through a process publicly that everybody would have been notified this guy wants to rezone this, he wants to do this, that or the other. The County hasn't gone through that process but everything is already on the ground built out.

09:29AM

We all know about the jail and where that's heading. That's public record. But what's already there has never been identified as being Public and zoned publicly and that's what we're trying to correct today, is to get it to where it already is.

09:29AM

MS. ARMSTRONG: Okay. Because I understand because when we came there, when we were out there, there was no one over here except us and no one cared about what we did. We had to build our own. We had to make our own. Nobody gave us loans. Nobody did anything to help us in our community.

09:30AM

It wasn't until years later when the County decided to move out here that they started giving us rules and regulations, and the only thing they did for us was make us pay money. No one came and the neighborhood is still going down. That it's. That's all I have to say about that.

09:30AM

MR. BRISKE: Thank you, ma'am.

Those are the two speakers that we have signed up. Is there anyone else that wishes to speak on this matter? We will hereby close the public comment portion of the hearing.

09:30AM

And is there anything else that the staff would like to present?

MR. FISHER: I don't believe so. Again, this is contingent on the Future Land Use change, as well.

09:30AM

MR. BRISKE: Board members, any questions or comments or a motion to be made?

MR. HIGHTOWER: Mr. Chairman, could I just ask one question? When you look at the map and I understand everything, but when you look at the two little pieces that are coming down from the recreation area -- yeah, those two.

09:31AM

MR. FISHER: Those were vacated land. They're just like right-of-ways.

09:31AM

MR. HIGHTOWER: It just seemed strange.

MR. FISHER: It's like an alley that's never been used.

MR. HIGHTOWER: Good.

09:31AM

MR. BRISKE: Any other comments from the Board?

MR. CORDES: I've got a comment. I'm not sure what I want to say here, but I hear your concerns, the two ladies that spoke. I really don't believe it's going to hurt you, but I don't know that anybody has explained that to you well enough that you're convinced that you're not going to get hurt. That's my dilemma here. I really think this process would be the right thing. It's not going to change anything dramatically on that piece of property. I really don't believe that, but I don't think you're convinced of it yet and I'm not sure how to do that.

09:32AM

MR. JONES: Whatever the decision is, I will definitely do my level best to try to talk to them afterwards to explain it. Many times we have the same issues with zoning. Everybody is not in my back yard. So I will take the time and try to explain to them the impact of this and if there will be any impact on their property again.

09:32AM

Also, too, I've got their numbers. I'm going to take this up with their representative, as well.

09:33AM

Again, there's much discussion, much discussion in this particular area, so it will be more -- some other issues will be highlighted. The BCC is definitely concerned about this area. Definitely.

09:33AM MR. BRISKE: Mr. Wingate.

MR. WINGATE: Mr. Chairman, what I would like to say for those concerned in the area sometimes -- Mr. Jones is a nice guy and the staff, because I have issues on land and stuff from time to time

09:33AM because I'm in real estate. They always will give you the time to explain to make sure that you get a full understanding of what your concerns and your questions are.

So set the time and write your questions down

09:34AM and be patient with getting -- make sure that you get your questions answered and clear, because sometimes even though I've been on this Board for almost over 20 years, there's a lot of things that have come and gone and changes because I came here

09:34AM when they didn't have no zoning.

Now everything has got a plan and you've got to say, well, we've got to go this way because it's required. Government requires certain things. We don't pay attention until we have a conflict. We

09:34AM need to come in while things are changing to get a

full understanding and say how do I fit in this picture.

And you say this is how I fit in my picture, and then if you don't like the picture then you know

09:34AM what you've got to do, step one, step two, whatever you've got to do. Sometimes if you don't know answers and you need expertise, then expertise is out there to advise you and to assist you.

So staff is really softhearted on the

09:35AM community. So set a time to get with staff, especially Mr. Jones. He is dedicated to Escambia County. Thank you.

MR. BRISKE: Thank you, Mr. Wingate.

Any other discussion? If there's none, the

09:35AM Chair will entertain a motion on Z-2015-23.

(Motion by Mr. Tate.)

MR. TATE: Mr. Chair, I move that we approve and forward our recommendation to the Board of County Commissioners for Z-2015-23 with the multiple

09:35AM changes from several different zoning categories to Public category with the understanding that the underlying Future Land Use still has to go through the approval process and be approved by the State.

MR. BRISKE: We have a motion. Do we have a

09:36AM second?

MR. WINGATE: Second.

MR. BRISKE: Second by Mr. Wingate.

Any further discussion? All those in favor, say aye.

09:36AM (Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

09:36AM MR. BRISKE: Thank you. Okay. Before we close the quasi-judicial, Ms. Smith, I need a little bit of advice here with the Planned Unit Development that is on our Planning Board agenda. I know that you from a legal standpoint are saying that we need

09:36AM to have some language in here as far as the same rights and the procedure as a quasi-judicial hearing. Shall we bring that up as part of the quasi-judicial hearing or go directly into the Planning Board hearing?

09:37AM MS. SMITH: Because it's on the regular agenda you're going to have to open that meeting. And then I wouldn't have a problem with the Board voting to move that hearing up to the first matter held, but I think you're going to have to close the first

09:37AM meeting and open the next agenda in order to carry

on.

MR. BRISKE: So there's no other business for the quasi-judicial hearing. We can close that hearing. However, we will ask our court reporter to

09:37AM stay for the first part of the Planning Board meeting so [illegible] PUD process included in the record [illegible] --

MS. SMITH: Right.

MR. BRISKE: Okay. All right. So is there any

09:38AM other business for the quasi-judicial hearing? All right. Hearing none, then we are adjourned from the quasi-judicial.

(The Rezoning Hearings concluded at 9:40 a.m.)

VOID

Planning Board-Rezoning **6. C.**

Meeting Date: 01/05/2016

CASE : Z-2015-23

APPLICANT: Escambia County, Owner

ADDRESS: 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street

PROPERTY REF. NO.: See Rezoning Request under Submission Data

FUTURE LAND USE: MU-U, C, Rec (P, pending state review.)

DISTRICT: 3

OVERLAY DISTRICT: Englewood District

BCC MEETING DATE: 02/02/2016

SUBMISSION DATA:

REQUESTED REZONING:

17-2S-30-5016-000-002 (Leonard Street)
17-2S-30-5016-002-002 (Fairfield Drive)
17-2S-30-5016-001-001 (N “H” Street and W Cross Street)
17-2S-30-5009-000-062 (N “H” Street and W Cross Street)
17-2S-30-5009-000-064 (N “H” Street and W Cross Street)
17-2S-30-5009-000-068 (N “H” Street and W Cross Street)
17-2S-30-5009-041-041 (N “H” Street and W Cross Street)
18-2S-30-6000-001-056 (N “H” Street and W Cross Street)
18-2S-30-6000-004-055 (N “H” Street and W Cross Street)
18-2S-30-6000-004-056 (N “H” Street and W Cross Street)
18-2S-30-6000-005-056 (N “H” Street and W Cross Street)
18-2S-30-6000-002-056 (N “H” Street and W Cross Street)
18-2S-30-6000-003-047 (N “H” Street and W Cross Street)
18-2S-30-6000-003-048 (N “H” Street and W Cross Street)
18-2S-30-6000-003-055 (N “H” Street and W Cross Street)
18-2S-30-6000-017-047 (N “H” Street and W Cross Street)

FROM: HDMU, High Density Mixed Use district (25 du/acre), **HDR,** High Density Residential district (18 du/acre), **HC/LI,** Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development.), **Rec,** Recreation (Dwelling unit density limited to vested development.)

TO: Pub, Public (Dwelling unit density limited to vested residential development.)

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 a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

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

CPP FLU 1.3.1 Future Land Use Categories. Public (P) is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS

The proposed amendment to Public **is consistent** with the intent and purpose of Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services **are consistent** with CPP FLU 2.2.1 and 2.2.4. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

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

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and

industrial activities, other uses within the district are limited.

Sec. 3-2.13 Recreation district (Rec).
(a) Purpose. The Recreation (Rec) district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

Sec. 3-2.15 Public district (Pub).
(a) Purpose. The Public (Pub) district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts.

FINDINGS
The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. The current site is already developed, any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses
Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDR, HDMU, Com, HC/LI, and Rec. Within the 500' radius there is one public school, one nursing home, one repair shop, one multi-family property, one utility property, two county owned properties, three bakery properties, four restaurants, six churches, seven offices, eight store properties, 50 vacant properties, and 151 single-family properties.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions
Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS
Staff found no changed conditions that **would not** impact the amendment or properties.

Criterion e., LDC Sec. 2-7.2(b)(4)
Development patterns
Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS
The proposed amendment **would result** in a logical and orderly development pattern. The proposed Public district amendment would not change any logical or orderly development pattern, for that the properties are currently used as a Public established zoning district, as well as owned by local government. The zoning amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.

Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

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

Attachments

Z-2015-23

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: _____ (HDR, HC/LI, HDMU, REC) to: Public (Pub)

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

Owner(s) Name: Escambia County Board of County Commissioners Phone: 850-595-3475

Address: 221 Palafox PL STE 420 Email: _____

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

Property Address: 1200 W Leonard St and Block of Leonard Street Area

Property Reference Number(s)/Legal Description: See attachment

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.

_____	Escambia County	_____
Signature of Owner/Agent	Printed Name Owner/Agent	Date
_____	_____	_____
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____

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

by _____.

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

_____	_____
Signature of Notary (notary seal must be affixed)	Printed Name of Notary

FOR OFFICE USE ONLY CASE NUMBER: Z-2015-23

Meeting Date(s): PB 1/5/16 Accepted/Verified by: J. Fisher Date: 12/7/15

Fees Paid: $ N/A Receipt #: N/A Permit #: PRZ 151200021

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

8/2015

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2015-23

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): see attached Parcels of Interest List

Property Address: 1200 W. Leonard St. & Block of Leonard St Area

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

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

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

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____.

Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

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

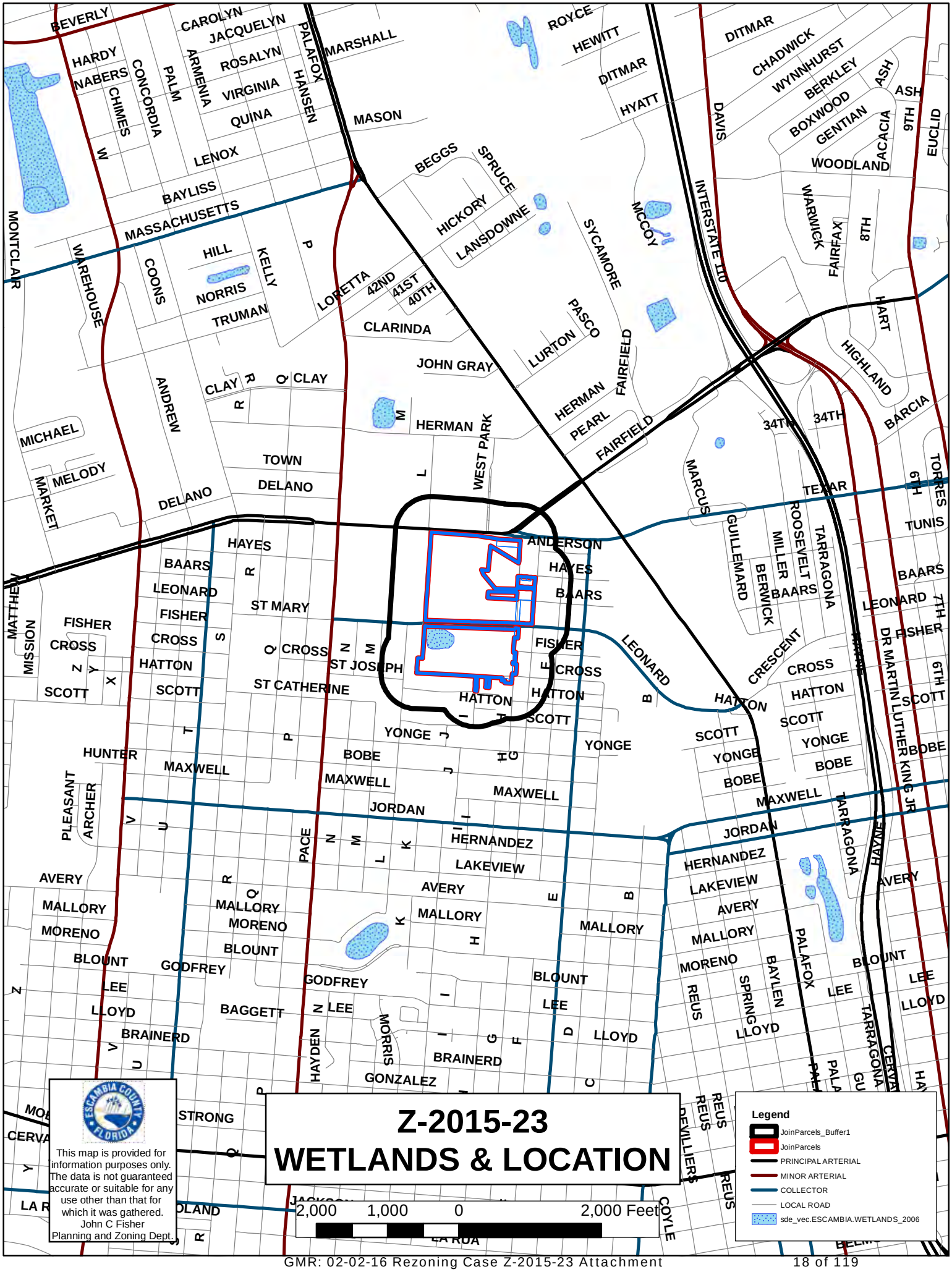
8/2015

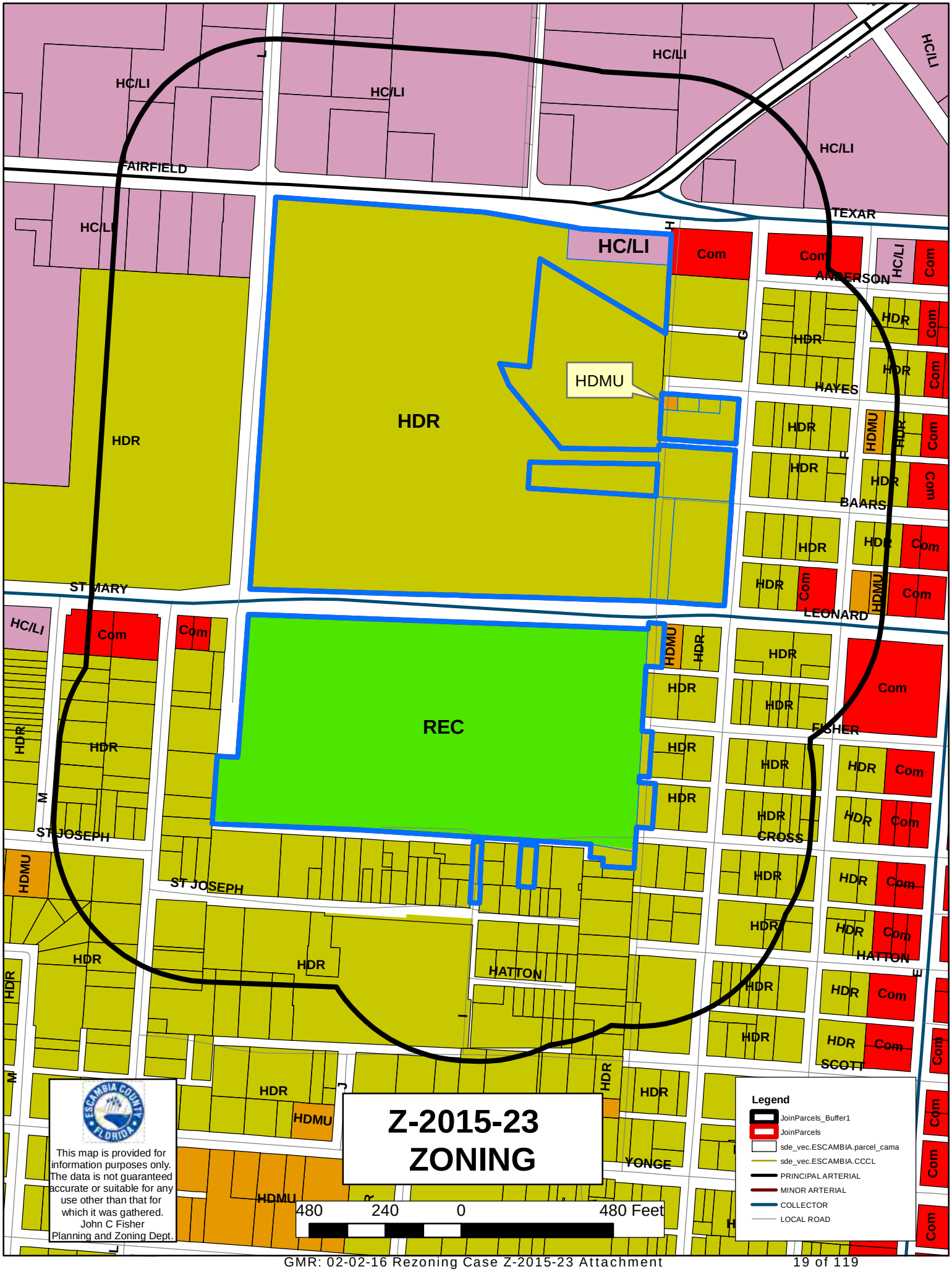
JAIL SITES - PARCELS OF INTEREST

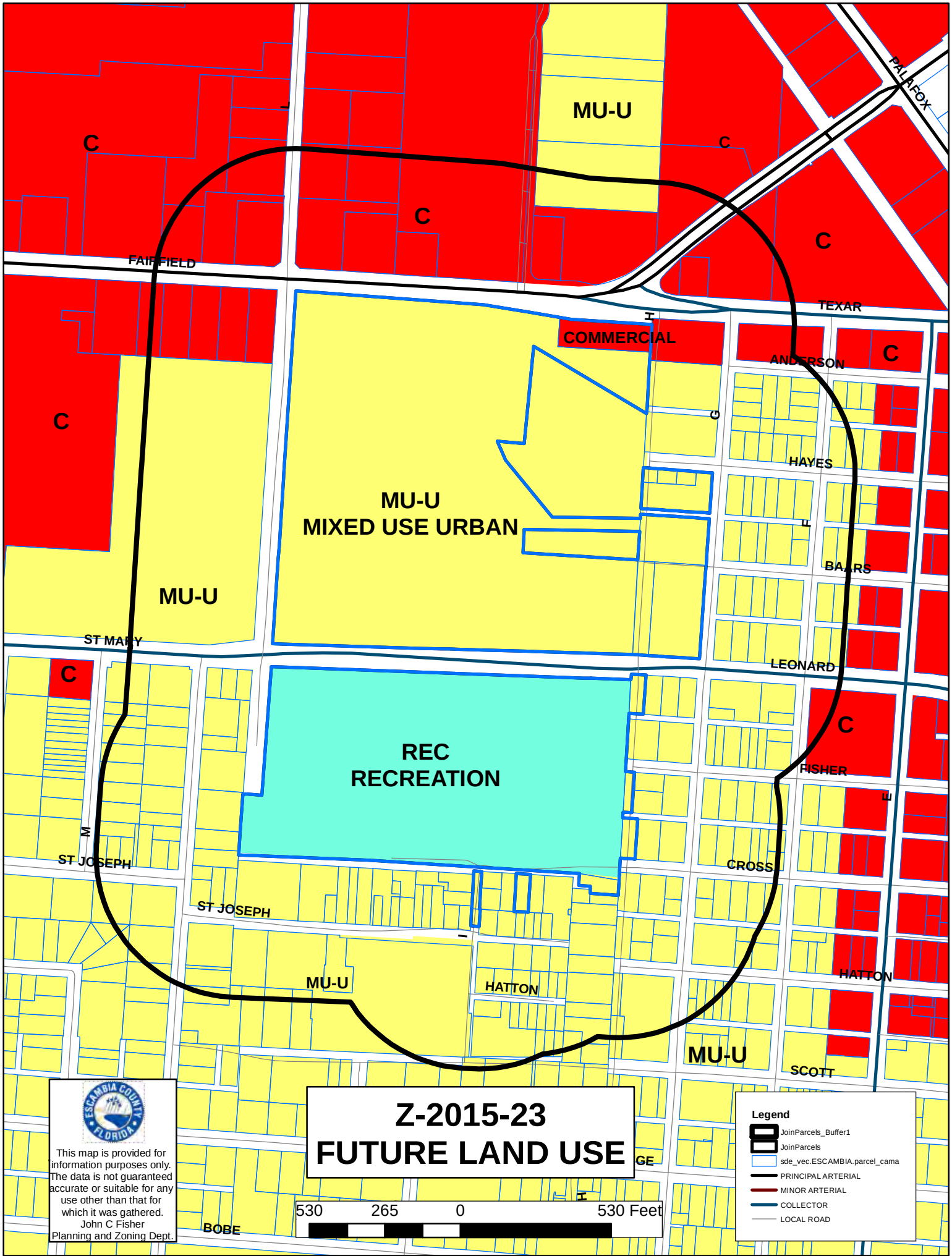
11/18/2015

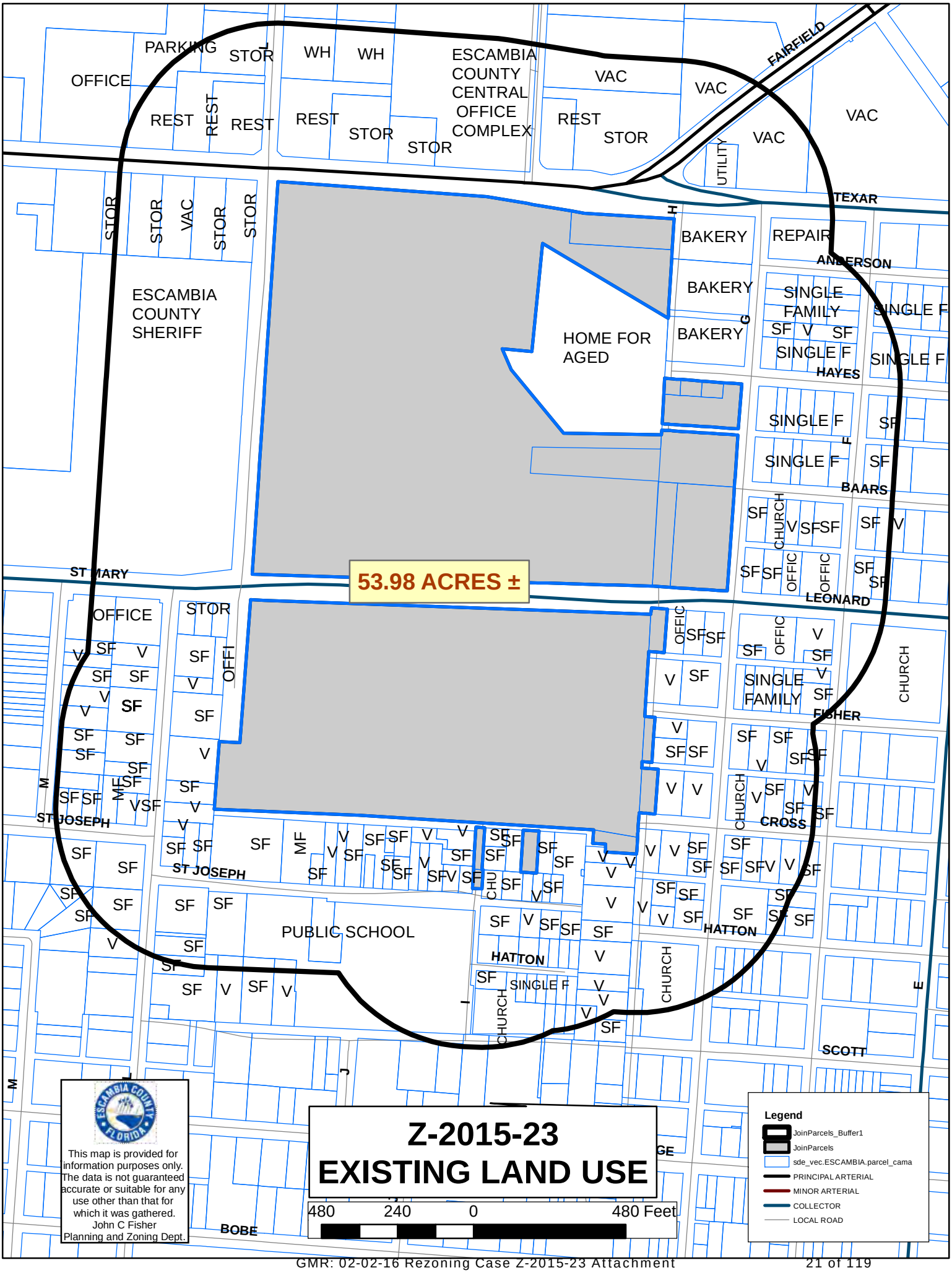
Sheriff's Complex Block (East Block Englewood Park/Rec Site and "H" St. Corridor)

REFNUM	OWNER	MAIL ADDRESS	SITE ADDRESS	LANDTYPE	LANDSIZE	EXEMPTION	LINK	NOTES
17-2S-30-5016-000-002	**ESCAMBIA COUNTY JAIL SITE AND REC SITE.**	221 PALAFOX PL STE 420	1200 W LEONARD ST	RESIDENTIAL	48.49	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016000002	
17-2S-30-5016-001-001	ESCAMBIA COUNTY BCC Rectangle piece on Jail site.	221 PALAFOX PL STE 420	3101 N H ST	RESIDENTIAL	0.61	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016001001	
18-2S-30-6000-001-056	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	3000 BLK N G ST	RESIDENTIAL	1.27	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000001056	
18-2S-30-6000-004-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1190 W LEONARD ST	RESIDENTIAL	1.35	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004055	
18-2S-30-6000-004-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1125 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004056	
18-2S-30-6000-005-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1135 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000005056	
18-2S-30-6000-002-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1400 BLK W HAYES ST	RIGHT OF WAY	0.06	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000002056	
18-2S-30-6000-003-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.10	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003047	
18-2S-30-6000-003-048	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.16	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003048	
18-2S-30-6000-003-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420		RIGHT OF WAY	0.44	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003055	
17-2S-30-5009-000-062	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000062	
18-2S-30-6000-017-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.17	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000017047	
17-2S-30-5009-000-064	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420	1209 W CROSS ST	RESIDENTIAL	0.15	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000064	
17-2S-30-5009-000-068	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1209 BLK W CROSS ST	RESIDENTIAL	0.20	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000068	
17-2S-30-5009-041-041	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.04	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009041041	
17-2S-30-5016-002-002	**ESCAMBIA COUNTY Work Release Site**	221 PALAFOX PL STE 420	1211 W FAIRFIELD DR	COMMERCIAL	0.70	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016002002	


Z-2015-23
WETLANDS & LOCATION
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. John C Fisher Planning and Zoning Dept.
2,000 1,000 0 2,000 Feet
Legend
JoinParcels_Buffer1
JoinParcels
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
sde_vec.ESCAMBIA.WETLANDS_2006
BEVERLY
CAROLYN
JACQUELYN
HARDY
NABERS
CHIMES
CONCORDIA
PALM
ARMENIA
ROSALYN
VIRGINIA
QUINA
PALAFOX
HANSEN
MARSHALL
MASON
LENOX
BAYLISS
MASSACHUSETTS
MONTCLAR
WAREHOUSE
COONS
HILL
NORRIS
TRUMAN
KELLY
LORETTA
42ND
41ST
40TH
CLARINDA
BEGGS
SPRUCE
HICKORY
LANSDOWNE
ROYCE
HEWITT
DITMAR
HYATT
SYCAMORE
MCCOY
INTERSTATE 110
DAVIS
CHADWICK
WYNNHURST
BERKLEY
BOXWOOD
GENTIAN
ASH
9TH
ACACIA
EUCLID
WOODLAND
WARWICK
FAIRFAX
8TH
HART
HIGHLAND
BARCIA
34TH
TORRES
6TH
TEXAR
TUNIS
MARCUS
GUILLEMARD
BERWICK
MILLER
ROOSEVELT
TARRAGONA
BAARS
LEONARD
7TH
FISHER
DR MARTIN LUTHER KING JR
CRESCENT
CROSS
HATTON
SCOTT
YONGE
BOBE
MAXWELL
JORDAN
HERNANDEZ
LAKEVIEW
AVERY
MALLORY
MORENO
BLOUNT
LEE
LLOYD
PALAFOX
BAYLEN
SPRING
REUS
DEVILLIERS
COYLE
LA RUA
STRONG
GONZALEZ
BRAINERD
HAYDEN
MORRIS
BAGGETT
GODFREY
PACE
ANDREW
CLAY
MICHAEL
MELODY
MARKET
DELANO
TOWN
HERMAN
WEST PARK
JOHN GRAY
LURTON
PASCO
FAIRFIELD
PEARL
MATTHEW
MISSION
FISHER
CROSS
HATTON
SCOTT
HAYES
BAARS
LEONARD
ST MARY
ST JOSEPH
ST CATHERINE
ANDERSON
PLEASANT
ARCHER
HUNTER


HC/LI
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
CROSS
ST JOSEPH
HATTON
SCOTT
YONGE
HDR
HDMU
Com
REC
HDMU
Z-2015-23
ZONING
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.
John C Fisher
Planning and Zoning Dept.
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
C
C
C
C
C
C
C
C
FAIRFIELD
PALAFOX
TEXAR
COMMERCIAL
ANDERSON
HAYES
BAARS
MU-U
MIXED USE URBAN
MU-U
ST MARY
LEONARD
REC
RECREATION
FISHER
CROSS
ST JOSEPH
ST JOSEPH
MU-U
HATTON
HATTON
MU-U
SCOTT
BOBE
Z-2015-23
FUTURE LAND USE
530 265 0 530 Feet
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. John C Fisher Planning and Zoning Dept.
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


53.98 ACRES ±
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
ESCAMBIA COUNTY SHERIFF
HOME FOR AGED
PUBLIC SCHOOL
ST MARY
ST JOSEPH
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
FISHER
CROSS
HATTON
SCOTT
BOBE
FAIRFIELD
Z-2015-23
EXISTING LAND USE
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ST JOSEPH
CROSS
HATTON
SCOTT
YONGE
Z-2015-23
AERIAL
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.
John C Fisher
Planning and Zoning Dept.
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

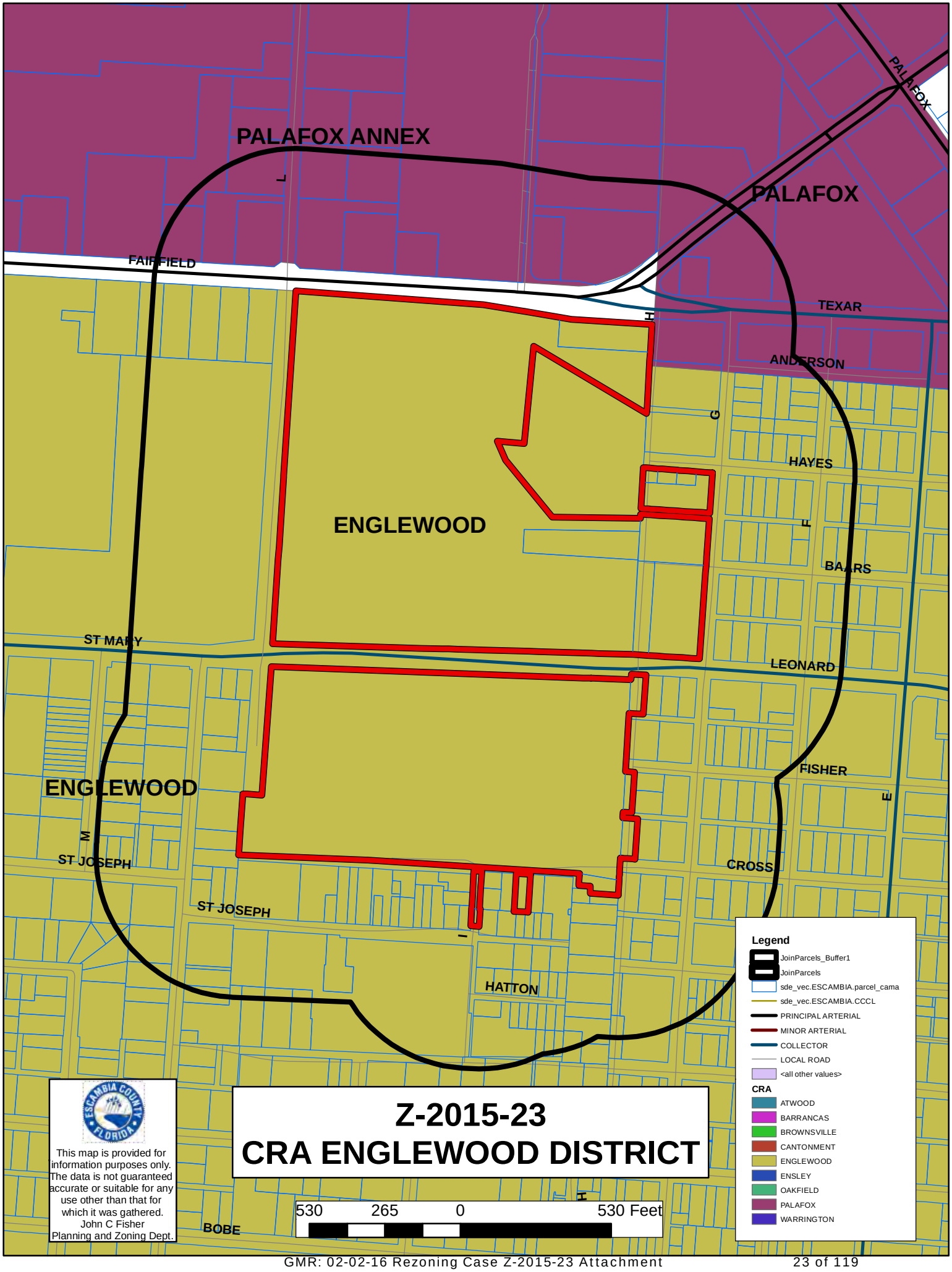
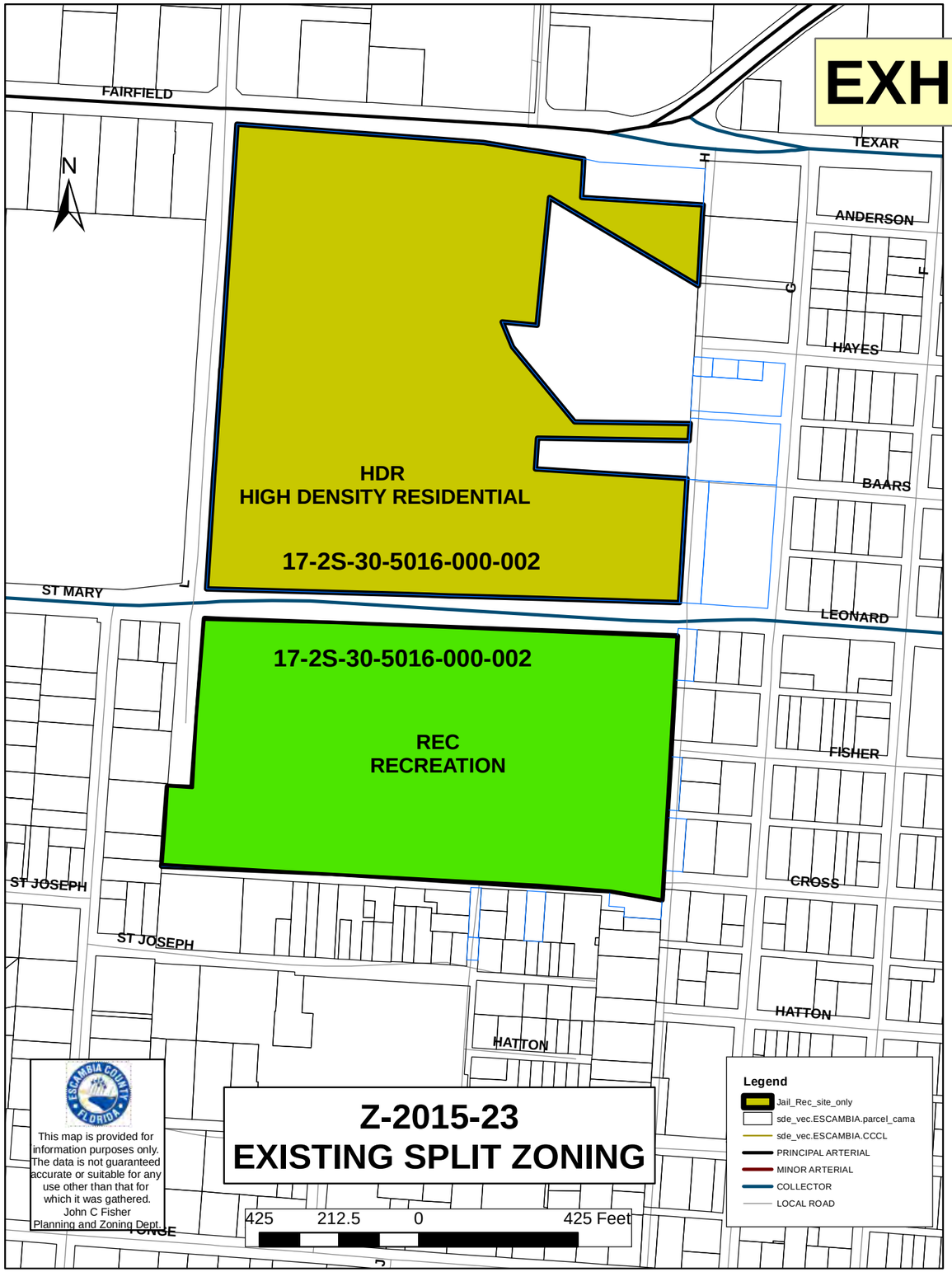

PALAFOX ANNEX
PALAFOX
FAIRFIELD
TEXAR
ANDERSON
HAYES
ENGLEWOOD
BAARS
ST MARY
LEONARD
ENGLEWOOD
FISHER
ST JOSEPH
CROSS
ST JOSEPH
HATTON
BOBE
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
<all other values>
CRA
ATWOOD
BARRANCAS
BROWNSVILLE
CANTONMENT
ENGLEWOOD
ENSLEY
OAKFIELD
PALAFOX
WARRINGTON
Z-2015-23
CRA ENGLEWOOD DISTRICT
530 265 0 530 Feet
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.
John C Fisher
Planning and Zoning Dept.

EXHIBIT A


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
CROSS
ST JOSEPH
HATTON
YONGE
N
HDR
HIGH DENSITY RESIDENTIAL
17-2S-30-5016-000-002
17-2S-30-5016-000-002
REC
RECREATION
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.
John C Fisher
Planning and Zoning Dept.
Z-2015-23
EXISTING SPLIT ZONING
425 212.5 0 425 Feet
Legend
Jail_Rec_site_only
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

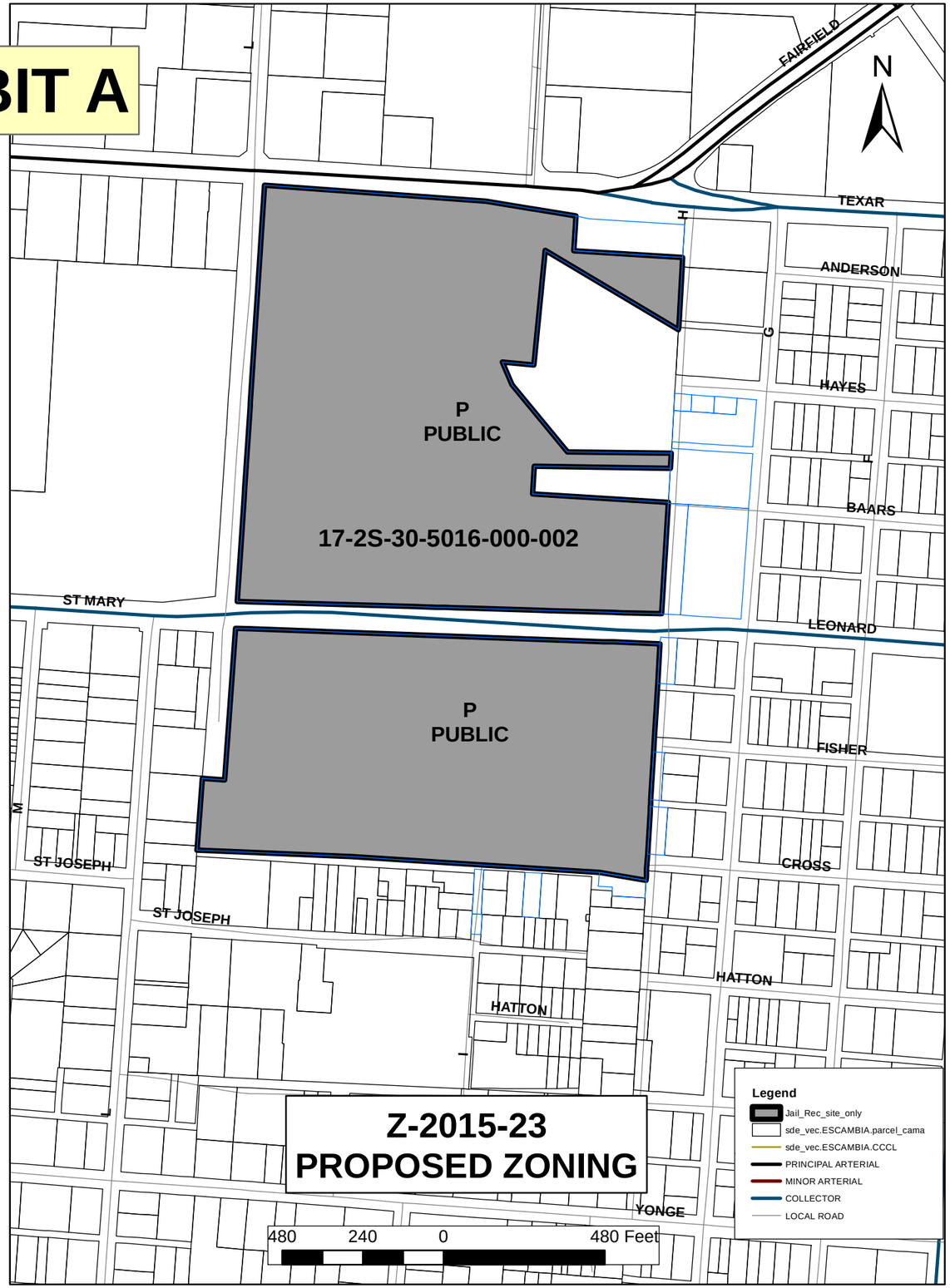
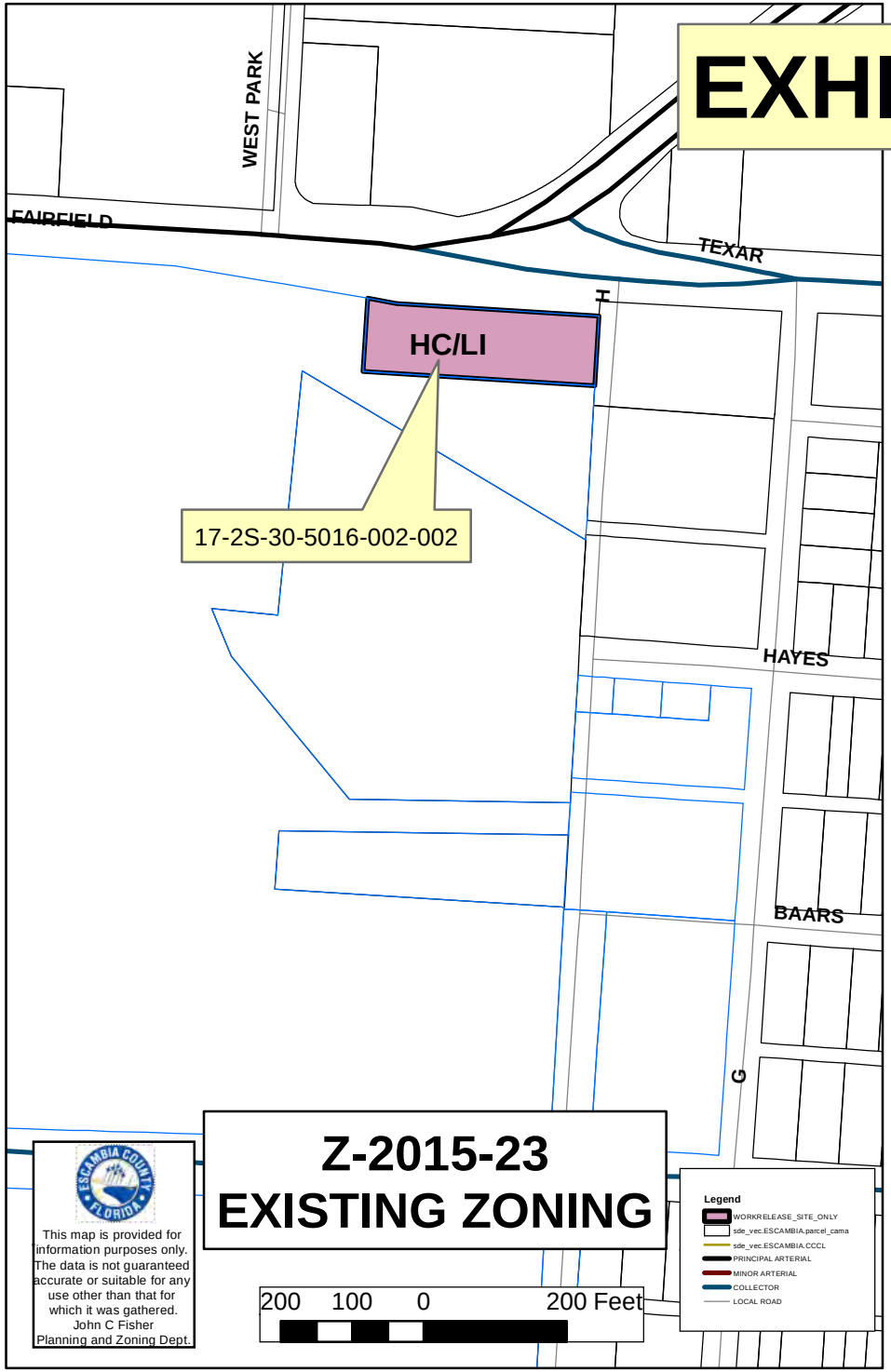
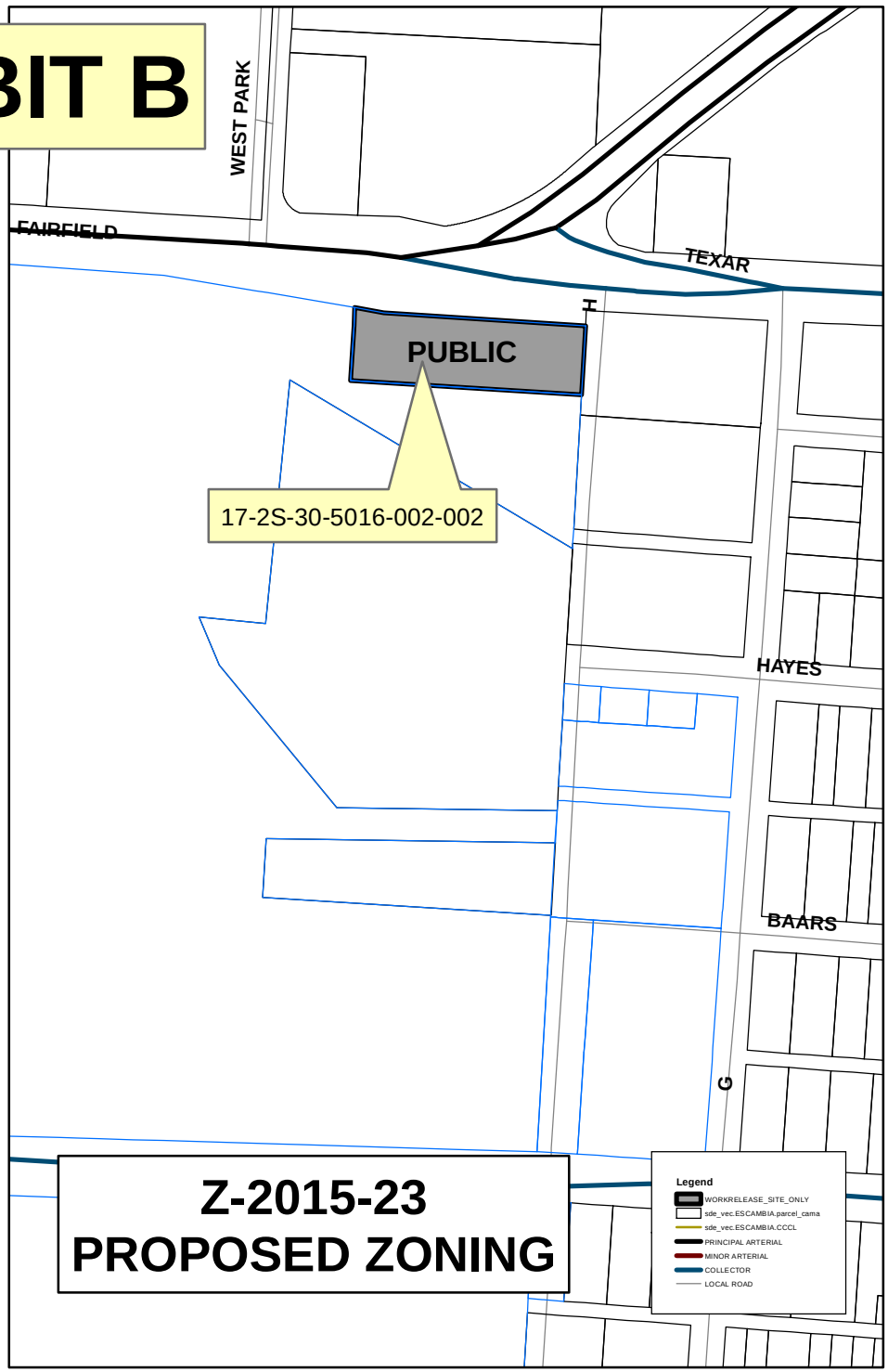

FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
CROSS
ST JOSEPH
HATTON
YONGE
N
P
PUBLIC
17-2S-30-5016-000-002
P
PUBLIC
Z-2015-23
PROPOSED ZONING
480 240 0 480 Feet
Legend
Jail_Rec_site_only
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

EXHIBIT B

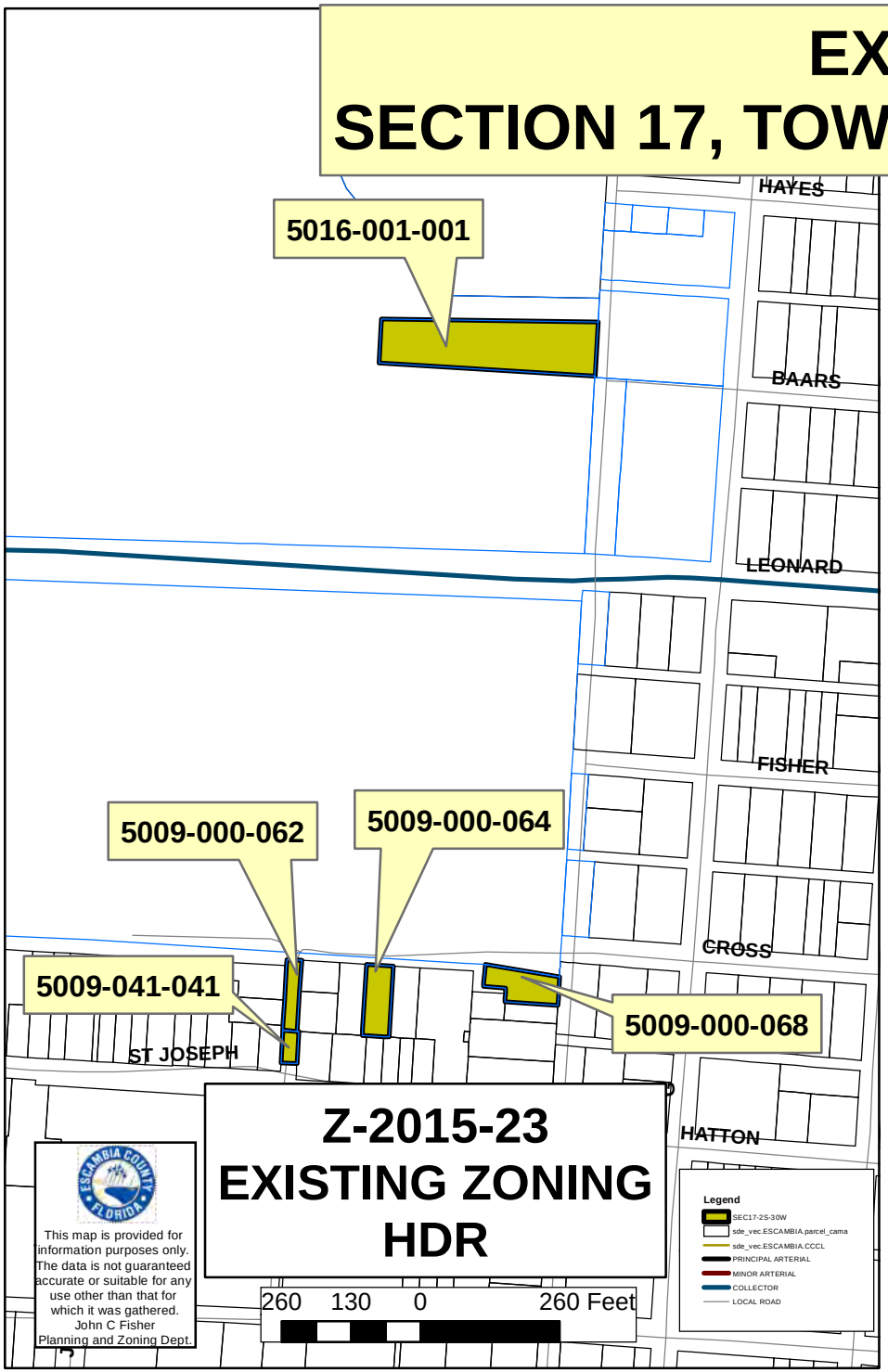


Z-2015-23
EXISTING ZONING



Z-2015-23
PROPOSED ZONING

EXHIBIT C
SECTION 17, TOWNSHIP 2S, RANGE 30W



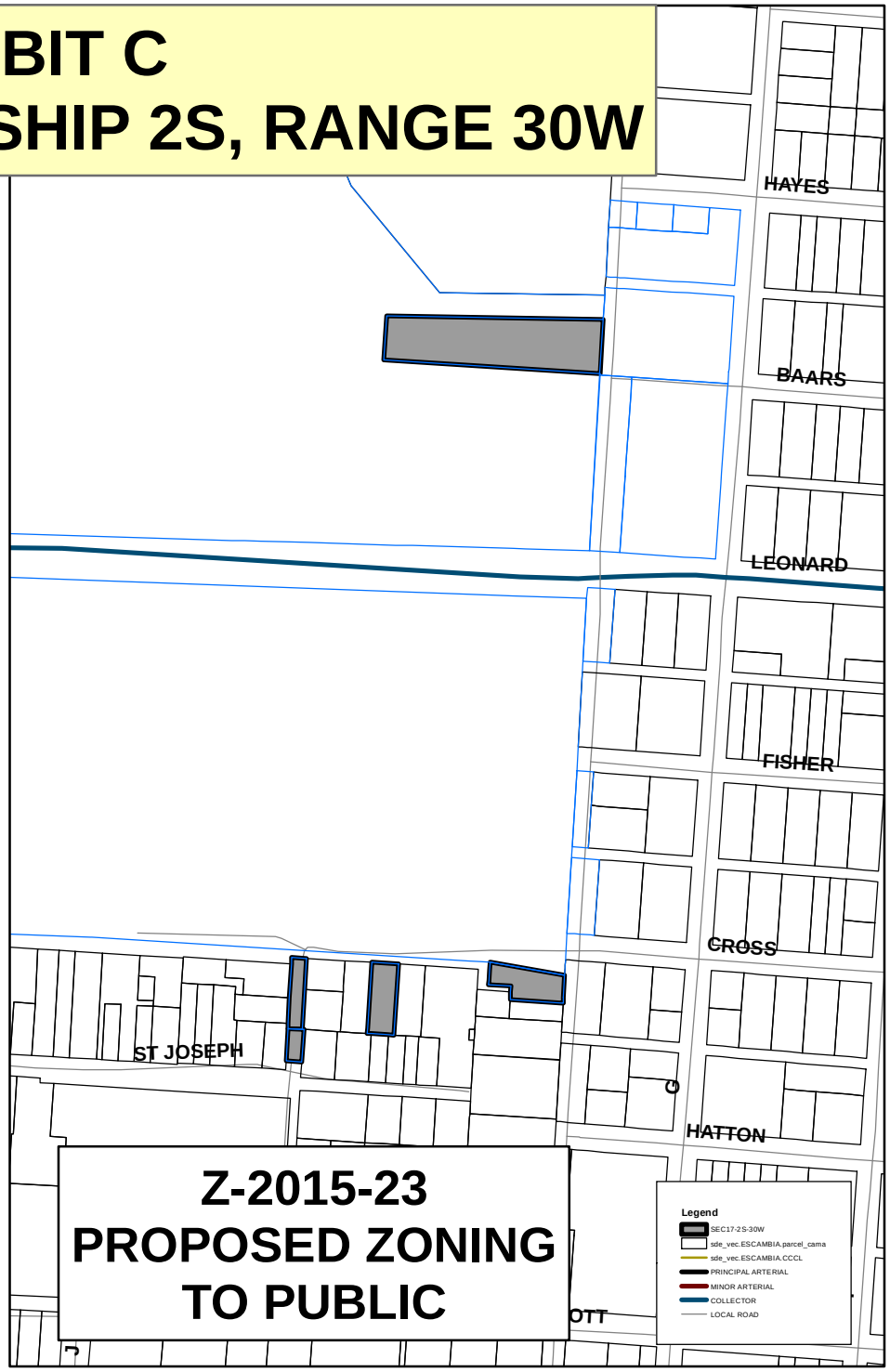
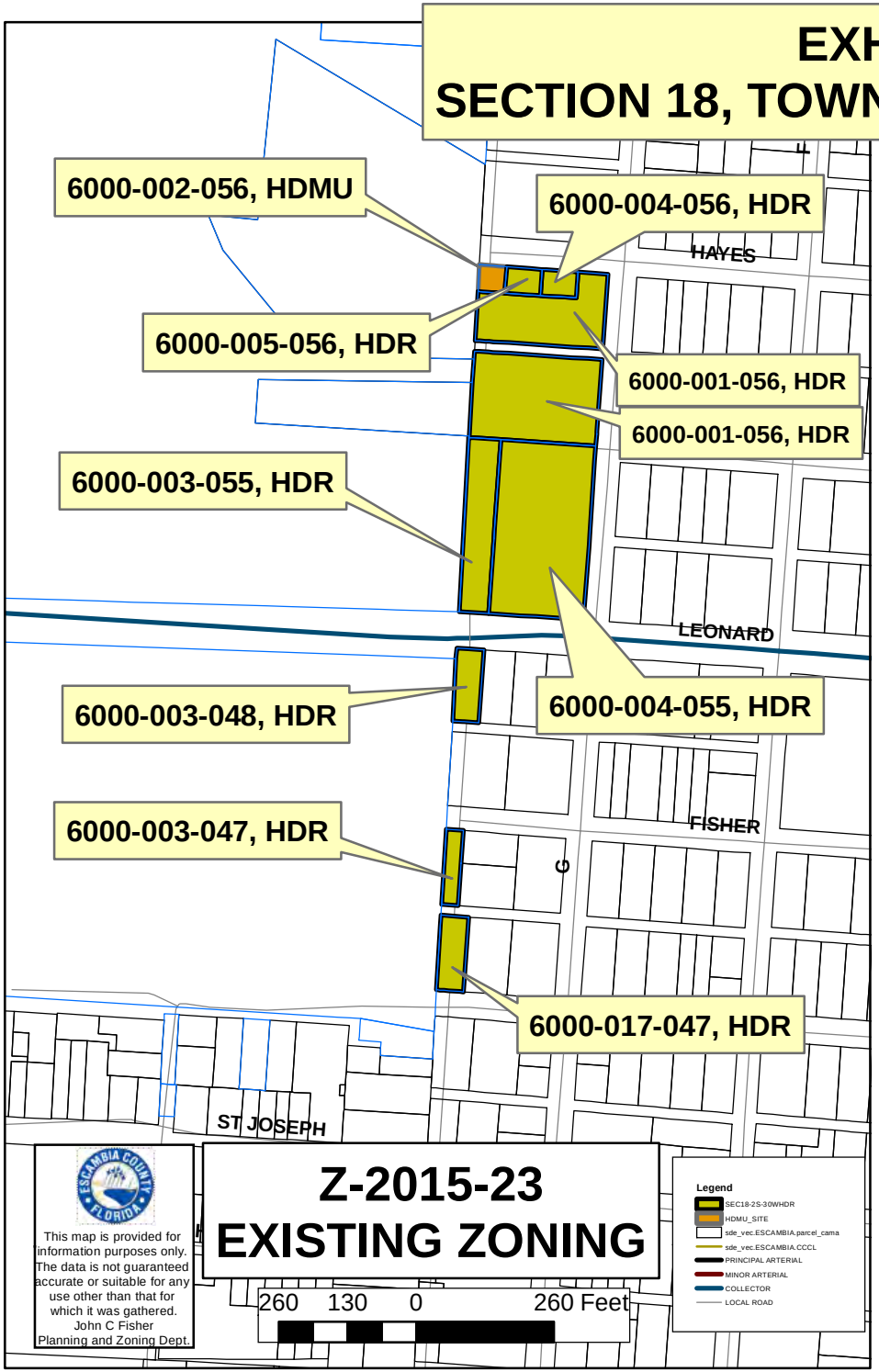


EXHIBIT D
SECTION 18, TOWNSHIP 2S, RANGE 30W







Public Hearing Sign



Looking North Across Leonard Street and along "L" Street.



Looking East along Leonard Street.



Looking Southeast on Stormwater Pond area.


Looking South From Leonard Street



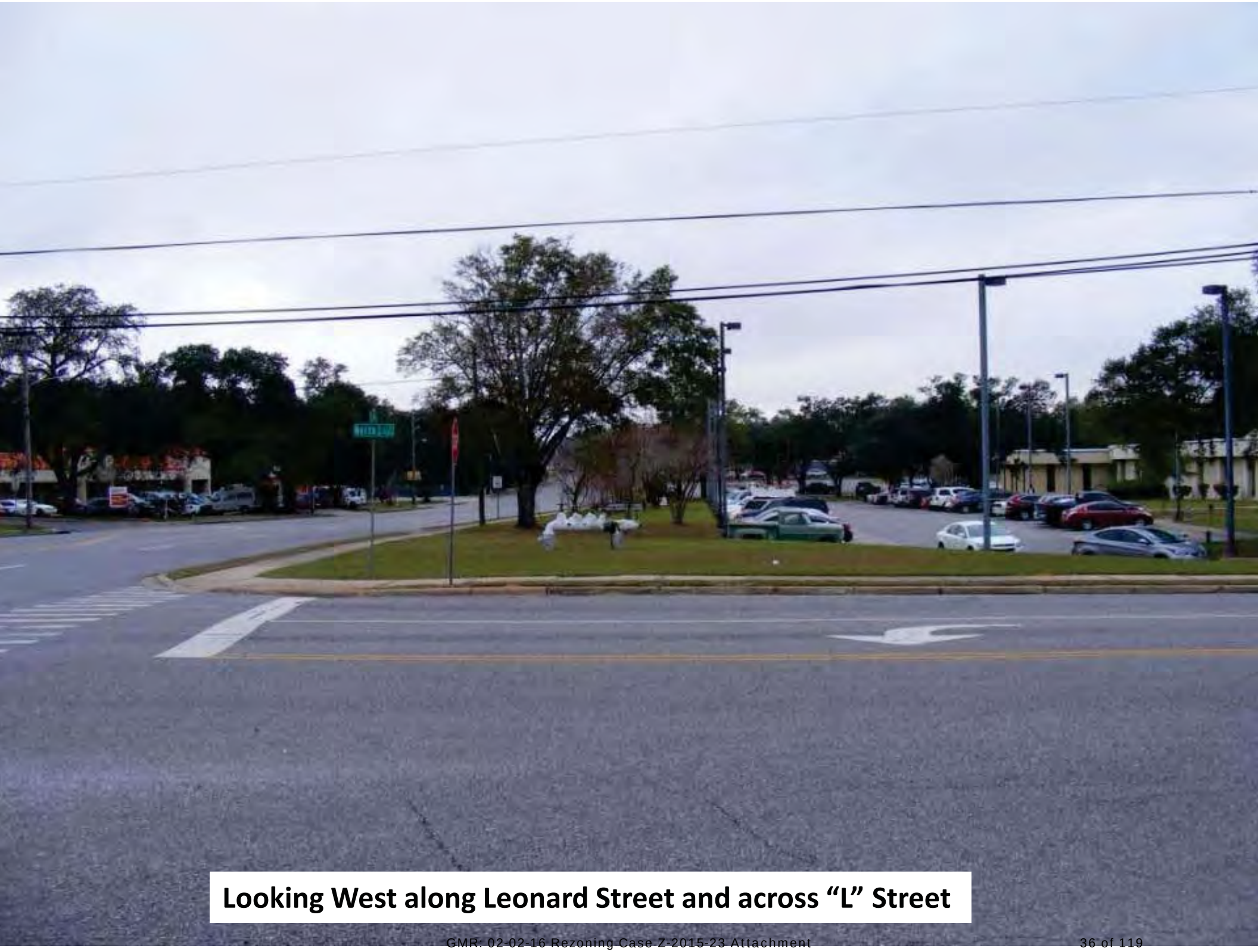
Public Hearing Sign



Looking East Along Leonard Street from the Corner of “L” Street.



Looking South across Leonard Street



Looking West along Leonard Street and across “L” Street



Looking North along "L" Street from the corner of Leonard Street



Public Hearing Sign



Public Hearing Sign Looking South Along “H” Street



Looking West on Recreation Site from “H” Street.



Looking North Along "H" Street



Looking NE on the Corner of "H" Street and Leonard Street.



Public Hearing Sign



Looking East along Leonard Street



Looking Southeast Corner of "H" Street and across Leonard Street



Looking South Across Leonard Street from the corner of “H” Street.



Looking North along "H" Street



Public Hearing Sign on Fairfield Drive.



Looking East Along Fairfield Drive



Looking North across Fairfield Drive.



Looking Northeast along Fairfield Drive.



Looking Southeast from Fairfield Drive



Looking West along Fairfield Drive.



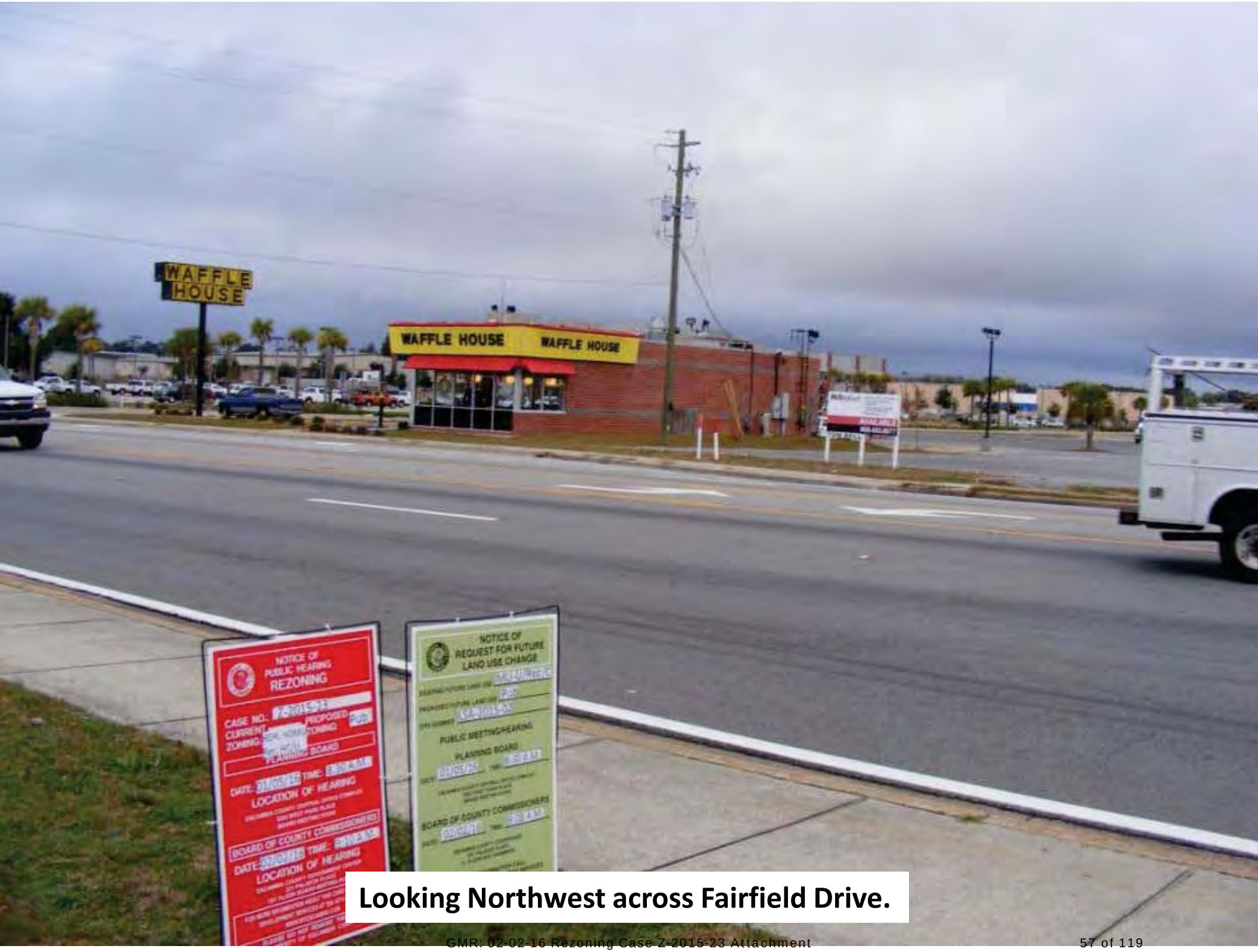
Public Hearing Sign on Fairfield Drive.



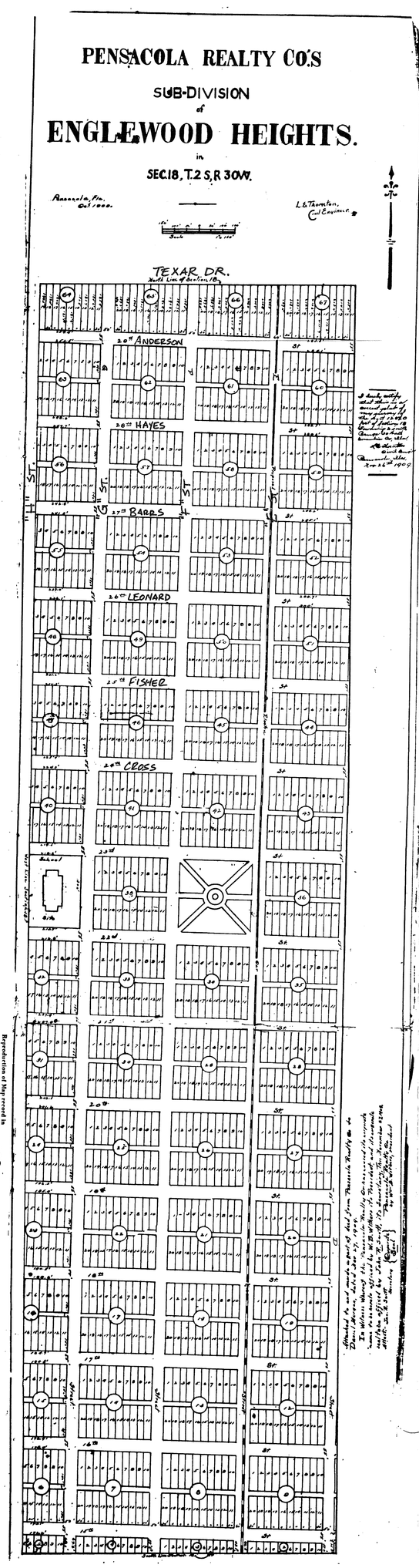
Looking East along Fairfield Drive

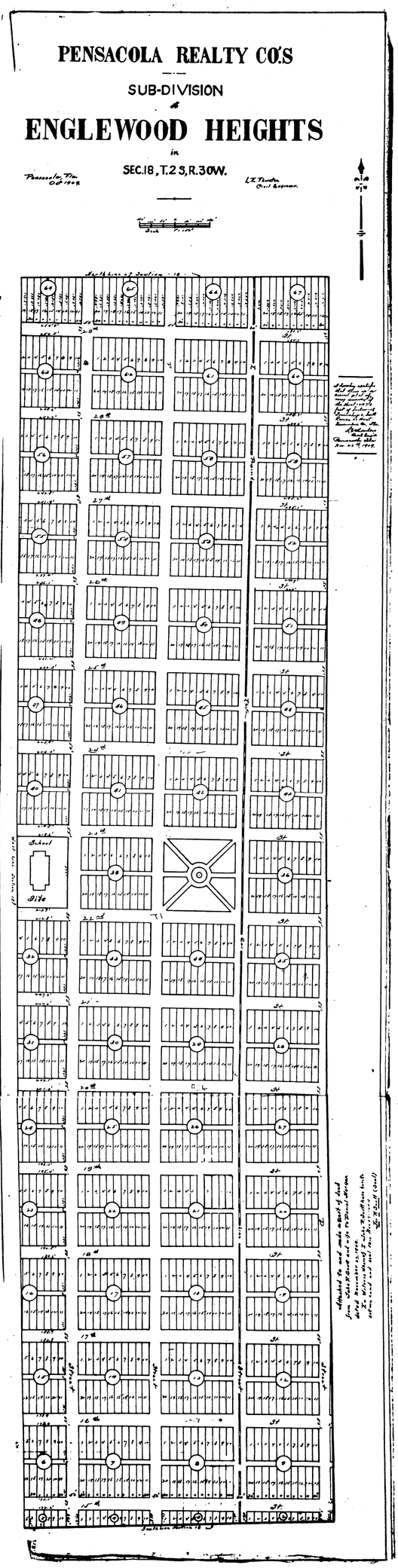


Looking West along Fairfield



Looking Northwest across Fairfield Drive.





58 of 119
GMR: 02-02-16 Rezoning Case Z-2015-23 Attachment

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features

None

Parcel Information

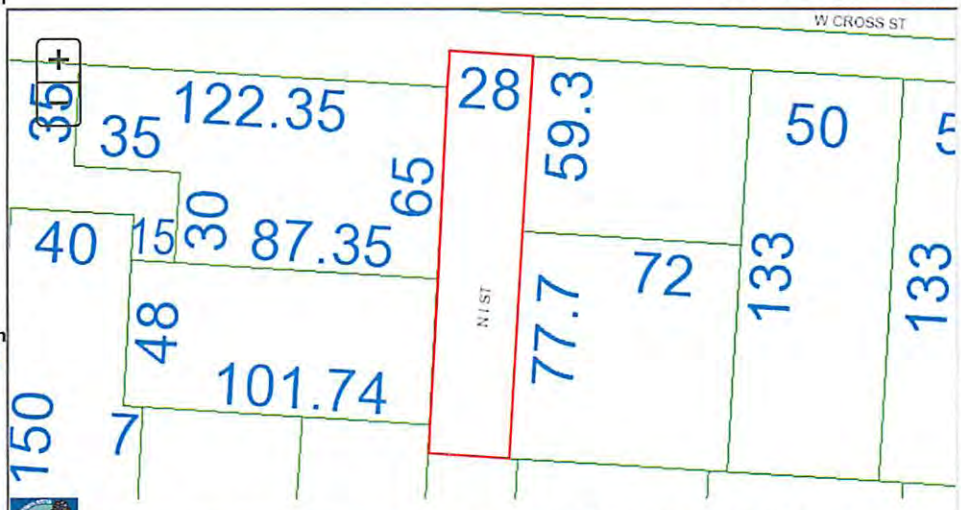
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

RECD. 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida, to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Pookman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
$0.30

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Diane Jarvis

Pauline Skelton

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of June A.D. 1976

Diane Jarvis

My Commission Expires
April 21, 1978

RECORDED AND RECORD VERIFIED
AUG 27 3 18 PM
FRED A. KNOTHE
CLERK CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features
None

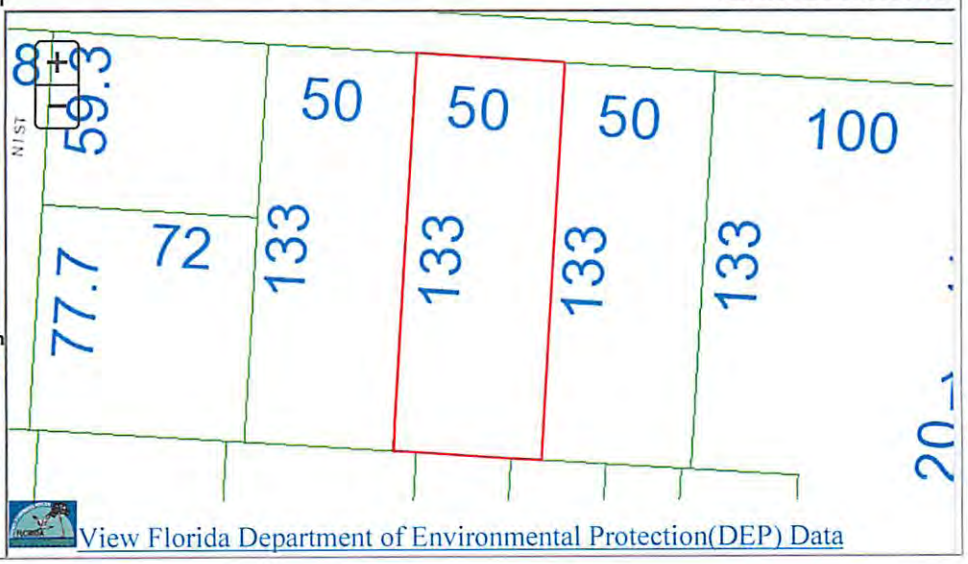
Parcel Information Launch Interactive Map

Section Map Id: 17-2S-30-1

Approx. Acreage: 0.1527

Zoned: HDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

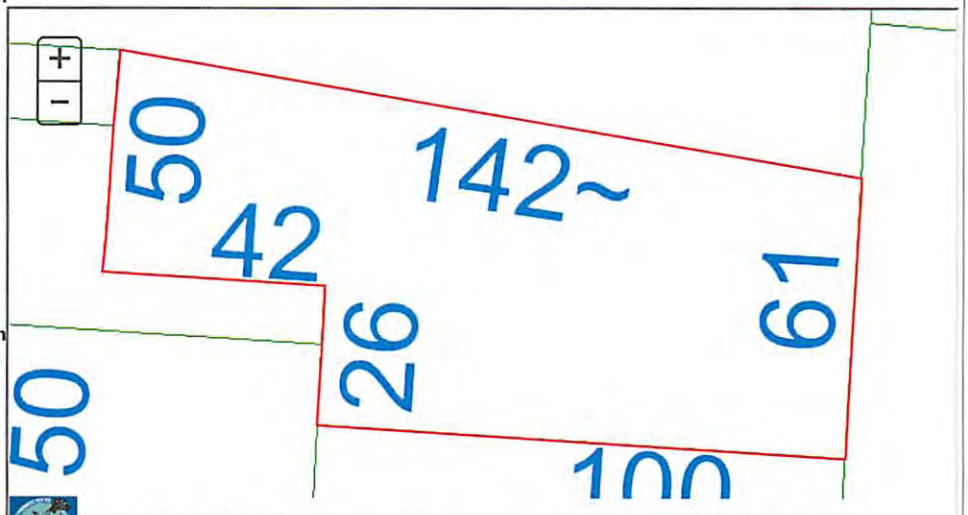
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

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

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

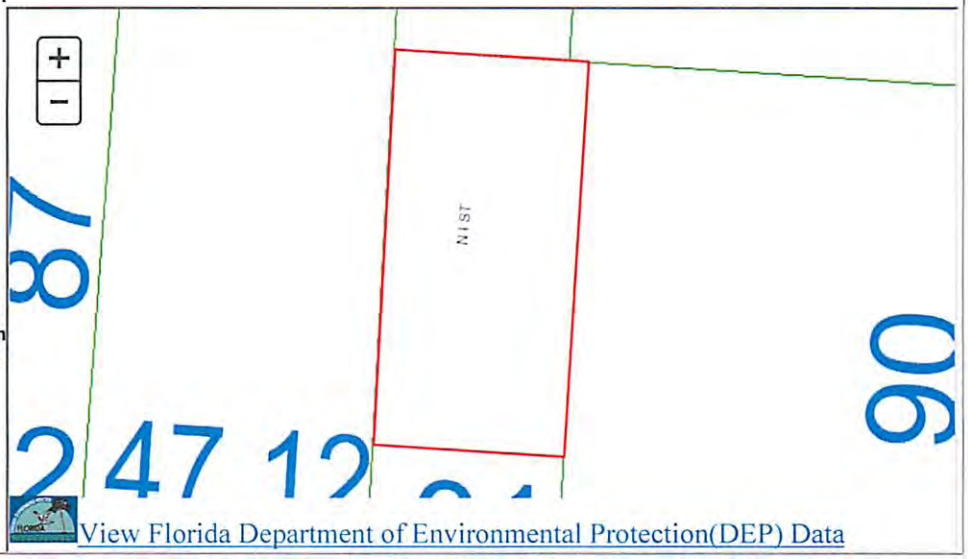
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

S.D. Acc due
elig Dec

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 19 73 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Elaine Jarinas
Patricia S. Thomas

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Elaine Jarinas
Notary Public
My Commission Expires: 4/21/86

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

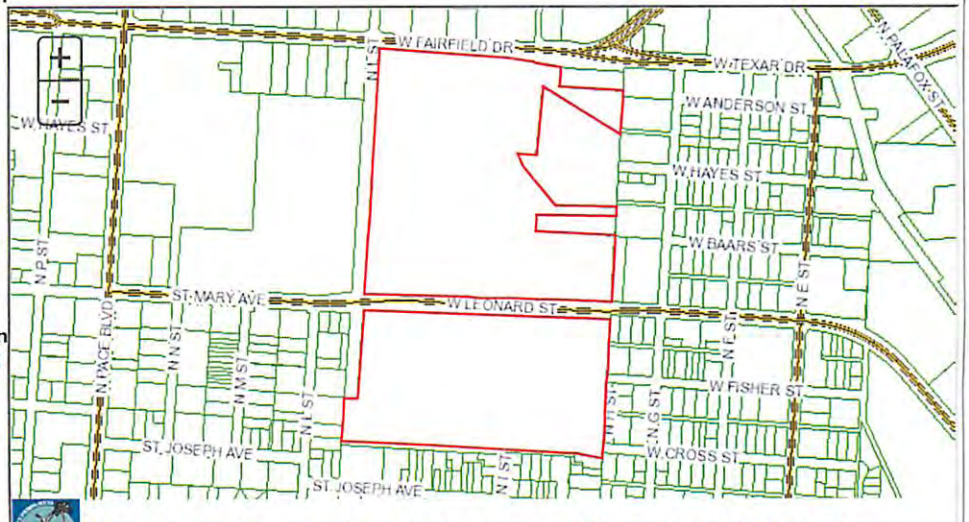
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

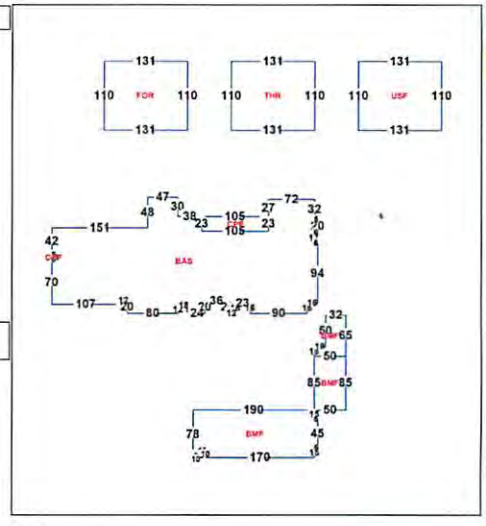
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



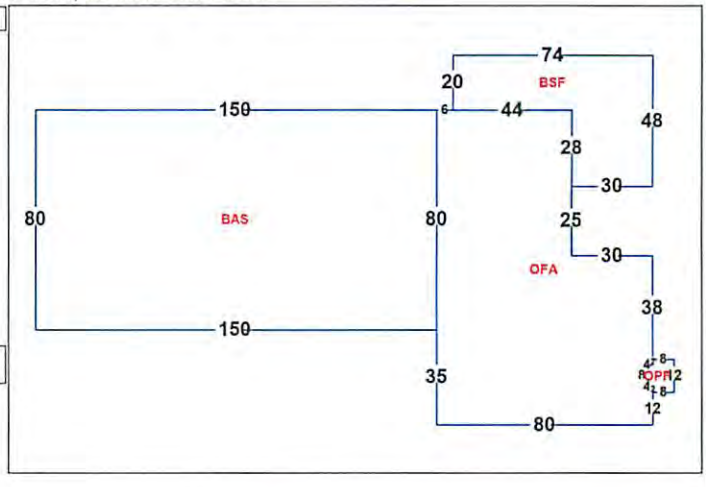
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



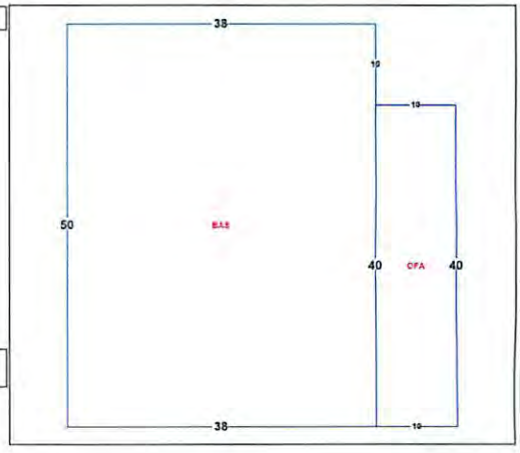
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



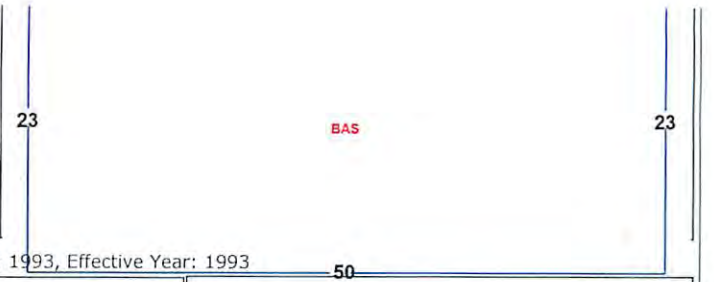
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

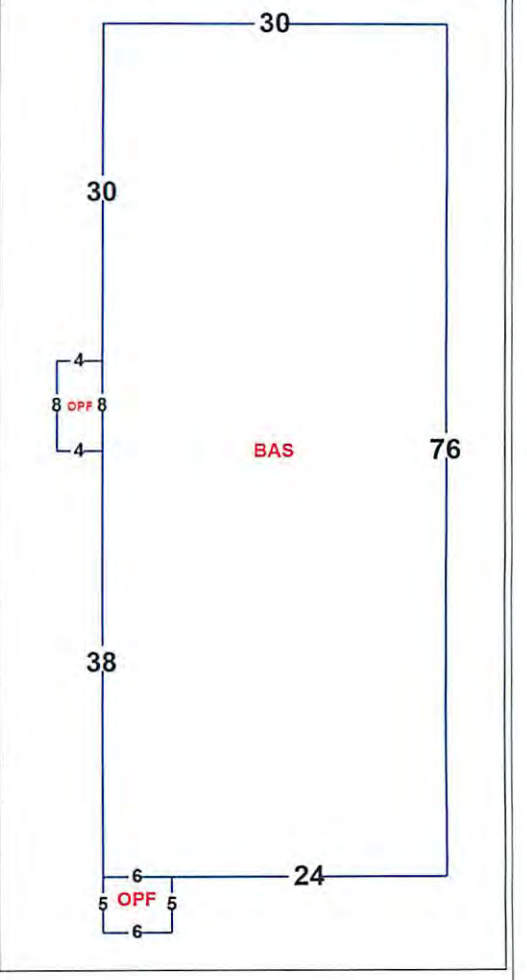
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

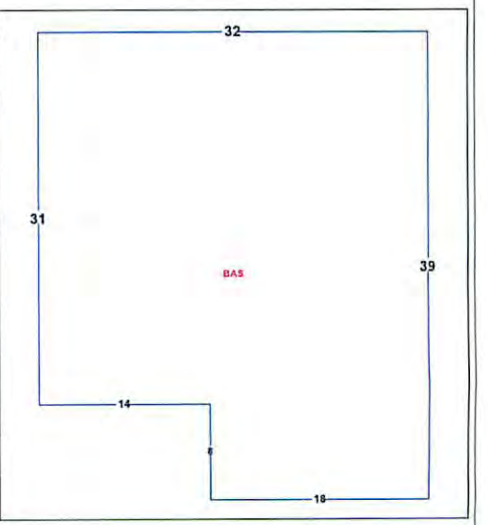
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

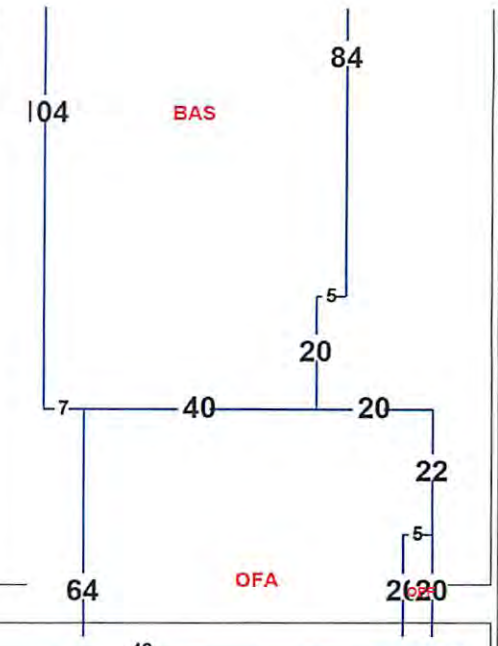
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

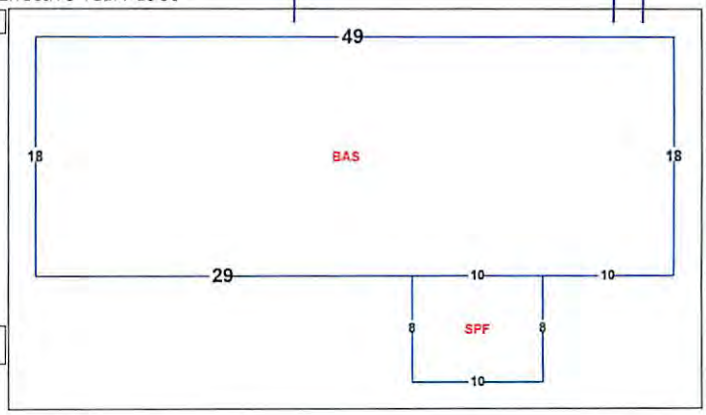
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

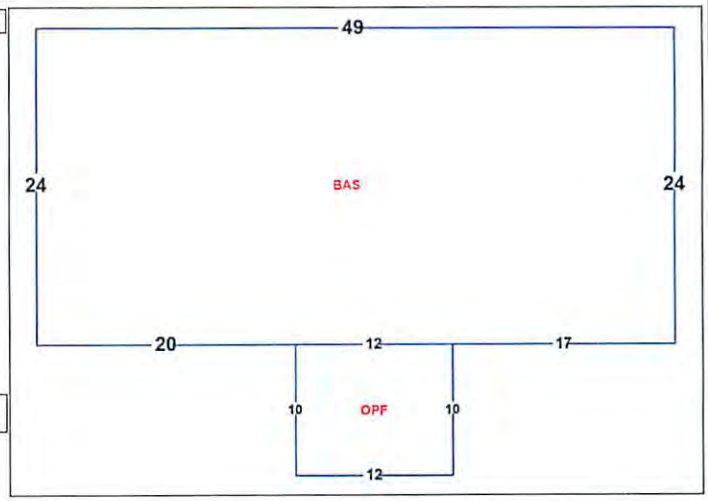
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

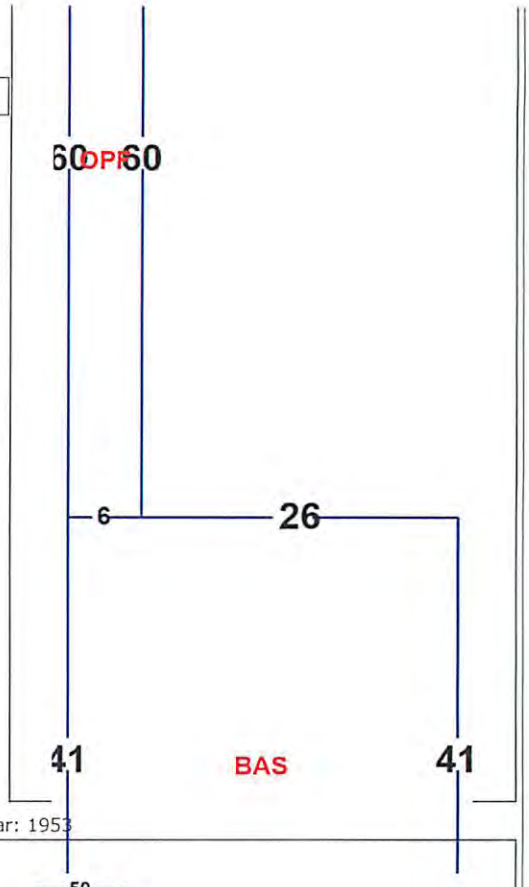


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

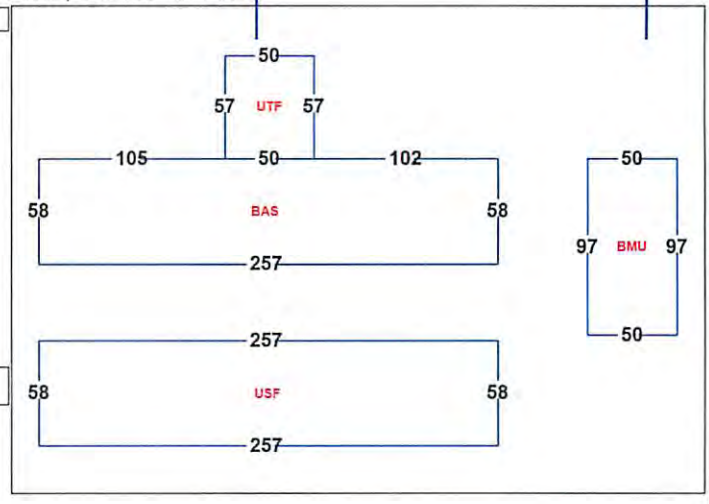
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

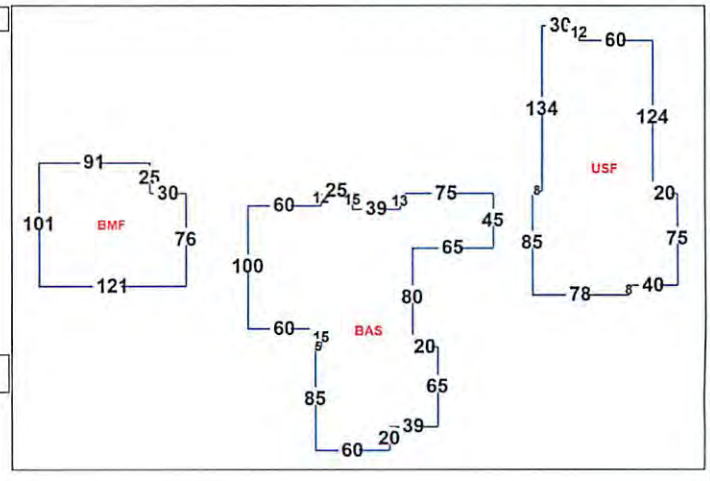
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

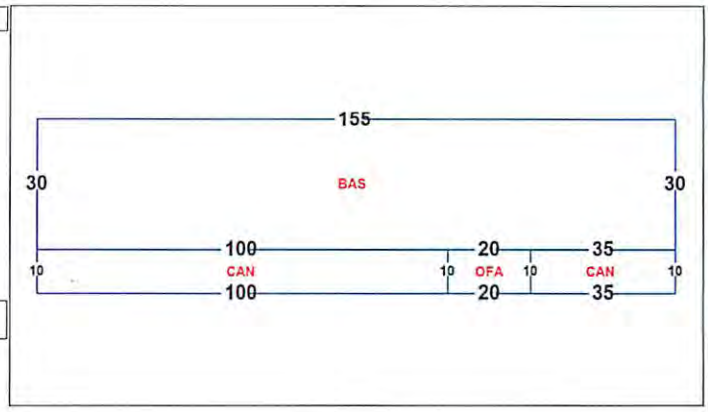
Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

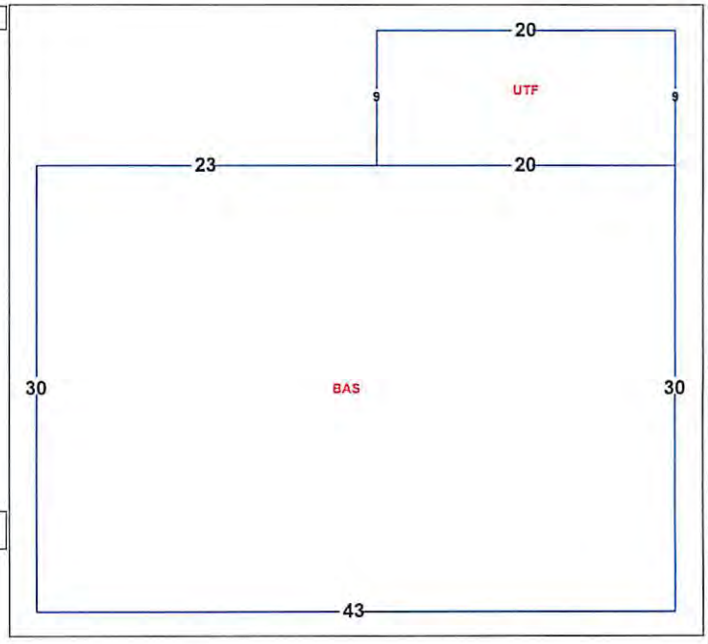
Areas - 6200 Total SF
BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



Year Built: 1975, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

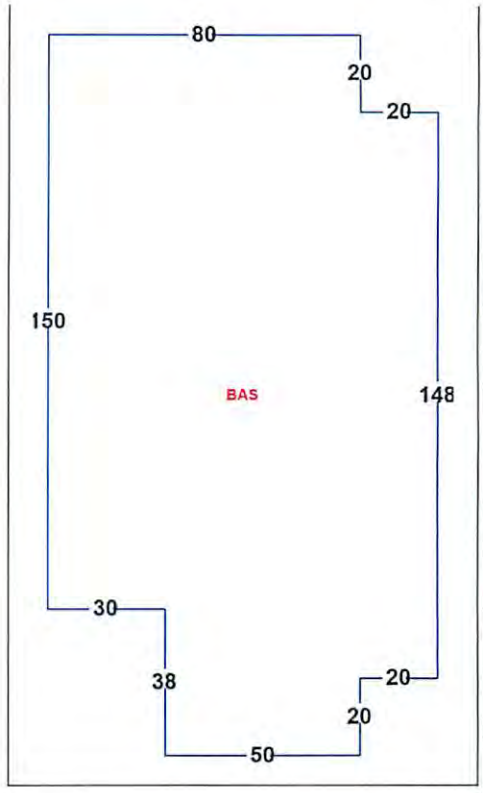
Areas - 1470 Total SF
BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF
BASE AREA - *16860*



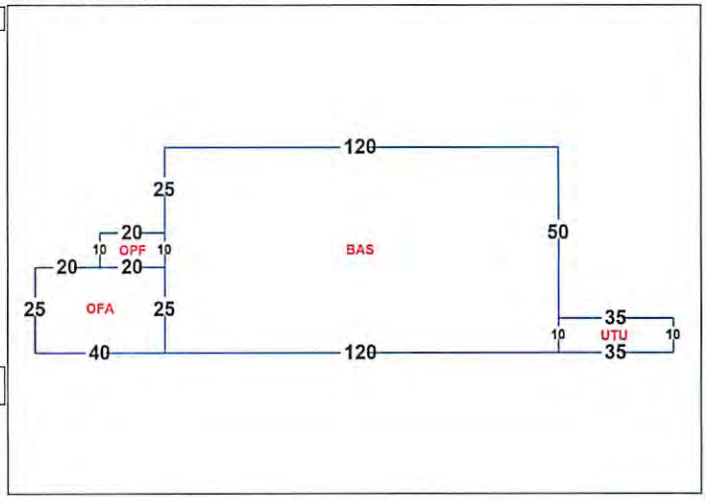
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



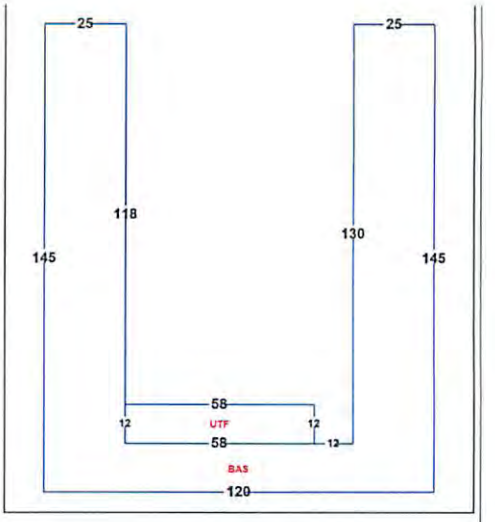
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



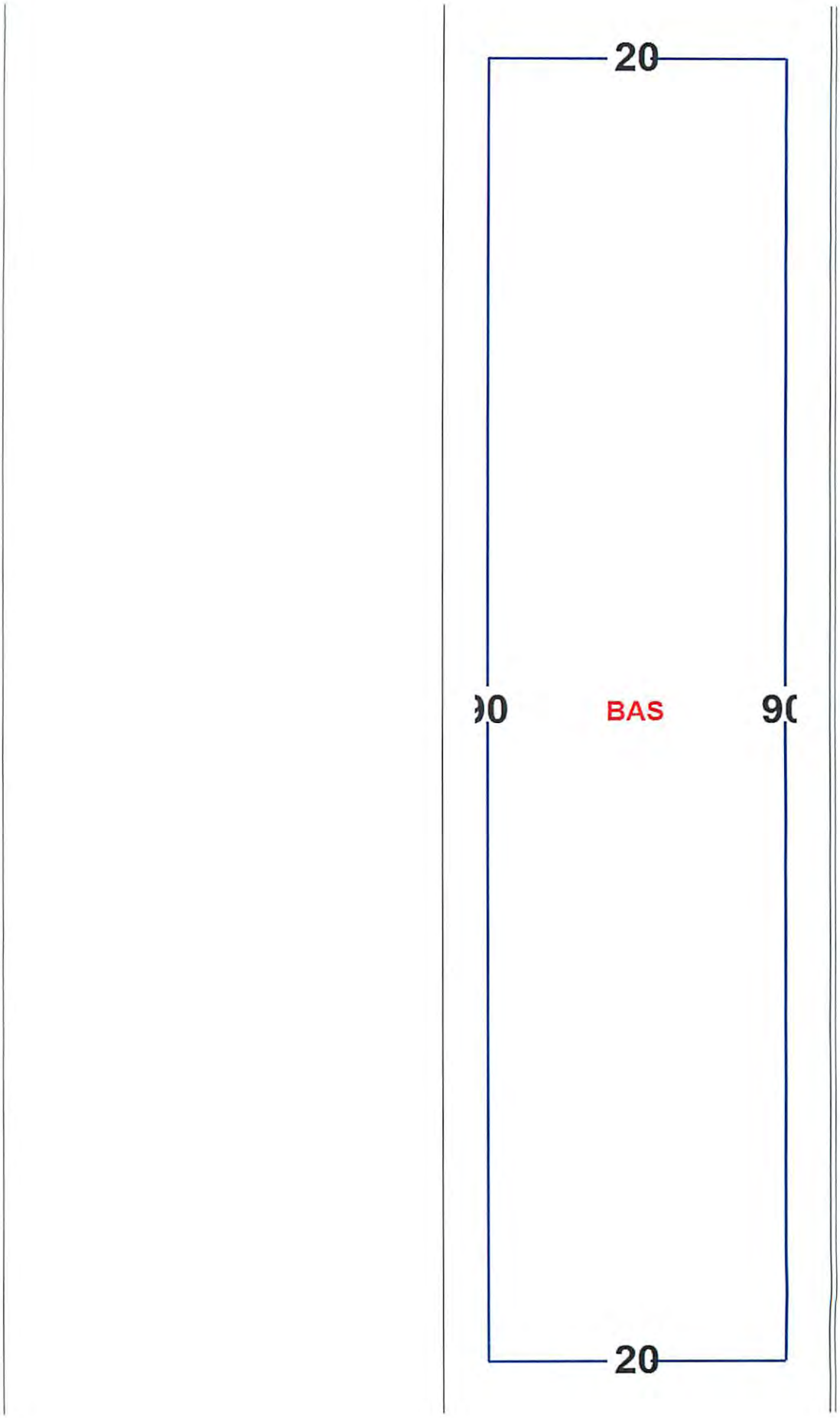
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

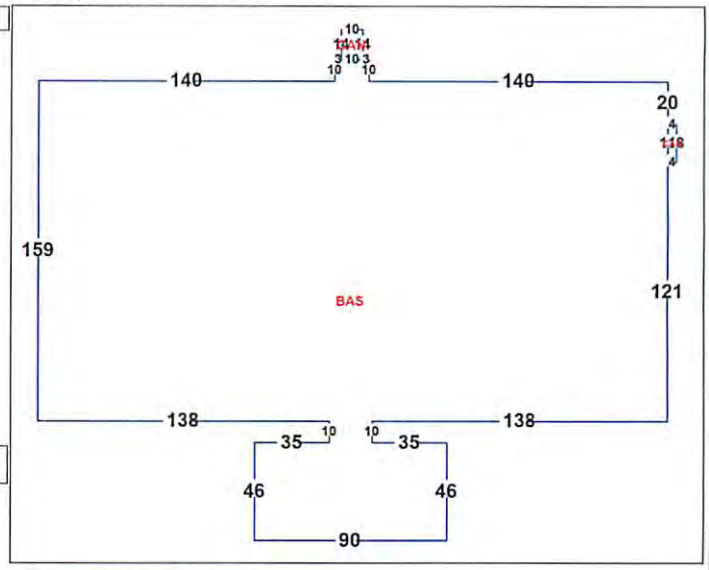
BASE AREA - *1800*


20
BAS
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

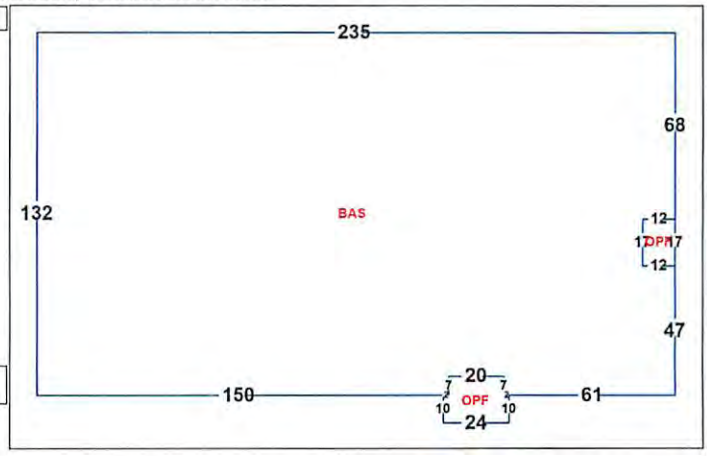


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

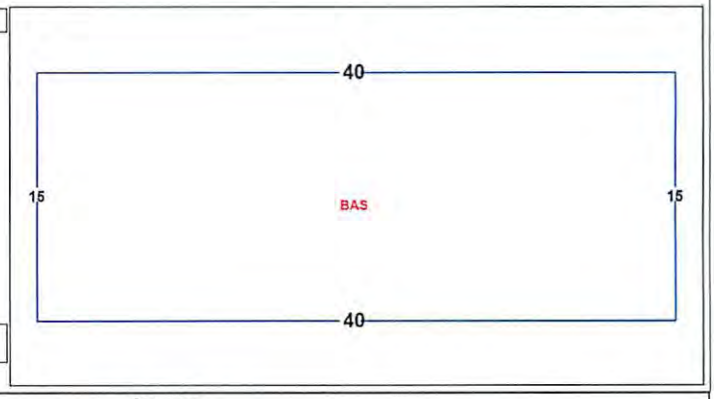


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images



7/14/06

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.

17-2S-30

BK3254 PG 630 9/22/92 P-4

13+2 Plw

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.

Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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 JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

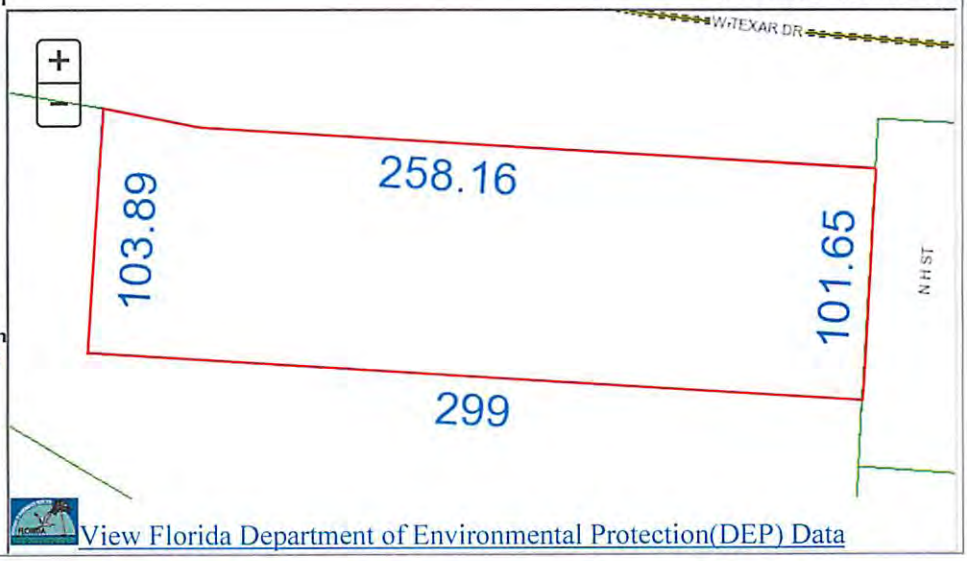
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features

None

Parcel Information

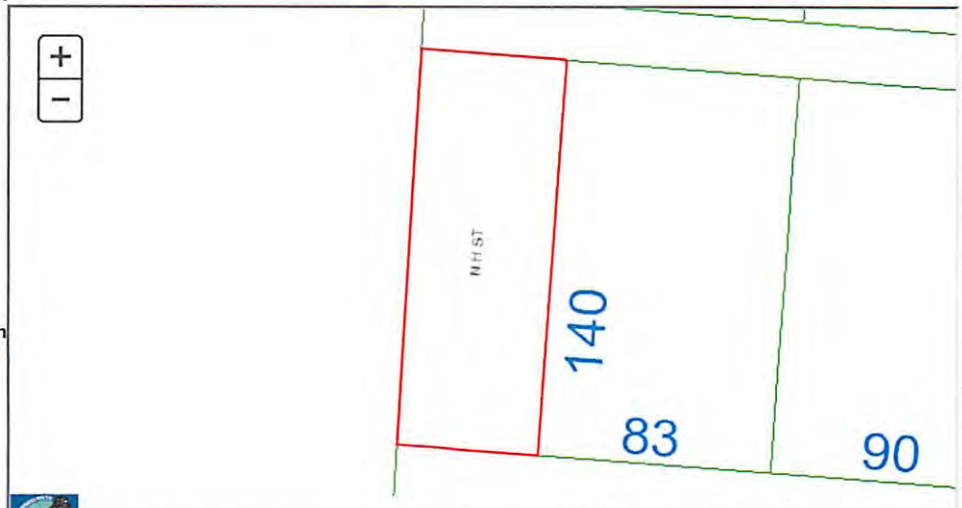
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121247

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Jarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Jarinas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

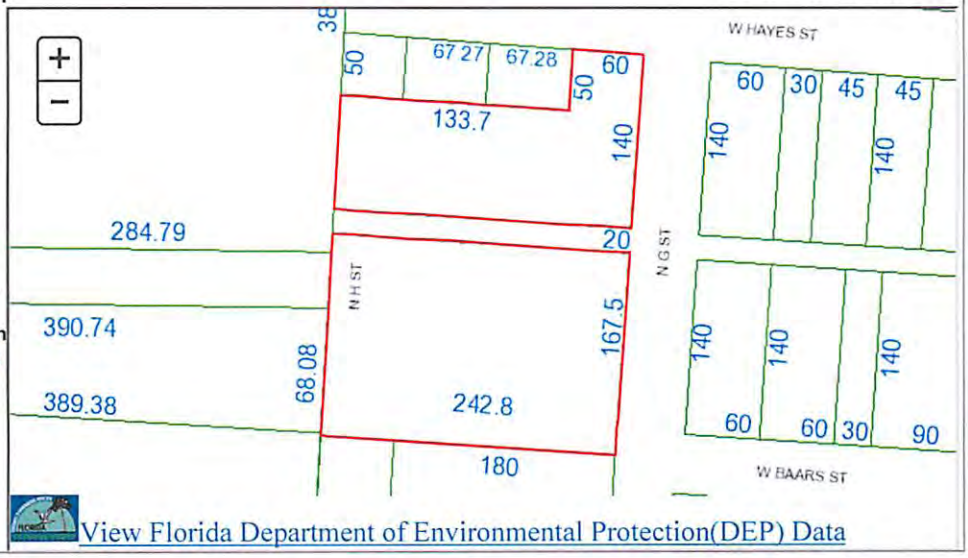
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503

BOOK 2792 PAGE 324

FILE NO. 89-1270
DOC. ~~400.00~~ 440.00
REC: 6.00 571
TOTAL ~~406.00~~ 446.00

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CORPORATION WARRANTY DEED

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, 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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
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:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: _____ D.C.
CERT. REG. #59-2043328-27-01

FILED AND RECORDED IN OFFICIAL RECORDS BOOK & PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

FILED FOR RECORD
ESCAMBIA COUNTY, FLORIDA
Dec 19 9 14 AM '89
CLERK OF CIRCUIT COURT

764996

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 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 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.

BY: C. A. Hobbs, Jr. PRESIDENT

Signed, sealed and delivered
in the presence of:

Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

Linda G. Salter
Notary Public

June 2, 1991
My Commission Expires:

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

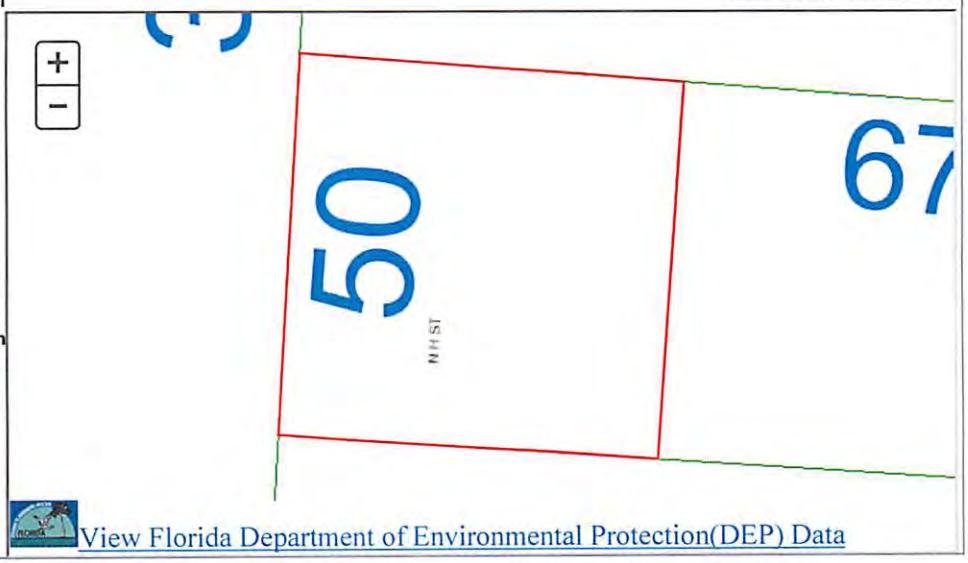
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (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 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy W. Cochran
Print Name Amy W. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Lillian M. Ewens
Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features
None

Parcel Information

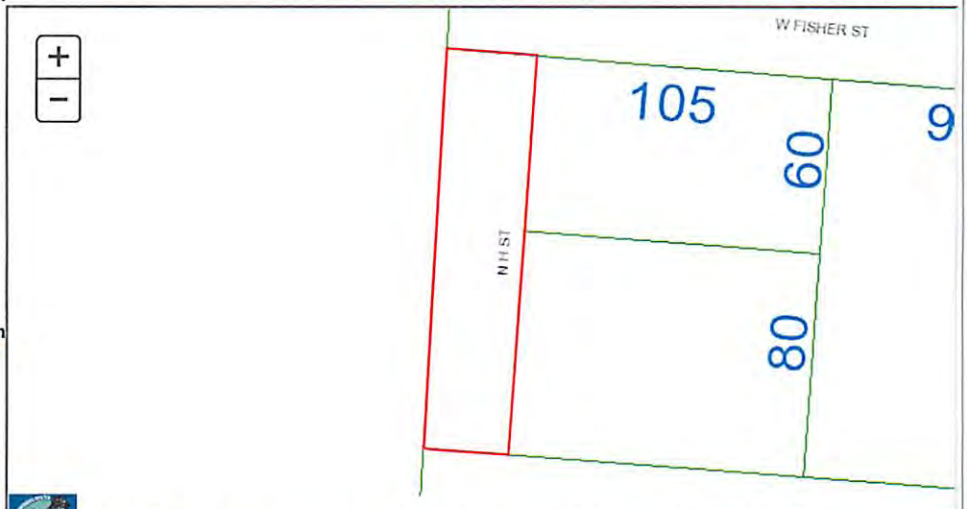
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

40 Deed

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

OR 1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON JAN 8 3 23 PM '82 ESCAMBIA COUNTY, FLA.

121249

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jarinas

Patricia Thrasher

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jarinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

O.R. 1606 PAGE 888

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121248

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Jaimas

Patricia Bernatas

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Jaimas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features

ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id: 18-2S-30

Approx. Acreage: 1.3500

Zoned: HDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

D-2

Form 140
Warranty Deed
Standard Printing Co.
Pensacola, Fla.

BK 473 PG 192

WARRANTY DEED

P.O. Box 1105 Pensacola, Fla.

State of Florida
Escambia County

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Owners and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

All of Lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1207 feet of Section 16, Township 2 South, Range 30 West recorded in Deed Book 9", Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA DOCUMENTARY STAMP TAX 15.00

FLORIDA DOCUMENTARY SURTAX 05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hand s and seal s this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C. N. Mason (SEAL)

Louise D. Mason (SEAL)

(SEAL)

(SEAL)

(SEAL)

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.

Jan 15 9 35 AM '73

CLERK CIRCUIT COURT

405 351

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August A.D. 19 68

Notary Public

My commission expires 4-22-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

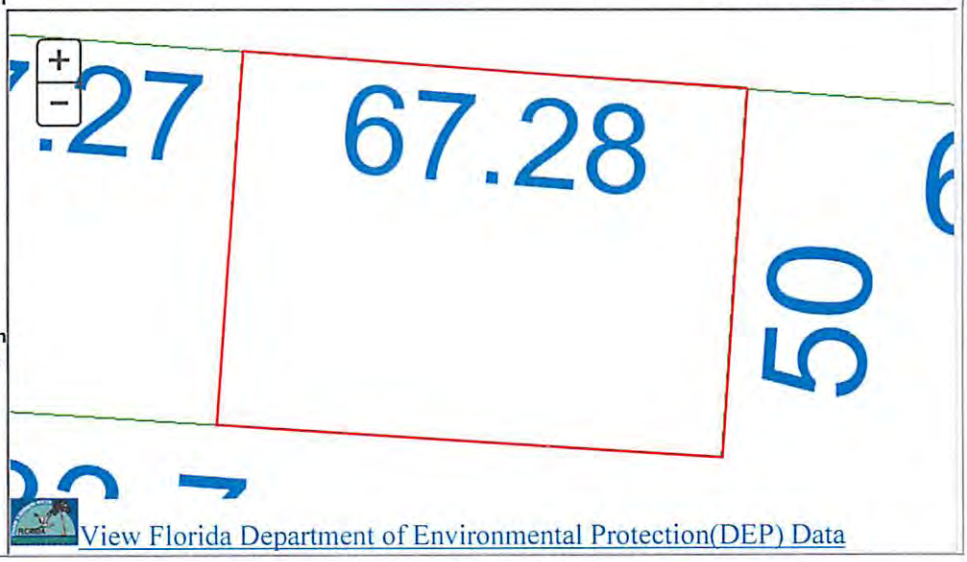
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

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

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

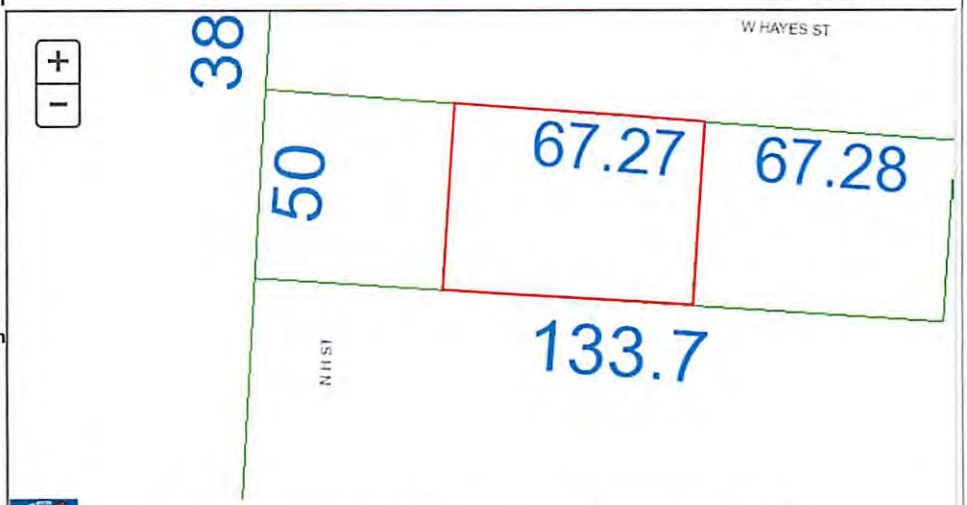
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (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 Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose 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.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Signature of Notary Public

Elizabeth A Larrieu
Printed Name of Notary Public

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

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

Sworn to and subscribed before me this 18th

day of Nov. A.D., 19 97

Bertha Ferguson
Notary Public

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Bears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

Any person who decides to appeal any decision made by an board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based.

Legal No. 52080 1T November 16, 1997

...SON
Florida
...0, 2001
...7980

BERTHA FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

1. That the motion of the Board to vacate is hereby adopted and approved.

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

in the _____ Court, was published in said newspaper in the issues of

Dec. 21, 1997

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

Sworn to and subscribed before me this 23RD day of Dec. A.D., 1997

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] AEA
CLERK OF [illegible] COURT
ESCAMBIA [illegible] FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59 Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features

None

Parcel Information

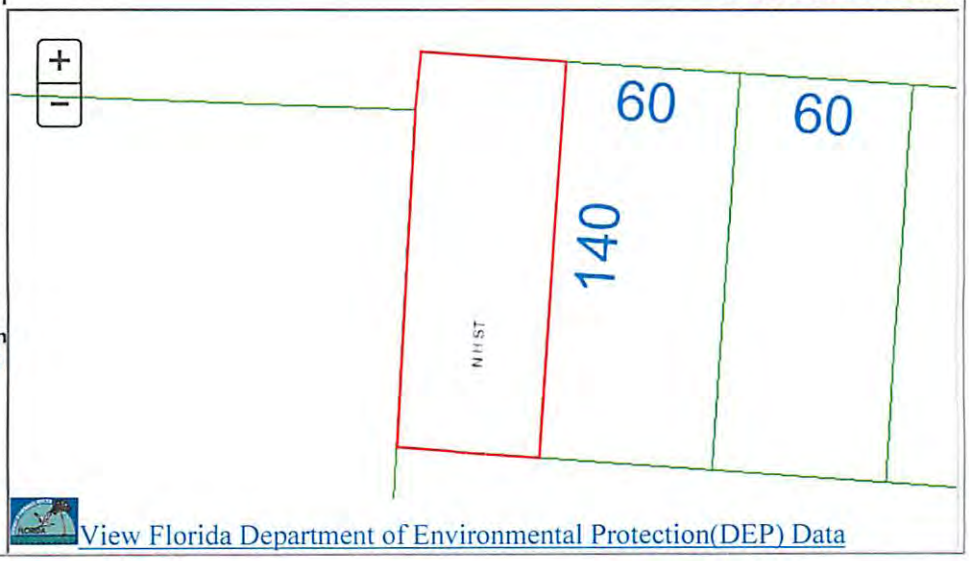
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

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

None

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

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

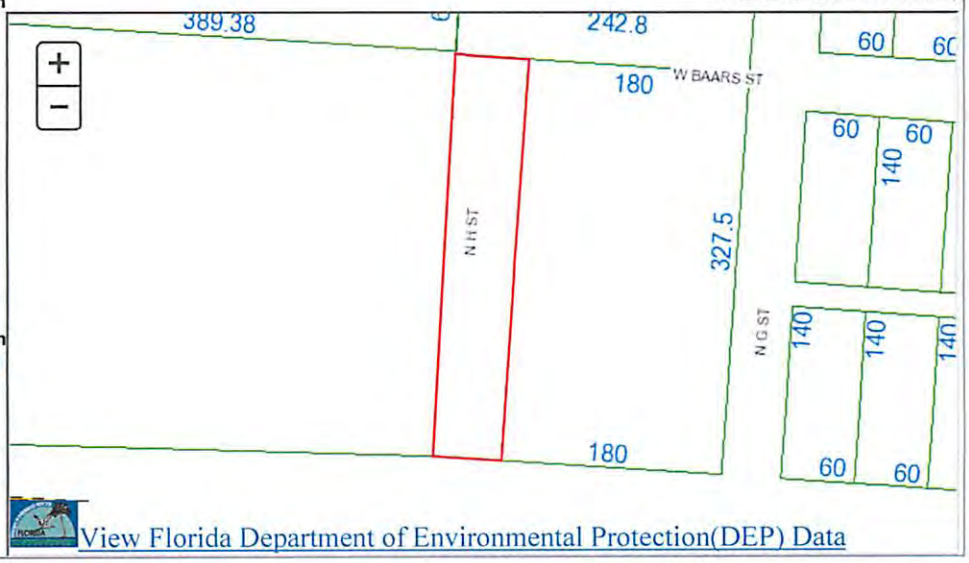
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.4400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar) DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee, ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s ~~a~~ this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno
Voncile Dixon
ATTEST:
Langley Bell, Clerk (OFFICIAL SEAL)

J. M. Cooper (SEAL)
Earl Westmark (SEAL)
Frank L. Parise (SEAL)
Clint Reilly (SEAL)

State of Florida
ESCAMBIA County,

As members of the Board of County Commissioners of Escambia County, Florida.

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Bell, as clerk ~~and~~ and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual A described by said name A in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

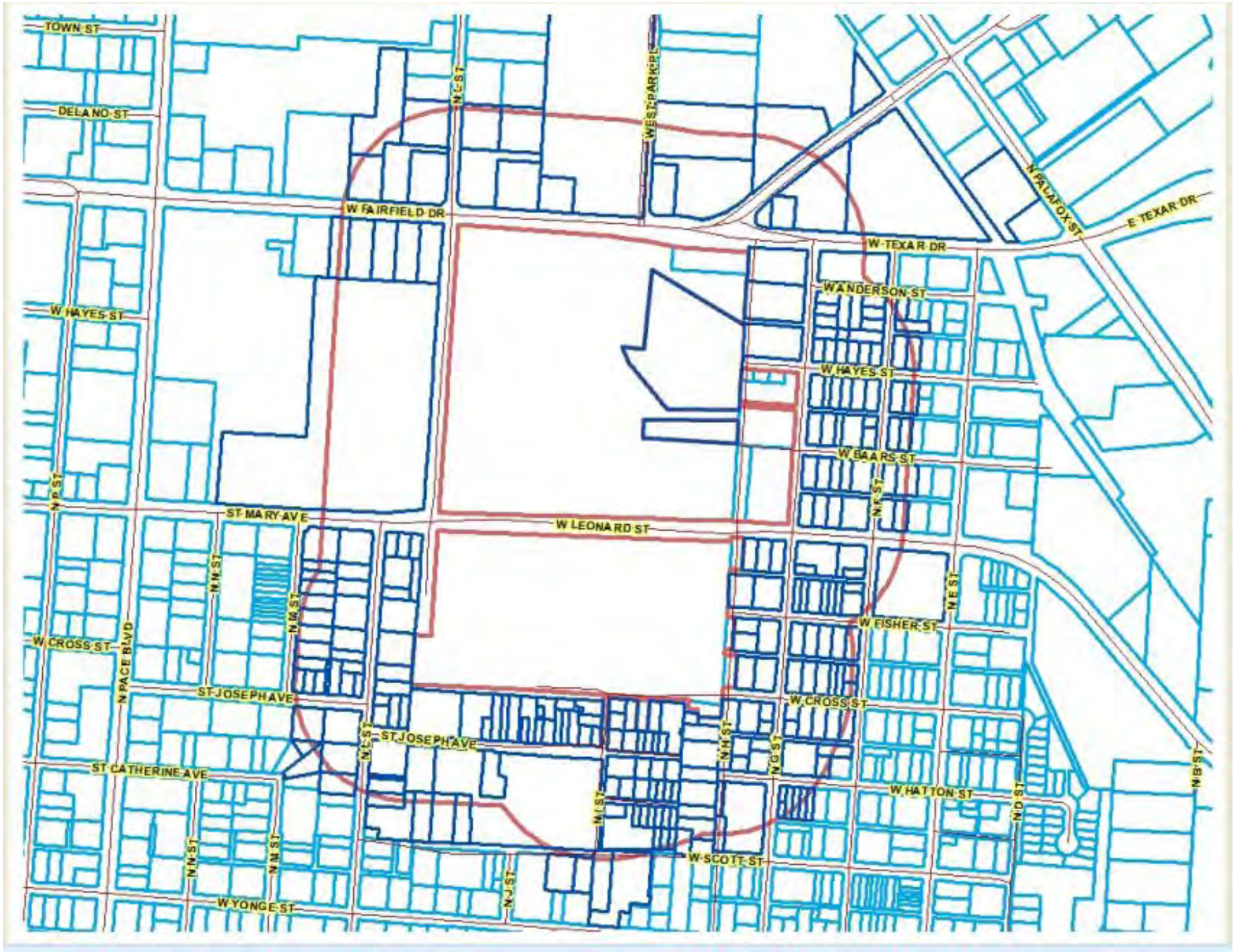
~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48


TOWN ST
DELANO ST
W FAIRFIELD DR
N I ST
WEST PARK PL
N PALAFOX ST
E TEXAR DR
W TEXAR DR
W ANDERSON ST
W HAYES ST
W HAYES ST
W BAARS ST
N F ST
N B ST
ST MARY AVE
W LEONARD ST
N M ST
N M ST
N PACE BLVD
W CROSS ST
ST JOSEPH AVE
N L ST
ST JOSEPH AVE
ST CATHERINE AVE
N M ST
N M ST
W YONGE ST
N J ST
M I ST
W SCOTT ST
N H ST
N G ST
M E ST
W FISHER ST
W CROSS ST
N O ST
W HATTON ST
M B ST

2813 LLC
642 LAKEWOOD RD
PENSACOLA, FL 32507

ABBOTT REAL ESTATE SOLUIONS LLC
117 COTTONWOOD CIR
LYNN HAVEN, FL 32444

ABNEY BROADUS
1215 W HATTON ST
PENSACOLA, FL 32501

ABNEY GLENN
651 DUNKIRK ST
PENSACOLA, FL 32534

AGEE BERTHA HARRISON LIFE EST
1507 KYLE DR
PENSACOLA, FL 32505

ALLEN JAMES A & EARTHA
3012 TURNERS MEADOW RD
PENSACOLA, FL 32514

AME ZION BURIAL ASSOCIATION
PO BOX 2821
PENSACOLA, FL 32513

ANDERSON CHENOA M
1220 W HATTON ST
PENSACOLA, FL 32501

ANDREWS LUCILLE
2619 NORTH H ST
PENSACOLA, FL 32501

APPARICIO VINCENT
803 E YONGE ST
PENSACOLA, FL 32503

ARMSTRONG MARY JO
PO BOX 18398
PENSACOLA, FL 32523-8398

ARNOLD HENRY L
4551 TERRASANTA
PENSACOLA, FL 32504

AUTREY AGNES PERRYMAN
1002 W CROSS ST
PENSACOLA, FL 32501

AUTREY HERMAN L
1002A W CROSS ST
PENSACOLA, FL 32501-1316

BAILEY RAYMOND
3416 STONEHALL DR
BELTSVILLE, MD 20705

BAIRD F A JR
4806 MOBILE HWY STE A
PENSACOLA, FL 32506-3241

BALL ANNIE BELLE
6024 TOULOUSE DR
PENSACOLA, FL 32505

BALL NAPOLEN EST OF
2357 TRUMAN AVE
PENSACOLA, FL 32505

BELL ALVIN D II
4711 S HIMES AVE APT 2103
TAMPA, FL 33611

BLAIR MARY PEARL ALLEN
17419 INVERWERE ST
CLEVELAND, OH 44128

BLANKENSHIP FIRNAH A
1605 W SCOTT ST
PENSACOLA, FL 32501

BLOXSON ANNIE
3005 N F ST
PENSACOLA, FL 32501

BLOXSON DOROTHY JEAN
2921 NORTH F ST
PENSACOLA, FL 32501

BLOXSON JOSEPHINE B
3007 NORTH F ST
PENSACOLA, FL 32501

BONNER TINNIE MAE
700 TRUMAN AVE APT 145-N
PENSACOLA, FL 32505-4022

BOOKER ABRAHAM
1100 W FISHER ST
PENSACOLA, FL 32501-1208

BOOKER EDDIE
2602 NORTH I ST
PENSACOLA, FL 32501

BRACY MATTIE R
695 RIVER MIST DR
JONESBORO, GA 30238-5749

BRK LAND OF PENSACOLA LLC
3882 NW 25TH CIRCLE
GAINESVILLE, FL 32606

BROWN ANTHONY
91 DAVIS RD
MCHICOPEE, MA 01022

BROWN DOUGLAS J
1008 W LEONARD ST
PENSACOLA, FL 32505

BROWN EUNICE TRUSTEE OF
2154 SMALLHOUSE RD
BOWLING GREEN, KY 42101

BROWN JEWETT
1780 ADAMS CREEK RD
HAVELOCK, NC 28532

BRYANT CALLIE
11412 LONGHILL LN
BALCHSPRING, TX 75180

BYRD NKRUMA KENYATTA
2851 BRENTWOOD RD NE
WASHINGTON, DC 20018

CAPSTONE ADAPTIVE LEARNING CTR
2912 NORTH E ST
PENSACOLA, FL 32501

CARLISLE RALPH C III
1745 W LEONARD ST
PENSACOLA, FL 32501

CARSTARPHEN MARY
1806 W ST JOSEPH AVE
PENSACOLA, FL 32501

CARTER DAISY
PO BOX 2474
PENSACOLA, FL 32513

CARY JACQUELINE JUNE
3108 N G ST
PENSACOLA, FL 32501

CHARTERS MARY ELLEN B
3101 E MALLORY ST
PENSACOLA, FL 32503

CHIANG ALICE CHU YIN
2001 COMMERCE ST #200
HOUTON, TX 77002

CHRISTIAN APRIL
1610 E HAYES ST
PENSACOLA, FL 32503

CLARK KEISHA
1817 WEST ST JOSEPH AVE
PENSACOLA, FL 32501

CLARK TAYLOR CARRIE A
537 HICKORY HILLS DR
STONE MOUNTAIN, GA 30083

CLAY CHANDRA L
916 W LEONARD ST
PENSACOLA, FL 32501

COMMUNITY ENTERPRISE INVESTMENTS
302 N BARCELONA ST
PENSACOLA, FL 32501

COMMUNITY HOLINESS CHURCH INC
1212 ST JOSEPH ST
PENSACOLA, FL 32501

CONSTRUCTION SYSTEMS INC
1011 W TEXAR DR
PENSACOLA, FL 32501

COTTON LOIS SIMPSON
1010 W LEONARD ST
PENSACOLA, FL 32501

CRENSHAW SANDRA JANET
11807 S VAN NESS AVE
HAWTHORNE, CA 90250

CUNNINGHAM ANDRE NELSON
6204 CREST PL
MOLINO, FL 32577

CURRY ANTHONY J
1217 W HATTON ST
PENSACOLA, FL 32501

CURRY ETHEL L
1219 W HATTON ST
PENSACOLA, FL 32501

CURTIS ESTELLE
6500 FABIANO ST
PENSACOLA, FL 32506

CUSHON SALLIE B EST OF
3014 GODWIN LN
PENSACOLA, FL 32526

DANG DUNG
1102 W HATTON ST
PENSACOLA, FL 32501

DAR KHURRAM
916 CRYSTAL SPRINGS AVE
PENSACOLA, FL 32505

DAVIS ACE HOME CENTER INC
3225 NORTH L ST
PENSACOLA, FL 32505

DAVIS ANTHONY
1755 ST MARYS AVE
PENSACOLA, FL 32501

DAVIS ROGER & LATRICIA E
3074 CREOLE WAY
PENSACOLA, FL 32526

DIXON EDNA
5989 WEST SHORE DR
PENSACOLA, FL 32526-1536

DO TOAN ANH
1710 FIREMAN DR
PENSACOLA, FL 32505

DOMINION KEITH (PENSACOLA BAND)
2851 NORTH E ST
PENSACOLA, FL 32501

DONALD COUNCIL JR
12 LABRADOR CT
COLUMBUS, GA 31909

DUMPSON CAROLYN
917 W HAYES ST
PENSACOLA, FL 32501

EAST HENRY
122 BERKLEY DR
PENSACOLA, FL 32503

ENGLEWOOD MISSIONARY BAPTIST CHURCH
1100 W SCOTT ST
PENSACOLA, FL 32501

ENGLISH OTIS JR
3803 NORTH 10TH AVE
PENSACOLA, FL 32501

ESCAMBIA CO COMMUNITY LAND TRUST
4805 N 9TH AVE
PENSACOLA, FL 32501

ETHERIDGE HARRY
2715 NORTH F ST
PENSACOLA, FL 32501

ETHRIDGE JOSEPHINE
2800 NORTH G ST
PENSACOLA, FL 32501

FAILS CONNIE F
922 TWIN BROOK
PENSACOLA, FL 32505

FAIRFIELD DRIVE PROPERTIES LLC
1901 CYPRESS ST
PENSACOLA, FL 32502

FAIRLEY YVONNE DONALD
202 HANCOCK LN
PENSACOLA, FL 32503

FIRST EMMANUEL OF REDEEMED SAINTS
1305 W SCOTT ST
PENSACOLA, FL 32501

FLORIDA STATE OF
PO BOX 607
CHIPLEY, FL 32428

FRIENDLY BAPTIST CHURCH
1015 W BAARS ST
PENSACOLA, FL 32501

GEORGE ETHEL MAE
1006 W HAYES ST
PENSACOLA, FL 32501

GLOBAL EQUITY INVESTMENTS GROUP LLC
1200 WESTLAKE AVENUE NORTH STE 1006
SEATTLE, WA 98109

GRIER CHATAY C
5809 RAWSON LN
PENSACOLA, FL 32503

GRIFFIN DEBORAH D
1254 LOWNDE AVE
PENSACOLA, FL 32507

HALE ARTHUR J
2601 N H ST
PENSACOLA, FL 32501

HALE MARDINE
1850 ST JOSEPH AVE
PENSACOLA, FL 32501

HALL CAROLYN F
1809 E SCOTT ST
PENSACOLA, FL 32503

HALL CHARLES R
10435 MIDTOWN PKWY # 445
JACKSONVILLE, FL 32246

HALL GWENDOLYN
2915 N HOLLYWOOD AVE
PENSACOLA, FL 32505

HARDAWAY JOHNNIE MAE
4034 N 8TH AVE
PENSACOLA, FL 32503

HARDEES RESTAURANTS LLC
1325 N ANAHEIM BLVD
ANAHEIM, CA 92801-1202

HARPER DARRELL
534 SHILOH DR
PENSACOLA, FL 32503

HARRIS EMMA
1004 W CROSS ST
PENSACOLA, FL 32501

HARRIS TIKI
PO BOX 30523
PENSACOLA, FL 32503

HARTLEY ERNESTINE
1201 W ST JOSEPHS ST
PENSACOLA, FL 32501

HAWKINS OMA
2813 N F ST
PENSACOLA, FL 32501

HAWTHORNE MINNIE LEE
1009 W HATTON ST
PENSACOLA, FL 32501

HAYES GEORGE SR TRUSTEE
1419 ELLIOTT ST
PENSACOLA, FL 32534

HAYNES CEDRIC W
2512 NORTH L ST
PENSACOLA, FL 32501

HOLY TRINITY GOSPEL CHURCH INC
2702 NORTH G ST
PENSACOLA, FL 32501

HOOKS LULA MAE
1408 W MALLORY ST
PENSACOLA, FL 32501

HOWARD ANDREW JR
5016 RILEY CT APT A
EL PASO, TX 79904

HT LAND CO
2001 COMMERCE #200
HOUSTON, TX 77002

HUDSON CHARLES A
112 COLLEGE DR
BREWTON, AL 36426

HUGHLEY JANET D
107 EAST 126TH ST APT 8H
NEW YORK, NY 10035

HUNTER JACQUELINE D
1822 W ST CATHERINE
PENSACOLA, FL 32505

JACKSON CARTER REE
1312 1/2 ST JOSEPH AVE
PENSACOLA, FL 32501

JACOBS ANN
2610 NORTH L ST
PENSACOLA, FL 32501

JAMES ALBERT C & IREATER C
1010 W HAYES ST
PENSACOLA, FL 32501

JAMES FREDERICK N
916 W BAARS ST
PENSACOLA, FL 32501

JAMES VIOLA EST OF
6276 FERGUSON CT
PENSACOLA, FL 32503

JERNIGAN GLEN M & LOUISE W
PO BOX 17858
PENSACOLA, FL 32522

JOHNSON FRANCES
3000 NORTH G ST
PENSACOLA, FL 32501

JOHNSON IOLA EST OF
2920 N F ST
PENSACOLA, FL 32501

JOHNSON TRACIE DARNELL
39 BAYVIEW ST
SAN FRANCISCO, CA 94124

JONES CLAYTON & LINDA
1210 W ST JOSEPH AVE
PENSACOLA, FL 32501

JONES EDDIE L LIFE EST
1824 MAYBERRY DR
VIRGINIA BEACH, VA 23456

JONES HOSEA JR
7925 HOBART AVE
PENSACOLA, FL 32534

JUVENILE JUSTICE CENTER
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

KELLY CLEDIUS JR
200 TROMLEY
INKSTER, MI 48141

KING NORMA JEAN
6648 HAMPTON ROAD
PENSACOLA, FL 32505

KNIGHT ALICE
1320 W HOPE DR
PENSACOLA, FL 32514

L L & T PROPERTIES LTD
PO BOX 143
WILMER, AL 36587

LAVERETTE FRANK L
PO BOX 2221
PENSACOLA, FL 32513

LAWYER TOD A & MICHELLE L
9922 EDENDALE RD
CANTONMENT, FL 32533

LETT LUCY MAE
3110 NORTH G ST
PENSACOLA, FL 32501

LETT OLA MAE
1324 E BOBE ST
PENSACOLA, FL 32503

LEWIS KARL D
705 W LARUA ST
PENSACOLA, FL 32501

LEWIS OPHELIA M
7743 DEBORAH COURT
PENSACOLA, FL 32514

LITTLE BETTYE P
1013 N 7TH AVE
PENSACOLA, FL 32501

LOFTIN INVESTMENTS LLC
2101 BARRANCAS AVE
PENSACOLA, FL 32502

LOGAN GENEVA
4760 SKYLINE DR
PENSACOLA, FL 32503

LYMON GLORIA & ROSETTA
101 LAURA ST
DONALDSONVILLE, LA 70346

MARSH RUBY NELL
1203 W CROSS ST
PENSACOLA, FL 32501

MARTIN LUTILDA M
2512 NORTH I ST
PENSACOLA, FL 32501

MAXWELL LINDSEY ESTATE OF
1904 W BOBE ST
PENSACOLA, FL 32501

MCBRIDE BENNIE LIFE EST
2602 NORTH M ST
PENSACOLA, FL 32501

MCCORVEY ANGELA ELAINE
7692 CHARTER OAKS DR
PENSACOLA, FL 32514-6278

MCCORVEY BESSIE MAE
1214 W HATTON ST
PENSACOLA, FL 32501

MCINTOSH JOHNNY & HELEN
3103 NORTH F ST
PENSACOLA, FL 32501

MCINTOSH MINNIE LEE MCNEALY
2504 NORTH L ST
PENSACOLA, FL 32501

MCINTOSH SAMANTHA
2605 NORTH L ST
PENSACOLA, FL 32501

MCKEEHAN MATTHEW C
2728 N PACE BLVD
PENSACOLA, FL 32505

MCLELLAN DAVID B & LISA M
2508 DUNN ST
PENSACOLA, FL 32526

MELTON JEFFREY B
6212 CHICKADEE PASS
PENSACOLA, FL 32503

MILLS BOBBY
3 GENTIAN DR
PENSACOLA, FL 32503

MILNER LEE A
PO BOX 292
GULF BREEZE, FL 32562

MIXON ANGELICA MONIQUE
1005 TUNIS ST
PENSACOLA, FL 32503

MONFORD CARL D
1005 W ANDERSON ST
PENSACOLA, FL 32501

MONROE LEROY JR
2619 NORTH G ST
PENSACOLA, FL 32501

MOORE EARL L & EULA
1011 W HAYES ST
PENSACOLA, FL 32501

MORRIS RONNIE
2619 NORTH L ST
PENSACOLA, FL 32501

MOULTRIE LIVING TRUST
702 FERDINAND DR
PENSACOLA, FL 32507

N A LAND COMPANY
2005 COMMERCE ST #200
HOUSTON, TX 77002

NELSON DAVID A
2725 HEYWARD DR
PENSACOLA, FL 32503

PARKER WALTER J & JOHNNIE M
1808 W ST JOSEPH AVE
PENSACOLA, FL 32501

PDGC HOLDING GROUP LLC
14533 90TH AVE
SEMINOLE, FL 33776-1956

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

PENSACOLA DANCE CLUB LLC
1707 W FAIRFIELD DR
PENSACOLA, FL 32501

PENSACOLA HABITAT FOR HUMANITY INC
P O BOX 13204
PENSACOLA, FL 32591

PLEASANT DAVID EST OF
1701 W JACKSON ST
PENSACOLA, FL 32501

PRESSLEY PATTERSON JR
32 EDGEVIEW HEIGHTS RD
GREENVILLE, AL 36037

RANKIN PHYLLIS B
1207 W CROSS ST
PENSACOLA, FL 32501

REEVES MINNIE
1007 W HATTON ST
PENSACOLA, FL 32501

RFH PENSACOLA LLC
1910 ORIENT RD
TAMPA, FL 33619

RICHARDSON BARBARA ANN
1311 W SCOTT ST
PENSACOLA, FL 32501

ROBERTS STEVE
1757 ST MARY AVE
PENSACOLA, FL 32501

ROBERTS STEVEN G
3097 PELICAN LN
PENSACOLA, FL 32514

ROBINSON BETTY JEAN
1204 W ST JOSEPH AVE
PENSACOLA, FL 32501

ROBINSON ETHEL MCCONNICO
1207 NORTH G ST
PENSACOLA, FL 32501

ROBINSON JUDGE T SR
PO BOX 470965
LAKE MONROE, FL 32747-0965

ROBINSON VICKI L
3005 NORTH F ST
PENSACOLA, FL 32501

ROYSTER IDA PEARL
1105 W LEONARD ST
PENSACOLA, FL 32501

ROYSTER VIVIAN ANN
1107 W LEONARD ST
PENSACOLA, FL 32501

RUDOLPH ROSIE L
1101 W CROSS ST
PENSACOLA, FL 32501

SAVAGE ELLIAGE
3102 NORTH G ST
PENSACOLA, FL 32501

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA, FL 32505

SELLERS SHIRLEY A
1014 W LEONARD ST
PENSACOLA, FL 32501

SKYLER FLORIDA INC
3107 NORTH H ST
PENSACOLA, FL 32501

SLADE ALONZO D
1300 W ST JOSEPH AVE
PENSACOLA, FL 32501

SMITH CLARENCE
2610 NORTH H ST
PENSACOLA, FL 32501

SMITH HELEN P
2609 NORTH F ST
PENSACOLA, FL 32501

SMITH OTIS
1801 W MICHIGAN AVE
MIDLAND, TX 79701

STABLER GWENDOLYN
411 N GREEN ST
PENSACOLA, FL 32505

STABLER LEWIS M & FELICIA M
1008 W HAYES ST
PENSACOLA, FL 32501

STALLWORTH BULAH L
1205 ST JOSEPH AVE
PENSACOLA, FL 32501

STALLWORTH MARY LOIS
1321 W SCOTT ST
PENSACOLA, FL 32501

STEVENSON SAMUEL
3871 BAYWIND DR
GULF BREEZE, FL 32563

STOKES CLIFFORD & HELEN M
7480 ROLLINGHILLS RD
PENSACOLA, FL 32505

STROMAN ROSETTA EST OF
8153 UNTREINER AVE
PENSACOLA, FL 32534

SUMMERSON FAITH FAMILY TRUST
6715 W SWEETWATER AVE
PEORIA, AZ 85381

SUNSHINE 444 INC
1020 N 9TH AVE
PENSACOLA, FL 32501

TDR ENTERPRISES INC
3311 GULF BREEZE PKWY # 227
GULF BREEZE, FL 32563

THOMAS HELEN
1300 W CROSS ST
PENSACOLA, FL 32501

THOMAS WILLIE J
3100 NORTH F ST
PENSACOLA, FL 32501

THURMAN ELIZABETH
456 LARKSPUR DR
EAST PALO ALTO, CA 94303-2037

TILLMON ELLA
391 CHURCH HILL CT
JONESBORO, GA 30238

TISDALE SYLVIA E
6250 COLLEGE PKWY
PENSACOLA, FL 32504

TOBITT GRAHAM
12708 N G ST
PENSACOLA, FL 32501

TRAVIS HERMAN L
2615 NORTH G STREET
PENSACOLA, FL 32501

TURNER BERNICE
411 W HERNANDEZ ST
PENSACOLA, FL 32501

UNITED SURETY SERVICES INC
800 JOHNSTON ST
ALEXANDRIA, LA 71301

WADE MINNIE CLYDE BONNER
1007 W HAYES ST
PENSACOLA, FL 32501

WAFFLE HOUSE INC
5986 FINANCIAL DR
NORCROSS, GA 30071

WALKER ANNIE PEARL
17419 INVERMERE AVE
CLEVELAND, OH 44128

WARREN/BRADLEY HOLDINGS LLC
2060 UTICA PL
PENSACOLA, FL 32503

WASHINGTON FLOYD JR & MARY D
4590 YACHT HARBOUR DR
PENSACOLA, FL 32514

WE ARE HAVING FUN LLC
PO BOX 13385
PENSACOLA, FL 32591

WEBSTER JESSIE L
2510 NORTH I ST
PENSACOLA, FL 32501

WENDCO CORP
220 W GARDEN ST
PENSACOLA, FL 32501

WHITE ALICE
1230 W SCOTT ST
PENSACOLA, FL 32501

WHITE LILLIE RUTH DALE
1012 W BAARS ST
PENSACOLA, FL 32501

WILBANKS FRANCES Y
6152 GREEN ISLAND DR # 13
COLUMBUS, GA 31904

WILLIAMS ANNIE PEARL
1228 W SCOTT ST
PENSACOLA, FL 32501

WILLIAMS MARIE
1314 W ST JOSEPH AVE
PENSACOLA, FL 32501

WILLIAMS ROBERT L
2504 NORTH I ST
PENSACOLA, FL 32501

WILSON DAMIEN
646 N BROAD ST
GROVE CITY, PA 16127

WILSON LASHANA T
1211 W CROSS ST
PENSACOLA, FL 32501

WINDER VI LLC
18305 BISCAYNE BLVD STE 400
AVENTURA, FL 33160

WINGATE JENNIFER
627 W GREGORY ST
PENSACOLA, FL 32502

WOMACK DAISY B
3105 N F ST
PENSACOLA, FL 32501

WOODCOCK BARBARA KAREN
2011 E OLIVE RD
PENSACOLA, FL 32514

WORSHAM WENDALL M & YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

YANG WEI & CHEN WEN HSIANG
417 KNOWLES AVE
PENSACOLA, FL 32503

YOUNG JESSIE REE
3100 NORTH G ST
PENSACOLA, FL 32501

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-23

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Priscilla McCorvey

*Address: 3112 W. Blount St. *City, State, Zip: Pensacola, FL 32505

Email Address: B 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.
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.

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: 01/06/16

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2015-23 **Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Mary Armstrong

*Address: 1007 W. Fisher St. *City, State, Zip: Pensacola, FL.

Email Address: bizmail3@bellsouth.net Phone: 850-433-8697

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.

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

Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-23

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Ida P Royster

*Address: 1105 W Leonard St, ~~Pensacola~~ *City, State, Zip: Pensacola, FL 32501-1115

Email Address: _____ Phone: 850-438-5701

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

AI-9708 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 02/02/2016
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, February 18, 2016

5:45 p.m. - A Public Hearing - Amending Recycle Ordinance

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9645 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/02/2016
Issue: FDOT Off-System Project Agreement for Bridge #480115 Molino Road (CR 182) over Penasula Creek
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge Number 480115 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bridge No. 480115, Molino Road (County Road [CR] 182) over Penasula Creek.

A. Adopt the Resolution authorizing the Agreement;

B. Adopt the Resolution authorizing the Temporary Road Closure;

C. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Bridge No. 480115, Molino Road (CR 182) over Penasula Creek; and

D. Authorize the Chairman or Vice Chairman to execute the Resolutions and the Agreement and any subsequent documents required for implementation of the bridge replacement.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

BACKGROUND:

The following bridge, located in Escambia County and not on the State Highway System, will be replaced by FDOT: Bridge #480115 on Molino Road (CR 182) over Penasula Creek.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant

replacement and is next on the list for FDOT's 5-Year Work Plan. During construction, in order to reduce construction time and costs, minimize right of way purchase and/or construction easements, and/or minimize wetland impacts, a temporary road closure is necessary for approximately 180 days. A detour will be available at Sunshine Hill Road, Crabtree Church Road, and Highway 29. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and has prepared the Resolutions.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to county personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

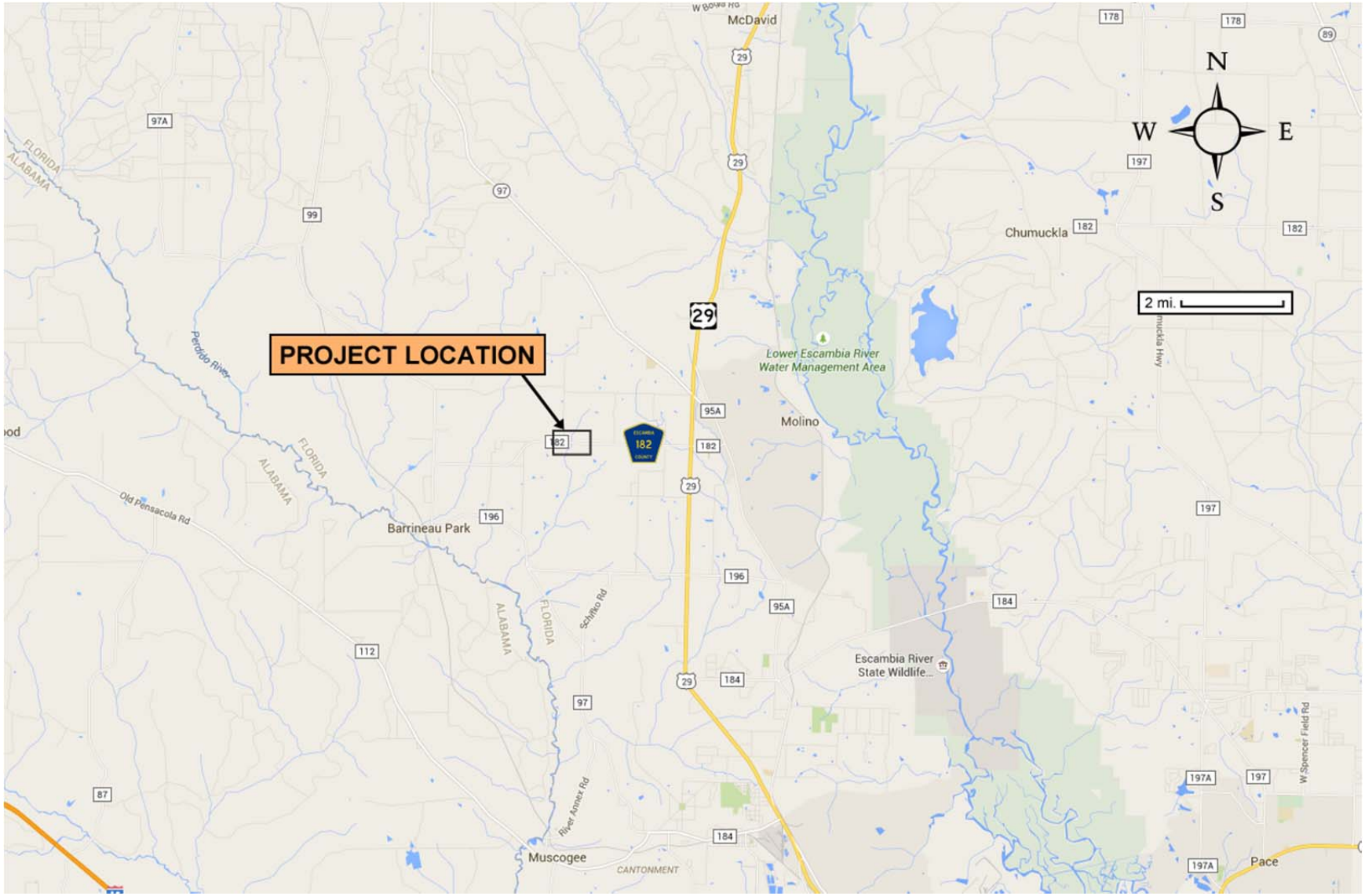
IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Liz Bush or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

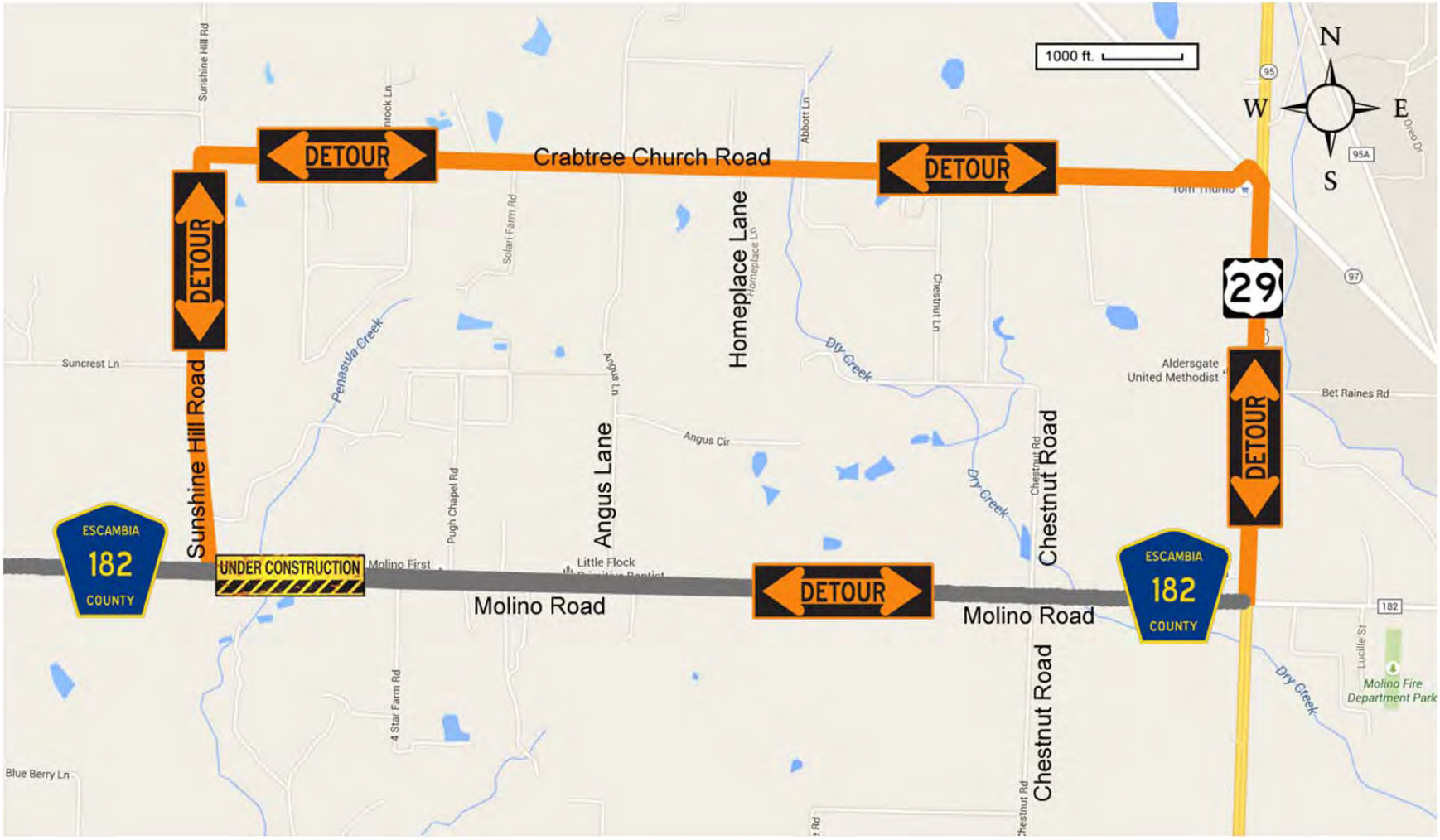
Attachments

Road Closure Map
Resolution Authorizing OSA
Resolution Authorizing Road Closure
Off System Agreement Bridge #480115

433904-1 Project Detour
County Road 182 over Penasula Creek
(Bridge Replacement)
Escambia County



433904-1 Project Detour
County Road 182 over Penasula Creek
(Bridge Replacement)
Escambia County



RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR BRIDGE NO. 480115 OVER PENASULA CREEK ON COUNTY ROAD 182 MOLINO ROAD, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for Bridge No. 480115 over Penasula Creek on County Road 182 Molino Road (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of January, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.
By
Title Asst. County Attorney
Date Dec. 30, 2015

RESOLUTION R2016-____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Florida Department of Transportation ("DEPARTMENT") proposes to undertake and complete one bridge replacement project in Fiscal Year 2017 in Escambia County, Florida, and

WHEREAS, this bridge replacement project includes: **CR 182 Molino Road over Penasula Creek; Bridge # 480115,** FPID Number 433904-1-52-01 (the "PROJECT"), and

WHEREAS, Escambia County supports the DEPARTMENT'S efforts in these regards, and

WHEREAS, it is necessary that Molino Road (CR 182), owned and maintained by Escambia County, be temporarily closed for an approximate duration of 180 days and there will be a detour available at Sunshine Hill Rd., Crabtree Church Rd. and Highway 29 to successfully complete the PROJECT, and

WHEREAS, said road closure will reduce construction time and costs, minimize right of way purchase and/or construction easements, and/or minimize wetland impacts, and

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated May 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS") for this PROJECT, which are herein incorporated by reference.

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

1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Molino Road (CR 182) in accordance with the PLANS.

2. The Board of County Commissioners does hereby agree that Escambia County will continue to maintain County owned detour roads during construction of the PROJECT.

3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

4. This resolution shall be effective upon passage.

ADOPTED this ___ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 20, 2016

FPID #.: 433904-1-52-01
COUNTY: Escambia
FAP #.: 00B3 173 B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. County Road 182, Bridge No. 480115, requires replacement; and

3. County Road 182 over Penasula Creek Bridge is on County Road 182 located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 433904-1-52-01, generally described as the replacement of **Bridge No. 480115 over Penasula Creek** (the "PROJECT"), from Beginning MP 2.831 to End MP 2.935 on CR 182. The PROJECT is further described in the Construction Plans dated May 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS"). The PLANS and any revisions thereof as exist on file with the DEPARTMENT are hereby incorporated by reference and made a part of this Agreement. The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory

permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the

needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way as described in the PLANS and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the COUNTY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

a. Should such shortfalls occur due to a determination that said costs are non-participating, the COUNTY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the COUNTY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final non-participating cost of the PROJECT. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.
In the event the final accounting of total non-participating costs are greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid. The payment of funds under this

Agreement provision will be made directly to the DEPARTMENT for deposit.

25. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters 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. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Escambia County Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

DEPARTMENT:

FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield, P.E.

Title: District Secretary

Date:_____

Attest:_____

Legal Review:

_____
Office of the General Counsel

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: Grover C. Robinson, IV

Title: Chairman, ECBCC

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Legal Review:

_____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 30, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9709 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/02/2016
Issue: Scheduling a Public Hearing Regarding Escambia County Area Transit's (ECAT) Proposed Service Route Modifications
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing Regarding Escambia County Area Transit's Proposed Service Route Modifications - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:32 p.m., on February 18, 2016, for the purpose of receiving comments from the general public concerning the proposed Escambia County Area Transit (ECAT) service route modifications, proposed with the intent of enhancing safety, on-time performance, route connectivity, and operating efficiency.

BACKGROUND:

Escambia County and ECAT completed a Comprehensive Operational Analysis (COA) in 2015. The goal of the COA was to evaluate ECAT's current transit system and develop recommendations for the transit system network for the future.

The results of the COA were presented to the BCC Committee of the Whole workshop on June 11, 2015. ECAT was directed to proceed with the planning for the proposed Phase 1 changes, and return with a recommendation for the board when ready to initiate these changes.

The Phase 1 service changes proposed at this time are included in the Preliminary Recommendations by the Mass Transit Advisory Committee (MTAC). Additional minor changes were incorporated, and employee workshops were held in June and July 2015. In general, the changes include the following:

- Revision of existing Route 41 by splitting it into two separate routes, 31 and 41. Route 31 will provide all-day bi-directional service between ECAT's Downtown Transfer Center and Pensacola State College, via 12th Avenue and Bayou Boulevard, adding service to Target, Winn-Dixie and Sacred Heart Hospital. Route 41 will modified to include Summit Boulevard

and a portion of Scenic Highway.

- Elimination of existing Route 42 by splitting it into two new routes, 32 and 52. Route 32 provide all-day bi-directional service between ECAT's Downtown Transfer Center and ECAT's Rosa Parks Transit Center. Route 52 will provide all-day bi-directional service between ECAT's Rosa Parks Transit Center & Cordova Mall via Pensacola State College, with increased frequency during peak hours.

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

Current Routes
Proposed Changes
Public Outreach

Route 41 12th Avenue / East Pensacola

Current



Route 41 Schedule Horario de Ruta 41

MONDAY–FRIDAY / LUNES–VIERNES

	1 PSC Transfer Center T	2 12th Ave at Bayou Blvd	3 Bayou Blvd at Avery St	4 12th Ave at Cervantes St	5 Cervantes St at Spring St	6 Downtown Transfer Center T	4 12th Ave at Cervantes St	2 12th Ave at Bayou Blvd	1 PSC Transfer Center T
AM	6:00	6:05	6:12	6:20	6:25	6:30	6:40	6:47	6:55
	7:00	7:05	7:12	7:20	7:25	7:30	7:40	7:47	7:55
	8:00	8:05	8:12	8:20	8:25	8:30	8:40	8:47	8:55
	9:00	9:05	9:12	9:20	9:25	9:30	9:40	9:47	9:55
PM	**2:00**	**2:05**	**2:12**	**2:20**	**2:25**	**2:30**	**2:40**	**2:47**	**2:55**
	3:00	**3:05**	**3:12**	**3:20**	**3:25**	**3:30**	**3:40**	**3:47**	**3:55**
	4:00	**4:05**	**4:12**	**4:20**	**4:25**	**4:30**	**4:40**	**4:47**	**4:55**
	5:00	**5:05**	**5:12**	**5:20**	**5:25**	**5:30**	**5:40**	**5:47**	**5:55**

SATURDAY / SABADOS

	1 PSC Transfer Center T	2 12th Ave at Bayou Blvd	3 Bayou Blvd at Avery St	4 12th Ave at Cervantes St	5 Cervantes St at Spring St	6 Downtown Transfer Center T	4 12th Ave at Cervantes St	2 12th Ave at Bayou Blvd	1 PSC Transfer Center T
AM	7:00	7:05	7:12	7:20	7:25	7:30	7:40	7:47	7:55
	9:00	9:05	9:12	9:20	9:25	9:30	9:40	9:47	9:55
	11:00	11:05	11:12	11:20	11:25	11:30	11:40	11:47	11:55
PM	**1:00**	**1:05**	**1:12**	**1:20**	**1:25**	**1:30**	**1:40**	**1:47**	**1:55**
	3:00	**3:05**	**3:12**	**3:20**	**3:25**	**3:30**	**3:40**	**3:47**	**3:55**
	5:00	**5:05**	**5:12**	**5:20**	**5:25**	**5:30**	**5:40**	**5:47**	**5:55**



LEGEND

- **Regular Route** Ruta de Autobús
- **Timepoint** Horario de paradas
- **Transfer Center** Centro de traslado
- **Connecting Routes** Rutas que conectan
- **Point of Interest** Sitios de interés
- **Hospital** Hospital

©2015, ECAT
Design by Smartmaps, Inc.

Route 42 9th Avenue / Pensacola St. College



DOWNTOWN PENSACOLA

Current

Route 42 Schedule | Horario de Ruta 42

MONDAY–FRIDAY / LUNES–VIERNES

	① ECAT Transfer Center T	② Fairfield Dr at Davis Hwy	③ PSC Transfer Center T	② Fairfield Dr at Davis Hwy	① ECAT Transfer Center T	④ Texar Dr at 9th Ave	⑤ Downtown Transfer Center T	④ Texar Dr at 9th Ave	① ECAT Transfer Center T
AM	6:00	6:10	6:30	6:45	7:00	7:10	7:30	7:45	7:55
	7:00	7:10	7:30	7:45	8:00	8:10	8:30	8:45	8:55
	8:00	8:10	8:30	8:45	9:00	9:10	9:30	9:45	9:55
	9:00	9:10	9:30	9:45	10:00	10:10	10:30	10:45	10:55
	10:00	10:10	10:30	10:45	11:00	11:10	11:30	11:45	11:55
	11:00	11:10	11:30	11:45	**12:00**	**12:10**	**12:30**	**12:45**	**12:55**
PM	**12:00**	**12:10**	**12:30**	**12:45**	**1:00**	**1:10**	**1:30**	**1:45**	**1:55**
	1:00	**1:30**	**1:30**	**1:45**	**2:00**	**2:10**	**2:30**	**2:45**	**2:55**
	2:00	**2:10**	**2:30**	**2:45**	**3:00**	**3:10**	**3:30**	**3:45**	**3:55**
	3:00	**3:10**	**3:30**	**3:45**	**4:00**	**4:10**	**4:30**	**4:45**	**4:55**
	4:00	**4:10**	**4:30**	**4:45**	**5:00**	**5:10**	**5:30**	**5:45**	**5:55**
	5:00	**5:10**	**5:30**	**5:45**	**6:00**	**6:10**	**6:30**	**6:45**	**6:55**
	6:00	**6:10**	**6:30**	**6:45**	**7:00**	—	—	—	—

SATURDAY / SABADOS

	① ECAT Transfer Center T	② Fairfield Dr at Davis Hwy	③ PSC Transfer Center T	② Fairfield Dr at Davis Hwy	① ECAT Transfer Center T	④ Texar Dr at 9th Ave	⑤ Downtown Transfer Center T	④ Texar Dr at 9th Ave	① ECAT Transfer Center T
AM	6:00	6:10	6:30	6:45	7:00	7:10	7:30	7:45	7:55
	8:00	8:10	8:30	8:45	9:00	9:10	9:30	9:45	9:55
	10:00	10:10	10:30	10:45	11:00	11:10	11:30	11:45	11:55
PM	**12:00**	**12:10**	**12:30**	**12:45**	**1:00**	**1:10**	**1:30**	**1:45**	**1:55**
	2:00	**2:10**	**2:30**	**2:45**	**3:00**	**3:10**	**3:30**	**3:45**	**3:55**
	4:00	**4:10**	**4:30**	**4:45**	**5:00**	**5:10**	**5:30**	**5:45**	**5:55**
	6:00	**6:10**	**6:30**	**6:45**	**7:00**	—	—	—	—

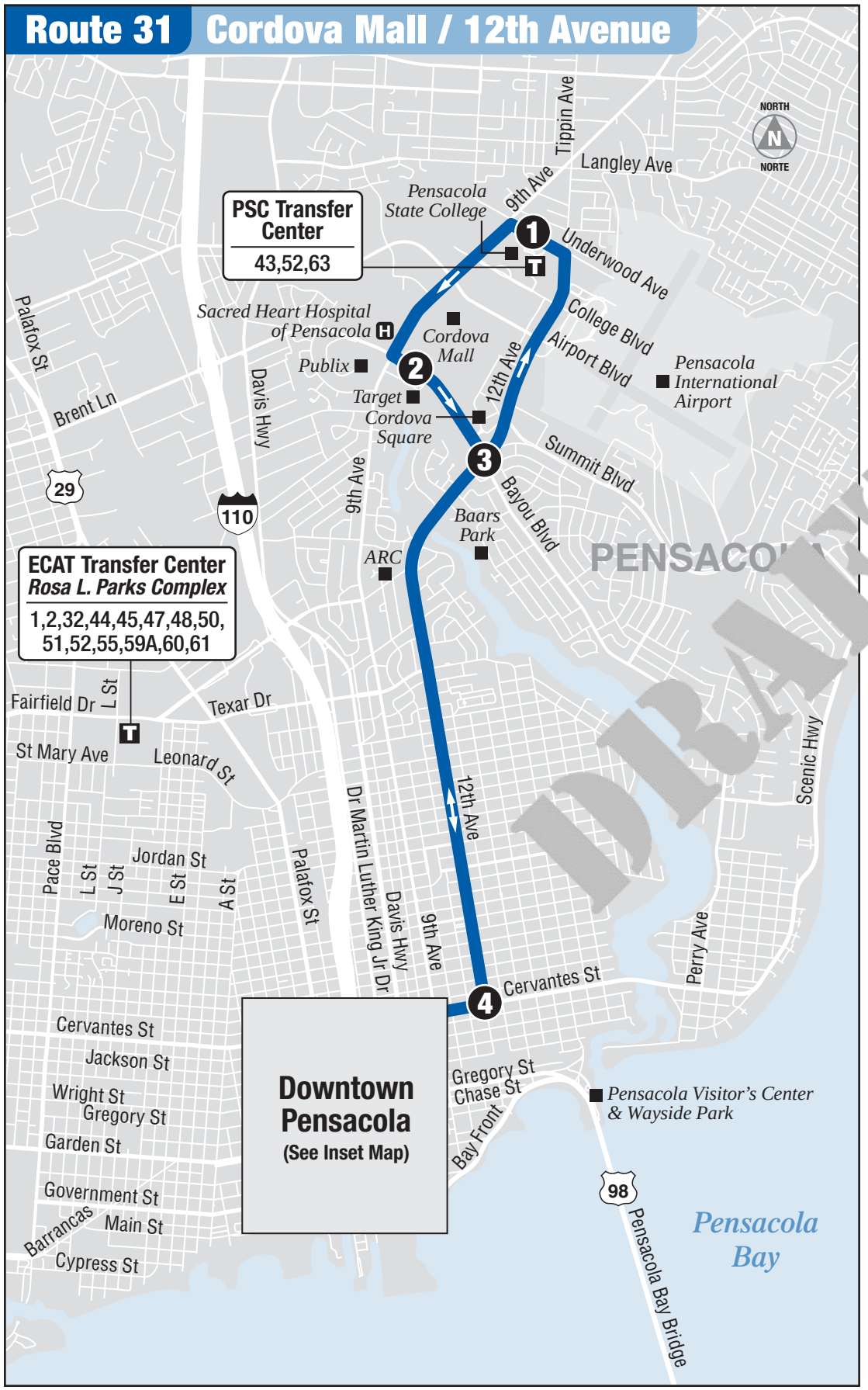
LEGEND

- **Regular Route** Ruta de Autobús
- ① **Timepoint** Horario de paradas
- T **Transfer Center** Centro de traslado
- 1,2,3X **Connecting Routes** Rutas que conectan
- **Point of Interest** Sitios de interés
- H **Hospital** Hospital

©2015, ECAT
Design by Smartmaps, Inc.



Route 31 Cordova Mall / 12th Avenue



Route 31 Schedule — Horario de Ruta 31

NEW! Previous Route 41 North

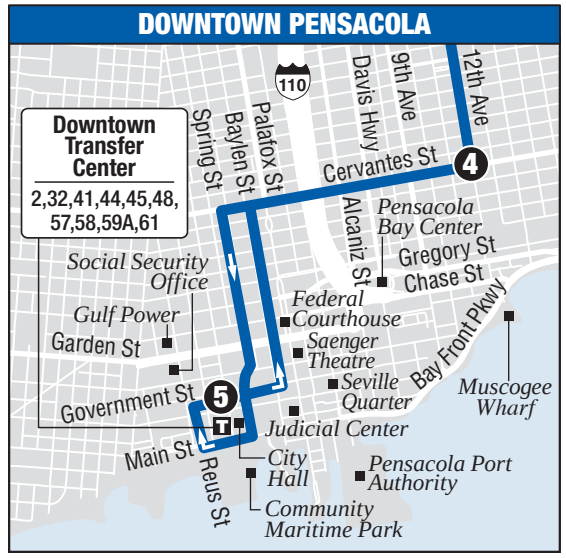
MONDAY–FRIDAY / LUNES–VIERNES

	① PSC Transfer Center T	② Target/Winn Dixie at Bayou Blvd	③ 12th Ave at Bayou Blvd	④ 12th Ave at Cervantes St	⑤ Downtown Transfer Center T	④ 12th Ave at Cervantes St	③ 12th Ave at Bayou Blvd	① PSC Transfer Center T
AM	6:00	6:05	6:10	6:18	6:30	6:40	6:48	6:55
	7:00	7:05	7:10	7:18	7:30	7:40	7:48	7:55
	8:00	8:05	8:10	8:18	8:30	8:40	8:48	8:55
	9:00	9:05	9:10	9:18	9:30	9:40	9:48	9:55
	10:00	10:05	10:10	10:18	10:30	10:40	10:48	10:55
	11:00	11:05	11:10	11:18	11:30	11:40	11:48	11:55
PM	**12:00**	**12:05**	**12:10**	**12:18**	**12:30**	**12:40**	**12:48**	**12:55**
	1:00	**1:05**	**1:00**	**1:18**	**1:30**	**1:40**	**1:48**	**1:55**
	2:00	**2:05**	**2:10**	**2:18**	**2:30**	**2:40**	**2:48**	**2:55**
	3:00	**3:05**	**3:10**	**3:18**	**3:30**	**3:40**	**3:48**	**3:55**
	4:00	**4:05**	**4:10**	**4:18**	**4:30**	**4:40**	**4:48**	**4:55**
	5:00	**5:05**	**5:10**	**5:18**	**5:30**	**5:40**	**5:48**	**5:55**

SATURDAY / SABADOS

	① PSC Transfer Center T	② Target/Winn Dixie at Bayou Blvd	③ 12th Ave at Bayou Blvd	④ 12th Ave at Cervantes St	⑤ Downtown Transfer Center T	④ 12th Ave at Cervantes St	③ 12th Ave at Bayou Blvd	① PSC Transfer Center T
AM	7:00	7:05	7:10	7:18	7:30	7:40	7:48	7:55
	9:00	9:05	9:10	9:18	9:30	9:40	9:48	9:55
	11:00	11:05	11:10	11:18	11:30	11:40	11:48	11:55
PM	**1:00**	**1:05**	**1:10**	**1:18**	**1:30**	**1:40**	**1:48**	**1:55**
	3:00	**3:05**	**3:10**	**3:18**	**3:30**	**3:40**	**3:48**	**3:55**
	5:00	**5:05**	**5:10**	**5:18**	**5:30**	**5:40**	**5:48**	**5:55**

DOWNTOWN PENSACOLA



LEGEND

- **Regular Route** — Ruta de Autobús
- ① **Timepoint** — Horario de paradas
- T **Transfer Center** — Centro de traslado
- 1,2,3X **Connecting Routes** — Rutas que conectan
- **Point of Interest** — Sitios de interés
- H **Hospital** — Hospital

©2016, ECAT
Design by Smartmaps, Inc.

DRAFT

Route 32 9th Avenue / Downtown



Route 32 Schedule Horario de Ruta 32

NEW! Previous Route 42 South

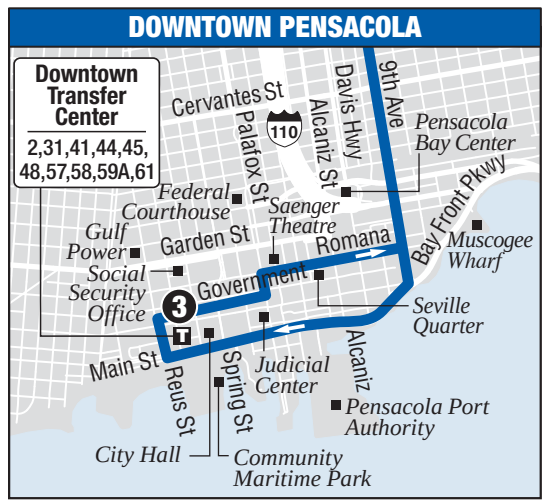
MONDAY–FRIDAY / LUNES–VIERNES

	ECAT Transfer Center T (1)	Texar Dr at 9th Ave (2)	Downtown Transfer Center T (3)	Texar Dr at 9th Ave (2)	ECAT Transfer Center T (1)
AM	6:00	6:05	6:30	6:40	7:00
	7:00	7:05	7:30	7:40	8:00
	8:00	8:05	8:30	8:40	9:00
	9:00	9:05	9:30	9:40	10:00
	10:00	10:05	10:30	10:40	11:00
	11:00	11:05	11:30	11:40	**12:00**
PM	**12:00**	**12:05**	**12:30**	**12:40**	**1:00**
	1:00	**1:05**	**1:30**	**1:40**	**2:00**
	2:00	**2:05**	**2:30**	**2:40**	**3:00**
	3:00	**3:00**	**3:30**	**3:40**	**4:00**
	4:00	**4:05**	**4:30**	**4:40**	**5:00**
	5:00	**5:05**	**5:30**	**5:40**	**6:00**
	6:00	**6:05**	**6:30**	**6:40**	**7:00**

SATURDAY / SABADOS

	ECAT Transfer Center T (1)	Texar Dr at 9th Ave (2)	Downtown Transfer Center T (3)	Texar Dr at 9th Ave (2)	ECAT Transfer Center T (1)
AM	6:00	6:05	6:30	6:40	7:00
	8:00	8:05	8:30	8:40	9:00
	10:00	10:05	10:30	10:40	11:00
PM	**2:00**	**2:05**	**2:30**	**2:40**	**3:00**
	4:00	**4:05**	**5:30**	**5:40**	**6:00**

DOWNTOWN PENSACOLA



LEGEND

- **Regular Route** Ruta de Autobús
- (1) **Timepoint** Horario de paradas
- T **Transfer Center** Centro de traslado
- 1,2,3X **Connecting Routes** Rutas que conectan
- **Point of Interest** Sitios de interés
- H **Hospital** Hospital

©2016, ECAT
Design by Smartmaps, Inc.

Route 41 East Pensacola Heights



Route 41 Schedule Horario de Ruta 41

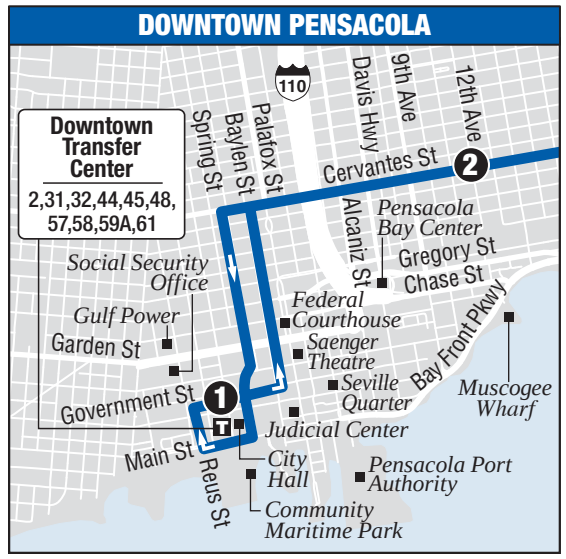
NEW! Previous Route 41 East

MONDAY–FRIDAY / LUNES–VIERNES

	Downtown Transfer Center (1)	12th Ave at Cervantes St (2)	Firestone Blvd at Bayou Blvd (3)	12th Ave at Cervantes St (2)	Downtown Transfer Center (1)
AM	6:00	6:08	6:17	6:30	6:35
	6:40	6:48	6:57	7:10	7:15
	7:20	7:28	7:37	7:50	7:55
	8:00	8:08	8:17	8:30	8:35
	8:40	8:48	8:57	9:10	9:15
	9:20	9:28	9:37	9:50	9:55
PM	**2:30**	**2:38**	**2:47**	**3:00**	**3:05**
	3:10	**3:18**	**3:27**	**3:40**	**3:45**
	3:50	**3:58**	**4:07**	**4:20**	**4:25**
	4:30	**4:38**	**4:47**	**5:00**	**5:05**
	5:10	**5:18**	**5:27**	**5:40**	**5:45**
	5:50	**5:58**	**6:07**	**6:20**	**6:25**

DRAFT

DOWNTOWN PENSACOLA

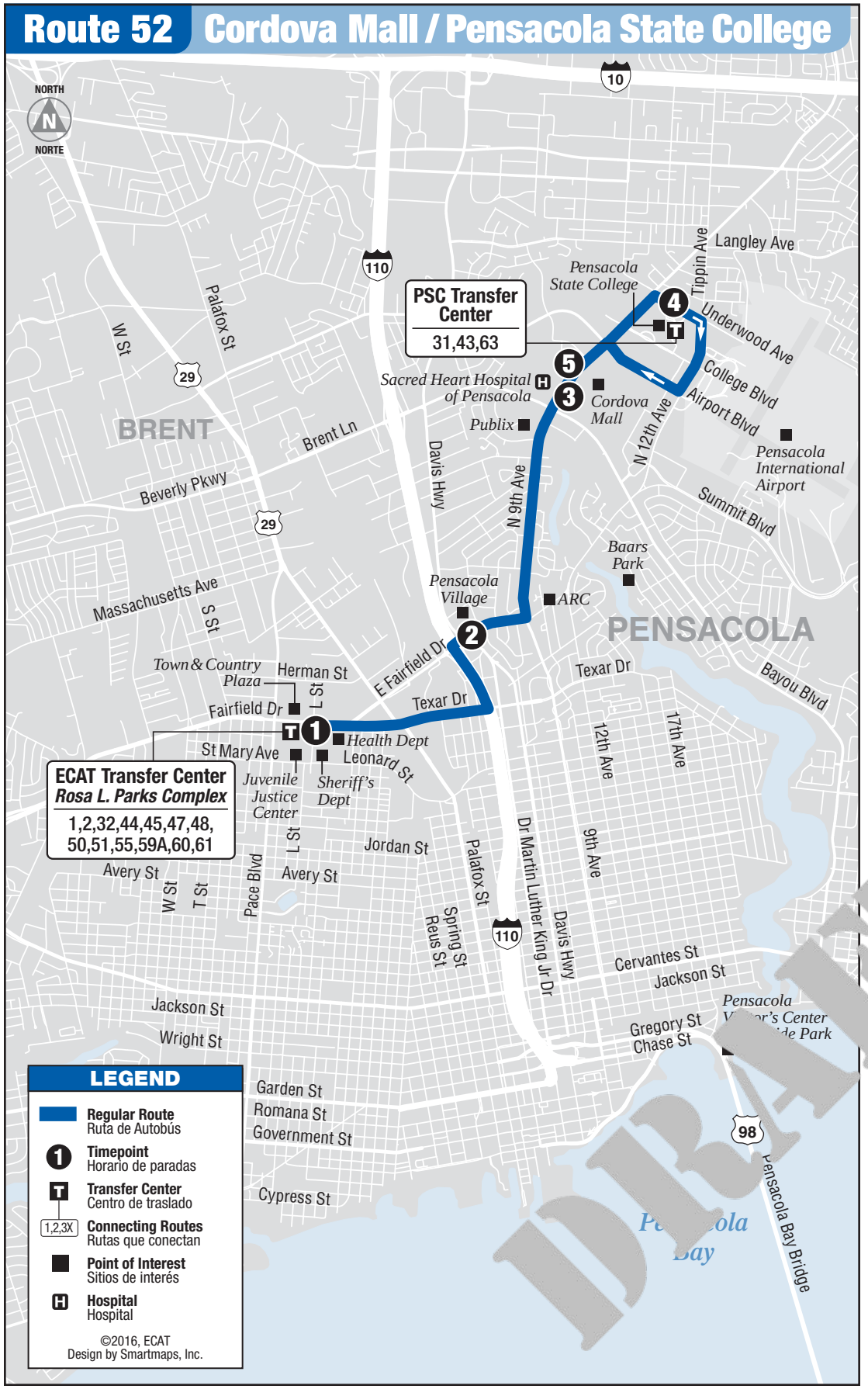


LEGEND

- **Regular Route** Ruta de Autobús
- (1) **Timepoint** Horario de paradas
- T **Transfer Center** Centro de traslado
- 1,2,3X **Connecting Routes** Rutas que conectan
- **Point of Interest** Sitios de interés
- H **Hospital** Hospital

©2016, ECAT
Design by Smartmaps, Inc.

Route 52 Cordova Mall / Pensacola State College



Route 52 Schedule — Horario de Ruta 52

NEW! Previous Route 42 North

MONDAY–FRIDAY / LUNES–VIERNES

Weekday peak service hours: 7am-10am & 1pm-6pm (30 minute service)

	① ECAT Transfer Center T	② Fairfield Dr at Pensacola Village Apts	③ 9th Ave at Cordova Mall	④ PSC Transfer Center T	⑤ Sacred Heart at 9th Ave	② Fairfield Dr at Pensacola Village Apts	① ECAT Transfer Center T
AM	6:00	6:10	6:20	6:30	6:40	6:50	7:00
	7:00	7:10	7:20	7:30	7:40	7:50	8:00
	7:30	7:40	7:50	8:00	8:10	8:20	8:30
	8:00	8:10	8:20	8:30	8:40	8:50	9:00
	8:30	8:40	8:50	9:00	9:10	9:20	9:30
	9:00	9:10	9:20	9:30	9:40	9:50	10:00
	9:30	9:40	9:50	10:00	10:10	10:20	10:30
	10:00	10:10	10:20	10:30	10:40	10:50	11:00
	11:00	11:10	11:20	11:30	11:40	11:50	**12:00**
PM	**12:00**	**12:10**	**12:20**	**12:30**	**12:40**	**12:50**	**1:00**
	1:00	**1:10**	**1:20**	**1:30**	**1:40**	**1:50**	**2:00**
	1:30	**1:40**	**1:50**	**2:00**	**2:10**	**2:20**	**2:30**
	2:00	**2:10**	**2:20**	**2:30**	**2:40**	**2:50**	**3:00**
	2:30	**2:40**	**2:50**	**3:00**	**3:10**	**3:20**	**3:30**
	3:00	**3:10**	**3:20**	**3:30**	**3:40**	**3:50**	**4:00**
	3:30	**3:40**	**3:50**	**4:00**	**4:10**	**4:20**	**4:30**
	4:00	**4:10**	**4:20**	**4:30**	**4:40**	**4:50**	**5:00**
	4:30	**4:40**	**4:50**	**5:00**	**5:10**	**5:20**	**5:30**
	5:00	**5:10**	**5:20**	**5:30**	**5:40**	**5:50**	**6:00**
	5:30	**5:40**	**5:50**	**6:00**	**6:10**	**6:20**	**6:30**
	6:00	**6:10**	**6:20**	**6:30**	**6:40**	**6:50**	**7:00**
	6:30	**6:40**	**6:50**	**7:00**	**7:10**	**7:20**	**7:30**

SATURDAY / SABADOS

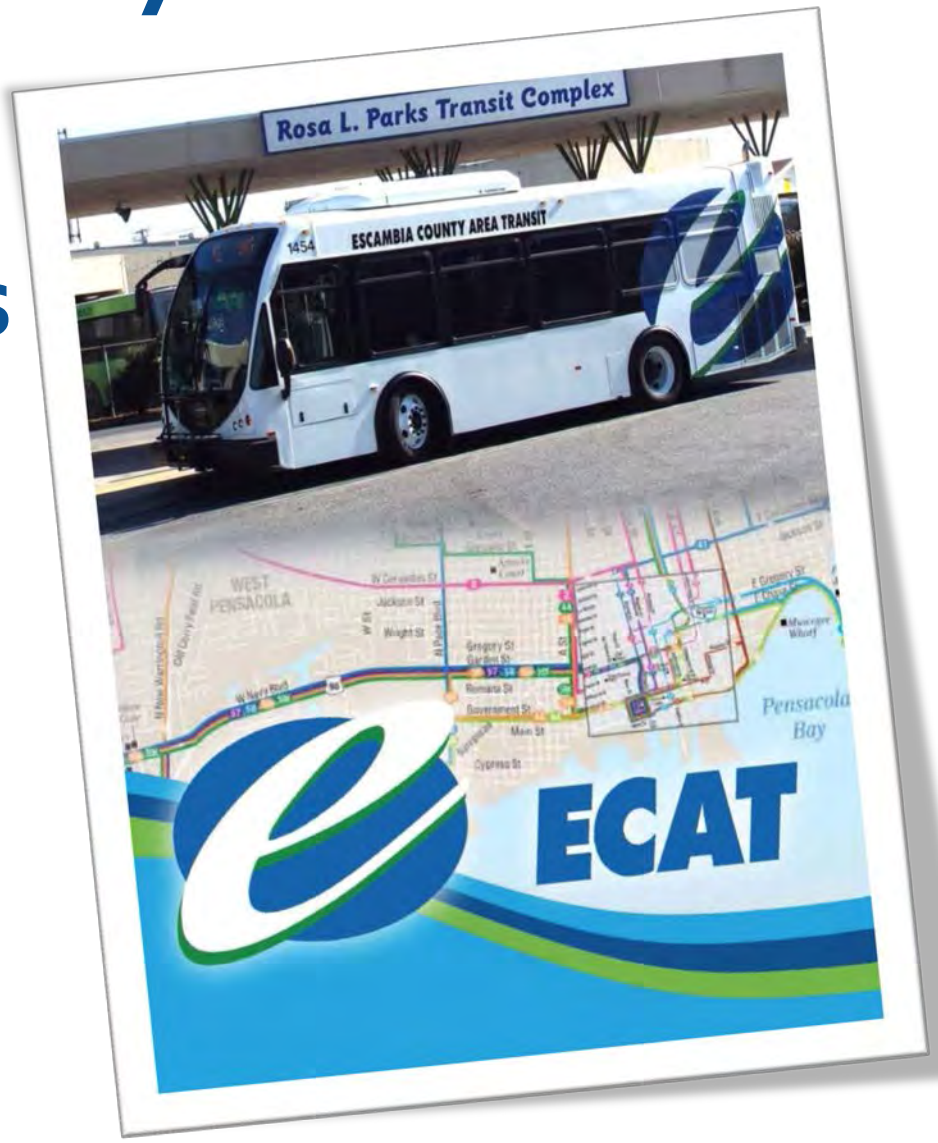
	① ECAT Transfer Center T	② Fairfield Dr at Pensacola Village Apts	③ 9th Ave at Cordova Mall	④ PSC Transfer Center T	⑤ Sacred Heart at 9th Ave	② Fairfield Dr at Pensacola Village Apts	① ECAT Transfer Center T
AM	6:00	6:10	6:20	6:30	6:40	6:50	7:00
	8:00	8:10	8:20	8:30	8:40	8:50	9:00
	10:00	10:10	10:10	10:30	10:40	10:50	11:00
PM	**12:00**	**12:10**	**12:20**	**12:30**	**12:40**	**12:50**	**1:00**
	2:00	**2:10**	**2:20**	**2:30**	**2:40**	**2:50**	**3:00**
	4:00	**4:10**	**4:20**	**4:30**	**4:40**	**4:50**	**5:00**
	6:00	**6:10**	**6:20**	**6:30**	**6:40**	**6:50**	**7:00**

DRAFT

Escambia County Area Transit

2015 Public Workshops Summary

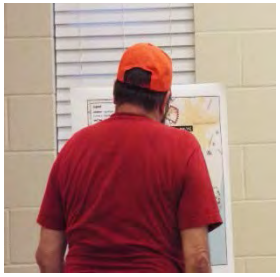
Proposed Route Modifications for Route 41 & 42



Employee & Public Workshops

Employee Workshop

- June 8th & 9th 2015 –ECAT Employee Breakroom



Public Workshops

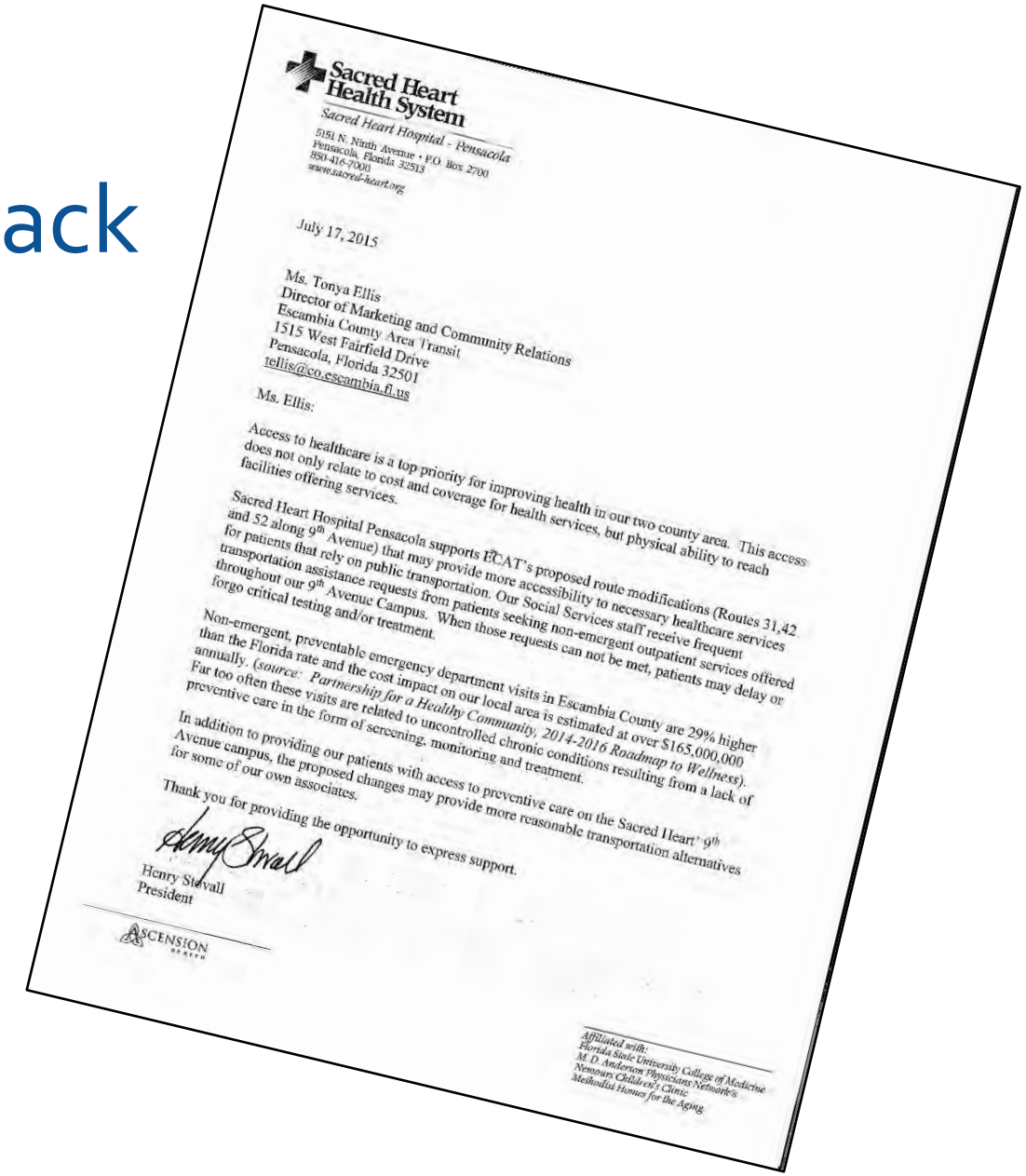
- July 20th - Woodland Heights Community Center
- July 21st - East Pensacola Heights Community Center
- July 21st - Pensacola State College





ESCAMBIA COUNTY AREA TRANSIT

Example of Other Feedback & Support



Sacred Heart Health System
Sacred Heart Hospital - Pensacola
5151 N. Ninth Avenue • P.O. Box 2700
Pensacola, Florida 32513
850-416-7000
www.sacred-heart.org

July 17, 2015

Ms. Tonya Ellis
Director of Marketing and Community Relations
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, Florida 32501
tellis@co.escambia.fl.us

Ms. Ellis:

Access to healthcare is a top priority for improving health in our two county area. This access does not only relate to cost and coverage for health services, but physical ability to reach facilities offering services.

Sacred Heart Hospital Pensacola supports ECAT's proposed route modifications (Routes 31,42 and 52 along 9th Avenue) that may provide more accessibility to necessary healthcare services for patients that rely on public transportation. Our Social Services staff receive frequent transportation assistance requests from patients seeking non-emergent outpatient services offered throughout our 9th Avenue Campus. When those requests can not be met, patients may delay or forgo critical testing and/or treatment.

Non-emergent, preventable emergency department visits in Escambia County are 29% higher than the Florida rate and the cost impact on our local area is estimated at over $165,000,000 annually. (*source: Partnership for a Healthy Community, 2014-2016 Roadmap to Wellness*). Far too often these visits are related to uncontrolled chronic conditions resulting from a lack of preventive care in the form of screening, monitoring and treatment.

In addition to providing our patients with access to preventive care on the Sacred Heart 9th Avenue campus, the proposed changes may provide more reasonable transportation alternatives for some of our own associates.

Thank you for providing the opportunity to express support.

Henry Stovall
President

ASCENSION

Affiliated with:
Florida State University College of Medicine
M. D. Anderson Physicians Network
Nemours Children's Clinic
Methodist Homes for the Aging

Current Route 41

Proposed Routes 31 & Route 41



ESCAMBIA COUNTY AREA TRANSIT

Current Route 42

Proposed Routes 32 & Route 52



ESCAMBIA COUNTY AREA TRANSIT

Questions?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9692 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/02/2016
Issue: Amendment of Agreement for Design/Build Myrtle Grove Sidewalks and Drainage
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment of Agreement for Design/Build Myrtle Grove Sidewalks and Drainage - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment to Design/Build Contract (PD 12-13.051) between Escambia County and Panhandle Grading & Paving, Inc., to amend the Standard Design-Build Contract for PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage, approved by the Board on February 6, 2014, which is amended to acknowledge "that it [the DESIGN/BUILD FIRM] has been advised of its obligation to comply with the requirements of Form FHWA 1273, Required Contract Provisions for Federal-Aid Construction Contracts, attached hereto, the terms of which are expressly agreed to be incorporated by reference and made a part of this Agreement."

BACKGROUND:

The agreement between Panhandle Grading & Paving, Inc. and Escambia County, Florida, PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage approved by the Board of County Commissioners on February 6, 2014 is amended to include the specific required language regarding contract provisions for Federal-Aid Construction Contracts and the up to date attachments associated with the federal funding.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Assistant County Attorney.

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.The agreement between Panhandle Grading & Paving, Inc. and Escambia County, Florida, PD 12-13.051, Design/Build Myrtle Grove Sidewalks and Drainage approved by the Board of County Commissioners on February 6, 2014 is amended to include the specific required language regarding contract provisions for Federal-Aid Construction Contracts and the up to date attachments associated with the federal funding.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

Board Agreement Approval

Contract Amendment

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning appointments to the Board of Adjustment and the Santa Rosa Island Authority:

   A. Confirming the appointment of Frederick J. Gant to the Escambia County Board of Adjustment to serve as Commissioner Lumon J. May's appointee, replacing Jerome Ellis Watson, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion; and

   B. Confirming the appointment of Jerome Ellis Watson to the Santa Rosa Island Authority to serve as Commissioner Lumon J. May's appointee, replacing Frederick J. Gant, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion.

9. Approving Boston Mutual Life Insurance Company as a voluntary vendor to sell Whole Life Insurance Policies to our *(Board of County Commissioners')* employees.

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 17, as follows:

1. Adopting the Resolution *(R2014-11)* authorizing the write-off of $996,798.91 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC (Funding: Fund 401, Solid Waste Fund, Account No. 343402):

   A. Approving the Application for a Certificate of Need, permitting Pat's Bobcat Service, Inc., d/b/a Deep South Containers, LLC, to operate in Escambia County; and

   B. Authorizing the Chairman to sign the Certificate.

3. Approving Budget Amendment Request #83, Local Option Sales Tax III (LOST) Fund (352), in the amount of $163,154, allocating funds from Parks LOST to establish a full-time Community Center Coordinator Position and establishing a new Cost Center to track Community Affairs LOST Projects.

4. Adopting the Resolution *(R2014-12)* approving Supplemental Budget Amendment #084, General Fund (001), in the amount of $118,868, to recognize reimbursement proceeds from off-duty officer, auto insurance, and miscellaneous Sheriff's Fees; these funds must now be recognized and appropriated back into the Sheriff's Budget for law enforcement activities in Escambia County.

5. Adopting the Resolution *(R2014-13)* approving Supplemental Budget Amendment #88, Local Options Sales Tax III Fund (352), in the amount of ($257,708), reducing the amount of funds remaining in the Maplewoods Grant and appropriating this reduction accordingly.

6. Awarding, and authorizing the County Administrator to sign, a Design/Build Contract to Panhandle Grading & Paving, Inc., per the terms and conditions of PD 12-13.051, "Design/Build Myrtle Grove Sidewalks and Drainage," in the amount of $896,575 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210517, Object Code 56301, Project No. 13EN2432).

AMENDMENT TO DESIGN/BUILD CONTRACT (PD 12-13.051)

THIS AMENDMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Panhandle Grading & Paving, Inc. ("Design-Build Firm"), a Florida for-profit corporation, with an administrative address of 2665 Solo Dos Familiaf, Pensacola, Florida 32534 and a Federal Tax Identification Number of 59-1879185.

WITNESSETH:

WHEREAS, on February 6, 2014, the County entered into an agreement with Design-Build Firm to perform all Work in connection with the Design/Build Myrtle Grove Sidewalks and Drainage Project (PD 12-13.051); and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. That the Design/Build Contract, dated February 6, 2014, is amended to include the following:

The DESIGN/BUILD FIRM acknowledges that it has been advised of its obligation to comply with the requirements of **Form FHWA 1273**, Required Contract Provisions for Federal-Aid Construction Contracts, attached hereto, the terms of which are expressly agreed to be incorporated by reference and made a part of this Agreement.

3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

_____
Witness

By:_____
Jack R. Brown, County Administrator

_____
Witness

DESIGN-BUILD FIRM:
Panhandle Grading & Paving, Inc.

ATTEST: Corporate Secretary

_____

By:_____
Donald Long, Vice President

[CORPORATE SEAL]

Date: _____

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 1/13/16

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9719 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/02/2016
Issue: Amendment of Agreement for Bob Sikes Toll System Upgrade Project
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment of Agreement for Bob Sikes Toll System Upgrade Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Amendment of Agreement between Escambia County, Florida, and Transcore, LP Relating to the Bob Sikes Toll System Upgrade Project PD 14-15.030, originally approved by the Board on July 7, 2015, which is amended as follows:

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as “Contract Documents” and sometimes as the “Agreement”). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of this Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of this Agreement, including any amendments, and the General Terms and Conditions shall control.

C. County shall furnish to the Contractor up to One (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

3. That Exhibit A, General Terms and Conditions, Section 4. PROGRESS PAYMENTS, Paragraph 4.5 of the Agreement is hereby amended as follows:

~~4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.~~

BACKGROUND:

The Agreement between Transcore, LP and Escambia County, Florida, PD 14-15.030, Bob Sikes Toll System Upgrade Project was approved by the Board on July 7, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment prepared by Kristin Hual, Assistant County Attorney.

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.

The Agreement between Transcore, LP and Escambia County, Florida, PD 14-15.030, Bob Sikes Toll System Upgrade Project was approved by the Board on July 7, 2015.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

Transcore Amendment

AMENDMENT TO AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TRANSCORE, LP RELATING TO THE BOB SIKES TOLL SYSTEM UPGRADE PROJECT (PD 14-15.030)

THIS AMENDMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Transcore, LP, a foreign limited partnership authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), Federal Employer Identification Number 25-1730334, with a principal address of 150 4th Avenue North, Suite 1200, Nashville, TN 37219 and a mailing address of 3721 Tecport Drive, Suite 102, Harrisburg, PA 17111.

WITNESSETH:

WHEREAS, on August 24, 2015, the County entered into an agreement with Contractor for the Bob Sikes Bridge Toll System Upgrade Project (PD 14-15.030); and

WHEREAS, the parties have agreed to revise certain provisions of the agreement relating to monthly progress payments; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. That SECTION 1 of the Agreement is hereby amended as follows:

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of this Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of this Agreement, including any amendments, and the General Terms and Conditions shall control.

C. County shall furnish to the Contractor up to One (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

3. That Exhibit A, GENERAL TERMS AND CONDITIONS, Section 4. PROGRESS PAYMENTS, Paragraph 4.5 of the Agreement is hereby amended as follows:

~~4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.~~

4. That the parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the date last executed by the parties.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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 Court

By: _____
Grover C. Robinson, IV, Chairman

By: _____
Deputy Clerk
(SEAL)

CONTRACTOR: TRANSCORE, LP

_____
Witness

By: _____

Its: _____

_____
Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/21/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9739 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 02/02/2016
Issue: Letter of Support for Escambia Community Clinics Oral Health Expansion Funding Application
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Letter of Support for Escambia Community Clinics for the Oral Health Expansion Funding Grant Application - Amy Lovoy, Assistant County Administrator

That the Board ratify the signature of the Vice Chairman on the letter of support for Escambia Community Clinics for their Oral Health Expansion Funding Grant Application (HRSA-16-076), which would create greater access to dental care for the residents of Escambia County.

BACKGROUND:

Escambia Community Clinics has provided health care for uninsured and underinsured adults and children in Escambia County for over 20 years and opened a dental clinic in Pensacola in November 2013. The funds from this grant application would expand oral health services to Cantonment and Century, and provide additional capacity to the main dental clinic in Pensacola with the addition of a dentist. The letter of support from the Escambia County Board of County Commissioners is a necessary component of the application.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BCC Letter of Support for ECC

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

January 26, 2016

Mr. John Porter
President, Board of Directors
Escambia Community Clinics, Inc.
14 W. Jordan St.
Pensacola, Florida 32501-1736

Dear Mr. Porter,

On behalf of the Escambia County Board of County Commissioners, we are pleased to offer our support for your application for Oral Health Expansion Funding (HRSA-16-076) to create greater access to dental care by expanding oral health services to the communities of Cantonment and Century in Northern Escambia County, as well as providing additional capacity through the addition of a dentist to Escambia Community Clinic's main dental clinic in Pensacola.

The community will benefit significantly from this expansion in light of the limited resources in our area for dental care for both low income adults and children. We are confident that this expansion of services will provide better access, quicker service, and will clearly improve the oral health outcomes and overall health in our vulnerable populations.

Since the opening of your dental clinic in November 2013, you have been able to provide the much needed oral health care for the medically needy and working poor citizens of our area. As demand increases for oral health care for the uninsured/underinsured adults and Medicaid children, costly hospital ER visits for dental issues remain an issue in our County. Your status as a Federally Qualified Health Center makes you an ideal candidate to expand dental access reinforcing the vital "safety net" role of the FQHC for vulnerable populations.

The Board of County Commissioners commends Escambia Community Clinics on your contributions to our community over the past twenty-three years, and are confident that this grant opportunity will help improve the overall oral health and well-being of our community. We look forward to helping in any way possible.

Sincerely,

Wilson B. Robertson
Vice-Chairman, Board of County Commissioners
Escambia County, Florida

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9688 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Budget Amendment #060 - Replacement Lighting for Casino Beach at Pensacola Beach
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #060 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #060, Santa Rosa Island Public Works, General Fund (001), in the amount of $110,468, from Reserves for Operating to the SRI Public Works Budget to purchase replacement lights at Casino Beach on Pensacola Beach. The Santa Rosa Island Authority (SRIA) has transferred funds to the County's General Fund (001), for the cost to replace and repair these lights.

BACKGROUND:

The SRIA has transferred funds to Escambia County's General Fund to cover the cost of repair and replacement of the lights at Casino Beach on 10-1-2015.

BUDGETARY IMPACT:

This amendment will decrease General Fund Reserves for Operating by $110,468.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Due to booking the entry in the FY14/15 Financials, this is to make the Board aware that funds were received for the project and the current year's allocation from Reserves for Operating in the General Fund.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#060

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
#060

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 001/Non-Departmental
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Reserves for Operating		110201	59805	110,468
Total				**$110,468**

Transfer To: 001/SRI Public Works
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Repair & Maintenance		211401	54601	110,468
Total				**$110,468**

Detailed Justification:
Funds are being reallocated from the General Fund (001) from Reserves for Operating to purchase and replace lights on Casino Beach.

The Santa Rosa Island Authority (SRIA) transferred funds over to the County's General Fund to cover this cost on 10-1-2015.

OMB Analyst

Budget Manager

Department Director, Management & Budget

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9706 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Supplemental Budget Amendment #066 - Refunds from Gulf Power for Pensacola Beach Road Improvment and Lighting Project
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #066 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #066, Local Options Sales Tax Fund (352), in the amount of $65,082, to recognize refund proceeds from Gulf Power for a canceled Pensacola Beach road improvement and lighting project, and to appropriate these funds back to the Local Options Sales Tax (LOST) Fund.

BACKGROUND:

In December 2015, the Board received two refund checks from Gulf Power for a canceled Pensacola Beach road improvement and lighting project. Funds were paid up front to Gulf Power originally, these funds are now being appropriated back into the LOST Fund from where they originated.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $65,082.

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#066

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2016-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received two refund checks from Gulf Power for a Pensacola Beach Road Improvement and Lighting project, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Local Options Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Prior Year Refund	352	369004	$47,776
Prior Year Refund	352	369004	$17,306
Total			**$65,082**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210107	56301/12EN2044	$65,082
Total			**$65,082**

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
#066

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9679 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Revised Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2015-2016
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Revised Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016 - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action regarding the revised Detailed Work Plan Budget for the Mosquito Control Division for Fiscal Year 2015-2016:

A. Rescind the Board's action of June 25, 2015, CAR II-4, approving and authorizing the Chairman to sign the Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016;

B. Approve the revised Detailed Work Plan Budget - Arthropod Control for Fiscal Year 2015-2016; and

C. Authorize the Chairman to sign the document.

Note: This is coming back to the Board due to an internal audit by the Florida Department of Agriculture and Consumer Services (FDACS) Inspector General after it was determined that more detailed account codes were needed to be in compliance with Chapter 388 Florida Statute and Rule Chapter 5E-13 of the Florida Administrative Code. This revision to the Detailed Work Plan does not change the revenue Mosquito Control will receive from the FDACS.

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

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2015-2016 grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2015-2016 and found it to be acceptable. The State Grant funds will appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Fund. The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this recommendation will require no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Department of Natural Resources Management, Mosquito Control Division, will forward the required documents to the appropriate State offices.

Attachments

Board Minutes 6-25-15

Revised Detailed Work Plan Mosquito Control

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

2. Authorizing the County to piggyback off the State of Florida Term Contract #25100000-15-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for five 2015 Chevrolet Equinox Sport Utility Vehicles, Model #1LH26, for the Building Inspections Department, to Rountree - Moore Chevrolet, in the amount of $101,800, according to Specification Number VE14-15.018 (Funding: Fund 406, Building Inspections Fund, Cost Center 250111, Object Code 56401).

3. Taking the following action concerning the recording of Declaration of Restrictive Covenants and providing Ownership and Encumbrance Reports for 3300 Mobile Highway and Escambia County Mahogany Mill Boat Ramp; the Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned properties located at 3300 Mobile Highway and Escambia County Mahogany Mill Boat Ramp Facility as required documentation for Restrictive Covenants, which are to be recorded on the properties; Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance; the County Attorney's Office has concerns that the updated titles constitute a form of warranty, which would violate Florida Statute 125.411 (Funding: Fund 151, Barrancas and Brownsville Tax Increment Financing, Cost Centers 220515 and 220519):

   A. Authorizing the recording of the Declaration of Restrictive Covenants required by the FDEP for the properties located at 3300 Mobile Highway and the Escambia County Mahogany Mill Boat Ramp Facility; and

   B. Approving to provide current Ownership and Encumbrance Reports on each property to support the Declaration of Restrictive Covenant documents.

* 4. Taking the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

   A. Approving the *Detailed Work Plan Budget – Mosquito Control* for Fiscal Year 2015-2016; and

   B. Authorizing the Chairman to sign the document.

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

Telephone Number (850) 617-7995

FOR COUNTY OR

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

BUREAU OF ENTOMOLOGY AND PEST CONTROL

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15

ENDING SEPTEMBER 30, 20 16

COUNTY or DISTRICT Escambia County, Florida

AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Vickie McClure, Administrative Assistant, Mosquito Control

DATE: January 13, 2016

APPROVED BY: Grover C. Robinson IV

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE: February 2, 2016

PAGE 1 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			**$592,035**	**$592,035**	**$0**								
334.1	State Grant			**$31,540**	**$0**	**$31,540**								
362	Equipment Rentals			**$0**	**$0**	**$0**								
337	Grants and Donations			**$0**	**$0**	**$0**								
361	Interest Earnings			**$0**	**$0**	**$0**								
364	Equipment and/or Other Sales			**$0**	**$0**	**$0**								
369	Misc./Refunds (prior yr expenditures)			**$0**	**$0**	**$0**								
380	Other Sources			**$0**	**$0**	**$0**								
389	Loans			**$0**	**$0**	**$0**								

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15
ENDING SEPTEMBER 30, 20 16

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Vickie McClure, Administrative Assistant, Mosquito Control
DATE: January 13, 2016

APPROVED BY: Grover C. Robinson IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: February 2, 2016

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	Personal Services								
12	**R. Betts, Division Manager**	**2080**	**$36.11**	**$75,091**	**$75,091**	**$0**			
12	**M. Mello, Mosquito Control Supervisor**	**2080**	**$17.81**	**$37,040**	**$37,040**	**$0**			
12	**J. Sanders, Fleet Maint Technician**	**2080**	**$21.42**	**$44,540**	**$44,540**	**$0**			
12	**G. Wiggins, Mosquito Control Technician**	**2080**	**$11.94**	**$24,830**	**$24,830**	**$0**			
12	**D. Kyle, Mosquito Control Technician**	**2080**	**$12.30**	**$25,580**	**$25,580**	**$0**			
12	**F. Hicks, Mosquito Control Technician**	**2080**	**$11.94**	**$24,830**	**$24,830**	**$0**			
12	**K. Sargent, Mosquito Control Technician**	**2080**	**$12.30**	**$25,580**	**$25,580**	**$0**			
12	**C. Rooker, Mosquito Control Technician**	**2080**	**$13.83**	**$28,758**	**$28,758**	**$0**			
12	**E. Wise, Mosquito Control Technician**	**2080**	**$13.83**	**$28,758**	**$28,758**	**$0**			
12	**V. McClure, Sr. Office Support Assistant**	**2080**	**$17.34**	**$36,051**	**$36,051**	**$0**			
14	**Overtime**	**55**	**$108.20**	**$6,000**	**$0**	**$6,000**			
	Total Personal Services			**$357,058**	**$351,058**	**$6,000**			
20	Personal Services Benefits								
21	**FICA Taxes**	**1 Year**	**7.65%**	**$26,855**	**$26,855**	**$0**			
22	**Retirement Contributions**	**1 Year**		**$26,029**	**$26,029**	**$0**			
23	**Life and Health Insurance**	**1 Year**		**$90,000**	**$90,000**	**$0**			
24	**Workers' Compensation**	**1 Year**		**$20,154**	**$20,154**	**$0**			
	Total Personal Services Benefits			**$163,038**	**$163,038**	**$0**			
30	Operating Expense								
34	**Uniforms**			**$1,200**	**$1,200**	**$0**			
40	Travel & Per Diem								
40.1	**Per Diem or Meals**			**$12,500**	**$500**	**$12,000**			
41	Communication Serv								
	Communication Serv			**$3,200**	**$3,200**	**$0**			
42	Freight Services								
	Freight Services			**$800**	**$500**	**$300**			
43	Utility Service								
	Utility Service			**$0**	**$0**	**$0**			
44	Rentals & Leases								
	Rentals & Leases (Acetylene)			**$600**	**$600**	**$0**			
	Sub-Totals Tab (2A)			**$538,396**	**$520,096**	**$18,300**			

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15
ENDING SEPTEMBER 30, 20 16

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Vickie McClure, Administrative Assistant, Mosquito Control
DATE: January 13, 2016

APPROVED BY: Grover C. Robinson IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: February 2, 2016

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	TO BE PAID FROM: STATE	TO BE PAID FROM: GENERAL EXPENSE	TO BE PAID FROM: CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
45	Insurance			**$0**	**$0**	**$0**			
46	Repairs & Maintenance								
46.2	**Maintenance of Automotive Equipment**			**$7,060**	**$5,940**	**$1,120**			
46.3	**Maintenance of Office Equipment**			**$810**	**$810**	**$0**			
46.4	**Maintenance of Other Equipment**			**$3,070**	**$3,070**	**$0**			
	Sub-Total Repair & Maintenance			**$10,940**	**$9,820**	**$1,120**			
47	Printing and Binding								
	Printing and Binding			**$950**	**$650**	**$300**			
48	Promotional Activities								
				$0	**$0**	**$0**			
49	Other Charges								
	License Fee - NPDES			**$500**	**$500**	$0			
51	Office Supplies								
	Office Supplies/Materials			**$1,165**	**$1,165**	**$0**			
52.1	Gasoline/Oil/Lube								
	Gasoline	**1 Year**	**$4.00**	**$28,042**	**$28,042**	**$0**			
	Oil 5W-20	**1**	**$200.00**	**$200**	**$200**	**$0**			
	Transmission Fluid	**0**	**$0.00**	**$0**	**$0**	**$0**			
	Brake Fluid	**1**	**$51.00**	**$51**	**$51**	**$0**			
	Power Steering Fluid	**0**	**$0.00**	**$0**	**$0**	**$0**			
	Windshield Washer Fluid	**4**	**$35.88**	**$144**	**$144**	**$0**			
	Sub-Total Operation Supplies (51-52.1)			**$28,437**	**$28,437**	**$0**			
52.2	Chemicals								
	Kontrol (Per Gal) EPA Reg #2724-375	**875**	**$19.40**	**$16,005**	**$10,670**	**$5,335**			
	Methoprene XR Briquets EPA Reg #2724-421	**8**	**$697.40**	**$5,579**	**$5,579**	**$0**			
	BTI Flowable Liquid EPA Reg #62637-1	**0**	**$0.00**	**$0**	**$0**	**$0**			
	Four Star Briquet (180-Day) EPA Reg #83362-3	**8**	**$636.94**	**$5,096**	**$5,096**	**$0**			
	Natular XRT EPA Reg #8329-84	**5**	**$915.13**	**$4,576**	**$2,745**	**$1,830**			
	Sub-Total Chemicals (52.2)			**$31,255**	**$24,090**	**$7,165**			
	Sub-Totals Tab (2B)			**$73,247**	**$64,662**	**$8,585**			

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15
ENDING SEPTEMBER 30, 20 16

PREPARED BY: Vickie McClure, Administrative Assistant, Mosquito Control
DATE: January 13, 2016

APPROVED BY:
BUREAU OF ENTOMOLOGY AND PEST CONTROL
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Grover C. Robinson IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: February 2, 2016

PAGE 4 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
52.3	Protective Clothing								
	Clothing and Wearing Apparel			**$912**	**$912**	**$0**			
52.4	Misc. Supplies								
	Miscellaneous Supplies and Incidentals			**$3,435**	**$3,000**	**$435**			
	Entomological Supplies/Dry Ice			**$1,000**	**$600**	**$400**			
52.5	Tools & Implements								
	Tools and Small Implements			**$530**	**$530**	**$0**			
	Sub-Total Operation Supplies (51-52.1)			**$28,437**	**$28,437**	**$0**			
	Sub-Total Chemicals (52.2)			**$31,255**	**$24,090**	**$7,165**			
	Total Operating Supplies			**$65,569**	**$57,569**	**$8,000**			
54	Publications & Dues								
	Books, Publications & Subscriptions			**$0**	**$0**	**$0**			
	Memberships - FMCA			**$1,635**	**$735**	**$900**			
	Memberships - AMCA			**$420**	**$0**	**$420**			
55	Training								
	Training			**$4,000**	**$1,500**	**$2,500**			
	Sub-Total (Accts 54-55)			**$6,055**	**$2,235**	**$3,820**			
60	Capital Outlay			**$0**	**$0**	**$0**			
71	Principal			**$0**	**$0**	**$0**			
72	Interest			**$0**	**$0**	**$0**			
81	Aids to Government Agencies			**$0**	**$0**	**$0**			
83	Other Grants and Aids			**$0**	**$0**	**$0**			
89	Contingency (Current Year)			**$4,000**	**$0**	**$4,000**			
99	Payment of Prior Year Accounts								
	Sub-Totals Page (2A)			**$538,396**	**$520,096**	**$18,300**			
	Sub-Totals Page (2B)			**$73,247**	**$64,662**	**$8,585**			
	Sub-Totals (2C			**$11,932**	**$7,277**	**$4,655**			
	Total Budgetary Expenditures and Balance			**$627,575**	**$592,035**	**35,540**			

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

BUREAU OF ENTOMOLOGY AND PEST CONTROL

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15

ENDING SEPTEMBER 30, 20 16

COUNTY or DISTRICT Escambia County, Florida

AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Vickie McClure, Administrative Assistant, Mosquito Control

DATE: January 13, 2016

APPROVED BY: Grover C. Robinson IV

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE: February 2, 2016

PAGE 5 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	TO BE PAID FROM GENERAL EXPENSE	TO BE PAID FROM CAPITAL	PROGRAM ELEMENTS
	RESERVES								
0.001	Reserves - Future Capital Outlay			**$0**	**$0**	**$0**			
0.002	Reserves - Self-Insurance			**$0**	**$0**	**$0**			
0.003	Reserves - Cash Balance to be Carried Forward			**$0**	**$0**	**$0**			
0.004	Reserves - Sick and Annual Leave Trans Out			**$0**	**$0**	**$0**			

Attest: Pam Childers, Clerk of the Circuit Clerk_____ By _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9716 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Purchase of Nine Agricultural-Type Tractors, 2WD, Over 100 HP, for the Road Division VE 15-16.001
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Nine Agricultural-Type Tractors for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the county to utilize the National Joint Powers Alliance Contract #021815-DAC and award a Purchase Order to Deere & Company, in the amount of $391,070.70, for nine 2016 John Deere Model 6105E 2WD, over 100HP, agricultural-type tractors for the Road Division, according to the specifications of VE 15-16.001. The Purchasing Department posted the request on the Escambia County Website for 30 days, with no responses.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost 210405, Object Code 56401]

BACKGROUND:

Meeting in regular session on September 24, 2015, the Board of County Commissioners approved purchase of these units. However, due to a discontinuation of the production model upgrade to the 6105E model tractor, a subsequent price increase was effected before a purchase order could be processed. The specifications were advertised again as VE 15-16.001 on the Escambia County website for 30 days beginning December 14, 2015, with no other responsive quotes received.

These agricultural tractors, upon purchase, will replace nine like models in the current fleet; the current units will be auctioned as surplus. These new units will facilitate the continuation of the Road Division's Right-of-Way Maintenance program.

BUDGETARY IMPACT:

Funds are available in Fund 175 "Transportation Trust Fund", Cost Center 210405, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board policy, this purchase was advertised on the County's website for 30 days. There were no responses.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue a Purchase Order.

Attachments

VE 15-16.001

John Deere NJPA Quote

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: Nine (9) ea.

Base Description:

Year: 2016 - or current mfg. year

Model: AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)

Color: Manufacturer's Standard Equipment Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120- days after receipt of order

Maximum Budgeted Purchase Amount:

$ 43,452.30 per unit

VE 15-16.001 Road Department VE Purchase #1- Agriculture Type Tractor 2 (Wheel Drive)

VE 15-16.001 Road Department VE Purchase #1- Agriculture Type Tractor 2 (Wheel Drive)

SPECIFICATIONS: TRACTOR, AGRICULTURAL, OVER 100HP

ENGINE:

- Diesel Engine: Full Tier 4
  In-line 4-Cylinder Wet-Sleeve with High Pressure Common Rail (HPCR) Fuel System and 4 Valve Head
- 4.5 L (275 Cu. In.) Displacement
- 105 Engine Horsepower @ 2200 Rated Speed
- 87 SAE PTO Horsepower @ 2100 Rated Speed
- High Pressure Common Rail
- Fixed Turbocharger and Exhaust Gas Recirculation
- Closed Cooling System
- Air Filtration System with Permanent Pre-Cleaning and Safety Element
- Under hood After Treatment System with Vertical Exhaust
- 44 Gal (168 L) Fuel Tank Capacity

TRANSMISSION:

- 12F/12R power reverser Transmission (19 mph/30kmh) - 2WD Front Axle
- Mechanical Hydraulic Left Hand Reverser
- Wet Multi-Disk Clutch
- Mechanically Actuated Park Brake
- Neutral Safety Start System

STEERING, BRAKES, FINAL DRIVE, DIFFERENTIAL:

- Hydrostatic Steering
- Sealed Wet Disk Brake
- Mechanically Actuated Rear Differential Lock
- Engage On-the-Go Rear Differential Lock
- Inboard Planetary type final drive

HYDRAULICS:

- Open Center 20.0 GPM (75.7 L/min) Pump Flow @ Rated Speed (2200)
- Triple Deluxe SCV with ISO Breakaway Couplers

REAR PTO:

- 540/1000 PTO Speeds, 1-3/8 In. Independent Rear
- PTO, Reversible Shaft and PTO Master Shield
- Electro-hydraulic PTO Activation
- Wet Clutch
- Neutral Start Safety System
- Seat Activated PTO Warning

VE 15-16.001 Road Department VE Purchase #1- Agriculture Type Tractor 2 (Wheel Drive)

ROCKSHAFT, HITCH AND DRAWBAR:

- Mechanical Hitch
- Category 2, 3-Point Hitch
- Mechanical Hitch Control
- 5500 Lb. (2500 kg) Lift Capacity
- Two Telescopic Draft Links
- Sway Chain Retainers
- Category 2 Drawbar; Swinging
- Safety Chain Holder

INSTRUMENTATION:

- Tachometer
- Speedometer
- Hour Meter
- Fuel Gauge
- Engine Oil Pressure
- Coolant Temperature
- PTO Engagement
- Engine Air Filter
- Alternator
- Directional Indicators
- Hazard Switch
- Park Brake Indicator

OPEN OPERATOR STATION:

- Two Post Foldable ROPS with Seat Belt and Canopy for Roll-Guard
- Flat Platform with Steel Fenders
- Right Hand and Left Hand Foot Steps
- Operational Controls Location -
- Right Hand Console
- Mechanical Suspension Seat with Armrest and Seat Belt
- Tilt / Telescopic Steering Column
- Foot Throttle Control

ELECTRICAL:

- Key Shutoff
- 12-Volt Electrical System
- One 12-Volt Battery, 925 Cold Cranking Amps
- 90 Amp Alternator
- 7 Terminal (ASAE) Outlet Socket

VE 15-16.001 Road Department VE Purchase #1- Agriculture Type Tractor 2 (Wheel Drive)

LIGHTS:

- Two Front Headlights
- One Rear ROPS Mounted Work Light
- Two ROPS Hazard Lights
- Two Rear Fender Tail Lights with Brake Lights

FRONT AXLE WHEELS **AND TIRES:**

- 2WD Front Axle Adjustable (59.1 - 74 In)
- 10.00-16 In. 8PR F2 Bias tires

REAR AXLE WHEELS AND TIRES:

- Flange Type Axle
- Eight Position Steel Wheels
- 18.4-34 In. 8PR R1 Bias

MISCELLANEOUS:

- Operator's Manual (English) and Holder print
- Service Manual print or CD
- SMV Emblem
- Horn

WARRANTY:

- 24 months/ 2000 hrs

Posting Date	Monday, December 14, 2015
Due Date for Offers	Wednesday, January 13, 2016
Depart.	Wes Moreno, Director, Road Dept.
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.001 Road Department VE Purchase #1- Agriculture Type Tractor 2 (Wheel Drive)

Offers for the sale of equipment meeting the specifications for VE 15-16.001 Road Department Equipment Purchase #1 as listed will be accepted until **5:00 pm on Wednesday, January 13, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 15-16.001 Road Department Equipment Purchase #1 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

Quote Id: 12473276

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445
251-267-2500
friscogeneral@smithtractorco.com

Prepared For:

Clerk Of The Circuit Court

Proposal For:

Delivering Dealer:
Troy Williams

Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445

251-267-2500
friscogeneral@smithtractorco.com

Quote Prepared By:
TROY WILLIAMS
850-698-3697
twilliams@smithtractorco.com

Date: 01 December 2015

Offer Expires: 31 March 2016

Quote Id: 12473276

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445
251-267-2500
friscogeneral@smithtractorco.com

01 December 2015

223 Palafox Pl Ste 140
Pensacola, FL 32502

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Troy Williams
251-267-2500
Smith Tractor Company, Inc.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445
251-267-2500
friscogeneral@smithtractorco.com

Quote Summary

Prepared For:
Clerk Of The Circuit Court
223 Palafox Pl Ste 140
Pensacola, FL 32502
Business: 850-595-4841

Delivering Dealer:
Smith Tractor Company, Inc.
Troy Williams
3854 Bowden Street
Frisco City, AL 36445
Phone: 251-267-2500
Mobile: 850-698-3697
twilliams@smithtractorco.com

Quote ID: 12473276
Created On: 01 December 2015
Last Modified On: 21 January 2016
Expiration Date: 31 March 2016

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6105E OOS TRACTOR	$ 59,523.70	$ 43,452.30	X	9	=	$ 391,070.70

Contract: NJPA Ag Tractors and/or Implements_021815-DAC
Price Effective Date: December 1, 2015

Equipment Total **$ 391,070.70**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 391,070.70
Trade In	
SubTotal	**$ 391,070.70**
Total	$ 391,070.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 391,070.70**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 12473276 **Customer Name:** CLERK OF THE CIRCUIT COURT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445
251-267-2500
friscogeneral@smithtractorco.com

JOHN DEERE 6105E OOS TRACTOR

Contract: NJPA Ag Tractors and/or Implements_021815-DAC

Price Effective Date: December 1, 2015

Suggested List *
$ 59,523.70

Selling Price *
$ 43,452.30

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
332UP	6105E OOS Tractor (89 PTO hp)	9	$ 63,600.00	23.00	$ 14,628.00	$ 48,972.00	$ 440,748.00
	Standard Options - Per Unit						
0202	United States	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual North America	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0500	No package	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1382	12F/12R PowrReverser Transmission (19 mph/30 kmh) - 2WD Front Axle	9	$ -5,161.00	23.00	$ -1,187.03	$ -3,973.97	$ -35,765.73
2000	Open Operator Station - Flat Platform	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
3340	Triple Deluxe SCV with ISO Breakaway Couplers	9	$ 365.00	23.00	$ 83.95	$ 281.05	$ 2,529.45
4020	Heavy Duty Hitch	9	$ 365.00	23.00	$ 83.95	$ 281.05	$ 2,529.45
4120	Two Telescopic Draft Links	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4315	Standard Drawbar	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4421	Sway Bars	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5212	460/85R34 In. 8PR R1W Radial	9	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
6151	10.00-16 In. 8PR F2 Bias	9	$ -1,204.00	23.00	$ -276.92	$ -927.08	$ -8,343.72
	Standard Options Total		**$ -5,635.00**		**$ -1,296.05**	**$ -4,338.95**	**$ -39,050.55**
	Dealer Attachments/Non-Contract/Open Market						
AR201256	Canopy for ROPS	9	$ 1,558.70	23.00	$ 358.50	$ 1,200.20	$ 10,801.80
	Dealer Attachments Total		**$ 1,558.70**		**$ 358.50**	**$ 1,200.20**	**$ 10,801.80**
	Suggested Price						**$ 412,499.25**
	Additional Discounts						

Selling Equipment

Quote Id: 12473276 **Customer Name:** CLERK OF THE CIRCUIT COURT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith Tractor Company, Inc.
3854 Bowden Street
Frisco City, AL 36445
251-267-2500
friscogeneral@smithtractorco.com

Multi-unit Discount	9		$ 2,380.95	$ -2,380.95	$ -21,428.55
Additional Discount Total			**$ 2,380.95**	**$ -2,380.95**	**$ -21,428.55**
Total Selling Price		**$ 59,523.70**	**$ 16,071.40**	**$ 43,452.30**	**$ 391,070.70**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9711 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Purchase of Hardware, Installation, and Monitoring System to Enhance/Extend Current GPS Contract
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase, Installation, and Continued Data Monitoring Contract for a Vehicle Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the purchase of hardware, installation, and a one year Data Monitoring Contract with Networkfleet, Inc., in the amount of $220,423. This amount would provide for the hardware purchase, installation, and monitoring of 431 additional selected Escambia County vehicles and the continued monitoring of 200 current Global Positioning System (GPS) units during the Contract period. This Purchase and Monitoring Contract will utilize the existing General Services Administration (GSA) Contract # GS-07F-5559R.

[Funding Source: Fund 175 "Transportation Trust Fund", Cost Center 210405, Object Code 55201 and 53401]

BACKGROUND:

Meeting in regular session on January 22, 2015, the Board of County Commissioners approved the purchase, installation, and monitoring of 200 selected Escambia County vehicles via a Networkfleet, Inc., Global Positioning System (GPS) for a period of one year through a GSA contract #GS-07F-5559R. A bid solicitation, PD 14-15.093, Cellular Service and Equipment, was advertised to include these types of GPS units and closed with no responses on October 05, 2015. Therefore, this recommendation allows the continuation of the monitoring of these vehicles and the enhancement of the GPS program through the installation and monitoring of 431 additional GPS units on road vehicles of the county fleet for a period of one year. The current GSA contract #GS-07F-5559R will continue to be utilized.

BUDGETARY IMPACT:

Funding is available in Fund 175 "Transportation Trust Fund" , Cost Center 210405, Object Code 55201 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract is authorized for use by local and state agencies under the General Services Administration (GSA) Schedule 84, Contract # GS-07F-5559R.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-88, 94 of the Escambia County Code of Ordinances; requests for proposals, cooperative purchases.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue the Contract and Purchase Order; staff will coordinate implementation of the contracted services.

Attachments

GSA contract GS-07F-5559R
BCC meeting 01-22-15 approval
PD 14-15.093



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:
http://www.gsaadvantage.gov

General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84

CONTRACT NUMBER:
GS-07F-5559R

PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019

Networkfleet, Inc.
6363 Greenwich Drive
Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246
www.networkfleet.com

General Services Administration
Supplement #**PO-0041**, dated **August 18, 2015**

DUNS: **85-842-6260**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

Please see pricing table for pricing information.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.

Not Applicable

2. MAXIMUM ORDER:

$200,000.00

3. MINIMUM ORDER:

$100.00

4. GEOGRAPHIC COVERAGE (DELIVERY AREA):

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

5. Point(s) of production (city, county, and State or foreign country).

Networkfleet, Inc.
6363 Greenwich Drive, Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246

6. Discount from list prices or statement of net price**.**

GSA Net pricing shown in pricing tables provided.

7. QUANTITY DISCOUNTS.

GSA Net pricing shown in pricing tables provided.

8. PROMPT PAYMENT TERMS:

0%, Net 30 Days

9a. Government purchase cards ***are accepted*** at or below the micro-purchase threshold.

9b. Government purchase cards ***are accepted*** above the micro-purchase threshold.

10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):

Please see Country of Origin information in attached pricing table.

11a. TIME OF DELIVERY:

Thirty Days ARO

Title Transfer occurs at the time of shipment

11b. EXPEDITED DELIVERY:

Please contact Networkfleet for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Networkfleet for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Networkfleet for expedited delivery information.

12. F.O.B. POINT(S):

Origin
Title Transfer occurs at the time of shipment

13a. ORDERING ADDRESS:

Networkfleet, Inc.
6363 Greenwich Drive, Suite 200
San Diego, CA 92122
(P): 858.450.3245
(F): 858.450.3246

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA s), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Networkfleet, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.

LIMITED WARRANTY. (a) Networkfleet warrants to Customer that Devices (other than an Asset Tracker device) which were purchased new from Networkfleet by Customer on or after April 1, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device, provided however, Networkfleet will have no obligation with respect to such warranty at any time Customer has a past due balance for unpaid Fees. Networkfleet warrants to Customer that Devices which were purchased new from Networkfleet by Customer between May 1, 2010 and March 31, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Device.

(b) Networkfleet warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

(c) Networkfleet warrants to Customer that all accessories which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

(d) Networkfleet warrants to Customer that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. To the extent Customer purchases an extended installation warranty, Networkfleet warrants to Customer that any extended warranty installation services shall be free from defects in workmanship for the entire period of your uninterrupted use of the Device pursuant to this Agreement subject to such installation service, provided however, Networkfleet will have no obligation with respect to such extended installation warranty at any time Customer has a past due balance for unpaid Fees.

(e) Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. The policy is located at http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf. Subject to Exclusions and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors, failure to properly install the Devices as described in the Networkfleet installation guides; (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, NETWORKFLEET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

NETWORKFLEET LICENSE. (a) During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of the Networkfleet Services by the Customer is prohibited without prior written consent.

(b) Networkfleet Data Services, if applicable, are subject to the then current "Networkfleet Data Services Use Policy and Procedure" which is located at http://info.networkfleet.com/rs/networkfleet/images/Data_Services_Use_Policy.pdf, and may be updated from time to time.

Title Transfer occurs at the time of shipment.

CUSTOMER OBLIGATIONS. (a) Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, and Privacy Policy which are available on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the

Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

NETWORKFLEET IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Networkfleet or the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Networkfleet's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Networkfleet Website or Networkfleet Services, or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Networkfleet, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) remove or alter any proprietary notices in the Networkfleet Services; (d) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (f) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders.

MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at http://info.networkfleet.com/rs/networkfleet/images/DigitalGlobe_Product_EULA.pdf

TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the

Networkfleet Services and will require such coordinator(s) to participate in the Device and Networkfleet Services training provided from time to time by Networkfleet. (b) During the time Customer is entitled to receive Networkfleet Services, and subject to Exclusions, Networkfleet or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Networkfleet Services during Networkfleet's regular working hours. Customer may call Networkfleet or its designee at (866) 227-7323 or e-mail inquiries to care@networkfleet.com for support services.

DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Networkfleet Services. Customer further grants to Networkfleet and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Networkfleet.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device or devices identified on an Accepted Order Form.

"Order Form" means an order form provided by Networkfleet to Customer, pursuant to which Customer orders Devices, and/or Networkfleet Services.

"Networkfleet Services" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Networkfleet, ("Networkfleet Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Networkfleet as set forth on a Professional Services Addendum attached hereto.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Service Partners" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.
"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor s website or other location.) The EIT standards can be found at: www.Section508.gov/.

Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

85-842-6260

26. Notification regarding registration in Central Contractor Registration (CCR) database.

CAGE CODE # 3F8C9, updated CCR registration

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

GSA PRICE LIST

SIN	Manufacturer	Part Number	Product Description	GSA Price	Warranty	COO
HARDWARE						
426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GSP and Diagnostics Unit	$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1000N2VD/1000N2ED	Networkfleet Asset Guard BX/PW	$ 160.00	see T&Cs	US
SERVICES						
426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	$ 18.95	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard BX/PW)	$ 13.95	see T&Cs	US
426-4Q	Networkfleet	CONNECTMS	Garmin CONNECT fee	$ 5.95	see T&Cs	US
426-4Q	Networkfleet	CUR60SMS	60 Second Configurable Update Rate	$ 4.00	see T&Cs	US
426-4Q	Networkfleet	CUR45SMS	45 Second Configurable Update Rate	$ 6.00	see T&Cs	US
426-4Q	Networkfleet	CUR30SMS	30 Second Configurable Update Rate	$ 8.00	see T&Cs	US
426-4Q	Networkfleet	CUR15SMS	15 Second Configurable Update Rate	$ 12.00	see T&Cs	US
ACCESSORIES						
426-4Q	Networkfleet	PARTS043	6 pin Harness	$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS044	9 Pin Harness w/ square flange	$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS045	9 Pin Harness w/ D mount	$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS046	Universal Harness (3 wire)	$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS047	OBD Harness	$ 33.50	see T&Cs	US
426-4Q	Networkfleet	PARTS059	Quick Install Harness	$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS030	Reinstallation Kit	$ 3.00	see T&Cs	US
426-4Q	Networkfleet	PARTS031	Tamper Resistant Zip Ties (100 per pack)	$ 50.00	see T&Cs	US
426-4Q	Networkfleet	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS041	Sensor Input Harness (5500/5200)	$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/52	$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS049	Alternate Power Adaptor (5500/5200)	$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	$ 145.95	see T&Cs	US
426-4Q	Networkfleet	PARTS054	Garmin FMI Modified Cable	$ 55.00	see T&Cs	US
426-4Q	Networkfleet	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	$ 74.95	see T&Cs	US
426-4Q	Networkfleet	A-PEM001	PEM Port Expansion Module	$ 140.00	see T&Cs	US
426-4Q	Networkfleet	PARTS065	Asset Guard BX Replacement Battery (1)	$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS066	Asset Guard BX Magnet Mount Kit (set of 4)	$ 75.00	see T&Cs	US
426-4Q	Networkfleet	PARTS062	Driver ID Reader Adapter	$ 30.00	see T&Cs	US
426-4Q	Networkfleet	PARTS060	Driver ID Reader	$ 15.00	see T&Cs	US
426-4Q	Networkfleet	PARTS061	Driver ID Key	$ 3.50	see T&Cs	US
426-4Q	Networkfleet	PARTS070	16-pin Heavy Duty Harness	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS071	Bluetooth Extension	$ -	see T&Cs	US
426-4Q	Networkfleet	PARTS087	Driver ID Reader Audible	$ 15.00	see T&Cs	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	$ -	see T&Cs	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	$ -	see T&Cs	US
INSTALLATION						
426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TRANSFER-UNIT	Device Transfer	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Troubleshoot	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-AG	Asset Guard Installation (BX/PW)	$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	$ 35.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-HALF	1/2 Day Installation Training	$ 150.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-FULL	Full Day Installation Training	$ 300.00	see T&Cs	US

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

12. Appointing Charles Thornton as Commissioner Douglas Underhill's appointee on the Escambia County Mass Transit Advisory Committee, effective January 22, 2015, and running concurrently with Commissioner Underhill's term of office (November 2018), or at his discretion.

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving Consent Agenda Items 1 through 24, as follows, with the exception of Item 23, which was held for a separate vote:

1. Taking the following action regarding the *Special Needs Housing for Persons with Developmental Disabilities Agreement (The ARC Gateway, Inc. / 2015 SHIP)*, with ARC Gateway, Inc. (ARC), in compliance with targeting provisions stipulated in the 2015 State Housing Initiatives Partnership (SHIP) Program (Funding: Fund 120/SHIP, Cost Center 220445):

   A. Approving an Agreement with ARC Gateway, Inc., committing a maximum of $289,339 in SHIP Program funds to assist with development of a new six-bedroom group home, which will allow ARC to provide housing and supportive services for approximately six persons with developmental disabilities;

   B. Acknowledging, for the Official Record, that the property on which the group home facility is to be developed will be operated by ARC, but will be owned by Pollak Rehabilitation Center, Inc., a wholly owned subsidiary of ARC; and

   C. Authorizing the Chairman or Vice Chairman to execute the Agreement and the County Administrator to execute other Project-related documents as may be required to complete the Project.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

7. Continued…

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

Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

8. Approving and authorizing a Purchase Order, in the amount of $74,306.51 (prepay and add), to Infor Public Sector, Inc., for the purchase of 60 Mobile with Mapping and Routing Licenses for software for Fire Rescue vehicles (Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations).

9. Approving the purchase of hardware, installation, and one-year data monitoring Contract with Networkfleet, Inc., in the amount of $80,926; this amount would provide for the hardware purchase, installation, and monitoring of 200 selected Escambia County vehicles through a Global Positioning System Vehicle Tracking System during the contract period; this purchase and monitoring Contract will utilize an existing General Services Administration (GSA) Contract #GS-07F-5559R (Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405/56401, 53401).

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COUNTY WIDE CELLULAR SERVICE AND EQUIPMENT
SPECIFICATION PD 14-15.093

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORM (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

COUNTY WIDE CELLULAR SERVICE AND EQUIPMENT

SPECIFICATION NUMBER PD 14-15.093
BIDS WILL BE RECEIVED UNTIL: 4:00p.m., CDT, Monday, October 5, 2015
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805
Website: myescambia.com
Email: casimmon@co.escambia.fl.us

Technical Assistance:
Tamika Williams
Business Operations Manager
Public Safety
6575 N. "W" Street
Pensacola, FL 32505
Tel: (850) 471-6400
Fax: (850) 471-6455
Email: tlwilliams@escambiacounty.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

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

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

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

County Wide Cellular Service and Equipment

PD 14-15.093

TABLE OF CONTENTS
Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

	Page
Solicitation, Offer and Award Form *	4
Bid Form *	5
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	7
Drug Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporation Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	14
Exhibit A/Scope of Work	21

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

COUNTY WIDE CELLULAR SERVICE AND EQUIPMENT

SOLICITATION NUMBER: PD 14-15.093

SOLICITATION

MAILING DATE: Tuesday, September 8. 2015
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 4:00p.m., CDT on Monday, October 5. 2015 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: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/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 _____

BID FORM

Specification Number PD 14-15.093

County Wide Cellular Service and Equipment

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **County Wide Cellular Service and Equipment** 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:

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

Device Category	Quantity	Manufacturer	Model
Smart Phone	200		
Smart Phone with Push-toTalk	10		
Standard Cell phone with Push-to-Talk	228		
Push-to-talk only	55		
Flip Phone GPS Only	30		
Tablet with Cellular Wireless	23		
Wireless Hot Spot	69		
Air Cards	9		
GPS Units Vehicle	235	Networkfleet	5500 Series
GPS Monitors (Probation)	55	Pro Tech Monitoring	WMTD3418
Mobile Vehicle Mounted Modems	36	Sierra	Model 440
Mobile Vehicle Mounted Modems	60	Motorola	VML 750
Physio Control Life Pak 15 Titan Modems	32	Ositech	GatewayTitan
Physio Control Life Pak 15 Velocitor Modems	5	Mulitech	Model MTCBN

Per minute cost for unlimited usages

- Cellular _____
- Wireless Broad Band (3G,4G,LTE) _____
- AVL _____
- Push-to-Talk _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Bidder:_____

By:_____

Signature:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone/Toll Free/Fax #_____

_____

E-Mail Address:_____

Home Page Address:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

Person to contact for emergency service:

_____

Phone/Cell/Pager #:_____

_____

County Permits/Fees required for this project:

Permit	Cost
N/A	

Person to contact for disaster service:

_____

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 $1,000.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.093, "County Wide Cellular Service and Equipment", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987, Fax (850) 595-4805. Technical questions may be directed to Tamika Williams, (850) 471-6425, Fax (850) 471-6455 no later than 5:00p.m., CDT, September 15, 2015.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **F.O.B. Point**

Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County and not to exceed fourteen (14) calendar days.

5. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

6. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon

mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

8. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

9. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

11. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise

stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

12. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

13. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

14. **Award**

Award shall be made on an "all-or-none total" basis. **"In accordance with Escambia County Code of Ordinances Chapter 46-94, County reserves the right to exercise the option to procure goods and Services specified in PD14-15.093 by utilizing the previously solicited Current, GSA, State of Florida or other agency contracts"**

The goods or services specified in the Invitation to Bid PD14-15.093 are available to be procured by Escambia County through the utilization of contract described below.
GSA GS00Q13NSA3003 http://www.gsa.gov/portal/content/225643

15. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or

debarment of the contractor.

17. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

18. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

19. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the

County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

EXHIBIT A

SCOPE OF WORK

Escambia County is advertising for interested vendors to compare their submissions to Verizon's GSA GS00Q13NSA3003 http://www.gsa.gov/portal/content/225643

Submissions must include these services

- Cellular
- Wireless Broad Band (3G,4G,LTE)
- AVL
- Push-to-Talk

- Must include detailed coverage maps for cellular and broad band for entire Escambia County Florida, Escambia County Alabama and Baldwin County Alabama
- Must include information regarding emergency service or service support during activations of County emergency operations.

PUBLIC NOTICE

BID TABULATION	DESCRIPTION: County Wide Cellular Service and Equipment BID # PD 14-15.093								
Bid Opening Time: 4:00 pm CDT Bid Opening Date: 10/5/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total

BIDS OPENED BY:	Claudia Simmons, Purchasing Manager	DATE:	10/5/2015
BIDS TABULATED BY:	Cynthia Smith, RMLO	DATE:	10/5/2015
BIDS WITNESSED BY:	Cynthia Smith, RMLO	DATE:	10/5/2015

Under review for utilization of cooperative purchase agreements and DMS-1011-008C_Amend-4.pdf

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.

Note: There were no responsive bids received.

Posted @ 1:08 p.m. CDT on 10/14/2015

CAS/ah

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: County Wide Cellular Service and Equipment BID # PD 14-15.093								
Bid Opening Time: 4:00 pm CDT Bid Opening Date: 10/5/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager		DATE: 10/5/2015						
BIDS TABULATED BY:	Cynthia Smith, RMLO		DATE: 10/5/2015						
BIDS WITNESSED BY:	Cynthia Smith, RMLO		DATE: 10/5/2015						

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

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.

Note: There were no responsive bids received.

Posted @ 9:11 a.m. CDT on 10/6/2015

CAS/ah

ATTENDANCE SHEET

- Pre-Solicitation _____
- Bid Opening_____XX_____
- Proposal Opening _____
- Request For Letters of Interest (RLI) Opening_____
- Pre-Submittal _____
- Bid Evaluation_____
- Proposal Review Committee _____
- RLI Selection/Negotiation Committee_____

SPECIFICATION NUMBER: PD 14-15.093 DATE/TIME: 4:00 p.m., CDT, 10/05/2015
PROJECT: County Wide Cellular Service & Equipment
LOCATION: 213 Palafox Place 2nd Flr. Purchasing Conference Room 11.407
Pensacola, Florida 32502

(Print) COMPANY NAME & ADDRESS	PHONE & FAX NUMBERS	(Print) REPRESENTATIVE NAME
1. Claudia Simmons	PH: 850-595-4987	Claudia Simmons
213 Palafox Place 2nd floor	FX: 850-595-4806	Cynthia Smith
Pensacola, FL 32502	EMAIL:	
2.	PH:	
	FX:	
	EMAIL:	
	PH:	
	FX:	
	EMAIL:	
4.	PH:	
	FX:	
	EMAIL:	
5.	PH:	
	FX:	
	EMAIL:	
6.	PH:	
	FX:	
	EMAIL:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9690 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Contract Award for CR 399 Traffic Calming at Portofino Condominiums
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for County Road 399 Traffic Calming at Portofino Condominiums - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., for Standard Road/Drainage Construction, per the terms and conditions of PD 15-16.013, CR 399 Traffic Calming at Portofino Condominiums, for a lump sum of $1,135,083.35.

[Funding: Fund 352, LOST III, Cost Center 210119, Object Code 56301, Project Number 16EN3424]

Funds for the CR399 Portofino Traffic Calming Project were received from the SRIA through an Interlocal Agreement approved by the Board on October 8, 2015.

BACKGROUND:

At its' Regular Board meeting on April 23, 2015, the Board of County Commissioners approved Change Order #6 to the Baskerville Donovan, Inc., Contract PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan." The Change Order in the amount of $123,984.92 included the $92,204.99 for engineering services for the CR399 Traffic Calming at Portofino on Pensacola Beach. The traffic calming project will provide safety upgrades to the roadway segment adjacent to the Portofino Condominiums (800' east and west of the Portofino entrance) and the existing pedestrian crossing.

Subsequently, the BCC at its regular meeting on October 8, 2015 approved an Interlocal Agreement (ILA) with the SRIA Board to transfer $1,055,000 from the PIIF to fund the construction of the CR399 Traffic Calming at Portofino. After bid opening (December 29, 2015) it was apparent that additional PIIF funds were necessary to fully fund the construction phase. The SRIA Board at its regular meeting on January 13, 2016 reviewed and approved an amended ILA increasing the PIIF contributions for an

additional $400,000. The BCC then reviewed and approved the amended ILA at its regular meeting on January 21, 2016.

The construction schedule is anticipated to occur between the months of March through June 2016, with substantial completion by Memorial Day Weekend.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, November 11, 2015 and Monday, November 23, 2015. A Mandatory Pre-Solicitation Meeting was held on Thursday, December 3, 2015. Seven firms were represented at that meeting. Bids were received from two contractors on Tuesday, December 29, 2015. Gulf Atlantic Constructors Inc. is the low bidder.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210119, Object Code 56301, Project Number 16EN3424]

Funds for the CR399 Portofino Traffic Calming Project were received from the SRIA through an Interlocal Agreement approved by the Board on October 8, 2015.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

At its Regular Board meeting on April 23, 2015, the Board of County Commissioners approved Change Order #6 to the Baskerville Donovan, Inc., Contract PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan." The Change Order in the amount of $123,984.92 included the $92,204.99 for engineering services for the CR399 Traffic Calming at Portofino on Pensacola Beach. The traffic calming project will provide safety upgrades to the roadway segment adjacent to the Portofino Condominiums (800' east and west of the Portofino entrance) and the existing pedestrian crossing.

Subsequently, the BCC at its regular meeting on October 8, 2015 approved an Interlocal Agreement (ILA) with the SRIA Board to transfer $1,055,000 from the PIIF to fund the construction of the CR399 Traffic Calming at Portofino. After bid opening (December 29, 2015) it was apparent that additional PIIF funds were necessary to fully fund the construction phase. The SRIA Board at its regular meeting on January 13, 2016 reviewed and approved an amended ILA increasing the PIIF contributions for an additional $400,000. The BCC then reviewed and approved the amended ILA at its

regular meeting on January 21, 2016.

The construction schedule is anticipated to occur between the months of March through June 2016, with substantial completion by Memorial Day Weekend.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, November 11, 2015 and Monday, November 23, 2015. A Mandatory Pre-Solicitation Meeting was held on Thursday, December 3, 2015. Seven firms were represented at that meeting. Bids were received from two contractors on Tuesday, December 29, 2015. Gulf Atlantic Constructors, Inc. is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Bid Tab
Agreement
Interlocal Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: CR 399 Traffic Calming at Portofino Condominiums BID # PD 15-16.013**								
Bid Opening Time: 2:00 pm CST Bid Opening Date: 12/29/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Gulf Atlantic Constructors, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$1,135,083.35
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$1,194,271.26
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Project Coordinator DATE: 12/29/2015								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 12/29/2015								
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate DATE: 12/29/2015								

CAR **BOCC**
DATE 02/02/2016 **DATE 02/02/2016**

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Gulf Atlantic Constructors, Inc., per the terms and conditions of PD 15-16.013, CR 399 Traffic Calming at Portofino Condominiums for a lump sum of $1,135,083.35.

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 @ 2:30 p.m. CST on 01/14/2016 PRN/abh

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

GULF ATLANTIC CONSTRUCTORS, INC.

FOR

PD 15-16.013, CR 399 Traffic Calming at Portofino Condominiums

FORM D: Road/Drainage

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

Exhibits **PAGE**

20. Completion 19
21. Warranty 20
22. Project Layout and Control 20
23. Tests and Inspections 21
23. Defective Work 22
24. Supervision and Superintendents 23
25. Protection of Work 23
26. Emergencies 23
27. Use of Premises 24
28. Safety 24
29. Project Meetings 25

Exhibit B/Performance and Payment Bond 26

Performance Bond 26

Payment Bond 29

Exhibit C/Insurance and Safety 32

Exhibit D/Release and Affidavit 42

Exhibit E/Form of Contract Application for Payment 44

Exhibit F/Construction Change Order 45

Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

G-000 Cover Sheet & Vicinity Map

G-001 General Notes

G-002 Typical Sections

C-100 Control Plan

C-110 Demolition Plan and Utility Plan

C-110 Plan and Profile

C-111 Plan and Profile

C-112 Plan and Profile

C-113 Crosswalk grading

C-115 Crosswalk Details

C-120 Cross-Sections

C-121 Cross-Sections

C-122 Cross-Sections

C-123 Cross-Sections

C-124 Cross-Sections

C-130 Signing & Marking Plan

C-135 Traffic Control Plans – Phase 1

C-136 Traffic Control Plans – Phase 2

C-137 Traffic Control Plans – Phase 3

C-138 Traffic Control Plans – Phase 4

C-139 Traffic Control Plans – Phase 5

C-140 Traffic Control Plans – Phase 6

C-900 Details

C-901 Lighting Details

Exhibit I/Technical Specifications

Escambia County Technical Specifications

Supplemental Specification – Interlocking Concrete Pavers

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND GULF ATLANTIC CONSTRUCTORS, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Gulf Atlantic Constructors, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.013, CR 399 Traffic Calming at Portofino Condominiums ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

One Million One Hundred Thirty Five Thousand Eighty Three Dollars and Thirty Five Cents

($1,135,083.35)

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**250.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Drawings / Plans prepared by Engineer and Identified as Follows:

G-000 Cover Sheet & Vicinity Map
G-001 General Notes
G-002 Typical Sections
C-100 Control Plan
C-110 Demolition Plan and Utility Plan
C-110 Plan and Profile
C-111 Plan and Profile
C-112 Plan and Profile
C-113 Crosswalk grading
C-115 Crosswalk Details
C-120 Cross-Sections
C-121 Cross-Sections
C-122 Cross-Sections
C-123 Cross-Sections
C-124 Cross-Sections
C-130 Signing & Marking Plan
C-135 Traffic Control Plans – Phase 1
C-136 Traffic Control Plans – Phase 2
C-137 Traffic Control Plans – Phase 3
C-138 Traffic Control Plans – Phase 4
C-139 Traffic Control Plans – Phase 5
C-140 Traffic Control Plans – Phase 6
C-900 Details

C-901 Lighting Details
Exhibit I: Technical Specifications follows:
Escambia County Technical Specifications
Supplemental Specification – Interlocking Concrete Pavers
Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works / Engineering
3363 West Park Place
Pensacola, FL 32505
Attention: David V. Forte, Program Manager

B. All correspondence with the Contractor will be addressed to the following:

Gulf Atlantic Constructor, Inc.
650 West Oakfield Road
Pensacola, Florida 32503
Atten: Byron Bauer

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Gulf Atlantic Constructors, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____ By: _____

Jack R. Brown, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Gulf Atlantic Constructors, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: February 2, 2016

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the

Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2)

permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to

verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that

may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be

considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be

responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-28. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning firefighting equipment for various County buildings (Funding: Fund 001, General Fund, Cost Center 310203, Object Codes 54601 and 54401 – $13,000 - Facilities Management; and Fund 001, General Fund, Cost Center 330206, Object Code 54601 – $13,000 - Public Safety Department):

    A. Rescinding the Board's action of February 19, 2015, awarding and approving the Agreement for Fire Equipment Service for Various County Buildings, PD 14-15.005, between Escambia County, Florida, and The Hiller Companies, Inc., d/b/a Hiller Systems, for a term of 12 months, for an estimated annual amount of $15,000; and

    B. Awarding Contract PD 14-15.078, Fire Fighting Equipment for Various County Buildings, and approving the Agreement for Fire Equipment Service for Various County Buildings between Escambia County and The Hiller Companies, Inc., d/b/a Hiller Systems.

18. Dropping the recommendation that the Board authorize the release of the $9,000 of imposed liquidated damages for Classic Trolley, Inc., for the production and delivery of three single-decker, open-air trolleys (Funding: Fund 104, Mass Transit, Cost Center 320402, Pensacola Beach Trolley, Object Code 56401).

19. Taking the following action concerning the *State of Florida, County of Escambia, Interlocal Agreement Between Escambia County, Florida and the Santa Rosa Island Authority Relating to the Construction of a Traffic Calming Zone on County Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach* (Funding Source: once the Portofino Island Improvement Funds, in the amount of $1,045,000, have been received, a new Cost Center will be established in the Financial System and in the appropriate fund, so that costs can be tracked):

    A. Approving, subject to Legal review and sign-off, the *State of Florida, County of Escambia, Interlocal Agreement Between Escambia County, Florida and Santa Rosa Island Authority Relating to the Construction of a Traffic Calming Zone on County Road 399 Adjacent to the Portofino Condominiums on Pensacola Beach*; and

(Continued on Page 54)

Escambia County
Clerk's Original
10/8/2015 CAL II-19

Date: 10/14/2015 Verified By:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE CONSTRUCTION OF A TRAFFIC CALMING ZONE ON COUNTY ROAD 399 ADJACENT TO THE PORTOFINO CONDOMINIUMS ON PENSACOLA BEACH

THIS AGREEMENT is made this 8th day of Oct., 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has agreed to contribute funds to the County for the construction of a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement for the County to construct a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach.

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, this Agreement establishes the conditions, extent, and mechanism whereby the County will construct a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach.

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute funds to County in an amount not to exceed **$1,055,000.00** for the construction of a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach as provided herein. The SRIA shall transfer said funds in a single lump sum payment, minus ten thousand ($10,000.00) dollars for expenses outlined in paragraph 5 of the Seventh Interim Agreement between the SRIA and Gary Work as Trustee of The Pensacola Beach Land Trust, upon the request of County after the execution of this Agreement.

2.2 County shall be responsible for initiating, administering, and concluding the public procurement process to construct a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach with the SRIA reserving the right to approve signage and the location of the signage for the eastern gateway to Pensacola Beach.

2.3 Upon request, County shall provide copies of all financial records relating to construction of the a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach that the SRIA may reasonably require to verify actual costs.

2.4 Any funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the construction of the a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach will be returned to the SRIA in the form of a negotiable instrument.

2.5 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of that certain Seventh Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

Section 3. 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 4. 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 tortious 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 §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 12. 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 Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. 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 14. 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 15. 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 16. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

Steven Barry, Chairman

Date Executed
10/8/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:
Date: 10/5/15

BCC Approved 10-08-2015

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:

Date: 10/9/15

ATTEST:

By:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8866 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/08/2015
Issue: Interlocal Agreement - Traffic Calming Zone on County Road 399 Adjacent to the Portofino Condominiums
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning the State of Florida, County of Escambia, Interlocal Agreement Between Escambia County, Florida and the Santa Rosa Island Authority (SRIA), Relating to the Construction of a Traffic Calming Zone on County Road (CR) 399, Adjacent to the Portofino Condominiums on Pensacola Beach:

A. Approve, subject to Legal review and sign-off, the State of Florida, County of Escambia, Interlocal Agreement Between Escambia County, Florida, and Santa Rosa Island Authority (SRIA), Relating to the Construction of a Traffic Calming Zone on County Road (CR) 399, Adjacent to the Portofino Condominiums on Pensacola Beach; and

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

[THE INTERLOCAL AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER]

[Funding source: Once the Portofino Island Improvement Funds (PIIF), in the amount of $1,045,000, have been received, a new Cost Center will be established in the Financial System, and in the appropriate fund, so that costs can be tracked]

BACKGROUND:

At its Regular Board meeting on April 23, 2015, the Board of County Commissioners approved Change Order #6 to the Baskerville Donovan, Inc., Contract PD 10-11.005 "Engineering and Surveying Services for the Pensacola Beach Master Plan." The Change Order in the amount of $123,984.92 which included the $92,204.99 for engineering services for the CR399 Traffic Calming Project adjacent to the Portofino Condominiums on Pensacola Beach. The traffic calming project will provide safety upgrades to the roadway segment adjacent to the Portofino Condominiums (800' east and west of the Portofino entrance) and the existing pedestrian crossing. The SRIA Board on September 23, 2015 moved to approve the Interlocal Agreement

between Escambia County and the SRIA to transfer $1,045,000 from the Portofino Island Improvement Fund to fund the construction of the CR399 Traffic Calming Project adjacent to the Portofino Condominiums.

The 100% design plans for the project is scheduled to submission to County Staff on October 9, 2015. Following acceptance of the 100% design plans, County Staff will coordinate with the Purchasing Division for contractor solicitation. Construction of the project is anticipated to last 120-150 days, and County Staff is expecting construction to begin early 2016 with a late Spring/early Summer 2016 completion.

BUDGETARY IMPACT:

Once the Portofino Island Improvement Funds (PIIF) in the amount of $1,045,000 have been received, a new cost center will be established in the Financial System, and in the appropriate fund, so that costs can be tracked.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, has reviewed and approved the Agreement for Legal Sufficiency.

PERSONNEL:

County and SRIA staff will coordinate efforts.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department will coordinate with SRIA Staff and OMB Staff.

Attachments

BCC Mins 042315

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9686 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/02/2016
Issue: Contract Award for Design Services for Willowbrook Lake Dam
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Design Services for Willowbrook Lake Dam - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Sigma Consulting Group, Inc., per the terms and conditions of PD 15-16.004, Design Services for Willowbrook Lake Dam, for a lump sum of $93,975, plus allowances of $21,350 for a total of $115,325.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 15EN3325]

BACKGROUND:

This was previously a private lake and dam that was significantly damaged during the 2014 April Storm Event. The intended outfall route for this dam proceeds downstream through culverts under Chemstrand Road. This roadway sustained damaged during this same event. Chemstrand Road has been repaired and the BOCC acquired ownership of the dam area so that necessary repairs and future maintenance can occur. Rebuilding of the dam and reoccurring scheduled maintenance of the dam will enhance public safety for adjacent property owners and citizens that utilize Chemstrand Road.

Requests for Letters of Interest, PD 15-16.004, Design Services for Willowbrook Lake Dam were publicly noticed on Monday, October 19, 2015 to forty eight know firms. Responses were received from five firms on Tuesday, November 3, 2015. The Selection/Negotiation Committee short-listed to three firms and held discussions with the three firms on Wednesday, December 2, 2015. The Selection/Negotiation Committee ranked in the follow order:

1. Sigma Consulting Group, Inc.
2. Volkert, Inc.
3. Kenneth Horne and Associates, Inc.

Sigma Consulting Group, Inc. provided their initial fee proposal on Tuesday, December 22, 2015 with a lump sum amount of $128,905, plus allowances of $7,670 for a total of $136,575. The first negotiation meeting was held on Tuesday, January 5, 2016. Final and Best Offers were established on Monday, January 11, 2016 establishing the fee at a lump sum of $93,975, plus allowances of $21,350 for a total of $115,325.

BUDGETARY IMPACT:

Funding; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 15EN3325

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

This was previously a private lake and dam that was significantly damaged during the 2014 April Storm Event. The intended outfall route for this dam proceeds downstream through culverts under Chemstrand Road. This roadway sustained damaged during this same event. Chemstrand Road has been repaired and the BOCC acquired ownership of the dam area so that necessary repairs and future maintenance can occur. Rebuilding of the dam and reoccurring scheduled maintenance of the dam will enhance public safety for adjacent property owners and citizens that utilize Chemstrand Road.

Requests for Letters of Interest, PD 15-16.004, Design Services for Willowbrook Lake Dam were publicly noticed on Monday, October 19, 2015 to forty eight know firms. Responses were received from five firms on Tuesday, November 3, 2015. The Selection/Negotiation Committee short-listed to three firms and held discussions with the three firms on Wednesday, December 2, 2015. The Selection/Negotiation Committee ranked in the follow order:

1. Sigma Consulting Group, Inc.
2. Volkert, Inc.
3. Kenneth Horne and Associates, Inc.

Sigma Consulting Group, Inc. provided their initial fee proposal on Tuesday, December 22, 2015 with a lump sum amount of $128,905, plus allowances of $7,670 for a total of $136,575. The first negotiation meeting was held on Tuesday, January 5, 2016. Final

and Best Offers were established on Monday, January 11, 2016 establishing the fee at a lump sum of $93,975, plus allowances of $21,350 for a total of $115,325.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Agreement

Exhibits A, B, & C

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Sigma Consulting Group, Inc.

PD 15-16.004, Design Services for Willowbrook Lake Dam

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County’s Responsibilities	8
ARTICLE 8	Consultant’s Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 2th day of February, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Sigma Consulting Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Boulevard, Suite 32, Pensacola, Florida 32503, and whose Federal tax identification number is 72-1105441 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

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

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

1.2 CONSULTANT: Sigma Consulting Group, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Dwight Austin, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 15-16.004, Design Services for Willowbrook Lake Dam.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of One Hundred Fifteen Thousand Three Hundred Twenty Five ($115,325.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.004, Design Services for Willowbrook Lake Dam, and as represented in the Consultant's Letter of Interest response to PD 15-16.004, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $400,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Fifteen Thousand Three Hundred Twenty Five ($115,325.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Sigma Consulting Group, Inc.
3298 Summit Boulevard, Suite 32
Pensacola, Florida 32503

(d) Invoices to the County shall be sent to:

Dwight Austin
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant’s acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant’s obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Sigma Consulting Group, Inc., signing by and through its Miles Williams, President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: February 2, 2016

CONSULTANT:
Sigma Consulting Group, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Miles Williams, President

By: _____
Secretary

Date: _____

Exhibit "A"

SIGMA CONSULTING GROUP, INC.
ENGINEERING CONSULTANTS

3298 Summit Boulevard, Suite 32
Pensacola, FL 32503
Phone (850) 332-7912
Fax (850) 432-8870
www.sigmacg.com

SCOPE OF WORK

January 12, 2016

PD 15.16.004
Design Services for
Willowbrook Lake Dam

Introduction

Sigma Consulting Group (SIGMA) has been selected by Escambia County to provide engineering services for the construction of Willowbrook Lake Dam located on the west side of Chemstrand Road (CR 749) between Orby Street and Dye Street in Gonzales, Florida.

It is the intent of this project to rebuild the dam which was breached during the April 2014 rain event. The project includes engineering design, final construction plans, wetland permitting, public involvement, geotechnical data, and survey as necessary.

The scope and fee for this project is as follows:

INDEX OF TASKS

Task 100 **Coordination Meetings**
Task 101 Utility Coordination Meetings
Task 102 County Staff Progress Meetings

Task 200 **Data Collection**

Task 300 **Survey**
Task 301 Topographic Survey

Task 400 **Geotechnical Investigation**
Task 401 Soil Borings, Testing, and Report

Task 500 **Permitting**
Task 501 Environmental and Stormwater Permitting

Task 600 **Public Involvement (Optional Services)**

Task 700 **Engineering Design**
Task 701 Hydrologic and Hydraulic Modeling
Task 702 Breach Analysis and Inundation Mapping (Optional Services)
Task 703 Operation & Maintenance Manual and Emergency Action Plan
Task 704 Utility Adjustments (Optional Services)

Task 800 **Construction Plans: Willowbrook Lake Dam**

Task 900 **Bidding Assistance**
Task 901 Bid Tabulation
Task 902 Pre-bid Conference
Task 903 Respond to Requests for Additional Information (Optional Services)
Task 904 Verify Bids

Task 1000 **Construction Assistance**
Task 1001 Construction Observation
Task 1002 As-built Certification

Task 1100 **Subsurface Utility Exploration (Optional Services)**

Task 1200 **Property Acquisition Coordination (Optional Services)**
Task 1201 Easements: Legal Sketch and Descriptions (Optional Services)

Task 100 Coordination Meetings

Task 101 Utility Coordination Meetings

SIGMA will attend regular monthly meetings with County personnel at the Escambia County Central Office Complex. At these meetings SIGMA will discuss proposed improvements and potential conflicts with utility owners and coordinate the work effort involved in resolving such conflicts. SIGMA will facilitate meetings as necessary with utility owners affected by the proposed design/construction.

Task 101 Engineering Fee = $ 1,880.00

Task 102 County Staff Progress Meetings

SIGMA will schedule and facilitate progress meetings with County Staff at each phase submittal (60%, Draft Final, and Final). At these meetings SIGMA will discuss the project at each phase submittal receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specification resulting from such comments.

Task 102 Engineering Fee = $ 2,840.00

Task 100 Total Engineering Fee = $ 4,720.00

Task 200 Data Collection

SIGMA will collect existing data for the project area to be used in completing the scope of services for this project. Sources of existing data will include, but not be limited to:

- State Agencies for existing permit information, design criteria, dam safety classification, and determination of need for breach analysis.
- NRCS for soils survey information
- USGS and/or NWFWMD for existing Lidar data, if available.
- Escambia County for documented drainage issues and land agreements
- Escambia County for existing subdivision plans, calculations, and permits for the following areas, if available: Willowbrook (March 1957), Patriot Place (April 2004), Oak Hill Estates (November 2003), Sunset Oaks (January 1995), Betmark Place (May 2006), Betmark Circle (March 2014), Maple Oaks (February 1986), Maple Oaks Unit #1 (March 1989), Maple Oaks West Phase One (January 2002), Maple Oaks Unit #2 (May 1991), Maple Oaks West Phase 2 (January 2007), Majestic Oaks (January 1996), Country Place North (March 1978), Greenbrier Lakes Estates (May 1968), Johnstone (April 2004), Ponderosa (December 1971), Westchester (January 1988), Pine Ridge Park (May 1957), Ashland Park (March 1952), and Timber Ridge (February 1974)
- Escambia County for existing Scenic Hills Drainage Basin Study

Once all available data is gathered, SIGMA will visit the site to verify the accuracy of the existing information.

Task 200 Total Engineering Fee = $5,710.00

Task 300 Survey

Task 301 Topographic Survey

Deliverables for this task will be five (5) certified copies of a Topographic Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers. An electronic copy in AutoCAD format will also be required.

SIGMA's subconsultant will provide topographic surveying services to complete the following:

- Dam site topography, 200ft west of Chemstrand Road right-of-way and approximately 500ft from Orby Street to Dye Street. Including length, location, and size of damaged infrastructure, C&D debris within the area, all other above ground improvements, concrete or other material, and trees over 12" in diameter.
- Chemstrand Road R/W to R/W (extending 5ft beyond R/W), 50ft cross sections (including roadway centerline, edge of pavement, misc. asphalt, ditch flow lines and break points, inlets, and guard rail) for 200ft south and 300ft north. Utilities surveyed as flagged via Sunshine 811 locate ticket to be coordinated by the surveyor.
- Chemstrand Culvert (culvert size and material, flow lines, % sediment obstructed, end protection including breakpoints of endwalls and wingwalls, high water mark, if visible)
- Orby Street and Dye Street R/W to R/W (extending 5ft beyond R/W), 50ft cross sections (including roadway centerline, edge of pavement, misc. asphalt, ditch flow lines and break points, inlets, and guard rail) 200ft west of intersection with Chemstrand Road
- Willowbrook Lake/Creek partial cross sections (at 100ft intervals for 1,600ft upstream of culvert crossing at Chemstrand Road). Sections to include: existing water level, break points of existing ground, top of bank, fence lines, docks and retaining walls (if applicable), and FFE and/or above ground improvements of low lying houses (where applicable). The sections do not need to extend below existing water level of the lake/creek.
- Inclusion of two (2) Escambia County drainage easements.

This task includes establishing horizontal and vertical control for the project in State Plane Coordinates on North American Datum 1983 and North American Vertical Datum 1988; respectively. No less than two (2) project benchmarks will be set for this project. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist. Subconsultant is to coordinate with Escambia County Surveyor and staff as necessary for the collection of surveying data for this project.

Task 301 Subconsultant Lump Sum Fee = $ 16,550.00
Task 301 Engineering Fee = $ 1,630.00

Task 300 Total Fee = $18,180.00

Task 400 Geotechnical Investigation

Task 401 Soil Borings, Testing, and Report

SIGMA's Subconsultant, NOVA Engineering and Environmental (NOVA), will provide services designed to evaluate surficial soil strength and composition and to assess the site's subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that standard penetration test (SPT) data will be sufficient to evaluate the subsurface conditions present as close as practical to the proposed berm alignment, and continuously sampled auger boring data will be sufficient to determine the material types comprising the existing berm structure. All drilling, sampling and testing on this project will be conducted in general accordance with AASHTO and ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

Proposed Field Exploration

SIGMA's Subconsultant (NOVA) will perform the following field services for this project. A Proposed Boring Location Plan will denote where the borings are proposed to be drilled.

- One (1), 35-foot deep and three (3), 25-foot deep SPT borings as close as practical to the proposed berm alignment; and
- Four (4), 10-foot deep auger borings along the existing berm alignment.

The SPT borings will be drilled using a truck or track-mounted drill and hollow stem auger and/or rotary wash drilling procedures, as deemed necessary by site/subsurface conditions. Maximum Standard Penetration Test boring and auger boring drilling footage is anticipated to be on the order of 110 linear feet and 40 linear feet, respectively.

Upon completion of the borings, the depth to groundwater will be measured. Soil cuttings from the drilling process will be used for backfilling of the boreholes after the stabilized groundwater measurements have occurred.

Laboratory Testing

SIGMA's Subconsultant (NOVA) will perform the proposed laboratory-testing program which will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 10 fines content tests, 10 natural moisture content determinations, and 4 Atterberg limits tests) of representative soils.*** Soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

Evaluation and Report

Following the completion of the field and lab testing, SIGMA's Subconsultant (NOVA) will render a soils report providing recommended geotechnical design parameters pertaining to the earthen dam construction, compaction requirements, the results of the slope stability analysis, and a professional opinion as to the suitability of the existing berm materials for use in constructing the new berm. As noted previously, in order to perform our slope stability analysis we will need to be provided topographic information for the proposed berm cross-section.

Task 401 Subconsultant Lump Sum Fee = $ 5,500.00
Task 401 Engineering Fee = $ 760.00

Task 400 Total Fee = $ 6,260.00

Task 500 Permitting

Task 501 Environmental and Stormwater Permitting

Environmental Permitting with the State of Florida - Northwest Florida Water Management District (NWFWMD) and the U. S. Army Corp of Engineers (ACOE) for wetland impacts associated with a dam replacement. This scope of services is specifically for an Army Corps Pre-Construction Notification (PCN) Nationwide Permit (NW) and a state Environmental Resource Permit (ERP). Environmental Permitting will include:

Phase I - Site Specific Survey
SIGMA's Subconsultant will conduct a "site-specific survey" for Wetlands, Environmentally Sensitive Lands and Threatened and Endangered Species Habitat.

Wetlands

- Conduct a wetland jurisdictional determination in accordance with federal and state procedural guidelines.

Environmentally Sensitive Lands

- Prepare a composite map displaying findings from available GIS data relating to: Shoreline Protection Zones; Aquatic preserves and the Escambia River Management Area; Outstanding Florida Waters; Essential fishery habitat; Floodplain areas; and Potable water wells, cones of influence, and potable water well fields.

Threatened and Endangered Species

- Visually inspect the subject property to determine the probability of presence of species or habitat listed as Threatened, Endangered, or Special Concern by the Endangered Species Act or Florida Statutes;
- Delineate the limits of protected habitat with surveyors flagging, if present;
- Provide a written report of findings;
- Accompany regulatory officials on a site inspection of the subject property, if findings warrant.

Phase I Site Specific permitting costs will be $1,100

Phase II - Federal Wetland Permitting U.S. Army Corps of Engineers
The Army Corps of Engineers (Corps) may have a significant time period for permit issuance. To work within the confines of the lengthy Corps timeframe, it is suggested that the Corps permit application is submitted before the state permit application. The Corps needs minimal "dredge-and-fill" drawings, has no stormwater requirement, and no application fee. The following will be prepared for the ACOE permit application:

- Joint Environmental Resource Permit (ERP) permit application including Section A and C or standard Army Corps application.
- A Pre-Construction Notification Nationwide Permit narrative submittal package including data sheets, maps, pictures and aerials.
- Coordinate with engineer for submittal drawings.

Phase II Army Corps Wetland permitting costs will be $2,300

Phase III - State Wetland Permitting Northwest Florida Water Management District
The Northwest Florida Water Management District ("District") application combines wetland and dam engineering and stormwater (if applicable) into one permit. The following may be necessary for a complete permit application:

- Pre-application meetings and/or site meetings with the regulatory agencies to discuss the project.
- Work with engineer to obtain state construction drawings, dam design, and geotechnical information for an Individual Resource Permit.
- The Joint Environmental Resource Permit (ERP) permit application and electronic submittal.

Permit application fees for this phase are expected to be $800.

Phase III District Wetland permitting costs will be $2,500

Total permitting costs for Phases I – Phase III will be $5,900.
Phases II-III costs do not include any application fees and/or mitigation tasks or costs. There is no Corps application fee for a Nationwide Permit. The state ERP application fees are estimated to be $420. This cost does not include processing the work as anything other than a Nationwide Permit. This proposal is based on preliminary construction limits delineated by Sigma Consulting Group for a dam replacement project. Should the site plan or construction limits change significantly from this original estimate, the permitting tasks may require a new scope of services.

The project area was determined on 12/9/2015, by Florida Department of Environmental Protection Title and Land Records database system, to not be considered as State Lands. Therefore no proprietary permitting should be necessary for this project.

Task 501 Subconsultant Lump Sum Fee = $ 5,900.00
Task 501 Engineering Fee = $ 4,080.00
Task 501 Permit Application Fee = $ 1,220.00

Task 500 Total Fee = $ 11,200.00

Task 600 Public Involvement

Task 601 Public Meetings (Optional Services)

SIGMA's Subconsultant Engineering Planning and Resources (EPR) will facilitate two (2) public meeting to inform the public about the project and receive and document comments regarding drainage issues in the area. EPR will follow up with individuals regarding the comments received.

Task 601 Subconsultant (Optional Services) Fee = $ 6,000.00 ($3,000 per meeting)
Task 601 Engineering (Optional Services) Fee = $ 1,990.00 ($995 per meeting)

Task 600 Total (Optional Services) Fee = $7,990.00

Task 700 Engineering Design

Task 701 Hydrologic and Hydraulic Modeling

SIGMA will utilize Streamline Technologies, Interconnected Pond and Channel Routing (ICPR) to develop a hydrologic and hydraulic model for the existing Willowbrook Lake basin, extending eastward to the culvert crossing at Tecumseh Trail. The model will be completed utilizing a combination of GPS survey data and NWFWMD Lidar data. The model will be calibrated based on the best available information including but not limited to existing permits, as-built drawings, and FFE of houses. Once the model is calibrated, the post-developed conditions will be modeled and utilized to develop the final design for the dam embankment height, principal spillway, and secondary spillway. The model will also be utilized to compare pre-developed versus post-developed water surface elevations and flow rates for the 25-year and 100-year storm events. Per the County's request, we will also be analyzing a rainfall event equivalent to the storm from April 29/30 2014.

Task 701 Engineering Fee = $ 7,280.00

Task 702 Breach Analysis and Inundation Mapping (Optional Services)

Preliminary dam overflow structure design will be required to complete the breach analysis. SIGMA will utilize the US Army Corp of Engineers, Hydrologic Engineering Center – River Analysis System (HEC-RAS) to develop inundation mapping of Willowbrook Lake Dam based on the results of the breach analysis. This analysis will be performed to a point downstream where a breach failure would be considered insignificant. The decision to move forward with this option will be made upon the completion of Task 200.

Task 702 (Optional Services) Engineering Fee = $ 5,690.00

Task 703 Operation & Maintenance Manual and Emergency Action Plan

SIGMA will prepare and submit an Operation & Maintenance Manual and an Emergency Action Plan.

Task 703 Engineering Fee = $ 2,390.00

Task 704 Utility Adjustments (Optional Services)

SIGMA will provide the engineering design services necessary to relocate utilities in conflict, if utility relocations are deemed necessary for the project. SIGMA will prepare one (1) utility adjustment sheet to supplement the construction drawings. This sheet will include sufficient detail necessary for the reconstruction of conflicting utilities.

Task 704 (Optional Services) Engineering Fee = $ 2,170.00

Task 700 (Optional Services) Engineering Fee = $ 7,860.00

Task 700 Total Engineering Fee = $9,670.00

Task 800 Construction Plans: Willowbrook Lake Dam

SIGMA will prepare a set of construction plans for the construction of the Willowbrook Lake Dam. The construction drawings will utilize Escambia County Standards where applicable and FDOT 2016-17 Design Standards for other details, where applicable.

- Key Sheet
- General Notes
- SWPPP Notes
- Project Layout Sheet
- Willowbrook Lake Dam: Plan and Profile
- Willowbrook Lake Dam: Cross Sections
- Special Details
    - Dam and Maintenance Road Typical Section
    - Drawdown System and Control Structure Details
    - Spillway Plan and Section

Construction Plans do not include roadway improvements to Chemstrand Road, the Box Culvert at Chemstrand Road, or a Maintenance of Traffic Plan. If additional plan sheets are requested outside the original intent of the Scope of Work, then the scope and fee will need to be revisited.

Task 800 Total Engineering Fee = $27,580.00

Task 900 Bidding Assistance

Task 901 Bid Tabulation

SIGMA will prepare a Bid Tabulation to be completed by prospective bidders containing the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price
- Blank line for Unit Price Extension

This task includes the time necessary to prepare the final construction cost estimate.

Task 901 Engineering Fee = $ 2,900.00

Task 902 Pre-bid Conference

SIGMA will attend/facilitate up to two (2) pre-bid conferences, one (1) at the Office of Purchasing and (1) one located at the project site. SIGMA will be available to answer questions concerning the Construction Contract documents.

Task 902 Engineering Fee = $ 2,180.00

Task 903 Respond to Requests for Additional Information (Optional Services)

SIGMA will answer additional questions concerning the interpretation of plans and specifications.

Task 903 (Optional Services) Engineering Fee = $ 2,080.00

Task 904 Verify Bids

SIGMA will review bids received for completeness and correctness. SIGMA will verify the apparent low bidder.

Task 904 Engineering Fee = $280.00

Task 900 (Optional Services) Engineering Fee = $ 2,080.00
Task 900 Total Engineering Fee = $ 5,360.00

Task 1000 Construction Assistance

Task 1001 Construction Observation

- Attend up to four (4) construction meetings to interpret plans and specifications.
- Analyze changes to the plans, specifications, or Construction Contract provisions and extra work which appears to be necessary to carry out the intent of the Contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original Construction Contract. Recommend action on such changes to the County.
- Review shop drawing/sample submittals for conformance with the Construction Specifications
- Respond to questions from the Contractor to facilitate the construction of the project.
- SIGMA will provide inspection and a letter of substantial completion when the work is sufficiently complete in accordance with the contract documents so that the owner can utilize the facility for its intended use.
- SIGMA will prepared a final punchlist including all minor work items remaining to obtain final completion.
- SIGMA will provide a final completion inspection and letter.

SIGMA recommends the County make arrangements (outside the scope of this proposal) with the geotechnical engineer who designed the earthen structure to also make periodic site visits to ensure that construction is following the project specifications.

Task 1001 Engineering Fee = $ 3,570.00

Task 1002 As-built Certification

SIGMA will utilize the Contractor's as-built set of plans to develop a final set of as-built drawings that will be provided to the County in electronic format.

Task 1002 Engineering Fee = $ 1,725.00

Task 1000 Total Engineering Fee = $ 5,295.00

Task 1100 Subsurface Utility Exploration (Optional Services)

SIGMA's subconsultant will provide the services necessary to provide utility exploration for two (2) "soft digs" to locate potential utility conflicts within the limits of the project. The soft dig locations will be surveyed and incorporated into the project design.

Task 1100 (Optional Services) Subconsultant Fee = $ 1,800.00
Task 1100 (Optional Services) Total Engineering Fee = $760.00
Task 1100 (Optional Services) Total Fee = $ 2,560.00

Task 1200 Property Acquisition Coordination (Optional Services)

Task 1201 Easements: Legal Sketch & Description(s)

SIGMA's subconsultant will be available to prepare legal sketch and descriptions for drainage easement acquisition for up to two (2) easements.

Task 1201 (Optional Services) Survey Fee = $ 500.00 ($250/each)
Task 1201 (Optional Services) Engineering Fee = $ 360.00

Task 1200 (Optional Services) Total Fee = $ 860.00

Total Project (Optional Services) Fee = $ 21,350.00
Total Project Permit Applications (Lump Sum) Fee = $1,220.00
Total Project Subconsultant (Lump Sum) Fee = $ 27,950.00
Total Project Engineering (Lump Sum) Fee = $ 64,805.00

Total Project Fee = $ 115,325.00

Deliverables

Documents

Topographic Survey
Geotechnical Report
Hydrologic & Hydraulic Report
Cost Estimate
Construction Plans
Technical Specifications
USACE and WMD Wetland Permit
WMD Stormwater/Dam Permit
Inundation Mapping (Optional Services)
Operation and Maintenance Manual
Emergency Action Plan

SIGMA will provide two (2) plan submittals. One (1) at the 60% and one (1) at the Final Phase:

60% Construction Plans

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=40'.

60% Critical Path Items

Survey, Geotechnical Investigation, and H&H modeling are the critical path items for this submittal. These items will be necessary to finalize the project limits. A preliminary cost estimate will also be provided at the 60% submittal. The final submittal and cost estimating will begin when the proposed plan is formally reviewed and commented on by Escambia County. Horizontal and vertical alignment must be approved by Escambia County before proceeding to Final plans.

Final Construction Plans

Three (3) hard copies of signed and sealed 11" x 17" released for construction drawings
One (1) PDF copy of released for construction drawings
One (1) CD copy of ACAD drawing files
One (1) PDF copy of drawings
One (1) copy of project bid tabulation (Excel, PDF, and Word formats)
One (1) copy of the construction scope (PDF and Word format)
One (1) copy of certified topographic survey
One (1) electronic copy of all information listed above
One (1) copy of Technical Specifications

Meetings

As described in scope.

Schedule

Sigma plans to complete this Scope of Work within 365 calendar days from notice to proceed.

Exhibit "A"

PITTMAN GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

January 8, 2016

Paul Heffernan
Sigma Consulting Group
3298 Summit Blvd., Suite 32
Pensacola, FL 32503

Ref: Willowbrook Lake Dam

Dear Mr. Heffernan:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work – Item 1

Dam site topography), 200ft west of Chemstrand Road and approximately 500ft from Orby Street to Dye Street. Including length, location, and size of damaged infrastructure, C&D debris within the area, all other above ground improvements, concrete or other material, and trees over 12" in diameter.

Field Work	*Hours*	*Cost*
1. Horizontal Control	*1 hrs.*	
2. GPS	*4 hrs.*	
3. Vertical Control (NAVD 88)/set BM's	*2 hrs.*	
4. Locate improvements/trees	*2 hrs.*	
5. Topo shots (50' grid)	*10 hrs.*	
Total Field Crew	*19 hrs.*	*$2,470.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*8 hrs.*	*$440.00*
2. Professional Land Surveyor/Supervision	*4 hrs.*	*$360.00*
Subtotal		***$3,270.00***

Scope of Work – Item 2

Chemstrand Road R/W to R/W (extending 5ft beyond R/W), 50ft cross sections (including roadway centerline, edge of pavement, misc. asphalt, ditch flow lines and break points, inlets, and guard rail) for 200ft south and 300ft north. Utilities surveyed as flagged via Sunshine 811 locate ticket to be coordinated by Sigma. Chemstrand Culvert (culvert size and material, flow lines, % sediment obstructed, end protection including breakpoints of endwalls and wingwalls, high water mark, if visible)

Field Work	*Hours*	*Cost*
1. Horizontal Control(establish R/W)	*3 hrs.*	
2. GPS	*2 hrs.*	
3. Vertical Control (NAVD 88)	*2 hrs.*	
4. Locate improvements/utilities/trees	*4 hrs.*	
5. Topo shots (50' grid)	*13 hrs.*	
Total Field Crew	*24 hrs.*	*$3,120.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*10 hrs.*	*$550.00*
2. Professional Land Surveyor/Supervision	*5 hrs.*	*$450.00*
Subtotal		***$4,120.00***

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Scope of Work – Item 3

Orby Street and Dye Street R/W to R/W (extending 5ft beyond R/W), 50ft cross sections (including roadway centerline, edge of pavement, misc. asphalt, ditch flow lines and break points, inlets, and guard rail) 200ft west of intersection with Chemstrand Road

Field Work	*Hours*	*Cost*
1. Horizontal Control (Establish 2 R/W's)	*5 hrs.*	
2. Vertical Control (NAVD 88)	*2 hrs.*	
3. Locate improvements/utilities/trees	*2 hrs.*	
4. Topo shots (50' grid)	*8 hrs.*	
Total Field Crew	*17 hrs.*	*$2,210.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*8 hrs.*	*$440.00*
2. Professional Land Surveyor/Supervision	*4 hrs.*	*$360.00*
Subtotal		***$3,010.00***

Scope of Work – Item 4

Willowbrook Lake/Creek partial cross sections (at 100ft intervals for 1,600ft upstream and of the culvert crossing at Chemstrand Road). Sections to include: existing water level, break points of existing ground, top of bank, fence lines, docks and retaining walls (if applicable), and FFE and/or above ground improvements of low lying houses (where applicable). The sections do not need to extend beyond 50' from original Highwater line into lake.

Field Work	*Hours*	*Cost*
1. Horizontal Control	*2 hrs.*	
2. Vertical Control (by GPS)	*18 hrs.*	
3. Locate improvements/headwalls	*4 hrs.*	
4. Locate utilities	*3 hrs.*	
5. FFE & Location of houses (4+/-)	*8 hrs.*	
Total Field Crew	*35 hrs.*	*$4,550.00*

Office Work	*Hours*	*Cost*
1. Drafting/calculations/research	*16 hrs.*	*$880.00*
2. Professional Land Surveyor/Supervision	*8 hrs.*	*$720.00*
Subtotal		***$6,150.00***

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Scope of Work – Item 7

Inclusion of two (2) Escambia County drainage easements. Sketch and description for extension of two (2) drainage easements (Optional Services)

Legal Descriptions (2) @ $250/each
Subtotal ***$500.00***

Grand Total ***$17,050.00***

This task includes establishing horizontal and vertical control for the project in State Plane Coordinates on North American Datum 1983 and North American Vertical Datum 1988; respectively. No less than two (2) project benchmarks will be set for this project. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist. We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

*To accept proposal and execute notice to proceed please sign, date, and return.*_____
Signature and Date

****Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives***

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of $0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
✦ www.pittmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦

Exhibit "A"

NOVA ENGINEERING AND ENVIRONMENTAL

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 / Fax – 850.249.6683
www.usanova.com

December 9, 2015

Mr. Paul Heffernan, P.E.
SIGMA Consulting Group, Inc.
3298 Summit Boulevard, Suite 32
Pensacola, Florida 32503

Subject: Proposal to Perform a Geotechnical Exploration and Slope Stability Analysis
WILLOWBROOK LAKE DAM REPLACEMENT
Pensacola, Escambia County, Florida
NOVA Proposal Number 016-20153142

Dear Mr. Heffernan,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to perform the Geotechnical exploration for the planned Willowbrook Lake Dam Replacement project in Pensacola, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

The Willowbrook Lake Dam, an earthen berm totaling approximately 400 feet in length, was breached near its southern end for approximately 60 feet the night of the April 29-30 rain/flood event (the dam had experienced problems over the years prior to this flood event as well). The dam will reportedly be completely removed and replaced for this project. As part of the planned dam replacement, we understand that a slope stability analysis for the new berm is required. The following design information will need to be supplied in order for us to complete our slope stability analysis:

- Berm Dimensions: length, interior slope gradient, exterior slope gradient, width at top.
- Berm Height: feet above the pond bottom to the interior (including water height in the pond near the berm, and the additional footage to the top of berm elevation), feet above existing grades to the exterior.
- Drainage Basin Acreage: USGS Quad Map estimate will be acceptable.
- Pond Dimensions: Approximate acreage, approximate depth near berm, height of spillway above the existing water level.

Based on visual observations made during a site visit on December 8, 2015, the existing berm alignment is readily accessible to our standard drilling equipment from south end of the berm, and the area along the toe of the slope of the existing berm alignment north of the breach location is accessible as well. Therefore, we have not budgeted costs to provide difficult access, special clearing crew or equipment.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate surficial soil strength and composition and to assess the site's subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that standard penetration test (SPT) data will be sufficient to evaluate the subsurface conditions present as close as practical to the proposed berm alignment, and continuously sampled auger boring data will be sufficient to determine the material types comprising the existing berm structure. All drilling, sampling and testing on this project will be conducted in general accordance with AASHTO and ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on information provided by the design team we propose to perform the following field services for this project. A Proposed Boring Location Plan is attached that denotes where the borings are proposed to be drilled.

- One (1), 35-foot deep and three (3), 25-foot deep SPT borings as close as practical to the proposed berm alignment; and
- Four (4), 10-foot deep auger borings along the existing berm alignment.

The SPT borings will be drilled using a truck or track-mounted drill and hollow stem auger and/or rotary wash drilling procedures, as deemed necessary by site/subsurface conditions. Maximum Standard Penetration Test boring and auger boring drilling footage is anticipated to be on the order of 110 linear feet and 40 linear feet, respectively.

Soil samples will be collected at selected depth intervals via the Standard Penetration Test method (ASTM D-1586). The "N-value" will be recorded at each sample location for subsequent use in the engineering evaluation. The N-value provides an empirical indication of soil strength and is determined by the cumulative number of blows required by a 140-lb. hammer, operating freely over a 30-inch drop, to advance a 2-inch O.D. split-barrel sampler one foot into the soils, after initial penetration of 6-inches. Auger borings will be sampled via the grab method from the auger bucket of a hand auger.

Upon completion of the borings, the depth to groundwater will be measured. Soil cuttings from the drilling process will be used for backfilling of the boreholes after the stabilized groundwater measurements have occurred.

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 10 fines content tests, 10 natural moisture content determinations, and 4 Atterberg limits tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Following the completion of the field and lab testing, we will render a soils report providing recommended geotechnical design parameters pertaining to the earthen dam construction, the results of the slope stability analysis, and our opinion as to the suitability of the existing berm materials for use in constructing the new berm. As noted previously, in order to perform our slope stability analysis we will need to be provided topographic information for the proposed berm cross-section.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours notice to mark utilities along roadway right of ways adjacent to the site. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- **Geotechnical Services:** Complete 8 soil test borings (up to 150 LF of drilling), Site cleanup (i.e. backfilling of bore holes with soil cuttings), Laboratory Analysis, Slope Stability Analysis, Geotechnical Report..... **$ 5,500 Lump Sum**

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our team can mobilize to the site within a few days after utility locates are completed. We anticipate that fieldwork will take approximately 2 working days to complete. We will provide verbal findings as the field data is gathered and evaluated. Our initial report will be submitted within 1 week of completion of the field work, and a revised report including the Slope Stability Analysis results will be provided within 1 week of our receipt of all of the information detailed above that is required to perform that analysis. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

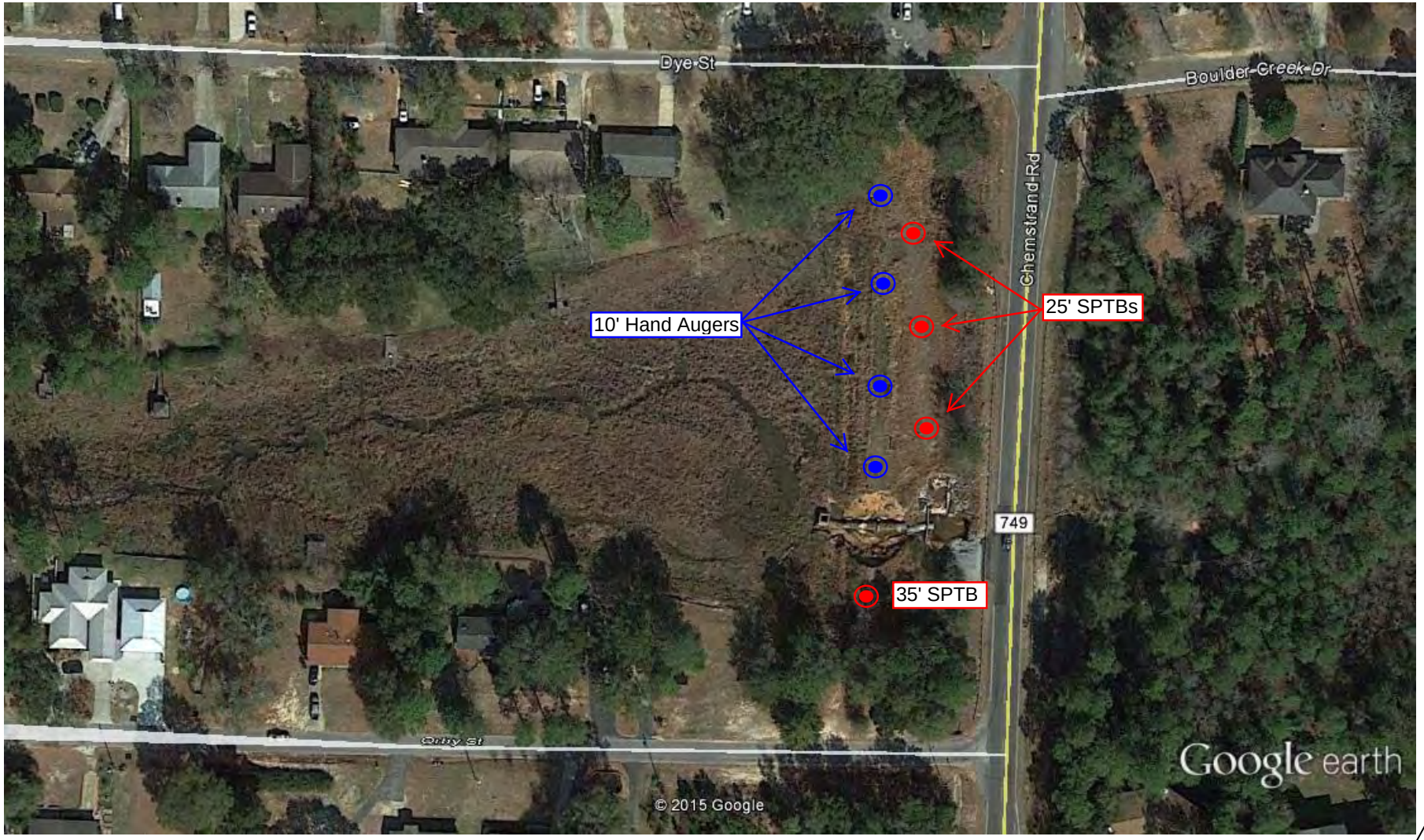
Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL, LLC

Phil Kauzlarich, P.E.
Project Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: Proposed Boring Location Plan
Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

Exhibit "A"



Scale: NTS **Date Drawn:** 12/09/2015 **Drawn By:** WLL **Checked By:** WMC	NOVA ENGINEERING AND ENVIRONMENTAL 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**PROPOSED BORING LOCATION PLAN** **Willowbrook Lake Dam Replacement** Pensacola, Escambia County, Florida *NOVA Proposal Number 016-20153142*

Exhibit "A"

Professional Services Agreement

Date: December 9, 2015	**Proposal Number:** 016-20153142
PROJECT NAME AND ADDRESS: **WILLOWBROOK LAKE DAM REPLACEMENT** Pensacola, Escambia County, Florida	**CLIENT NAME AND ADDRESS:** **SIGMA Consulting Group, Inc.** 3298 Summit Boulevard, Suite 32 Pensacola, Florida 32503 Attn: Mr. Paul Heffernan, P.E. Email: pheffernan@sigmacg.com Phone: 850.332.7912 Fax: 850.432.8870

Geotechnical Services (reference Scope of Work included herein)

	Accepted
Geotechnical Services – **(Lump Sum)**..... **$ 5,500**	☐
Add Alternate – ..... **NA**	☐

Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.

All work provided by NOVA will be governed by the attached General Terms and Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal via wlawrence@usanova.com or fax to (850) 249-6683.

AUTHORIZED BY:	**INVOICE TO:**
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

Exhibit "A"

GEOTECHNICAL SERVICES
2015 SCHEDULE OF FEES

ENGINEERING SERVICES

For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.

Geotechnical Aide	per hour	$ 75.00
Staff Engineer	per hour	$ 85.00
Project Engineer and/or P.E.	per hour	$ 100.00
Senior Engineer, P.E.	per hour	$ 135.00
Chief Engineer, P.E.	per hour	$ 165.00
Principal Materials Consultant	per hour	$ 165.00

DRILLING SERVICES

Drilling services including costs for mobilization and fieldwork will be quoted upon request.

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 12.50
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 7.00
Undisturbed Sampling	each	$ 175.00
Extra Split-spoon samples	each	$ 45.00
Difficult Moving or Standby	per hour	$ 200.00
Clearing: light clearing performed by drill crew	per hour	$ 200.00

LABORATORY

For laboratory testing of selected soil samples.

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 15.00
Organic Content	per test	$ 65.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 425.00
Grain Size Analysis	per test	$ 75.00
Percent Fine than No. 200 sieve	per test	$ 55.00
Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion Potential)	per test	$ 225.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER

For other job-related expenses.

Clerical/Drafting	per hour	$ 55.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17749-B Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA ENGINEERING AND ENVIRONMENTAL

AAP® AASHTO R18

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS Exhibit "A"

1. SCOPE OF WORK
NOVA Engineering and Environmental LLC (NOVA) shall perform the services defined in this Agreement and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

2. RIGHT OF ENTRY
The Client will provide for right of entry of NOVA personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES
NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.

4. SAFETY
NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE
Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed. No other warranty, expressed or implied, is made, including without limitation, any warranty of fitness for a particular purpose.

6. INSURANCE & GENERAL LIABILITY
NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

7. DISPUTES
All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than $100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than $100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK
In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION
This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA.

10. ASSIGNS
This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS
All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS
NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY
Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

14. INDEMNIFICATION BY CLIENT
Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of $100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties' gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

15. HAZARDOUS MATERIALS
It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

16. SAMPLE DISPOSAL
Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION
Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS
As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITED LIABILITY COMPANY PROTECTION
It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY. In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

Exhibit "A"

biome Consulting Group

January 5, 2015

Paul Heffernan
Sigma Consulting Group, Inc.
3298 Summit Blvd. #32
Pensacola, FL 32503

Re: Willowbrook Lake Escambia County
Dam Replacement permitting scope

Dear Mr. Heffernan,

This letter shall constitute a Scope Letter under the Agreement for Services dated January 5, 2015. Biome Consulting Group (Biome) agrees to perform the following scope of services for Willowbrook Lake dam replacement located within Escambia County.

- Environmental Permitting with the State of Florida - Northwest Florida Water Management District (NWFWMD) and the U. S. Army Corp of Engineers (ACOE) for wetland impacts associated with a dam replacement. This scope of services is specifically for an Army Corps Pre-Construction Notification (PCN) Nationwide Permit (NW) and a state Environmental Resource Permit (ERP). Environmental Permitting will include:

Phase I: Site Specific Survey
Conduct a "site-specific survey" for Wetlands, Environmentally Sensitive Lands and Threatened and Endangered Species Habitat

Wetlands

- Conduct a wetland jurisdictional determination in accordance with federal and state procedural guidelines;

Environmentally Sensitive Lands

- Prepare a composite map displaying findings from available GIS data relating to: Shoreline Protection Zones; Aquatic preserves and the Escambia River Management Area; Outstanding Florida Waters; Essential fishery habitat; Floodplain areas; and Potable water wells, cones of influence, and potable water well fields;

Threatened and Endangered Species

- Visually inspect the subject property to determine the probability of presence of species or habitat listed as Threatened, Endangered, or Special Concern by the Endangered Species Act or Florida Statutes;
- Delineate the limits of protected habitat with surveyors flagging, if present;
- Provide a written report of findings;
- Accompany regulatory officials on a site inspection of the subject property, if findings warrant.

Phase I Site Specific permitting costs will be $1,100.

Phase II – Federal Wetland Permitting U.S. Army Corps of Engineers

The Army Corps of Engineers (Corps) may have a significant time period for permit issuance. To work within the confines of the lengthy Corps timeframe, it is suggested that the Corps permit application is submitted before the state permit application. The Corps needs minimal "dredge-and-fill" drawings, has no stormwater requirement, and no application fee. The following will be prepared for the ACOE permit application:

- Joint Environmental Resource Permit (ERP) permit application including Section A and C and/or standard Form OMB No. 0710-0003 Army Corps application.
- A Pre-Construction Notification Nationwide Permit narrative submittal package including data sheets, maps, pictures and aerials.
- Coordinate with engineer for submittal drawings.

Phase II Army Corps Wetland permitting costs will be $2,300.

Phase III – State Wetland Permitting Northwest Florida Water Management District

The Northwest Florida Water Management District ("District") application combines wetland and dam engineering and stormwater (if applicable) into one permit. The following may be necessary for a complete permit application:

- Pre-application meetings and/or site meetings with the regulatory agencies to discuss the project.
- Work with engineer to obtain state construction drawings, dam design, and geotechnical information for an Individual Resource Permit.
- The Joint Environmental Resource Permit (ERP) permit application including Section A and C and electronic submittal.

Phase III District Wetland permitting costs will be $2,500.

Total permitting costs for Phases I – Phase III will be $5,900.

In the event the applications are not submitted for reasons other than Biome, Phases I-III will be billed upon significant completion. Phases II-III costs do not include any application fees and/or mitigation tasks or costs. There is no Corps application fee for a Nationwide Permit. The state ERP application fees are estimated to be $320 for an electronic submittal ($420 application fee with a $100 electronic submittal discount for projects under 10 acres in size with 1 acre or less of wetland impact). This cost does not include processing the work as anything other than a Nationwide Permit. This proposal is based on preliminary information provided to us by Sigma Consulting Group for a dam replacement. Should the site plan change significantly from that information, the permitting tasks may require a new scope of services.

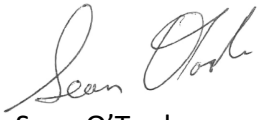
The project area was determined on 12/9/2015, by Florida Department of Environmental Protection Title and Land Records database system, to not be considered as State Lands. Therefore no proprietary permitting should be necessary for this project.

Your signature on this letter indicates your acceptance of the terms of this Scope Letter, grants Biome Consulting Group and its representative's right of entry onto the subject property, and will serve as our

notice to proceed. The services performed hereunder shall be subject to the Terms and Conditions set forth in the Agreement for Services referenced above.

Thank you for this opportunity to be of service.

Respectfully,
Biome Consulting Group



Sean O'Toole
Ecological Consultant
General Partner

Client Signature:_____ Date:_____

Printed Name: _____

Exhibit "A"

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TITLE AND LAND RECORDS SECTION
BOARD OF TRUSTEES LAND DATABASE SYSTEM
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

FILE NUMBER:	CLEAR CREEK
WORKSHEET ID:	103994
COUNTY:	ESCAMBIA
APPLICANT:	DIANA ATHNOS
COMPANY:	
SITE:	CHEMSTRAND ROAD, BETWEEN ORLY STREET AND DYE STREET; WILLOW BROOK LAKE ESTATES
TYPE OF ACTIVITY:	REPLACE DAM

PROJECT LOCATION:

SECTION	TOWNSHIP	RANGE
22	01N	30W

AQUATIC PRESERVE:	N/A
WATER BODY:	CLEAR CREEK

COMMENTS:

RECORDS ON FILE WITHIN THE TITLE AND LAND RECORDS SECTION INDICATE THAT THE STATE HAS INSUFFICIENT INFORMATION AND DOCUMENTATION TO MAKE A DETERMINATION OF OWNERSHIP. THEREFORE WE RECOMMEND THAT THE PROPRIETARY REQUIREMENTS THAT WOULD NORMALLY APPLY TO STATE LANDS NOT APPLY TO THE AREA,

TO DIANA @ PENSACOLA OFFICE
DW 12/9/15

PREPARER:	DONELLE J. WHITE
DATE PREPARED:	12 / 09 / 2015

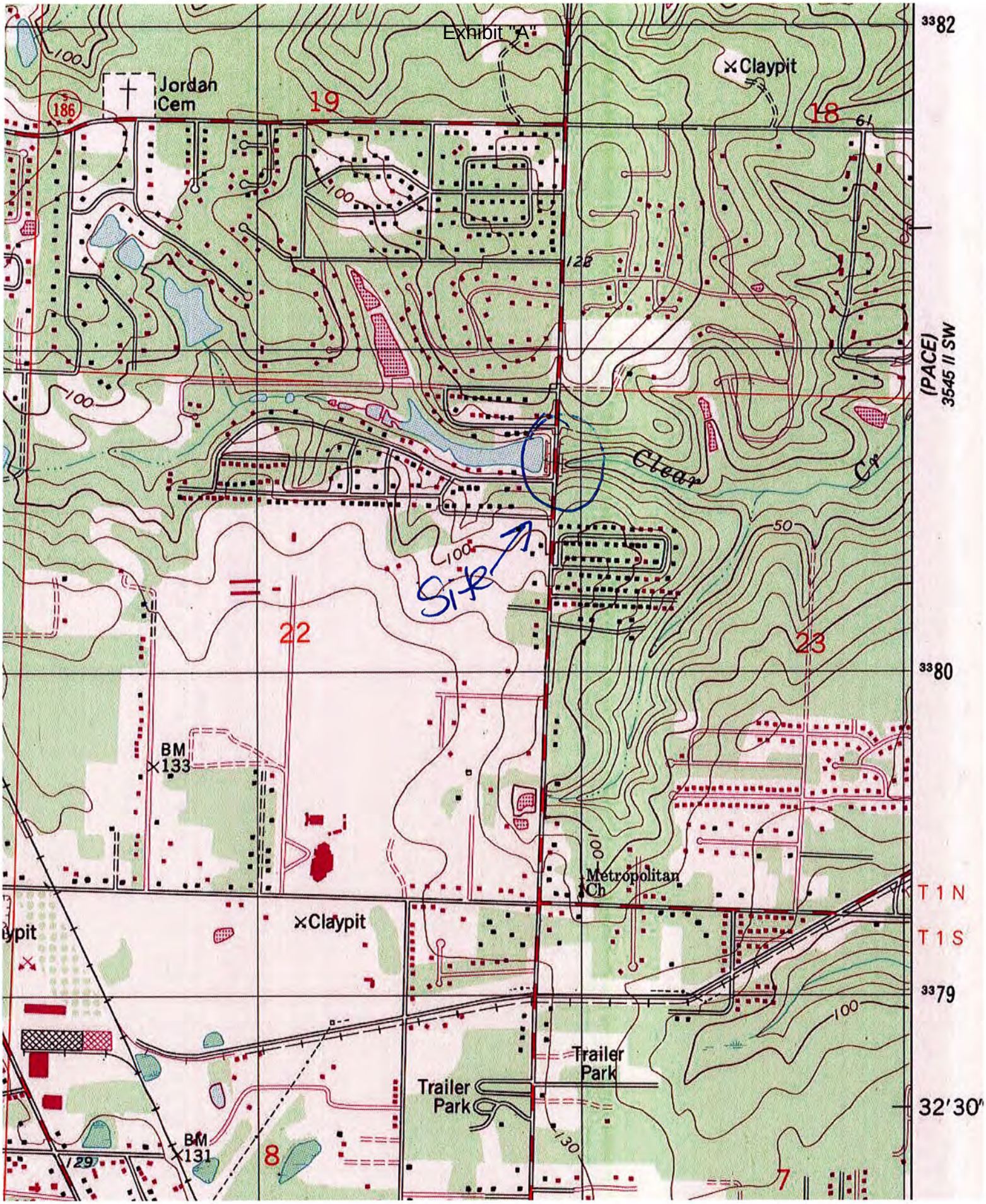
****

NOTICE: THE CONCLUSIONS AND DETERMINATIONS SET FORTH IN THIS TITLE WORKSHEET ARE BASED ON A REVIEW OF THE RECORDS CURRENTLY AVAILABLE WITHIN THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AS SUPPLEMENTED, IN SOME CASES, BY INFORMATION FURNISHED BY THE REQUESTING PARTY. SINCE THE ACCURACY AND COMPLETENESS OF THE TITLE INFORMATION REVIEWED MAY VARY, THE CONCLUSIONS AND DETERMINATIONS SET FORTH HEREIN DO NOT CONSTITUTE A LEGAL OPINION OF TITLE AND SHOULD NOT BE RELIED ON AS SUCH.

****

Exhibit "A"


Chris Jones - Escambia County Property Appraiser
Reference: 221N301100410002
Account:110646000
Section Map:22-1N-30-1
Situs: 600 BLK ORBY ST
Complex:
WILLOWBROOK PB 4 P 41/41A
Owner: FIVEASH JAMES B & SARA G
Mailing Address:
616 ORBY ST
PENSACOLA, FL 32534
Last Sale: 3/2000,5100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.9600
Bldg. Count: 0
Total heated Area: 0
Zoned: LDR
Taxing Auth: COUNTY MSTU
224N-30-1
224N-30-1
GILMER RANCH RD
ORBY ST
CALVIN ST
50m
100ft


Exhibit "A"
3382
Jordan Cem
186
19
Claypit
18
61
128
100
50
Clear
Cr
(PACE)
3545 II SW
Site
22
23
3380
BM
133
Metropolitan
Ch
T1N
T1S
Claypit
3379
Trailer
Park
Trailer
Park
32'30"
BM
131
129
8
130
7

Jason Lashley, PE
Regional Manager/Senior Engineer
SIGMA CONSULTING GROUP, INC
3298 Summit Boulevard, Suite 32
Pensacola, FL 32503

January 8, 2016

Subject: Submittal of Scope and Fee
PUBLIC INVOLVMENT SERVICES
FOR WILLOWBROOK DAM PROJECT

Dear Mr. Lashley

Engineering & Planning Resources, P.C. (EPR) is pleased to provide you with the following proposal to provide public involvement services as requested by Escambia County for the proposed Willowbrook Dam project. The specific scope of work and fee proposal is as follows:

SCOPE OF WORK

Based on our previous discussions, EPR will provide a public involvement services for the organization and facilitation of one public meeting.

WORK TASKS

- Meet with the Escambia County PIO to discuss proposed meeting dates and notifications

- Organize and attend public meeting.
  Schedule, organize, advertise and facilitate one "meet the project" open house in coordination with Sigma Engineering and Escambia County Project Managers.

- Prepare project materials (project fact sheet and contact cards) to be completed and shown/distributed to residents and businesses within the project communication area as part of the public meeting.

OUTLINE OF MATERIALS:

- Business/Project Contact Cards
  - Print 50 cards
  - 1-sided
  - Black and white
  - Card stock

FEE AND SCHEDULE

Given notice to proceed, we will undertake word tasks listed above and provide the deliverables within an agreed upon schedule with the fee of $3,000 per meeting. EPR will invoice Sigma Consulting at the completion of each meeting. Payment shall be due within 14 days of receipt of invoice. Services over the agreed upon amount will be billed at an hourly rate of $135.00 per hour plus expenses.

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the contract agreement at your convenience. Receipt of the executed agreement will be our Notice to Proceed. EPR appreciates this opportunity to be of service on this project. If you have any questions regarding this information or the attachment, please feel free to contact us.

Sincerely,

Engineering & Planning Resources, PC



Bonita Player, PE
Principal

Agreed to this _____ day of _____, 2016

Mr. Lashley
By: _____
Title: _____

Exhibit "B"

PD 15-16.004
Willowbrook Lake Dam
DRAFT Schedule
1/7/2016

Tasks / Deliverables	Start Date	Duration	Completion Date
NTP	3/1/2016	0 days	3/1/2016
Geotechnical Investigation	3/1/2016	30 days	3/31/2016
Survey	3/1/2016	30 days	3/31/2016
Subsurface Utility Exploration	2/20/2016	30 days	3/21/2016
Utility Coordination	3/21/2016	14 days	4/4/2016
60% Plan Submittal	3/31/2016	60 days	5/30/2016
60% Plan Review	5/30/2016	14 days	6/13/2016
Draft Final Plan Submittal	6/13/2016	30 days	7/13/2016
Final Plan Review	7/13/2016	14 days	7/27/2016
Final Plan Submittal	7/27/2016	30 days	8/26/2016
Bid Documents	8/26/2016	15 days	9/10/2016
Procurement Process	9/10/2016	21 days	10/1/2016
Permitting	4/14/2016	180 days	10/11/2016
Construction Phase	10/11/2016	140 days	2/28/2017
		364 days	

Notes

1. SIGMA assumes it will require a maximum of 140 days to construct the project
2. Wetland permitting submital to take place 2 weeks following Survey completion date.
3. Stormwater permitting submittal to take place 3 months following NTP.
4. NTP assumed to be received March 1, 2016. The schedule will need to be revised accordingly if this date changes.
5. Schedule is subject to changes based on scope and fee TBD.

Exhibit "C"

ENGINEERING SERVICES FOR
PD 15-16.004
Willowbrook Lake Dam

Manhour Estimate
January 12, 2016

		Engineering						
	Task Description	**Admin (hours)**	**CADD (hours)**	**Jr. Engineer (hours)**	**Engineer (hours)**	**Sr. Engr. (hours)**	**Subconsultant Fee**	**Engineering Fee**
	Task 100 Coordination Meetings							
	Task 101 Utility Coordination Meeting	1		8	8	2		**$ 1,880.00**
	Task 102 County Staff Progress Meetings	2		2	16	6		**$ 2,840.00**
	Task 200 Data Collection	2	4	32	16	6		**$ 5,710.00**
	Task 300 Survey							
	Task 301 Topographic Survey	2	6	4	4	2	**$ 16,550.00**	**$ 1,630.00**
	Task 400 Geotechnical Investigation							
	Task 401 Soil Borings, Testing, and Report	1			4	2	**$ 5,500.00**	**$ 760.00**
	Task 500 Permitting							
	Task 501 Environmental and Stormwater Permitting	2	12	20	12		**$ 5,900.00**	**$ 4,080.00**
	Task 600 Public Involvement (Optional Services)	4	4		6	6	**$ 6,000.00**	**$ 1,990.00**
	Task 700 Engineering Design							
	Task 701 Hydrologic and Hydraulic Modeling		8	20	40	4		**$ 7,280.00**
	Task 702 Breach Analysis and Innundation Mapping (Optional Services)		16	30	12	4		**$ 5,690.00**
	Task 703 Operation & Maintenance Manual and Emergency Action Plan	2		16	6	2		**$ 2,390.00**
	Task 704 Utility Adjustments (Optional Services)	2	10	4	6	2		**$ 2,170.00**
	Task 800 Construction Plans: Willowbrook Lake Dam	6	140	82	46	30		**$ 27,580.00**
	Task 900 Bidding Assistance							
	Task 901 Bid Tabulation	2	2	4	16	4		**$ 2,900.00**
	Task 902 Pre-bid Conference	4		6	6	6		**$ 2,180.00**
	Task 903 Respond to Requests for Additional Information (Optional Services)	2	4	8	4	4		**$ 2,080.00**
	Task 904 Verify Bids			2	1			**$ 280.00**
	Task 1000 Construction Assistance							
	Task 1001 Construction Observation	2		6	22	4		**$ 3,570.00**
	Task 1002 As-built Certification	1	8	8	2	1		**$ 1,725.00**
	Task 1100 Subsurface Utility Exploration (Optional Services)		4		4		**$ 1,800.00**	**$ 760.00**
	Task 1200 Property Acquisition Coordination (Optional Services)							
	Task 1201 Easements : Legal Sketch and Descriptions (Optional Services)		1	2	1		**$ 500.00**	**$ 360.00**
	Total Manhours =	**35**	**219**	**254**	**232**	**85**		
		$ 50.00	**$ 80.00**	**$ 85.00**	**$ 110.00**	**$ 135.00**		
		$ 1,750.00	**$ 17,520.00**	**$ 21,590.00**	**$ 25,520.00**	**$ 11,475.00**	**$ 36,250.00**	**$ 77,855.00**

Total Subconsultant (Optional Services) Fee =	**$ 8,300.00**
Total Engineering (Optional Services) Fee =	**$ 13,050.00**
Total Optional Services Fee =	**$ 21,350.00**
Total Subconsultant (Lump Sum) Fee =	**$ 27,950.00**
Total Permit Applications (Lump Sum) Fee =	**$ 1,220.00**
Total Engineering (Lump Sum) Fee =	**$ 64,805.00**
Total Lump Sum Fee =	**$ 93,975.00**
Total Project Fee =	**$ 115,325.00**