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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – April 6, 2017 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Bergosh.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation commending and congratulating James "Jimbo" E. Horan, Sr., a Building Inspector in the Building Services Department, on his selection as "Employee of the Month" for April 2017;

B. Adopt the Proclamation proclaiming the Board's support of the "Fishing for AHERO Recreational Fishing Rodeo" Event to be held May 27-28, 2017, for the purpose of raising funds to cover transportation and lodging for wounded and injured military service members and veterans to attend the August 2017 "Warrior Hook-Up" Events in Escambia County;

C. Ratify the Proclamation dated March 21, 2017, proclaiming the month of April 2017 as "DONATE LIFE MONTH" in Escambia County, encouraging all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card, and further proclaiming Friday, April 21 as “National Blue & Green Day” and encouraging everyone to wear blue and green to help promote organ, eye, and tissue donation; and

D. Ratify the Proclamation dated March 24, 2017, proclaiming April 4, 2017, as "THE COUNTY’S DAY OF RECOGNITION FOR COMMUNITY VOLUNTEERS,” encouraging residents to recognize the positive impact of volunteer service in our County, and thanking those who serve and find ways to give back to their communities.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Vanessa J. Bourque, Emergency Communications Dispatcher, Public Safety Department, on 32 years of dedicated service;

B. The Proclamation commending and congratulating Angela K. Hattaway, EMS Paramedic Supervisor, Public Safety Department, on 21 years of dedicated service; and

C. The Proclamation commending and congratulating Earl Rich, Emergency Medical Services Quality Specialist, Public Safety Department, on 26 years of dedicated service.

8. Written Communication:

A. February 9, 2017 - Communication request from Howard Elliott, Fidelis Ministries, asking for relief on the two MSBUs (Municipal Services Benefit Units) that will be attached to their 2017 tax bills for clean ups conducted on the properties located at 2100 Block W Town Street and 2111 W Town Street.

Recommendation: That the Board review and consider relief request made by Howard Fidelis concerning two MSBUs which will be attached to the owner's 2017 tax bills.

B. March 16, 2017 - Communication from William A. Nelson regarding his desire to subdivide his property located at 3340 Dunaway Lane; Pensacola, Florida; Property Reference Number 14-1S-31-4302-000-004.

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

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

10. 5:31 p.m. Public Hearing to consider the Petition to Vacate a portion of Rawson Lane.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Rawson Lane:

A. Approve or deny the Petition to Vacate a portion of Rawson Lane as petitioned by Pensacola Christian College, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

11. 5:32 p.m. Public Hearing concerning Fiscal Year 2017 Grant Application for Federal Transit Administration Flex Funding for Capital Preventive Maintenance.

Recommendation: That the Board take the following action concerning the Fiscal Year 2017 Grant Application for Federal Transit Administration Flex

Funding for Capital Preventive Maintenance for Mass Transit in Escambia County, in the amount of $300,000:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by Escambia County Area Transit (ECAT) for $300,000 in Federal Assistance for Capital Preventive Maintenance;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Funding: The Grant Application is for a total of $300,000. A required match of $75,000 will be covered by Florida State Toll Revenue Credits; therefore, all local funds expended on this project will be reimbursed 100% up to the maximum of $300,000]

12. 5:33 p.m. Public Hearing concerning Fiscal Year 2017 Grant Application for Federal Transit Administration Section 5339 - Bus and Bus Facilities.

Recommendation: That the Board take the following action concerning the Fiscal Year 2017 Grant Application for Federal Transit Administration (FTA) Section 5339:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by Escambia County Area Transit (ECAT) for $183,316 in Federal Assistance for Capital Projects;

B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from FTA; and

D. Authorize the ECAT General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Budgetary Impact: Capital Project funds require an 80/20 match. The local match will be funded by State of Florida Toll Revenue Credits. Therefore, 100% will be reimbursed up to the maximum allowed $183,316]

13. 5:34 p.m. Public Hearing to consider adopting an Ordinance creating Section 70-71, relating to Street Lighting Municipal Services Benefits Units.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 70, Article VIII, Division 1, Section 70-71, of the Escambia County Code of Ordinances, for the purpose of formally codifying previously enacted Ordinances establishing Municipal Service Benefit Units providing street lighting districts in certain unincorporated areas of Escambia County, Florida.

14. 5:35 p.m. Public Hearing to consider adopting an Ordinance amending provisions of the Leave No Trace Ordinance.

Recommendation: That the Board adopt an Ordinance amending Chapter 42, Article X, Section 42-419, relating to permits issued in accordance with the Leave No Trace Ordinance and Section 42-421 relating to penalties for violations of the Leave No Trace Ordinance.

15. 5:36 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 46, Article II, Division 3, Section 46-102, of the County Purchasing Ordinance, relating to suspension and debarment of a vendor.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 46, Article II, Division 3, Section 46-102, of the County Purchasing Ordinance, relating to the suspension and debarment of a vendor.

16. 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 February 28, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 28, 2017, as required by Ordinance Number 95-13; on February 28, 2017, the portfolio market value was $294,094,032 and portfolio earnings totaled $221,953 for the month; the short-term portfolio yield was 0.66%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.59%; the long-term CORE portfolio achieved a yield of 1.35%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.40%.

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

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

A. The *Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2016 and 2015*, provided by Paula G. Drummond, Executive Director/General Counsel, Escambia County Health Facilities Authority;

B. The *Escambia County, Florida, Schedule of Activity for the Landfill Management Escrow Cash Account for the Year ended September 30, 2016*, and the *Financial Statements and Required Supplementary Information, Escambia County, Florida, Detention/Jail Commissary Fund, September 30, 2016*, provided by Kristen McAllister, CPA, CGFM, Senior Manager - Audit Department, Warren Averett CPAs and Advisors; and

C. *Amendment One to Agreement between Florida Department of Economic*

Opportunity and Escambia County, Florida, executed by the Chairman on February 16, 2017, based on the Board's action of September 3, 2015, authorizing the Chairman to sign any subsequent Agreement-related documents relating to Agreement Number F1128, without further action from the Board.

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

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

A. Approve the Minutes of the Joint Meeting between the Escambia County Board of County Commissioners and the Escambia County School Board held March 7, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 9, 2017;

C. Approve the Minutes of the Special Joint Meeting of the Emerald Coast Utilities Authority Board and the Escambia County Board of County Commissioners held March 13, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 16, 2017;

E. Approve the Minutes of the Attorney-Client Session held March 16, 2017; and

F. Approve the Minutes of the Regular Board Meeting held March 16, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 7, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 7, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-01 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2017-01**
Address:	8600 Block Lillian Highway
Property Reference No.:	12-2S-31-3110-000-000
Property Size:	1.43 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Sterling Tree Service, Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 7, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of Russo Subdivision, a Planned Unit Development

That the Board of County Commissioners (BCC) take the following action regarding the development plan for Russo subdivision, a proposed 78-lot residential Planned Unit Development (PUD), on a 26 (+/-) acre parcel site along the west side of Beulah Road and east side of Rebel Road (property reference numbers: 06-1S-31-1102-000-001, 06-1S-31-1102-000-000, 06-1S-31-1102-000-003, 06-1S-31-1101006-001) which was recommended for approval at the March 7, 2017, Planning Board Meeting:

A. Adopt, as findings of fact, the statements set forth in the PUD criteria worksheet, as adopted by the Planning Board;

B. Expressly find that the project under review complies with each of the criteria set forth in Section 2-6.8 of the Land Development Code;

C. Expressly find that the project under review complies with the concurrency requirements of the Land Development Code;

D. Approve the Planned Unit Development plan; and

E. Authorize the Chairman to endorse two (2) copies of the approved Planned Unit Development.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Section 3-2.5, Site and Building Requirements, Lot Widths

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.5 “Low Density Residential District (LDR),” to modify "Site And Building Requirements; Lot Width".

II. Action Item

1. A Public Hearing Concerning Construction of a Pier on County Right-of-Way

That the Board review and approve the application of David and Alyssa Brandeberry for permitting of a dock on right-of-way located at 2125 Bainbridge Avenue, Pensacola, FL 32507, Parcel I.D. # 35-2S-31-1000-015-035, that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County per the Land Development Code (LDC) 3-1(g).

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. April 20, 2017

1. 5:45 p.m. - A Public Hearing - Large Scale Map Amendment 2016-04 - McDonalds Property (second of two public hearings)

Summary: Large Scale Map Amendment changing the Future Land Use from Mixed-Use Urban and Commercial to Public.

2. 5:46 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case heard by the Planning Board on January 3, 2017.

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

B. May 4, 2017

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on April 4, 2017.

a. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
From:	HDR, High Density Residential district (18 du/acre)

To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner

b. Case No.: ***Z-2017-02***

Address:	1300 Block Blue Angel Parkway
Property Reference No.:	12-2S-31-3404-000-000
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joseph Dhaiti, Agent for Katia Lamothe, Owner

c. Case No.: ***Z-2017-03***

Address:	101 Beverly Parkway
Property Reference No.:	46-1S-30-2001-024-018
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner

2. 5:46 p.m. - A Public Hearing - Armored Shoreline Ordinance

Summary: The LDC requirements for armored shorelines are designed to address the impacts associated with the construction of new armored shorelines. The current code language does not address replacing this type of structure given that the impacts are already in place.

3. 5:47 p.m. - A Public Hearing - Coastal High Hazard Areas Ordinance

Summary: Designating specific areas of Perdido Key, fronting the Gulf of Mexico, as Coastal High Hazard Areas, a requirement for all new proposed development to use velocity zone (V zone) construction standards, regardless

of FEMA flood zone designation. V zone construction standards application will result in enhanced protection for the citizens, business and structures on Perdido Key by providing for the reduction of effects derived from reflection and channelization of flow thus minimizing erosion and scour around the structure and mitigating impacts to adjacent properties; it may also result on improved flood insurance rates for property owners.

4. 5:48 p.m. - A Public Hearing - Vested Rights Determination 2017-01 - 9300 Block Gibson Road

Summary: The Applicant is seeking to be vested with development rights for a non-conforming, 5 acre parcel in Ag zoning.

5. 5:49 p.m. - A Public Hearing - Lots Divided by Right of Way Ordinance

Summary: Amendment to clarify application of site and building requirements to lots created through division of a lot of record by public right-of-way.

6. 5:50 p.m. - A Public Hearing - Scenic Highway Overlay Ordinance

Summary: The Scenic Highway Overlay District was adopted in 1999 (Ord. 99-12) and has served to protect the unique scenic vista along the Scenic Highway corridor. Staff has been directed to review and modify this LDC section as needed to address concerns that have arisen since that time. This proposed change will strengthen the protections in place by refining the setback for structures along the right-of-way.

7. 5:51 p.m. - A Public Hearing - CPA-2016-03 - Limited Ag Uses Definition (second of two public hearings)

Summary: Including the definition for limited agricultural uses in the Comprehensive Plan is the result of a technical recommendation received from DEO staff to ensure the Future Land Use agricultural allowances are specifically described within the definitions chapter.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Volume Licensing Agreement with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Volume Licensing Agreement with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement Number 01E73902 for the Board of County Commissioners (BCC), which includes the Amendment to Contract Documents for the Enterprise Enrollment Yammer for GCC Amendment ID M318 Enrollment Number 83277094, 000-shaylari-0021; and

B. Authorize the Chairman to execute all documents related to the acceptance of the Volume Licensing Agreement, which includes the Amendment to Contract Documents Enterprise Enrollment Yammer for GCC, Amendment ID M318, with Microsoft Corporation, without further action of the Board.

[Funding: No Charge]

2. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

3. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Outdoor "Mullet Toss" Event to be Held Behind the Flora-Bama Lounge, Gulf Side on Perdido Key Drive - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the outdoor "Mullet Toss" Event to be held behind the Flora-Bama Lounge, Gulf side on Perdido Key Drive, from 9:00 a.m., through 10:00 p.m., beginning Friday, April 28, 2017, through Sunday, April 30, 2017.

4. Recommendation Concerning a Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Exhibition for an Outdoor Wedding Reception to Be Held at the Pensacola Country Club - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the ending time from 10:00 p.m., to 10:15 p.m., for a fireworks exhibition for an outdoor wedding reception to be held at the Pensacola Country Club on Saturday, April 29, 2017.

5. Recommendation Concerning the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Re-Designation of the Local Workforce Development Area - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Re-designation of the Local Workforce Development Area (LWDA) 1 to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at the community level.

6. Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting an Ordinance Relating to Solid Waste, Amending Definitions Related to Land Clearing Debris and Yard Trash - Patrick T. Johnson, Waste Services Department Director

   That the Board authorize the scheduling of a Public Hearing on Thursday, April 20, 2017, at 5:31 p.m., to consider adopting an Ordinance amending Chapter 82, Article I, Sections 82-1, 82-167, and 82-225 of the Escambia County Code of Ordinances relating to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Revisions to the Description of the RESTORE Program Manager Position - J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department

   That the Board approve revisions to the description of the RESTORE Program Manager Position that was approved by the Board at its March 17, 2016, meeting.

   NOTE: The current duties of the RESTORE Program Manager are different than they were when the description, duties, and qualifications were written more than a year ago. The primary duties will be to manage the County's Multiyear Implementation Plan, and seek to maximize funding opportunities for the County by leveraging the various potential funding sources.

   [Funding: Fund 118, Gulf Restoration Fund, Cost Center 222030]

2. Recommendation Concerning Amendment #1 to the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

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

   A. Approve Amendment #1 to the Agreement for Emergency Solutions Grant Program with ECOH, providing an additional $10,000 for homeless prevention and rapid rehousing support for individuals at or below 50% area median income, for a total amount of $48,444, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

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

   [Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Emergency Shelter Grant, Cost Center 370292 and Fund 124, Escambia Affordable Housing, Cost Center 370290]

3. Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2016/2017 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,281,764, and from Cost Center 360105, in the amount of $1,204,234, for a combined total of $2,485,998;

B. Approve the Amendment to Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,485,998, for a total allocation of $7,994,410, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201;

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

4. Recommendation Concerning the Wellness Incentive - Paulette Stallworth, Interim Human Resources Department Director

That the Board take the following action concerning Wellness Incentives in regard to the health screenings:

A. Authorize $50 cash incentive to employees eligible for the County's health coverage for participating in both the biometric screening and the completion of the personal health assessment (PHA) - $25 will be rewarded for completion of the biometric screening and $25 for completion of the personal health assessment;

B. Authorize employees who have waived County healthcare coverage to participate in the program and receive the cash incentive. For these employees, there is a $39 per employee fee to participate, which will be paid by the County; and

C. Approve and authorize the County Administrator to sign the Form known as the Florida Blue Buy Up Options Form.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150111, Object Code 55201]

5. Recommendation Concerning a Change Order to Drug Free Workplaces, USA, LLC, for Community Corrections Program Participants' Court Ordered Drug Screening - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1 adding funds for Community Corrections program participants' court-ordered drug screening:

Department:	Corrections
Division:	Community Corrections
Type:	Addition
Amount:	$18,000
Vendor:	Drug Free Workplaces, USA, LLC
Purchase Order:	170182
Change Order:	1
Original Award Amount:	$84,000
Cumulative Amount of Change Orders Through This Change Order:	$18,000
New Purchase Order Total:	$102,000

[Funding Source: Fund 001, General Fund, Cost Center 290307, Object Code 53101]

6. Recommendation Concerning a Change Order to Charles Neely Corporation, DBA PR Chemical and Paper Supply for Detergent, Chemicals and Other Inmate-Related Items Covered by PD 13-14.046 - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1 adding funds for detergent, chemicals and other inmate-related items covered by PD 13-14.046:

Department:	Corrections
Division:	Jail
Type:	Addition
Amount:	$26,200
Vendor:	Charles Neely Corporation, DBA PR Chemical & Paper Supply
Purchase Order:	170144
Change Order:	1
Original Award Amount:	$80,000
Cumulative Amount of Change Orders Through This Change Order:	$26,200
New Purchase Order Total:	$106,200

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

7. Recommendation Concerning the Extension to the Agreement for Financial Advisor, PD 12-13.017 - Amy Lovoy, Assistant County Administrator

That the Board approve the final 12-month extension of the Agreement for Financial Advisor, PD 12-13.017, to First Southwest Company, effective March 21, 2017, per the terms of the Agreement for the performance of financial advisory services with no change in the fee structure approved on March 21, 2013:

- First $10 million dollars of debt issuance - $1.25 per $1,000
- Amounts over $10 million - $0.75 per $1,000
- Minimum fee - $15,000

8. Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, effective upon the date last executed by the parties and expiring on September 30, 2017, for a lump-sum payment of the remaining Fiscal Year 2016-2017 allocation of $15,100, if this lump sum allocation is exhausted additional necessary exams will be documented at a rate of $300 per exam, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Approve the necessary Purchase Order; and

D. Authorize the County Administrator to sign a Notice of Termination letter, effective February 17, 2017, for the Agreement with Northwest Florida Comprehensive Services for Children, Inc., the previous Florida Department of Health designated Child Protection Team Provider.

[Funding: General Fund, Fund 001, Cost Center 110201, Account 58234]

9. Recommendation Concerning Supplemental Budget Amendment #092 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Other Grants and Projects Fund (110), in the amount of $7,650 to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #16175 - Derelict Vessel Grant to remove and dispose of two eligible derelict vessels. The $2,550 cash match will be from Vessel Registration Fees.

10. Recommendation Concerning Supplemental Budget Amendment #103 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Transportation Trust Fund (175), in the amount of $22,202, to recognize insurance proceeds received for damage to a traffic signal at Fairfield Drive and Palafox Street, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

11. Recommendation Concerning Supplemental Budget Amendment #104 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #104, Local Option Sales Tax Fund III (352), in the amount of $451,430, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for design and construction of a public restroom facility and boardwalk with observation platform across County Road 399 from the Portofino Condominiums.

12. Recommendation Concerning Reallocation of Funds - Local Option Sales Tax (Fund 352) for Personnel Services for Fiscal Year 2016/2017 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve transferring project funds within the Local Option Sales Tax III (Fund 352), in the amount of $1,326,730, reallocating various Local Option Sales Tax (LOST) Transportation and Drainage Project funds to be placed in Project Management (Project #12EN1898), to account for the salaries of LOST project employees in project accounting, in the amount of $994,317.

This recommendation also allocates project salaries for the Design Team, in the amount of $332,413, in project accounting. This action aligns project accounting to match fund accounting as part of the Adopted Fiscal Year 2016/2017 Budget.

13. Recommendation Concerning a Change Order on Contract PD 11-12.030 for the Beach Haven Northeast Drainage and Sanitary Sewer Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order on Contract PD 11-12.030 for the Beach Haven Northeast Drainage and Sanitary Sewer Project, to Jehle-Halstead, Inc.:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	$80,845
Vendor:	Jehle-Halstead, Inc.
Project Name:	Beach Haven Northeast Drainage and Sanitary Sewer Project
Contract:	PD 11-12.030
PO No.:	121406
CO No.:	3
Original Award Amount:	$999,430
Cumulative Amount of Change Orders through this CO:	$99,845
New Contract Total:	$1,099,275

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272. This Change Order is for CEI services; Emerald Coast Utilities Authority (ECUA) will reimburse 40% of the cost]

14. Recommendation Concerning a Speed Limit Reduction on Suntan Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reduction - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed on Suntan Circle, from 30 miles per hour to 25 miles per hour, from Saufley Field Road to Suntan Circle; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

Suntan Circle is in District 1, and the Commissioner's Office has been notified.

15. Recommendation Concerning the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the First Amendment to Interlocal Agreement between Escambia County, Florida and the Santa Rosa Island Authority (SRIA) Relating to the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach, Florida.

[Funding: **All previous funds for this project, and the additional requested funds come from the Portofino Island Improvement Fund (PIIF).** The SRIA agrees to contribute additional Island Improvement Funds to Escambia County in an amount not to exceed $451,430 for the project. Such funds will be deposited into Fund 352 "LOST III," Cost Center 110274/56301/Project #16PF3614]

16. Recommendation Concerning the Acceptance of a Portion of Real Property for Magaha Lane Right-of-Way - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property for Magaha Lane right-of-way, from Bright-Meyers-Sasser Westside, LLC:

A. Accept the Special Warranty Deed, from Bright-Meyers-Sasser Westside, LLC, donating a portion of real property along Magaha Lane for right-of-way; and

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

[Funds associated with the recording of this document are available in the Engineering Escrow Account]

17. Recommendation Concerning the Acceptance of a Drainage and Access Easement for Graystone Estates - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage and Access Easement (approximately 0.74 acres) Northern Gulf Nowak, LLC, for Graystone Estates from:

A. Accept the donation of a Drainage & Access Easement (approximately 0.74 acres) from Northern Gulf Nowak, LLC, for Greystone Estate ;

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

C. Authorize the Chairman or Vice Chairman to accept the Easement, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

18. Recommendation Concerning Issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 15-16.088, "Traffic Signal Response Maintenance" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve issuing a Purchase Order in the amount of $52,105.21 to Ingram Signalization, Inc., on Contract PD 15-16.088, "Traffic Signal Response Maintenance," to perform repair and maintenance on County-owned signals only.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

19. Recommendation Concerning the Acceptance of Two Drainage Easements for the Beulah Road Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of two drainage easements for the Beulah Road Drainage Improvement Project:

A. Accept the donation of the following two drainage easements located in the Beulah area for the Beulah Road Drainage Improvement Project:

Property Owner	Parcel Reference Number	Area
Paul H. & Sarah E. Morgan	08-1S-31-3203-000-000	0.46 acre
Paul V. & Bonnie K. Schaefer	08-1S-31-3203-000-001	0.11 acre

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

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

D. Authorize the Chair or Vice Chair to accept the Easements as of the day of delivery of the Easements, and for the Chair or Vice Chair to acknowledge the Board's acceptance at that time.

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

20. Recommendation Concerning the Acceptance of a Portion of a Parcel of Real Property Located on Havburg Drive for Roadway and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of real property located on Havburg Drive, from property owners Havburg Terrace, for roadway and drainage improvements:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the donation of a portion of real property, via donation, for roadway and drainage improvements located on Havburg Drive, from property owners Havburg Terrace;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for roadway and drainage improvements, and the county benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

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

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

21. Recommendation Concerning Montclair Sidewalks Phase 2, Medford Avenue & Montclair Road Contract - Tonya Gant, Neighborhood & Human Services Director

That the Board amend its action taken on October 20, 2016, CAR II-7, approving and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of $529,579.45, to correct, due to a scrivener's error, funding from 2014 CDBG, Cost Center 370220 to 2014 CDBG, Cost Center 370221 .

[Funding (corrected): Fund 129, 2015 CDBG, Cost Center 370224 - $161,144.45; 2014 CDBG, Cost Center 370221 - $149,751; 2013 CDBG, Cost Center 370218 - $80,305; and 2012 CDBG, Cost Center 370211]

III. For Discussion

1. Recommendation Concerning the Donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning the donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc.:

   A. Adopt the Resolution authorizing the Donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc.; and

   B. Authorize the Chairman to sign the Resolution.

2. Recommendation Concerning the Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board either approve or deny:

   A. The purchase of real property located at 9980 Bristol Park Road, for the Bristol Park - Ashbury Hills Area Project, from James & Sandra Riddell, for the average of the County's appraised values of $247,000 and $257,000, and the owner's provided appraisal of $275,000, which equals $259,666;

   B. Authorize county staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.88 acres) located at 9980 Bristol Park Road, from James & Sandra Riddell, and to bring the executed Contract back before the Board; and

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

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

3. Recommendation Concerning Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, and title insurance commitments, and to complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners (BCC) Policy dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing real property (with no improvements). The parcel, located at 14777 Perdido Key Drive and owned by Fred Donham, could be utilized by the public for additional beach access.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D) LOST]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of Local Option Fuel Tax (LOFT) Appeal in the Matter of the City of Pensacola, Florida vs. The Board of County Commissioners of Escambia County, Florida, Case No.:17-0627

That the Board take the following action:

A. Authorize the Chairman to execute the proposed Stipulated Settlement Agreement, a copy of which is attached; and

B. Adopt the proposed Resolution, a copy of which is attached; and

C. Authorize written notice to The Office of the General Counsel, State of Florida Department of Revenue that the Board and City have settled the appeal and stating the new distribution percentages as set forth in the proposed Resolution adopted by the Board.

2. Recommendation Concerning Request for an Attorney General's Opinion Concerning the Operation of a Correctional Facility Located Within the Jurisdictional Boundaries of an Adjoining County

That the Board authorize the County Attorney's Office to request an Attorney General's Opinion concerning the following questions:

1. May Escambia County operate a correctional facility on property that is located in an adjoining county with Escambia County Correctional Officers having the same limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

2. If no, may Escambia County enter into an Interlocal Agreement with the county and the designated chief correctional officer where the facility is located to authorize the County to operate a correctional facility in the adjoining county and grant Escambia County Correctional Officers the limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

3. Recommendation Concerning the Proposed Senate Bill for the Escambia County Fee Simple Lease Transfer Act

At the request of Commissioner Grover Robinson, that the Board approve the attached Senate Bill's new language as sponsored by Senator Marco

Rubio for the Santa Rosa Island fee simple bill cited as the "Escambia County Fee Simple Lease Transfer Act."

4. Recommendation Concerning SC 25 Express Scanner Lease Agreement for the Escambia County Development Services Department

That the Board take the following action:

A. Rescind the Board's prior action on August 18, 2016, awarding a Purchase Order for a 63 month lease to Harris Business Machines for the Development Services Department to lease an SC 25 Express Scanner in an annual amount of $1,579.08, in accordance with the Escambia County Code of Ordinances;

B. Approve the Lease Agreement (Number 25413793) with De Lage Landen Financial Services, Inc. for the Development Services Department to lease an SC 25 Express Scanner a 63 month term commencing on October 12, 2016, and authorize the County Administrator to execute the Agreement; and

C. Approve the issuance of a Purchase Order to De Lage Landen Financial Services, Inc. for the Development Services Department to lease an SC 25 Express Scanner for a 63 month term commencing on October 12, 2016, in an annual amount of $1,579.08 ($131.59) per month.

5. Recommendation Concerning Scheduling an Attorney/Client Session on April 13, 2017 at 8:30 a.m. to Discuss Pending Litigation in The Estate of James Brumley v. Escambia County, Florida, Case No. 2015 CA 001814

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01 (8), Florida Statutes, for Thursday, April 13, 2017 at 8:30 a.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, April 8, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in The Estate of James Brumley v. Escambia County, Florida, Case No. 2015 CA 001814, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, April 13, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners

Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, and Scott Seagle, of the firm of Coppins, Monroe, Adkins & Dincman, P.A., attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

6. Recommendation Concerning Scheduling a Public Hearing to Consider an Ordinance Amending Section 6-4(f) Relating to Alcoholic Beverages in Public Areas on Pensacola Beach to Extend the Sunset Provision

   That the Board authorize the scheduling of a Public Hearing on Thursday, April 20, 2017, at 5:32 p.m. to consider adopting an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach to extend the sunset provision.

17. Items added to the agenda.

18. Announcements.

19. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12009 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Adopt the Proclamation commending and congratulating James "Jimbo" E. Horan, Sr., a Building Inspector in the Building Services Department, on his selection as "Employee of the Month" for April 2017;

B. Adopt the Proclamation proclaiming the Board's support of the "Fishing for AHERO Recreational Fishing Rodeo" Event to be held May 27-28, 2017, for the purpose of raising funds to cover transportation and lodging for wounded and injured military service members and veterans to attend the August 2017 "Warrior Hook-Up" Events in Escambia County;

C. Ratify the Proclamation dated March 21, 2017, proclaiming the month of April 2017 as "DONATE LIFE MONTH" in Escambia County, encouraging all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card, and further proclaiming Friday, April 21 as “National Blue & Green Day” and encouraging everyone to wear blue and green to help promote organ, eye, and tissue donation; and

D. Ratify the Proclamation dated March 24, 2017, proclaiming April 4, 2017, as "THE COUNTY’S DAY OF RECOGNITION FOR COMMUNITY VOLUNTEERS,” encouraging residents to recognize the positive impact of volunteer service in our County, and thanking those who serve and find ways to give back to their communities.

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

EOM Proclamation - James E. Horan, Sr.

AHERO Proclamation

Donate Life Month Proclamation

Recognition for Community Volunteers Proclamation

PROCLAMATION

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

WHEREAS, *James "Jimbo" E. Horan, Sr., a Building Inspector in the Building Services Department, began his employment with the County on January 11, 2016, and is selected for "Employee of the Month" for April 2017, for the standards of excellence that he displays in the performance of his duties; and*

WHEREAS, *as the Lead Building Inspector, Mr. Horan, Sr., oversees all projects in northern Escambia County, and even though his inspection area, according to square mileage, is the largest in the County, he always completes his daily inspections in a timely manner; and*

WHEREAS, *Mr. Horan, Sr., has extraordinary customer service skills; his patience and calm demeanor have been a major benefit when relaying information about the Florida Building Code to contractors and homeowners; and*

WHEREAS, *with the knowledge he has gained through his experience, Mr. Horan, Sr., has taken it upon himself to assist other inspectors in the Building Services Department to bring them to a better understanding of the building construction industry and the Florida Building Code. This effort greatly benefits his colleagues, who are growing in their knowledge and experience, which in turn benefits the citizens of Escambia County; and*

WHEREAS, *Mr. Horan, Sr., effectively interacts with the Development Services Department and the Environmental Code Enforcement Division, as well as other County departments and divisions, regarding projects in the north end of Escambia County; and*

WHEREAS, *during his off hours Mr. Horan, Sr., generously volunteers his time to help communities with the clean-up of various properties and has become a leader in the community by assisting the citizens of Escambia County with their individual projects.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates James "Jimbo" E. Horan, Sr., on his selection as the "Employee of the Month" for April 2017.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: April 6, 2017

PROCLAMATION

WHEREAS, *America's military service members and veterans serve and sacrifice to defend our nation and preserve our freedoms; and*

WHEREAS, *military service members and veterans are trained and equipped to engage our nation's enemies on battlefields across the globe; and*

WHEREAS, *the wounds of war and injuries endured by our military service members and veterans can lead to depression, despair and suicide; and*

WHEREAS, *Escambia County's natural resources, including its waterways and marine resources as well as its caring community, provide recreation and therapeutic healing to wounded and injured military service members and veterans; and*

WHEREAS, *AHERO (America's Heroes Enjoying Recreation Outdoors), a non-profit 501.c.3, organizes, funds, and conducts events and activities for wounded and injured military service members and veterans; and*

WHEREAS, *AHERO provides a support network of veterans experienced in dealing with emotional and physical wounds caused by combat-related stress, connecting them to the resources and assistance vital to their successful re-entry into civilian life; and*

WHEREAS, *AHERO coordinates and funds the annual* ***AHERO Warrior Hook-Up*** *Fishing Event each August in partnership with the local angling and boating community, in order to provide recreation and to demonstrate our appreciation to wounded and injured military service members and veterans.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, supports the* ***Fishing for AHERO Recreational Fishing Rodeo*** *Event to be held May 27-28, 2017, for the purpose of raising funds to cover transportation and lodging for wounded and injured military service members and veterans to attend the August 2017* ***Warrior Hook-Up*** *in Escambia County.*

BE IT FURTHER PROCLAIMED, *that the Board encourages all anglers and boaters to participate in the aforementioned* ***Fishing for AHERO*** *and* ***Warrior Hook-Up*** *Events.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: April 6, 2017

PROCLAMATION

***WHEREAS**, one of the most meaningful gifts that one human being can bestow upon another is the gift of life; and*

***WHEREAS**, currently more than 118,000 men, women, and children are on the national organ transplant waiting list with 1,100 of them being ten years old or younger, and more than 5,200 people waiting live in Florida; and*

***WHEREAS**, a new patient is added to the National Patient Waiting List for an organ transplant every 10 minutes, and an average of 22 people die every day awaiting an organ transplant that does not come in time; and*

***WHEREAS**, one organ donor can save up to 8 lives; one tissue donor can save or enhance the lives of 100 or more people; and one eye donor can give sight to 2 people; and*

***WHEREAS**, in 2016, more than 33,600 transplants brought renewed life to patients and their families; and*

***WHEREAS**, everyone is a potential organ, eye, and tissue donor and can register their intent to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver's license; and*

***WHEREAS**, National Donate Life Month began in 2003 to honor and celebrate the hundreds of thousands of donors and recipients whose lives have been touched by organ, eye, and tissue donation.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of April 2017 as "**DONATE LIFE MONTH**" in Escambia County and encourages all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Friday, April 21 as "**National Blue & Green Day**" and encourages everyone to wear blue and green to help promote organ, eye, and tissue donation.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

Deputy Clerk

Dated: *March 21, 2017*

BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO.

PROCLAMATION

***WHEREAS**, service to others is a hallmark of the American character and is central to how we meet our challenges; and*

***WHEREAS**, Volunteerism is increasingly recognized as a central partner with government, education, and industry, and it is increasingly more evident that our nation's greatest resource is its people; and*

***WHEREAS**, individuals who volunteer their time and resources are an essential part of our community and increase the impact of the organizations they serve; and*

***WHEREAS**, Volunteerism expands economic opportunity by creating more sustainable, resilient communities and by providing education, career skills, and opportunities for developing leadership abilities for those who serve; and*

***WHEREAS**, community volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and*

***WHEREAS**, giving generously of themselves and discovering the power to make a difference, community volunteers have shown that they truly care and are a tremendous asset and a vital part of our community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims April 4, 2017, as*

"THE COUNTY'S DAY OF RECOGNITION FOR COMMUNITY VOLUNTEERS"

and encourages residents to recognize the positive impact of volunteer service in our County, and to thank those who serve and find ways to give back to their communities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: March 24, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11991 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: Adoption of Retirement Proclamations
From: Paulette Stallworth, Interim 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 Vanessa J. Bourque, Emergency Communications Dispatcher, Public Safety Department, on 32 years of dedicated service;

B. The Proclamation commending and congratulating Angela K. Hattaway, EMS Paramedic Supervisor, Public Safety Department, on 21 years of dedicated service; and

C. The Proclamation commending and congratulating Earl Rich, Emergency Medical Services Quality Specialist, Public Safety Department, on 26 years of dedicated service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

retprocs040617

PROCLAMATION

WHEREAS, *Vanessa J. Bourque worked as a public servant, faithfully serving the citizens of Escambia County and the State of Florida for 32 years; and*

WHEREAS, *Vanessa worked as a Duty Officer and an Auxiliary State Trooper for the Department of Highway Safety and Motor Vehicles and then as an Emergency Communications Dispatcher and Civil Process Server with the Escambia County Sheriff's Department, prior to joining Escambia County; and*

WHEREAS, *Vanessa joined the Escambia County Public Safety Department, within the Emergency Communications Division, retiring as an Emergency Communications Dispatcher; and*

WHEREAS, *Vanessa worked during multiple storm activations, as well as, many other local disasters affecting the citizens of Escambia County. She served the citizens well.*

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 Vanessa J. Bourque on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Vanessa J. Bourque for 32 years of faithful and dedicated service.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

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Deputy Clerk

Adopted: April 6, 2017

PROCLAMATION

WHEREAS, *Angela K. Hattaway worked as a County employee very faithfully for 21 years, serving the citizens of Escambia County within the medical field, retiring as a Paramedic Supervisor from the Public Safety Department; and*

WHEREAS, *Angela began her career with Escambia County as a part-time Emergency Medical Technician on December 7, 1995 and progressed to a full-time Paramedic on March 21, 1999; and*

WHEREAS, *Angela promoted to an EMS Paramedic Supervisor on November 5, 2004, where she remained dedicated until her retirement; and*

WHEREAS, *during her time with the County, she worked diligently with the emergency teams of Public Safety and other surrounding agencies, most notably being a member of the Florida One Disaster Medical Assistance Team's response to aid in the aftermath of the September 11, 2001 World Trade Center attack; and*

WHEREAS, *Angela worked tirelessly during multiple storm activations and other local disasters affecting the citizens of Escambia County.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Angela K. Hattaway for 21 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: April 6, 2017

PROCLAMATION

***WHEREAS**, Earl Rich worked as a County employee very faithfully for 26 years, serving the citizens of Escambia County within the medical field and retired as the Emergency Medical Services Quality Specialist at the Public Safety Department; and*

***WHEREAS**, Earl began his career with Escambia County on August 17, 1990, as a Relief Emergency Medical Technician, moving to full-time on January 6, 1991; and*

***WHEREAS**, Earl transitioned to Paramedic on July 19, 1993, served diligently as EMS Shift Supervisor, and became the Emergency Medical Services Quality Specialist, serving in this capacity for several years; and*

***WHEREAS**, Earl serves as a regional faculty member of the American Heart Association (AHA), and during his time with the County, he served as an instructor for Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), International Trauma Life Support (ITLS), Prehospital Trauma Life Support (PHTLS), Pediatric Advanced Emergency Assessment, Recognition and Stabilization (PEARS), National Child Passenger Safety Technician and Instructor, Designated Infectious Control Officer, and as the Health Insurance Portability Accountability Act (HIPAA) Compliance Officer for Public Safety; and*

***WHEREAS**, Earl represented the Public Safety Department throughout the community, with his excellent skills and service. He worked during numerous emergency activations and other local disasters affecting the citizens of Escambia County; and*

***WHEREAS,** Earl was instrumental in Escambia County EMS receiving the Mission Lifetime EMS Silver Award in 2015 and the Gold in 2016.*

***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 Earl Rich on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Earl Rich for 26 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Adopted: April 6, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11937 **Written Communication** **8. A.**

BCC Regular Meeting

Meeting Date: 04/06/2017

Issue: Environmental (Code) Enforcement MSBU Relief- 2100 Block and 2111 W Town Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

February 9, 2017 - Communication request from Howard Elliott, Fidelis Ministries, asking for relief on the two MSBUs (Municipal Services Benefit Units) that will be attached to their 2017 tax bills for clean ups conducted on the properties located at 2100 Block W Town Street and 2111 W Town Street.

Recommendation: That the Board review and consider relief request made by Howard Fidelis concerning two MSBUs which will be attached to the owner's 2017 tax bills.

BACKGROUND:

The Office of Environmental Enforcement received complaints on two properties owned by PRFC Properties, LLC. The properties located at 2100 Block W Town Street and 2111 W Town Street were both noticed for overgrowth, trash and debris under Escambia County's Summary Abatement Ordinance. Owners failed to comply with notice of violations. Officer followed up with citation to owners for violations. All notices and citations were received by the owner. Owners failed to comply so properties were referred over for county abatement.

The owner was noticed under Section 42-164, Escambia County Code of Ordinances. This section gives the county authority to issue notice of violation to property owners under Summary Abatement. If owner fails to abate all violations, the county may act to abate all violations. The County may also elect to impose a non-ad valorem special assessment on the property for the cost of the abatement pursuant to Section 42-165 of the Escambia County Code of Ordinances.

The total cost for the clean ups were $150.00 for 2111 W Town Street and $325.00 for 2100 Block of W Town Street. The costs of the clean ups will be attached to the owner's 2017 tax bills.

BUDGETARY IMPACT:

Abatement Cost: 2100 Block W Town Street $325.00

Abatement Cost: 2111 W Town Street $150.00

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2100 Block W Town Street and 2111 W Town Street

RECEIVED
FEB 13 2017
BY: SS

Date: 02/09/2017

To: Ms. Sandra Slay
3363 W. Park Pl
Pensacola FL 32505

Re: Case #CE15-06-2373 (CE1506023 63)
Case # CE15-06-02364 MSBU

Dear Ms. Slay:

We would like to request a Lein Forgiveness for the property located at 2111 Town Street, Pensacola FL and ask to have the request placed on the agenda of the Board of County Commissioners at the next meeting for consideration.

We are in the process of using said property as a ministry to help the homeless. The forgiveness would help us do the work that needs to be done towards this project.

Thank you for your consideration and help with this matter. Also thanks to Commissioner May and the Board.

Howard C Elliott

Howard Elliott
Fidelis Ministries
A Non-Profit Corporation

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Natural Resource Management

Environmental Enforcement Division
3363 W Park Place
Pensacola, FL 32505
850-595-1820 Phone
850-595-0149 Fax

Case Number CE 15-06-02363

February 2, 2017

PRFC Properties, LLC
5553 Highway 90 W
Pace, FL 32571

NOTICE IS HEREBY GIVEN that pursuant to Section 42-164 of the Escambia County Ordinances, Escambia County Environmental Enforcement has had the following violation(s) corrected:

Violation(s) abated:

X Section 42-196(a) Nuisance Conditions
X Ordinance Section 42-196(b) Trash and Debris
Ordinance Section 42-196(c) Inoperable Vehicle
X Ordinance Section 42-196(d) Overgrowth

Property Reference Number: 092S301100000118
Property Location: 2111 W Town St

Date	Fee Description	Amount
1-07-17	Vendor Cost	$150.00

The cost of abatement must be paid by: 3-06-17

NOTICE TO OWNER:

If the cost of abatement is not paid in full within thirty (30) days of the date of this Notice, the cost shall be recorded against the owner and property as a special assessment and will create a first lien, equal to a lien of nonpayment of property taxes.

If you have any questions, call (850) 595-1820 or email ceadmin@myescambia.com for assistance. Make check or money order payable to:

ESCAMBIA COUNTY BOCC
3363 West Park Place
Pensacola, FL 32505
ATTN: Environmental Enforcement Division

Please reference case number CE130602123 with your payment. You will be charged a Returned Check Fee in accordance with Florida Statute 832.08 for each returned check.

Thank you

BR Bonner's Hauling, INC.

10231 Walbridge Street
Pensacola, FL 32534

Invoice

Date	Invoice #
1/17/2017	33

Bill To	Ship To
Escambia County Clerk Of Circuit Court Accounts Payable 221 Palafox Street Suite 140 Pensacola, FL 32502	Start: 1/9/2017 End:1/7/2017

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
170968	Net 30		1/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 2111 Town Street	150.00	150.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 2100 Blk Town Street	325.00	325.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 2020 W. Hernadez Street	150.00	150.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 1319 N "P" Street	1,400.00	1,400.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 1105 N. Green Street	5,450.00	5,450.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 1304 N. Green Street	325.00	325.00
1	Other	Removal of all nuisanee and/or structures, trash, overgrowth, and debris Address: 929 N. 63RD Avenue	325.00	325.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 273 ~~Chestang~~ Chestnut Street	6,850.00	6,850.00

Ok Melissa 1-23-17

Thank you for your business.

Total $14,975.00

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Natural Resource Management

Environmental Enforcement Division
3363 W Park Place
Pensacola, FL 32505
850-595-1820 Phone
850-595-0149 Fax

Case Number CE 15-06-02364

February 2, 2017

PRFC Properties, LLC
5553 Highway 90 W
Pace, FL 32571

NOTICE IS HEREBY GIVEN that pursuant to Section 42-164 of the Escambia County Ordinances, Escambia County Environmental Enforcement has had the following violation(s) corrected:

Violation(s) abated:

X Section 42-196(a) Nuisance Conditions
X Ordinance Section 42-196(b) Trash and Debris
Ordinance Section 42-196(c) Inoperable Vehicle
X Ordinance Section 42-196(d) Overgrowth

Property Reference Number: ~~092S301100000118~~ & 092S301100000120
Property Location: 2111 Blk Town St

Date	Fee Description	Amount
1-07-17	Vendor Cost	$325.00

The cost of abatement must be paid by: 3-06-17

NOTICE TO OWNER:

If the cost of abatement is not paid in full within thirty (30) days of the date of this Notice, the cost shall be recorded against the owner and property as a special assessment and will create a first lien, equal to a lien of nonpayment of property taxes.

If you have any questions, call (850) 595-1820 or email ceadmin@myescambia.com for assistance. Make check or money order payable to:

ESCAMBIA COUNTY BOCC
3363 West Park Place
Pensacola, FL 32505
ATTN: Environmental Enforcement Division

Please reference case number CE 15-06-02364 with your payment. You will be charged a Returned Check Fee in accordance with Florida Statute 832.08 for each returned check.

Thank you

BR Bonner's Hauling, INC.

10231 Walbridge Street
Pensacola, FL 32534

Invoice

Date	Invoice #
1/17/2017	33

Bill To	Ship To
Escambia County Clerk Of Circuit Court Accounts Payable 221 Palafox Street Suite 140 Pensacola, FL 32502	Start: 1/9/2017 End:1/7/2017

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
170968	Net 30		1/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 2111 Town Street	150.00	150.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 2100 Blk Town Street	325.00	325.00
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1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 929 N. 63RD Avenue	325.00	325.00
1	Other	Removal of all nuisance and/or structures, trash, overgrowth, and debris Address: 273 ~~Chestnut~~ Chestnut Street	6,850.00	6,850.00

Ok Mel 1-23-17

Thank you for your business.

Total $14,975.00

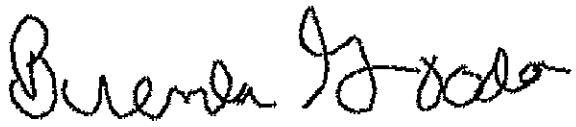
UNITED STATES POSTAL SERVICE

Date Produced: 09/07/2015

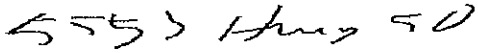
ENVIRONMENTAL ENFORCEMENT:

The following is the delivery information for Certified Mail™ item number 7199 9991 7034 6147 1098. Our records indicate that this item was delivered on 09/02/2015 at 11:08 a.m. in MILTON, FL 32571. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3162143 407083801506023631866 8

UNITED STATES POSTAL SERVICE

Date Produced: 08/10/2015

ENVIRONMENTAL ENFORCEMENT:

The following is the delivery information for Certified Mail™ item number 7199 9991 7034 6146 7015. Our records indicate that this item was delivered on 08/07/2015 at 10:26 a.m. in MILTON, FL 32571. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 5553 Hwy 90

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3162143 407083801506023631866 8

CITATION

STATE OF FLORIDA, COUNTY OF ESCAMBIA

Case Number
CE150602363

In the name of Escambia County, Florida; the undersigned certifies the he/she observed and has just and reasonable grounds to believe that on 2015-08-27 at approximately __1:29 ___ PM.

Name: PRFC PROPERTIES LLC
Address: 5553 HIGHWAY 90 W, PACE, FL 32571 DL:
RACE: DOB: H: W:

At (Location) 2111 W TOWN PENSACOLA, 32505 & 2100 BLK TOWN ST

In Escambia County, Florida, did commit the offense(s) in violation of Escambia County Ordinance Nunmber(s):

	Uncontested	Contested
COO 42-196A NUISANCE CONDITIONS	50.00	100.00
COO 42-196B TRASH & DEBRIS	50.00	100.00
COO 42-196D OVERGROWTH	50.00	100.00
TOTAL:	150.00	300.00

Reaonable Cause Summary:

ON JUNE 17, 2015 I POSTED THE ABOVE PROPERTY WITH A NOTICE OF VIOLATION FOR NUISANCE CONDITIONS, TRASH AND DEBRIS, AND OVERGROWTH. THE NOV WAS ALSO SENT TO THE OWNER REGULAR AND CERTIFIED MAIL. ON AUGUST 4, 2015, I SENT THE NOV TO THE REGISTERED AGENT FOR THE OWNER. ON AUGUST 7, 2015, AT 10:26 A.M., THE CERTIFIED MAIL WAS SIGNED FOR. TODAY, AUGUST 27, 2015, ALL VIOLATIONS REMAIN. THIS CITATION IS FOR NON-COMPLIANCE AND IT OCCURRED IN ESCAMBIA COUNTY.

_X__ Civil Infraction which DOES NOT require an Mandatory appearance in Court
___ Mandatory Court Appearance*

COURT INFORMATION: Date: _SEPTEMBER 17, 2015_ Time: _8:30_ _X___ AM ____ PM
Location: MC Blanchard Judicial Building, 190 W. Government Street, Pensacola, FL 32502

I agree to answer to the violation(s) specified in this citation and to comply with the instructions cited below in order to pay the civil penalty or contest the citation. Willful refusal to sign and accept a citation may result in arrest. I understand that my signature is not an admission of guilt or a waiver of rights.

___MAILED BY USPS_____
SIGNATURE OF VIOLATOR DATE

I swear the above and attached statements are true and correct to the best of my knowledge and belief.

Sworn to the subscribed on:

8/27/2015 1:17:53PM
SIGNATURE OF OFFICER Date / Time

IMPORTANT INSTRUCTIONS

To admit the violation(s), you must pay the civil penalty (penalties) within ten (10) days of the date of this citation. If you pay the civil penalty, you will be deemed to have admitted the civil infraction(s). Checks should be made payable to the Clerk of the Circuit Court, 190 W Government Street, Pensacola, Florida 32502, (850) 595-4185. **To contest the violation(s),** you must appear in court on the date specified in this citation. If you contest the violation(s) and after a hearing are found in violation of the provision(s) of the ordinance, you shall be guilty of a civil infraction punishable by a fine of not more than $500.00. **If you do not pay the civil penalty (penalties) within the time allowed or appear in court to contest the citation, you shall be deemed to have waived your right to contest the citation and a judgment may be entered against you for an amount up to the maximum civil penalty.**

* If you are scheduled for a **mandatory court appearance**, you do not have the option to pay the civil penalty in lieu of appearing in court. You must appear in court on the date specified in this citation. You will not receive any other notice of the date and time you are to appear.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11988 **Written Communication** **8. B.**

BCC Regular Meeting

Meeting Date: 04/06/2017

Issue: Written Communication - 3340 Dunaway Lane, Property Reference Number 14-1S-31-4302-000-004

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

March 16, 2017 - Communication from William A. Nelson regarding his desire to subdivide his property located at 3340 Dunaway Lane; Pensacola, Florida; Property Reference Number 14-1S-31-4302-000-004.

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

William A. Nelson

March 16th,2017

To: Escambia County Board of County Commissioners

C/O: Jack Brown

From: William A. Nelson

Address: 3340 Dunaway Lane Pensacola, Florida 32526

Reference Parcel ID: 14-1S-31-4302-000-004

Commissioners,

Since October of 2016 I have been trying to get an issue resolved with the above referenced Parcel which is my homestead property. Despite several trips to Planning and Zoning and numerous phone calls I feel I am getting the run around on my issue. Therefore I feel I must bring my issue to the Board of County Commissioners in an attempt to resolve this matter of the use of my property. I respectfully request a meeting with the whole Board of County Commissioners.

Respectfully,

William A. Nelson

William A. Nelson

Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

March 19, 2017

Mr. William Nelson
3340 Dunaway Lane
Pensacola, Florida 32526

RE: Subdividing Property at 3340 Dunaway Lane, Pensacola, Florida

Dear Mr. Nelson,

I am in receipt of your letter dated March 10, 2017 requesting to appear before the Board of County Commissioners to discuss subdividing your property located at 3340 Dunaway Lane, Pensacola, Florida, Property Reference Number 14-1S-31-4302-000-004, which is approximately 1.62 acres.

Your request will appear under "Written Communication" on the Thursday, April 6, 2017 Board of County Commissioners Agenda. The Board meeting begins at 5:30 p.m. in the Board's Chambers located at 221 Palafox Place, 1st Floor, Pensacola, Florida. Please arrive 15 to 20 minutes early to allow time to park, go through security and sign up to address the Board.

As you may recall, I spoke with both you and your son on the phone regarding subdividing your property. I explained that under the family conveyance provision, you may subdivide your property if your son wants to build a home on it without meeting the access and lot width requirements that are out lined in the Land Development Code.

However, it's my understanding that your son wants to sell the property instead of building a home on it. If that's the case, this may cause the potential buyer issues with obtaining a building permit and financing since the property would not meet the access or lot width requirements in the Land Development Code.

I look forwarding to meeting you and your son at the Board meeting. If you have any questions, please call me at (850) 595-4947.

Sincerely,

Jack R. Brown
County Administrator

DEVELOPMENT REVIEW - ACTIVITY TRACKING

PLEASE PRINT ALL INFORMATION

Date 2-16-17

Customer Name: William Nelson

Company:

Address: 3340 Dunaway Ln

City: Pensacola

St: Florida Zip: 32526

Parcel #(s): 14-1S-31W-302-0005

Information Requested: Divide into half acre and 1 acre lot

(for Office Use Only)

Date 2/16/17

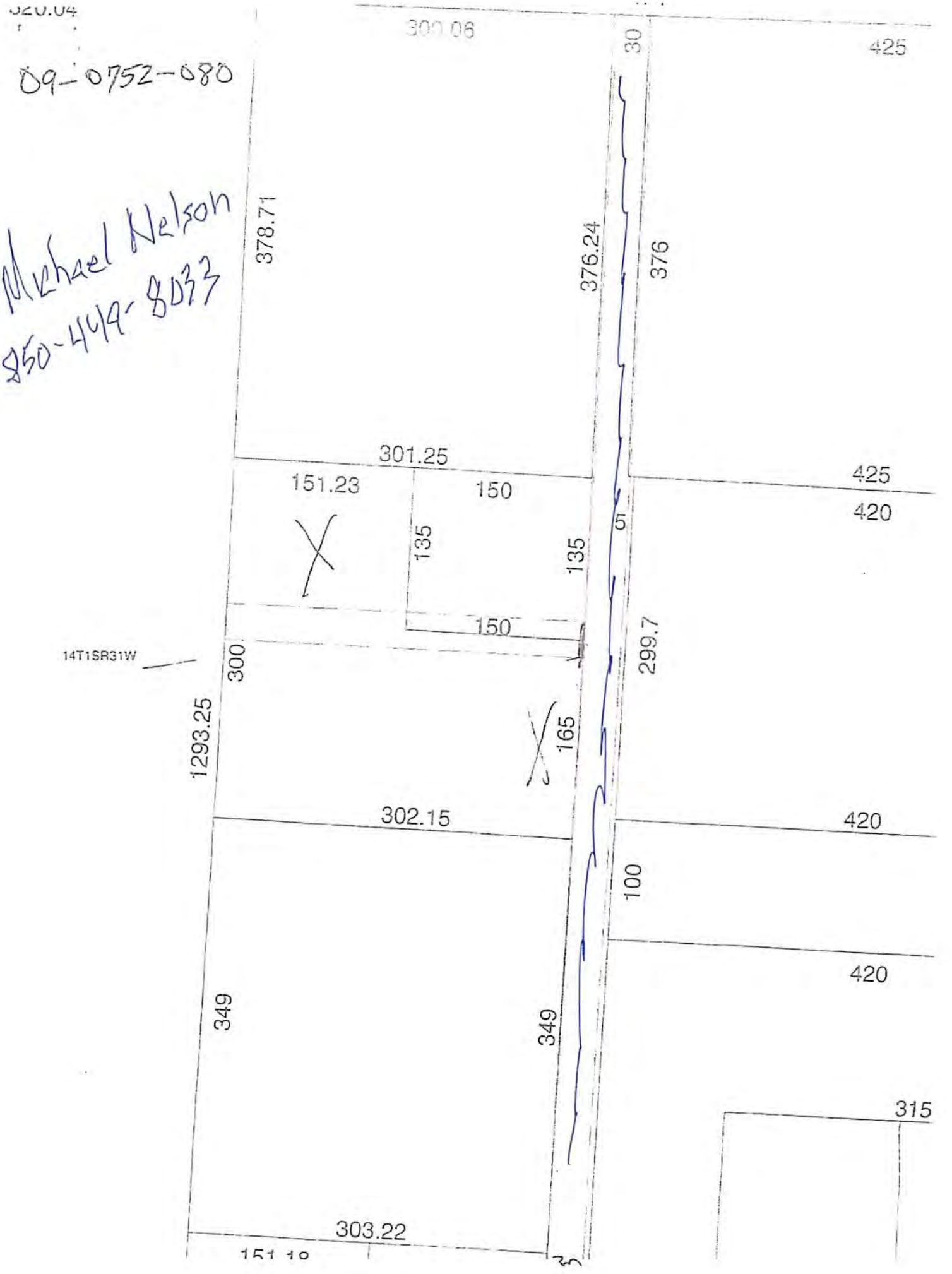
Assisted by: (Check ✓ One)

- [x] Barbara Winns
- [ ] Brad Bane
- [ ] Brenda Wilson
- [ ] Caleb MacCartee
- [ ] Christina Smith
- [ ] Roza Sestnov
- [ ] Terry Williams
- [x] Other Staff — Name: Horace Jones

Information Provided: MDR/MU-U/Applicant want to subdivide/split property lessen with home

Additional Information: (If Any)

02.13.17


320.04
09-0752-080
Michael Nelson
850-449-8033
300.06
30
425
378.71
376.24
376
301.25
425
151.23
150
420
135
135
5
150
14T1SR31W
300
299.7
1293.25
165
302.15
420
100
420
349
349
315
303.22
151.18

.950
533.40

OR BK 5108 PG0322
Escambia County, Florida
INSTRUMENT 2003-080055

DEED DOC STAMPS PD @ ESC CO $ 533.40
04/08/03 ERNIE LEE MAGAHA, CLERK
By:

PREPARED BY:
RECORD & RETURN TO:
Prepared by: Crystal B. Davis
Lawyers Title Agency of North Florida, Inc.
721 East Gregory Street
Pensacola, FL 32501

ANO 09-0152-082

File No: PNS-03-00813

This Warranty Deed

Made this 25th day of March, 2003
by Melanie Kay Martin a/k/a Melanie K. Martin, an unmarried woman ,
hereinafter called the grantor, to
Todd William Page , and Tammy Lynn John Joint tenants with rights of survivorship,
whose post office address is: 3360 Dunaway Lane, Pensacola, FL 32526
hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the parties to this instrument and the eirs, 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 considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

- see attached Schedule "A" for legal description –

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 14-1S-31-4302-001-004

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 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: and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2002.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: Bobbi Taylor
Print Name: Bobbi Taylor

2nd Witness Sign: Crystal B. Davis
Print Name: Crystal B. Davis

Melanie Kay Martin
Melanie Kay Martin

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 25th day of March, 2003, by Melanie Kay Martin, an unmarried woman who is personally known to me or who has produced Driver's License as identification

Notary Signature: Crystal B. Davis
Print Name: Crystal B. Davis
My Commission Expires: State of Florida My Comm. Exp. Sept. 12, 2005 Comm. # DD 032497
(SEAL)

OR BK 5108 PG0323
Escambia County, Florida
INSTRUMENT 2003-080055

EXHIBIT "A"

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 14, Township 1 South, Range 31 West, Escambia County, Florida; thence West along the South line of Section 14 a distance of 440.00 feet; thence North 0°28'59" East a distance of 825.00 feet; thence South 89°59'54" West a distance of 15.00 feet to the Point of Beginning; thence continue same course a distance of 150.00 feet; thence North 0°28'59" East a distance of 135.00 feet; thence North 89°59'54" East a distance of 150.00 feet; thence South 0°28'59" West a distance of 135.00 feet to the Point of Beginning.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR EGRESS AND INGRESS, ON, OVER AND ACROSS A STRIP OF PROPERTY 30 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 14, Township 1 South, Range 31 West, Escambia County, Florida; thence North 90°00'00" West along the South line of Section 14 (centerline of Dunaway Lane, 66' R/W) a distance of 440.00 feet; thence North 0°28'59" East a distance of 33.00 feet to the North right-of-way line of said Dunaway Lane for the Point of Beginning of Leg "A"; thence continue same course a distance of 777.00 feet to a point hereinafter referred to as Point "A"; thence continue same course a distance of 526.12 feet to the termination of Leg "A"; thence commencing again at the aforesaid Point "A" for the Point of Beginning of Leg "B"; thence South 89°59'54" West a distance of 316.87 feet to the termination of Leg "B".

OR BK 5108 PG0324
Escambia County, Florida
INSTRUMENT 2003-080055

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V required 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 acknowledgment by the County of the veracity of any disclosure statement.

Name:
Legal Address of Property: **3360 Dunaway Lane**

The County (X) has accepted ( ) has not accepted the above abutting roadway for maintenance at the above address.

This form completed by: **Escambia County Road Department**
601 Hwy 297A
Cantonment, Florida 32533

AS TO SELLER (S)

Seller's Name: ~~Melanie Kaye Martin~~

Seller's Name: _____

Witness' Name: Bobbi Taylor

Witness' Name: Crystal Davis

AS TO BUYER(S)

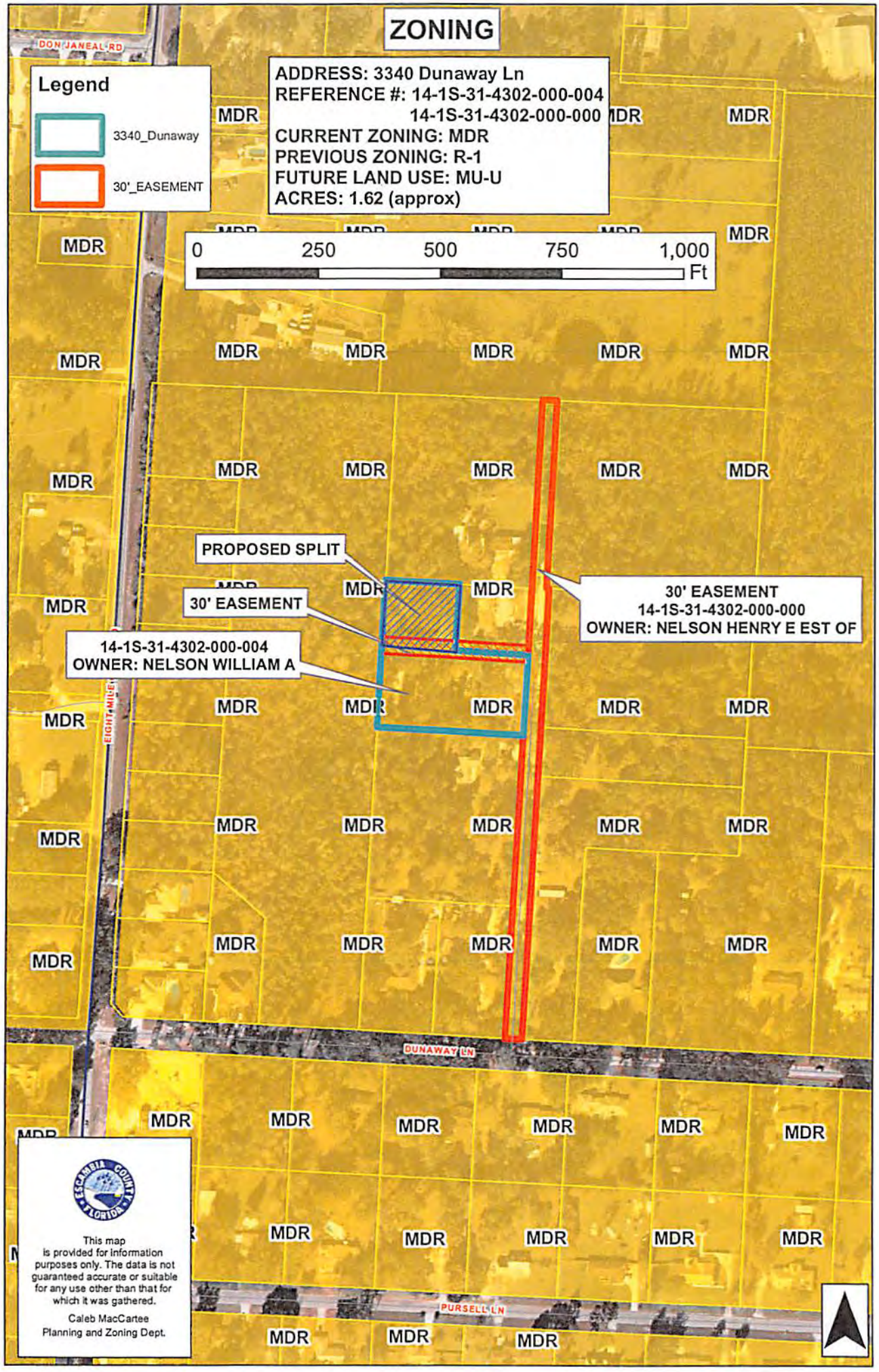
Buyer's Name: Todd William Page

Buyer's Name: Tammy Lynn John

Witness' Name: Bobbi Taylor

Witness' Name: Joan I Byrd

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective 4/5/95


ZONING
ADDRESS: 3340 Dunaway Ln
REFERENCE #: 14-1S-31-4302-000-004
14-1S-31-4302-000-000
CURRENT ZONING: MDR
PREVIOUS ZONING: R-1
FUTURE LAND USE: MU-U
ACRES: 1.62 (approx)
Legend
3340_Dunaway
30'_EASEMENT
0 250 500 750 1,000 Ft
DON JANEAL RD
EIGHT MILE
DUNAWAY LN
PURSELL LN
PROPOSED SPLIT
30' EASEMENT
14-1S-31-4302-000-004
OWNER: NELSON WILLIAM A
30' EASEMENT
14-1S-31-4302-000-000
OWNER: NELSON HENRY E EST OF
MDR
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.
Caleb MacCartee
Planning and Zoning Dept.

ESCAMBIA COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES
3300 NORTH PACE BOULEVARD #300
PENSACOLA, FLORIDA 32505

March 11, 2003

OR BK 5108 PG0325
Escambia County, Florida
INSTRUMENT 2003-080055

Melanie K. Martin
c/o Crystal Davis
2100 Creighton Road
Pensacola, FL 32504

RE: Three Bedroom
Single Family Residence
3360 Dunaway Road
Pensacola, FL 32526
Parcel ID: 14-1S-31-4302-001-004

Dear Ms. Martin:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location. The condition(s) stated below outline the department's assessment of the OSTDS:

The premise has been occupied for a considerable time and no overflows were observed at the time of the inspection. The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. However, a limited external inspection of the tank did not reveal any structural deficiencies.

The drainfield system was probed and the soil adjacent to the drainfield was augured to assess the system's functionality. Minor to moderate root intrusion was found in the tank and drainfield areas. This root intrusion could potentially alter the system's functionality in the future. Also, it was determined that the drainfield does not have the proper separation from the seasonal high water table based on Florida Administrative Code 64E-6. In the event a repair to the OSTDS is warranted in the future, the drainfield may need to be modified to meet the code requirements. These items are for information only. The system appeared to be operating properly at the time of our inspection.

This letter will be honored for a period of six months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely,

Mary M. Beverly, REHS
Environmental Supervisor I

MMB/sm
OSTDS # 03-4651
c: Crystal Davis, facsimile 474-9911

RCD Apr 08, 2003 05:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-080055

Borrower's Acknowledgment and Receipt: X:.....

X:.....

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11916 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:31 p.m. Public Hearing - Vacate a Portion of Rawson Lane
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing to consider the Petition to Vacate a portion of Rawson Lane.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Rawson Lane:

A. Approve or deny the Petition to Vacate a portion of Rawson Lane as petitioned by Pensacola Christian College, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Pensacola Christian College, Inc. (PCC) owns the majority of the property along both sides of this portion of Rawson Lane, lying north of Brent Lane and south of Airport Boulevard. Rawson Lane is a paved, county-maintained road (R/W varies). PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane into their future plans. PCC is requesting that the Board vacate any interest the county has in this portion of Rawson Lane (approximately 3.14 acres) lying north of Brent Lane and south of Airport Boulevard. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title of the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this Vacation request.

It should be noted that AT&T, Cox Communications, ECUA, Gulf Power, and Pensacola

Energy are all requiring utility easements within this portion of Rawson Lane.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or the Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Petition to Vacate
Aerial Map
Hold Harmless
Resolution
Noice of Adoption
Certification of Property Owners
Traffic Study Maps

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

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of Rawson Lane lying between Airport Boulevard and Brent Lane in Escambia County, Florida, a copy of a map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of

State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

2. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in:

Section 35, Township 1 South, Range 30 West (35-1S-30); and
Section 48, Township 1 South, Range 30 West (48-1S-30),

portions of which are recorded in: O.R. Book 4151, Page 80; O.R. Book 5729, Pages 1625 and 1627; O.R. Book 6059, Page 1893; and O.R. Book 5475, Page 894 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

PETITIONER:

PENSACOLA CHRISTIAN COLLEGE, INC.

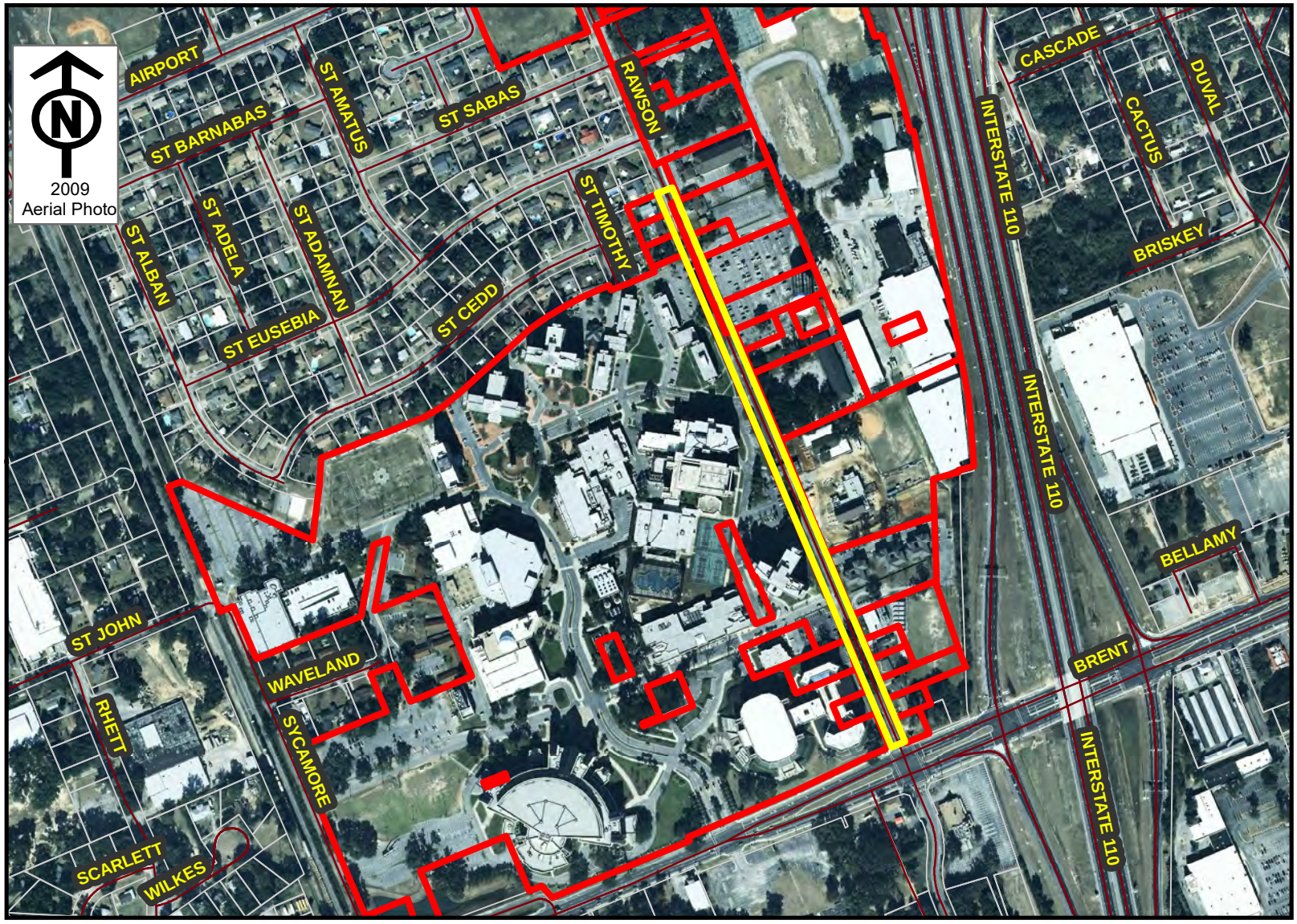
By: _____
Gary East, Treasurer

PETITIONER'S MAILING ADDRESS:
Post Office Box 18000
Pensacola, Florida 32523

AGENT FOR PETITIONER:
Stephen B. Shell
Shell, Fleming, Davis & Menge
226 Palafox Place, Ninth Floor
Pensacola, Florida 32502
(850) 434-2411 phone
(850) 435-1074 fax
sshell@shellfleming.com

April 14th, 2016

REQUEST TO VACATE A PORTION OF RAWSON LANE
Petitioner: PENSACOLA CHRISTIAN COLLEGE, INC
Agent: STEPHEN B. SHELL



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/25/16 DISTRICT 4

Petitioner's Property

Area Requesting to be Vacated

HOLD HARMLESS AGREEMENT

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

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

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

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

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the

westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

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

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

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

Executed in the presence of:

Kelly Smith
Witness

Kelly Smith
Print name

Karen Zila
Witness

Karen Zila
Print name

PENSACOLA CHRISTIAN COLLEGE, INC.

By: Troy Shoemaker
Troy Shoemaker, President

Date: 11/16/16

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of November, 2016, by Troy Shoemaker, as President of Pensacola Christian College, Inc. He is (X) personally known to me, (___) produced current Florida/Other _____ driver's license as identification, and/or (___) produced current _____ as identification.

(Notary Seal must be affixed)

EVIE LOOMER
MY COMMISSION # EE 851778
EXPIRES: February 1, 2017
Bonded Thru Budget Notary Services

Evie Loomer
Notary Public
Print name: EVIE LOOMER
Commission Expires: 2-1-2017
Commission Number: EE 851778

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Douglas B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

WHEREAS, PENSACOLA CHRISTIAN COLLEGE, INC. has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20’00” East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records

of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20’00” East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

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

WHEREAS, Petitioner, PENSACOLA CHRISTIAN COLLEGE, INC., has caused to be published on March 22, A.D., 2017, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m., on April 6, 2017 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby

surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the described vacated area remaining subject to a utility easement in favor of Gulf Power Company, AT&T, Cox Cable Company, Emerald Coast Utilities Authority (ECUA) and Energy Services of Pensacola (ESP):

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of
State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance

of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on _____, A.D., 2017, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20’00” East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of

State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20’00” East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

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

Dated this _____day of _____, A.D., 2017.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 2500 FEET

The undersigned Agent for the Petitioner does hereby certify that the individuals whose names and addresses are attached as Exhibit A, represent all of those individuals owning property which lies within 2500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, as determined from the Escambia County Property Appraisers digital and publicly available records as of March 15, 2017.

Kenneth Horne, PE, Agent for Petitioner
FL 40149

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Kenneth Horne, agent for Pensacola Christian College, Inc. (X) who is personally known to me or ( ) who has produced _____ as identification, and who is known to me to be the individual described in and who acknowledged that he executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 15th day of March, A.D., 2017.

Belinda G. Rowell
Notary Public

Belinda G. Rowell
Print or type name

Commission Number: GG 24815
Commission Expires: 11/7/2020

BELINDA G. ROWELL
NOTARY PUBLIC, STATE OF FLORIDA
Commission No. GG 24815
My Commission Expires Nov. 7, 2020

EXHIBIT "A"
Public Notification List

Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
40279000	351S305000005007	245 AIRPORT BLVD LLC	4537 BOSTIC LN	PACE, FL 32571	245 AIRPORT BLVD
43193140	481S303100000004	390 SELINA STREET LLC	390 SELINA ST	PENSACOLA, FL 32503	390 SELINA ST
43558500	481S307215000005	5498 LLC	9120 MIDLOTHIAN TURNPIKE	RICHMOND, VA 23235	5498 N DAVIS HWY
43557000	481S307214000000	5500 OFFICE LLC	5498 N DAVIS HWY	PENSACOLA, FL 32503	FONTAINE ST
43562000	481S307220000000	ADRENALINE JUNKIE LLC	PO BOX 4634	PENSACOLA, FL 32507	5514 N DAVIS HWY
40041000	351S302101036002	AIRPORT INVESTMENTS LLC	9389 HAMMAN AVE	PENSACOLA, FL 32514	402 OKALOOSA AVE
40075600	351S302101011007	AIRPORT INVESTMENTS LLC	9289 HAMMAN AVE	PENSACOLA, FL 32514	423 OKALOOSA AVE
40318000	351S305000008009	ALLEN LAWRENCE G &	5628 ST ADELA AVE	PENSACOLA, FL 32503	5628 ST ADELA AVE
40314000	351S305000004009	ALVERSON NATALIE N	5632 ST ADELA ST	PENSACOLA, FL 32503	5632 ST ADELA ST
43387000	481S306101001029	AMAN T A LIFE ESTATE	1106 PARK LN	GULF BREEZE, FL 32563	522 E AMBER ST
40272000	351S305000200006	AMERI AUTO LLC	310 BEVERLY PKWY	PENSACOLA, FL 32505	288 AIRPORT BLVD
40210500	351S305000110001	ANDERSON KENNETH G	9564 MEREDITH DR	BATON ROUGE, LA 70815	5800 BLK ST BENEDICT AVE
40377515	351S305000006014	ANDERSON RICARDO &	255 ST EUSEBIA ST	PENSACOLA, FL 32503	255 ST EUSEBIA ST
40341500	351S305000010011	ANTONIOUS GEORGE B	8878 SCENIC HWY	PENSACOLA, FL 32514	5640 ST AMATUS AVE
40566000	351S307303000002	APAC-SOUTHEAST INC	PO BOX 385025	BIRMINGHAM, AL 35238	6000 BLK ST ELMO ST
43140020	481S302110000002	ARCP WE PENSACOLA FL LLC	C/O RYAN LLC, PO BOX 460369, DEPT 100	HOUSTON, TX 77056	5303 N DAVIS HWY
40077000	351S302101018007	ARD LINDA F	410 JAYSEN CT	PENSACOLA, FL 32503	JAYSEN CT
43193124	481S303100010001	ARMSTRONG ELECTRIC COMPANY INC	4920 CHANEY ST	PENSACOLA, FL 32503	300 BLK SELINA ST
40446058	351S307001000007	ARMSTRONG JAMES E &	5128 CEDAR ST	GULF BREEZE, FL 32563	6125 LUTHER ST
40101000	351S302101004010	ARNOLD JOHN GABRIEL	5625 WALTON ST	PENSACOLA, FL 32503	5617 WALTON ST
40464100	351S307105000001	ARNOLD JOHNNIE L &	374 GETTYSBURG DR	PENSACOLA, FL 32503-7529	6267 FERGUSON DR C
40487586	351S307114006004	ARNOLD SAMUEL W & MARGARET	606 CALABASH CT	SUMMERVILLE, SC 29483	412 HANCOCK LN
40464000	351S307105000000	ARNOLD TERESSA 1/3 INT	6271 FERGUSON DR	PENSACOLA, FL 32503	6267 FERGUSON DR C
40100000	351S302101001010	ARNOLD THOMAS B & JOHNNIE E	5625 WALTON ST	PENSACOLA, FL 32503	5625 WALTON ST
40569200	351S307304002001	ASSEMBLY OF CHRISTIAN CHURCHES INC	5811 ST ELMO ST	PENSACOLA, FL 32503	5800 BLK ST ELMO ST
43185000	481S302114000022	ATZ ENTERPRISE INC	5331 BELLAMY ST	PENSACOLA, FL 32503	5331 BELLAMY ST
43294000	481S305001000049	AYLIFFE CARL M	1004 DOMINGUEZ ST	PENSACOLA, FL 32505	383 E ROYCE ST
40166000	351S303307000000	BAER LEONARD L	187 GRUENWALD AVE	NEENAH, WI 54956-2210	OKALOOSA WEST END OF
40381000	351S305000004018	BAILEY DIANN L	6079 ST ALBAN AVE	PENSACOLA, FL 32503	6079 ST ALBAN AVE
43291000	481S305001000045	BAILEY WESLEY S &	391 ROYCE ST	PENSACOLA, FL 32503	391 ROYCE ST
40201500	351S305000020001	BAKER ANTHONY & BEVERLY K	5802 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5802 ST BENEDICT AVE
40225000	351S305000008003	BAKER BENNI TRUSTEE FOR RAWSON LAND TRUST	PO BOX 6259	PENSACOLA, FL 32503	5812 RAWSON LN
40122500	351S302101001013	BALDWIN CLEOPHAS	5525 CACTUS RD	PENSACOLA, FL 32503	5525 CACTUS RD
40445120	351S307000005003	BALDWIN ESSIE O	6191 RINGOLD CIR	PENSACOLA, FL 32503	6191 RINGGOLD CIR
40438000	351S307000001002	BALLARD WILLIAM E & JOSEPHINE R	5825 RINGGOLD DR	PENSACOLA, FL 32503	5825 RINGGOLD DR
40367515	351S305000013012	BANCROFT MYRNA T	248 SAINT EUSEBIA ST	PENSACOLA, FL 32503	248 ST EUSEBIA ST
40107500	351S302101022011	BARFIELD NANCY 1/6 INT	22 WHITE PLAINS DRIVE	NASHUA, NH 03062	5504 DUVAL ST
43093000	481S301600000000	BAROCO ELECTRIC CONSTRUCTION COMPANY	75 BRENT LN	PENSACOLA, FL 32503-2201	75 BRENT LN
40211000	351S305000001002	BASS MILLIE T	5801 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5801 ST BENEDICT AVE
40251000	351S305000014005	BASSHAM JOHN H JR	3175 KING ST	PENSACOLA, FL 32526	280 ST PATRICK AVE
43529000	481S307102000000	BCSCF ENTERPRISES LLC	530 JAMES RIVER RD	GULF BREEZE, FL 32561	534 PHYLLIS ST
40466000	351S307107000000	BEATRICE PLACE CONDOMINIUMS LLC	PO BOX 5736	HUNTSVILLE, AL 35814	440 HANCOCK LN
40445155	351S307000001004	BEAUFORD MABLE L	C/O PATRICK BEAUFORD, 107 SOUTHERN ST	PENSACOLA, FL 32503	425 HANCOCK LN
40435000	351S307000100001	BECK JOHN D	5824 RINGGOLD DR	PENSACOLA, FL 32503	5824 RINGGOLD DR
40306000	351S305000012008	BECK RODNEY & JENNIFER L	9024 BAYWOOD PARK DR	SEMINOLE, FL 33777-4629	6070 ST ALBAN AVE
40128000	351S302101024013	BELL BELINDA BAILEY	5501 CACTUS RD	PENSACOLA, FL 32503	5501 CACTUS RD
40355500	351S305000150011	BELL DONALD V	281 AIRPORT BLVD	PENSACOLA, FL 32503	281 AIRPORT BLVD
40442000	351S307000005002	BELL LEROY JR & ALYCE P	C/O PAMELA SHELTON, 416 MAYBERRY ST	CANTONMENT, FL 32533	5817 RINGGOLD DR
43549000	481S307208000001	BELSER GENE L II	529 FONTAINE ST	PENSACOLA, FL 32503	529 E FONTAINE ST
40258000	351S305000060006	BENNETT JOHN J	275 ST PATRICK AVE	PENSACOLA, FL 32503	275 ST PATRICK AVE
40301000	351S305000007008	BENSON LEROY M & MARY ANN	5623 ST ADELA AVE	PENSACOLA, FL 32503	5623 ST ADELA ST
40372000	351S305000003013	BERE MARY JANE TRUSTEE	280 SAINT SABAS ST	PENSACOLA, FL 32503	290 ST SABAS ST
40376000	351S305000007013	BERE PAMELA R &	280 ST SABAS ST	PENSACOLA, FL 32503	280 ST SABAS ST
40446061	351S307001000010	BETTS SOLOMON S &	6100 LUTHER ST	PENSACOLA, FL 32503	6100 LUTHER ST
40061000	351S302101008005	BKW INC	5607 DUVAL ST	PENSACOLA, FL 32503	5613 DUVAL ST
40173300	351S304104000003	BLACKBURN LARRY D & MARVINA G	5406 SYCAMORE DR	PENSACOLA, FL 32503	5406 SYCAMORE DR
40468700	351S307108000008	BLACKMON EDWARD R &	6502 UNION DR	ARLINGTON, TX 76002	404 LADYBIRD LN
40286000	351S305000012007	BOCCHINO FRANK J & HAFDIS	230 SAINT BARNABAS ST	PENSACOLA, FL 32503	230 ST BARNABAS ST
40374000	351S305000005013	BOWEN WILLIAM R JR & DIANN D	292 ST SABAS ST	PENSACOLA, FL 32503	292 ST SABAS ST
40114000	351S302101017012	BRADLEY JOSIE	5513 DUVAL ST	PENSACOLA, FL 32503	5513 DUVAL ST

EXHIBIT "A"
Public Notification List

Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
40583020	351S307500000003	BRADY WILLIAM J &	1406 KATHLEEN AVE	CANTONMENT, FL 32533	6205 LUTHER ST
40417000	351S305102000024	BRAXTON ANN JERALDINE TRUSTEE	5437 RAWSON LN	PENSACOLA, FL 32503	5437 RAWSON LN
40390518	351S305000023018	BRENT LAND CO INC	C/O PATRICK G EMMANUEL, PO BOX 1271	PENSACOLA, FL 32591-1271	N SYCAMORE ST
43097100	481S301602000003	BRENT LANE PROPERTIES INC	1401 E BELMONT ST	PENSACOLA, FL 32501-4321	81 BRENT LN
40446056	351S307001000005	BROADWATER JONATHAN H &	6145 LUTHER ST	PENSACOLA, FL 32503	6145 LUTHER ST
40446066	351S307001000015	BROWN CATHERINE O	6150 LUTHER ST	PENSACOLA, FL 32503	6150 LUTHER ST
40252000	351S305000015005	BROWN JONATHAN C &	282 ST PATRICK AVE	PENSACOLA, FL 32503	282 ST PATRICK AVE
40444100	351S307000007002	BROWN LEE K & THERESA W	5811 RINGGOLD DR	PENSACOLA, FL 32503	5811 RINGGOLD DR
40275000	351S305000001007	BROWN MARK E	6092 ST ALBAN ST	PENSACOLA, FL 32503	6092 ST ALBAN ST
40219000	351S305000001003	BROWN TIMOTHY H & LINDA J	300 AIRPORT BLVD	PENSACOLA, FL 32503	300 AIRPORT BLVD
40245000	351S305000008005	BROWNING STEPHANIE A	268 ST PATRICK AVE	PENSACOLA, FL 32503	268 ST PATRICK AVE
40307000	351S305000013008	BUCY BRIAN L & REBECCA L	6072 ST ALBAN AVE	PENSACOLA, FL 32503	6072 ST ALBAN ST
40342500	351S305000020011	BURGIN EDNA KAY M &	2450 WYATT ST	PENSACOLA, FL 32514-7762	5638 ST AMATUS DR
40377630	351S305000019015	BURKE STEPHEN J &	22 ST CEDD AVE	PENSACOLA, FL 32503	222 ST CEDD AVE
40377580	351S305000009015	BUSTAMANTE FRANCISCO D & ELISA C	237 SAINT EUSEBIA ST	PENSACOLA, FL 32503	237 ST EUSEBIA ST
40377600	351S305000013015	CALBERT ROBERT P JR & CANDYCE I	246 ST CEDD AVE	PENSACOLA, FL 32503	246 ST CEDD AVE
40572000	351S307305000001	CALKINS GLEN M & JACQUELYN L	5912 ST ELMO ST	PENSACOLA, FL 32503	5912 ST ELMO ST
43540200	481S307109000002	CALQUOTA LLC	527 BRENT LN	PENSACOLA, FL 32503	527 BRENT LN
40377645	351S305000022015	CAMPBELL FRED & PHYLLIS D	202 SAINT CEDD AVE	PENSACOLA, FL 32503	202 ST CEDD AVE
43225000	481S303120000000	CANTRELL FOODS LLC	433 HARRISON AVE	PANAMA CITY, FL 32401	
40044000	351S302101063002	CARAVEKA LLC	8963 PENSACOLA BLVD	PENSACOLA, FL 32534	432 OKALOOSA AVE
43368500	481S306101001012	CARSON LOVELL BUNT INC	21 S TARRAGONA ST STE 102	PENSACOLA, FL 32502	5020 N DAVIS HWY
40043000	351S302101060002	CARTER ELMER JR	426 OKALOOSA AVE	PENSACOLA, FL 32503	426 OKALOOSA AVE
40600000	351S309000000018	CARTER MARGIE ANN	4647 TRADEWINDS CIR	PENSACOLA, FL 32514	128 CUMMINGS RD
43193135	481S303100014001	CASEY HYMAN PROPERTIES LLC	5650 DIXIE DR STE A	PENSACOLA, FL 32503	
40091000	351S302101010009	CASH DANIEL A & TERRIE A	7057 LONGLEAF CREEK DR	PENSACOLA, FL 32526	5618 WALTON ST
40575000	351S307305003001	CASSIANO CAROL LEE	8756 SCENIC HILLS DR	PENSACOLA, FL 32514	266 AIRPORT BLVD
40220000	351S305000003003	CERRATO DANIELLE TRUSTEE FOR	5802 RAWSON LN	PENSACOLA, FL 32503	5802 RAWSON LN
40566500	351S307303001002	CHADBOURNE E M INDUSTRIES LLC	192 HEWITT ST	PENSACOLA, FL 32503	6000 ST ELMO ST BLK (OFF OF)
43194520	481S303101006001	CHADBOURNE LAND CO	192 HEWITT ST	PENSACOLA, FL 32503	192 HEWITT ST
40130000	351S303101000001	CHAPMAN MARK 1/5 INT &	8365 LOFTON DR	PENSACOLA, FL 32514	5524 TAMARACK ST
40644000	351S309001000029	CHAPPELL TODD F & JADINE R	30 WILKES DR	PENSACOLA, FL 32503	30 WILKES DR
40138000	351S303101009001	CHAVIS DONALD E	4676 SWAMP CREEK LN	MILTON, FL 32583	5523 TAMARACK ST
43217000	481S303115000000	CHILDS CROWLEY 1/5 INT	921 CANDLESTICK DR	PENSACOLA, FL 32534	5205 HONEYSUCKLE LN
43218100	481S303115000002	CHILDS FESTUS R 1/4 INT	921 CANDLESTICK DR	PENSACOLA, FL 32514	5200 BLK HONEYSUCKLE LN
43193117	481S303100003001	CINTAS CORPORATION NO 1	PO BOX 625737	CINCINNATI, OH 45262-2737	5600 DIXIE DR
43541000	481S307201000000	CJS CHECKERS PENSACOLA LLC	C/O ORION INVESTMENT & MANAGEMENT LTD, 200 BISCAYNE BLVD 6TH FLOOR	MIAMI, FL 33131-5310	5300 N DAVIS HWY
40377595	351S305000012015	CLARK DORIS M	250 ST CEDD AVE	PENSACOLA, FL 32503	250 ST CEDD AVE
40063000	351S302101016005	CLARK HOLDINGS OF NORTHWEST	5574 MEADOW LARK	MILTON, FL 32570	5603 DUVAL ST
40297000	351S305000003008	CLICK STEPHEN J	5631 ST ADELA AVE	PENSACOLA, FL 32503	5631 ST ADELA ST
43243000	481S303136000000	CLOPTON CEMETERY ASSOCIATION INC	7007 RICHARD LN RD	MILTON, FL 32583	440 SELINA ST
40337000	351S305000012010	COBB TRUDELL NELSON	5609 ST AMATUS AVE	PENSACOLA, FL 32503	5609 ST AMATUS RD
43372000	481S306101001017	COBERN WILLARD L	2776 PAZ PL	PENSACOLA, FL 32506	529 E CORDAY ST
40378000	351S305000001018	CODDINGTON MIRIAM N	779 LOBLOLLY BAY DR	SANTA ROSA BEACH, FL 32459	6093 ST ALBAN
40097000	351S302101031009	COFFEY CHRISTOPHER G & JULIE A	444 TANGLEWOOD DR	PENSACOLA, FL 32503	5519 N DAVIS HWY
40447000	351S307100000002	COLSTON JOHNETTA C	388 HANCOCK LN	PENSACOLA, FL 32503	300 BLK HANCOCK
40366000	351S305000008012	CONRAD SHELA	297 SAINT SABAS ST	PENSACOLA, FL 32503	297 ST SABAS ST
40292000	351S305000018007	COOK GREGORY A &	218 ST BARNABAS ST	PENSACOLA, FL 32503	218 ST BARNABAS ST
40105000	351S302101017011	COOK TIMOTHY E	5508 DUVAL ST	PENSACOLA, FL 32503	5508 DUVAL ST
40339000	351S305000014010	CORBETT DAVID G & SYLVIA E	5622 ST ADAMNAN AVE	PENSACOLA, FL 32503	5622 ST ADAMNAN AVE
43205200	481S303104000003	CORDAY INDUSTRIAL PROPERTIES LLC	645 GREYSTONE PARK NE	ATLANTA, GA 30324	225 BRENT LN
40222000	351S305000005003	COREY DONALD E	5808 RAWSON LN	PENSACOLA, FL 32503	5806 RAWSON LN
40173000	351S304104000000	COTITA DIANA C &	203 WAVELAND ST	PENSACOLA, FL 32503	203 WAVELAND ST
40388000	351S305000011018	CRAWFORD WILLIAM F &	1533 LORD RD	COMMERCE, GA 30530	6067 ST ALBAN AVE
40256000	351S305000040006	CREIGHTON EUGENIA A TRUSTEE FOR	279 ST PATRICK AVE	PENSACOLA, FL 32503	279 ST PATRICK AVE
40255000	351S305000030006	CROLEY DEBRA	281 SAINT PATRICK AVE	PENSACOLA, FL 32503	281 ST PATRICK AVE
40299000	351S305000005008	CROSBY VICTOR I & CHARLENE J	5627 ST ADELA ST	PENSACOLA, FL 32503	5627 ST ADELA ST
43194000	481S303101000000	CSX TRANSPORTATION, INC.	C/O TAX DEPT FAMILY LRS, 500 WATER ST # C910	JACKSONVILLE, FL 32202-4420	200 BLK AMBER ST
43194400	481S303101004001	CT PROPERTIES I INC	1401 E BELMONT ST	PENSACOLA, FL 32501	4901 CHANEY ST
40313000	351S305000003009	CUBITT MARY ANN EST OF &	5195 FLAX RD	PENSACOLA, FL 32504	5633 ST ADAMNAN AVE

EXHIBIT "A"
Public Notification List

Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
40448000	351S307100000003	D & E PROPERTY SOLUTIONS	3707 SUNNYSIDE ST	PENSACOLA, FL 32507	399 HANCOCK LN
40455500	351S307103003002	DAILEY WILLIE F &	415 HANCOCK LN	PENSACOLA, FL 32503	415 HANCOCK LN
40455400	351S307103002002	DALE VANESSA L &	411 HANCOCK LN	PENSACOLA, FL 32503	411 HANCOCK LN
43195100	481S303102000001	DAMIANS ENTERPRISES INC	5100 SYCAMORE DR	PENSACOLA, FL 32503	5100 SYCAMORE DR
40348500	351S305000080011	DAVIS D C EST OF	6069 SAINT CLOUD DR	PENSACOLA, FL 32503	6069 ST CLOUD DR
40446062	351S307001000011	DAVIS ELIZABETH B	461 E ENSLEY ST	PENSACOLA, FL 32514-2904	6110 LUTHER ST
40693000	351S309002010007	DAVIS ETHEL DELORIS	1941 WARBLER LN	SAINT PAUL, MN 55119	100 BLK MEMORY LN
40262000	351S305000100006	DAVIS JANE E	268 AIRPORT BLVD	PENSACOLA, FL 32503	268 AIRPORT BLVD
43363000	481S306101002010	DAVIS MORETTE PROPERTIES INC	P O BOX 13452	PENSACOLA, FL 32591	512 CORDAY ST
43558000	481S307215000000	DAVIS PARK MEDICAL ASSN OF PENSACOLA INC	C/O SARKHOCHE, 2 HYDE PARK RD	PENSACOLA, FL 32503	5500 N DAVIS HWY
40350500	351S305000100011	DAVIS WILLIAM C	6073 ST CLOUD DR	PENSACOLA, FL 32503	6073 ST CLOUD DR
40367510	351S305000012012	DAVIS WILLIAM M & JANICE D	250 ST EUSEBIA ST	PENSACOLA, FL 32503	250 ST EUSEBIA ST
40240000	351S305000003005	DEBELL PATRICK	275 ST AUGUSTINE AVE	PENSACOLA, FL 32503	275 ST AUGUSTINE AVE
40439000	351S307000002002	DEBROW ANGELO & SANDRA	5821 RINGGOLD DR	PENSACOLA, FL 32503	5821 RINGGOLD DR
43274000	481S305001000015	DEL GALLO ANTHONY	317 E SELINA ST	PENSACOLA, FL 32503	317 E SELINA ST
40289000	351S305000015007	DELUCA ANTHONY	224 ST BARNABAS ST	PENSACOLA, FL 32503	224 ST BARNABAS ST
40109600	351S302101004012	DENMAN JOHN A	1320 TONI ST	PENSACOLA, FL 32504	5525 DUVAL ST
40574000	351S307305002001	DIAMOND JAMES E JR LIFE EST	5902 ST ELMO ST	PENSACOLA, FL 32503	5902 ST ELMO ST
40308000	351S305000014008	DIPPEL DONALD A SR	6074 ST ALBAN AVE	PENSACOLA, FL 32503	6074 ST ALBAN AVE
43231025	481S303126000001	DOC 5101 NORTH DAVIS HIGHWAY MOB LLC	C/O ALTUS GROUP US INC, PO BOX 92129	SOUTHLAKE, TX 76092	5101 N DAVIS HWY
43361000	481S306101002009	DOC 5150 NORTH DAVIS HIGHWAY MOB LLC	C/O ALTUS GROUP US INC, PO BOX 92129	SOUTHLAKE, TX 76092	5150 N DAVIS HWY
40214000	351S305000004002	DOMINGUE VOGTS TASHA M	5807 ST BENEDICT AVE	PENSACOLA, FL 32503	5807 ST BENEDICT AVE
40377640	351S305000021015	DUBE NATHAN M & MEGHANN M	210 SAINT CEDD AVE	PENSACOLA, FL 32503	210 ST CEDD AVE
40323000	351S305000014009	DUBOIS NINA B &	5615 ST ADAMNAN AVE	PENSACOLA, FL 32503	5615 ST ADAMNAN AVE
40362000	351S305000004012	DURRAND JOHN E &	289 ST SABAS ST	PENSACOLA, FL 32503	289 ST SABAS ST
40142700	351S303101016001	DWYER PATRICK M	5519 TAMARACK ST	PENSACOLA, FL 32503	5519 TAMARACK ST
43266000	481S305001000001	EAST BRENT BAPTIST CHURCH	4801 N DAVIS HWY	PENSACOLA, FL 32503	4801 N DAVIS HWY
43276500	481S305001000018	EATON MARK D &	4904-A CHANEY ST	PENSACOLA, FL 32503	312 ROYCE ST
43107000	481S301806000000	EDUCATIONAL VENTURES INC	PO BOX 19100	PENSACOLA, FL 32523	33 HORSESHOE CT
40217000	351S305000007002	ELLINGSON EDWARD C & CAROLYN M	5813 ST BENEDICT AVE	PENSACOLA, FL 32503	5813 ST BENEDICT AVE
40377675	351S305000006016	ELLIS JOAN	205 SAINT CEDD AVE	PENSACOLA, FL 32503	205 ST CEDD AVE
43371025	481S306101002016	ELMENAYER BASIL & ELIZABETH	4739 HICKORY SHORES BLVD	GULF BREEZE, FL 32563	521 E CORDAY ST A
43194100	481S303101000001	EMERALD COAST FINEST PRODUCE COMPANY INC	3500 DEWEY ROSE LN	CANTONMENT, FL 32533	257 AMBER ST
40563100	351S307302000001	EMERALD COAST UTILITIES AUTHORITY	PO BOX 15311	PENSACOLA, FL 32514	206 AIRPORT BLVD
40280000	351S305000006007	EMLET JOHN B &	247 AIRPORT BLVD	PENSACOLA, FL 32503-7717	247 AIRPORT BLVD
43203010	481S303103001004	EMP PROPERTIES LLC	P O BOX 6528	PENSACOLA, FL 32503	5625 DIXIE DR
43420000	481S306101001055	ENDOSCOPY CENTER OF PENSACOLA INC	4810 N DAVIS HWY	PENSACOLA, FL 32503	4810 N DAVIS HWY
40260000	351S305000080006	ENGLERT JOSEPH E	271 ST PATRICK AVE	PENSACOLA, FL 32503	271 ST PATRICK AVE
43556500	481S307213000001	ESBROOKE LLC 50% INT &	185 NW SPANISH RIVER BLVD STE 100	BOCA RATON, FL 33431	5328 N DAVIS HWY
40460100	351S307104000002	EVERYONES FAVORITE LLC	1313 CREIGHTON ROAD	PENSACOLA, FL 32504	410 HANCOCK LN
40583135	351S307500000026	FAIRLEY KENDRICK J	6214 LUTHER ST	PENSACOLA, FL 32503	6214 LUTHER ST
40356600	351S305000161011	FALBO ZACHARY	279 AIRPORT BLVD	PENSACOLA, FL 32503	279 AIRPORT BLVD
40660000	351S309002008003	FAUST GREGG T &	198 ST JOHN ST	PENSACOLA, FL 32503	198 ST JOHN ST
43278000	481S305001000020	FELL GEORGE E	398 ROYCE ST	PENSACOLA, FL 32503	398 ROYCE ST
40110500	351S302101046012	FELTS NOEMI D	5522 CACTUS ST	PENSACOLA, FL 32503	5522 CACTUS ST
43408000	481S306101001048	FLAGSTAR BANK FSB	5151 CORPORATE DR	TROY, MI 48098	538 E SELINA ST
40065000	351S302101020005	FLEMING MICHAEL A	415 CASCADE DR	PENSACOLA, FL 32504	415 CASCADE DR
40049000	351S302101001003	FLOOR CITY USA INC	7057 LONGLEAF CREEK DR	PENSACOLA, FL 32526	5675 DUVAL ST
40058000	351S302101001005	FLOOR CITY USA INC	5675 DUVAL ST	PENSACOLA, FL 32503	303 OKALOOSA AVE
40550110	351S307218001002	FLORIDA DEPARTMENT OF TRANSPORTATION	PO BOX 607	CHIPLEY, FL 32428	
40446065	351S307001000014	FLOWERS JUANITA G	730 FORGOTTEN CREEK LN	PENSACOLA, FL 32514	6140 LUTHER ST
40054000	351S302101010004	FLOWERS LEO	125 MEMORY LN	PENSACOLA, FL 32503	5613 CACTUS RD
40068000	351S302101001006	FLOWOOD PENSACOLA LLC	PO BOX 361213	BIRMINGHAM, AL 35236	5620 DUVAL ST
43231000	481S303126000000	FONSZ PROPERTY LLC	PO BOX 77130	BATON ROUGE, LA 70879	5007 N DAVIS HWY
40445105	351S307000002003	FOUNTAIN ALICE W	6175 RINGGOLD DR	PENSACOLA, FL 32503	6175 RINGGOLD DR
40672110	351S309002014005	FRANCIS KEITH T & SUSAN T	127 OLEANDER ST	PENSACOLA, FL 32503	127 OLEANDER ST
40320000	351S305000011009	FRANKLIN GODFREY	5625 ST ADAMNAN AVE	PENSACOLA, FL 32503	5625 ST ADAMNAN AVE
40345500	351S305000050011	FRANKLIN JOHN W JR &	5632 ST AMATUS AVE	PENSACOLA, FL 32503	5632 ST AMATUS RD
40367525	351S305000015012	FRICK LAURA ANN PIVERAL &	238 ST EUSEBIA ST	PENSACOLA, FL 32503	238 ST EUSEBIA ST
40340000	351S305000015010	FRITCHIE WAYNE P SR & CHRISTINE C	PO BOX 9841	PENSACOLA, FL 32513	202 ST EUSEBIA ST

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40640500	351S309001000025	FULFORD JAMES D	25 WILKES DR	PENSACOLA, FL 32503	25 WILKES DR
40304000	351S305000010008	FULLER GLORIA JEAN LIFE EST	6058 ST ALBAN AVE	PENSACOLA, FL 32503-7927	6058 ST ALBAN RD
43418000	481S306101002054	GABO LLC	4810 N DAVIS HWY	PENSACOLA, FL 32503	515 SELINA ST
40468060	351S307108003001	GAINES LYDIA GRIFFIN &	612 JULES CREST CT	LAWRENCEVILLE, GA 30045	409 LADYBIRD LN
40232000	351S305000003004	GARCIA GERMAN MISAEL CERRATO	5828 RAWSON LN	PENSACOLA, FL 32503	5828 RAWSON LN
40468065	351S307108004001	GARDNER FRANK & GLORIA A	25 COLEMAN RD	PENSACOLA, FL 32503	25 COLEMAN RD
40658000	351S309002006003	GARY RITA ILENE	202 E ST JOHN ST	PENSACOLA, FL 32503	202 E ST JOHN ST
43212000	481S303112000000	GATEWAY CHURCH OF CHRIST INC	245 BRENT LN	PENSACOLA, FL 32503	245 BRENT LN
40577000	351S307305000002	GELLOS MICHAEL A	3295 ST SABAS STREET	PENSACOLA, FL 32503	6006 ST ELMO ST
40365000	351S305000007012	GELLOS MICHAEL A & JILL A	295 ST SABAS ST	PENSACOLA, FL 32503	295 ST SABAS ST
40391530	351S305000007019	GERARD WADE & TRACY	186 ST CEDD AVE	PENSACOLA, FL 32503	186 ST CEDD AVE
40284000	351S305000010007	GIBBS LYNDON V &	PO BOX 17403	PENSACOLA, FL 32522	5639 ST AMATUS RD
40367520	351S305000014012	GIBBS RAYMOND D & ANN P	244 ST EUSEBIA ST	PENSACOLA, FL 32503	244 ST EUSEBIA ST
43385000	481S306101001027	GLEATON ERIC	102 E NINE MILE RD	PENSACOLA, FL 32534	500 BLK AMBER ST
40369000	351S305000020012	GOETSCH MARK D & MELANEY L	5862 ST AMATUS ST	PENSACOLA, FL 32503	5862 ST AMATUS ST
40276000	351S305000002007	GOODE STEVEN B	203 AIRPORT BLVD	PENSACOLA, FL 32503	203 AIRPORT BLVD
40415750	351S305102003019	GORELIKOW ALEXANDER & SUSAN L	205 ST EUSEBIA ST	PENSACOLA, FL 32503	205 ST EUSEBIA ST
40241000	351S305000004005	GRANDBERRY JACQUELYN	273 ST AUGUSTINE AVE	PENSACOLA, FL 32503	273 ST AUGUSTINE AVE
40371000	351S305000002013	GRANT DAVID C & LANDRA L	6086 ST CLOUD DR	PENSACOLA, FL 32503	6086 ST CLOUD DR
43289000	481S305001000041	GRAY EDWARD M & NEVA L	401 ROYCE ST	PENSACOLA, FL 32503	401 E ROYCE ST
40109500	351S302101001012	GRAY MICHAEL A & JEAN A	6244 CONFEDERATE DR	PENSACOLA, FL 32503	5527 DUVAL ST
43412000	481S306101001051	GRESHAM CHARLES L	516 E SELINA ST	PENSACOLA, FL 32503	516 E SELINA ST
40468500	351S307108000006	GRIFFIN WILLIE J LIFE EST &	400 LADYBIRD LN	PENSACOLA, FL 32503	400 LADYBIRD LN
40277000	351S305000003007	GROSNICK JOSEPH J	237 AIRPORT BLVD	PENSACOLA, FL 32503	237 AIRPORT BLVD
43279000	481S305001000021	GULF POWER CO	1 ENERGY PL	PENSACOLA, FL 32520-0093	400 E ROYCE ST
40583150	351S307500000029	GULLEY KARLOS D	426 HANCOCK LN	PENSACOLA, FL 32503	426 HANCOCK LN
40455300	351S307103001002	GULLEY MARY ELLEN H	417 HANCOCK LN	PENSACOLA, FL 32503	417 HANCOCK LN
40037000	351S302101021002	GUNDERSEN GEORGE M & GINGER L	101 HEBRIDES DR	MADISON, AL 35757	423 AIRPORT BLVD
40468090	351S307108009001	HALE FRANSETTA	406 LADYBIRD LN	PENSACOLA, FL 32503	406 LADYBIRD LN
43187040	481S302115000004	HALLE PROPERTIES LLC	20225 N SCOTTSDALE RD	SCOTTSDALE, AZ 85255	
43358000	481S306101001008	HAMILTON A H	524 E CORDAY ST	PENSACOLA, FL 32503	524 E CORDAY ST
40229000	351S305000012003	HANSEN NORMAN J &	6122 RAWSON LN	PENSACOLA, FL 32503	6122 RAWSON LN
40375000	351S305000006013	HARRINGTON PETER C &	294 SAINT SABAS ST	PENSACOLA, FL 32503	294 ST SABAS ST
40116000	351S302101023012	HARRIS MICHAEL S	500 BRISKEY CT	PENSACOLA, FL 32503	DUVAL ST
40694000	351S309002001008	HARVEY DARRYL P	129 AIRPORT BLVD	PENSACOLA, FL 32503	129 AIRPORT BLVD
40549000	351S307218000000	HARVEY DARYL	PO BOX 53628	KNOXVILLE, TN 37950	100 HEDGE RD
40561000	351S307234000000	HARVEY KEITH L	366 AIRPORT BLVD	PENSACOLA, FL 32503	332 AIRPORT BLVD
40310000	351S305000016008	HATFIELD KEITH E JR &	27126 GOLDEN MEADOW DR	WESLEY CHAPEL, FL 33544	215 ST BARNABAS ST
43290200	481S305001002043	HAVEARD RONALD L	PO BOX 6262	PENSACOLA, FL 32503	393 ROYCE ST
40278000	351S305000004007	HAYDEN MICHAEL W & RITA A	241 AIRPORT BLVD	PENSACOLA, FL 32503	241 AIRPORT BLVD
40334000	351S305000009010	HEITMAN MARCYNE K	5628 ST ADAMNAN AVE	PENSACOLA, FL 32503	5628 ST ADAMNAN AVE
40468800	351S307108000010	HEMPHILL MAGIE L ENSLEY	6260 FERGUSON DR	PENSACOLA, FL 32503	6260 FERGUSON DR
43193121	481S303100007001	HERITAGE PROPERTIES OF PENSACOLA INC	4920 CHANEY ST	PENSACOLA, FL 32503	4900 BLK CHANEY ST
40066250	351S302101032005	HERMAN EARL R &	2450 WYATT ST	PENSACOLA, FL 32514	5616 CACTUS ST
40066100	351S302101028005	HERMEN ERNESTINE TRUSTEE	EDNA KAY BURGIN, 2450 WYATT ST	PENSACOLA, FL 32514	5612 CACTUS ST
43193127	481S303100013001	HIGHWAY 98 DEVELOPMENT LLC	5650 DIXIE DR A	PENSACOLA, FL 32503-2255	5650 DIXIE DR
40215000	351S305000005002	HILL EVELYN RANKIN	5809 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5809 ST BENEDICT AVE
40583010	351S307500000001	HILL GEORGE F & LINDA M	420 HANCOCK LN	PENSACOLA, FL 32503	420 HANCOCK LN
43422000	481S306101001057	HINDS DAVID S EST OF	C/O SUSAN O WOODSON, 525 E SELINA ST	PENSACOLA, FL 32503	525 E SELINA ST
40645000	351S309001000031	HINELY FRANCES P	31 WILKES DR	PENSACOLA, FL 32503	31 WILKES DR
40288000	351S305000014007	HODGE EDNA M LIFE EST	226 SAINT BARNABAS ST	PENSACOLA, FL 32503	226 ST BARNABAS ST
40121000	351S302101031012	HODGES FRANCES M LIFE EST	5818 SOMERSET DR	PENSACOLA, FL 32526-1511	5508 CACTUS ST
40576000	351S307305004001	HOFBERGER ROBERT C & KRISTI S	5804 ST ELMO ST	PENSACOLA, FL 32503	5804 ST ELMO ST
40213000	351S305000003002	HOLMES KATHERYN L	5805 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5805 ST BENEDICT AVE
43140010	481S302110000001	HOME DEPOT USA INC	PROPERTY TAX DEPT #6853, PO BOX 105842	ATLANTA, GA 30348-5842	
40446055	351S307001000004	HORNE JOHN & ELLEN	6155 LUTHER ST	PENSACOLA, FL 32503	6155 LUTHER ST
40377530	351S305000009014	HOUK TREVIN M & ELAINE S	5480 ST TIMOTHY AVE	PENSACOLA, FL 32503	5480 ST TIMOTHY AVE
40390545	351S305000005019	HOUSTON JERRY E & LOU ANN	3325 hwy 97 south	CANTONMENT, FL 32533	209 ST EUSEBIA ST
40676000	351S309002005006	HOVIND ERIC	5800 NORTH W ST SUITE 9	PENSACOLA, FL 32505	130 OLEANDER DR
40377615	351S305000016015	HOWELL CATHY A	234 SAINT CEDD AVE	PENSACOLA, FL 32503	234 ST CEDD AVE

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40346500	351S305000060011	HOWELL ROBERT A & JOYCE M	246 ST SABAS	PENSACOLA, FL 32503	246 ST SABAS ST
40202500	351S305000030001	HSBC BANK USA NATIONAL ASSOCIATION TRUSTEE FOR	ONE HOME CAMPUS	DES MOINES, IA 50328	5804 ST BENEDICT AVE
43538000	481S307108000000	HUA MICHAEL M & TZY-YN	1070 PALISADE RD	PENSACOLA, FL 32504	505 BRENT LN
43529500	481S307102000001	HUA TZY YN TRUSTEE FOR HUA TZY YN TRUST 04/20/2016	1070 PALISADE RD	PENSACOLA, FL 32504	538 PHYLLIS ST 1/2
40387000	351S305000010018	HUBLEY KAY E	6069 ST ALBAN RD	PENSACOLA, FL 32503	6069 ST ALBAN RD
40224000	351S305000007003	HUGHES JOESIRAH & NELLIE D	5810 RAWSON LN	PENSACOLA, FL 32503	5810 RAWSON LN
40266000	351S305000140006	HUMDY CECIL C JR & FREDDIE R	276 AIRPORT BLVD	PENSACOLA, FL 32503-7771	276 AIRPORT BLVD
43558400	481S307215000004	HUMEDA HUMAM & JOUMANA	2 HYDE PARK RD	PENSACOLA, FL 32503	5500 N DAVIS HWY
40377610	351S305000015015	HUTCHINSON CHARLES E	238 ST CEDD AVE	PENSACOLA, FL 32503	238 ST CEDD AVE
43193116	481S303100002001	I-110 WEST LTD	C/O FRED RAPAPORT, MAKSON CORPORATION, 6801 CANAL BRIDGE CT	POTOMAC, MD 20854-3863	5601 JOE ELLIOTT WAY
40446067	351S307001000016	IKNER WILFRED L &	6160 LUTHER ST	PENSACOLA, FL 32503	6160 LUTHER ST
43365000	481S306101001011	INTERVENTIONAL THERAPEUTICS	5102 N DAVIS HIGHWAY	PENSACOLA, FL 32503	5032 N DAVIS HWY
43367000	481S306101004011	INTERVENTIONAL THERAPUTICS INC	PO BOX 13207	PENSACOLA, FL 32591-3207	5038 N DAVIS HWY
43362000	481S306101001010	INTERVENTIONAL TREATMENT INC	PO BOX 13207	PENSACOLA, FL 32591	5102 N DAVIS HWY
43205100	481S303104000002	IRBY STUART C CO	PO BOX 1819	JACKSON, MS 39215-1819	5208 SYCAMORE DR
40445140	351S307000009003	JACKSON GLORIA M	6190 RINGGOLD CIR	PENSACOLA, FL 32503	6190 RINGGOLD CIR
40069000	351S302101002006	JACKSON MARCUS S & SHARON T	5615 SHELL RD	PENSACOLA, FL 32503	5615 SHELL RD
43195000	481S303102000000	JACOBS & SUAREZ INC	47 BAYSHORE DR	PENSACOLA, FL 32507	250 AMBER ST
40431000	351S307000060001	JAMES GARY C III	5816 RINGGOLD DR	PENSACOLA, FL 32503	5816 RINGGOLD DR
43557100	481S307214000001	JLW ENTERPRISES INC	2101 BARRANCAS AVE	PENSACOLA, FL 32501	5330 N DAVIS HWY
43351500	481S306101002003	JOHNS TRACY D	550 CORDAY ST	PENSACOLA, FL 32503-2021	550 CORDAY ST
40445110	351S307000003003	JOHNSON BRIAN K	6179 RINGGOLD CIR	PENSACOLA, FL 32503	6179 RINGGOLD CIR
43290100	481S305001001043	JOHNSON EDDIE F	4747 MCCOY DR	PENSACOLA, FL 32503	4747 MCCOY DR
40200500	351S305000010001	JOHNSON HILDA TRUSTEE	5800 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5800 ST BENEDICT AVE
40075500	351S302101010007	JOHNSON JOHNNY JR	425 OKALOOSA AVE	PENSACOLA, FL 32503	425 OKALOOSA AVE
40455200	351S307103000002	JOHNSON RONNIE C	401 HANCOCK LN	PENSACOLA, FL 32503	401 HANCOCK LN BEHIND
40233000	351S305000004004	JOHNSON STANLEY & DENICE	6121 RAWSON LN	PENSACOLA, FL 32503	6121 RAWSON LN
40445130	351S307000007003	JOHNSON WILLIAM JR & SARAH	6199 RINGGOLD CIR	PENSACOLA, FL 32503	6199 RINGGOLD CIR
43373000	481S306101001018	JOHNSTON DARREL	9900 ELERAL DR	PENSACOLA, FL 32526	533 CORDAY ST
40253000	351S305000010006	JONES JAMES L & LISA K	205 ST PATRICK AVE	PENSACOLA, FL 32503	205 ST PATRICK AVE
40380000	351S305000003018	JORDAN KENNETH H	6081 ST ALBAN ST	PENSACOLA, FL 32503	6081 ST ALBAN ST
40322000	351S305000013009	JOYCE CAMERSON S	5900 ST ADELA AVE	PENSACOLA, FL 32503	5900 ST ADELA ST
40446054	351S307001000003	JUNIOR JOYCE MARIE EST OF	C/O TIMOTHY L JUNIOR, 6401 S BOSTON ST APT X206	GREENWOOD VILLAGE, CO 80111	6165 LUTHER ST
40381500	351S305000005018	KAISER JACOB A	6077 ST ALBAN RD	PENSACOLA, FL 32503	6077 ST ALBAN RD
40206500	351S305000070001	KAUSHAGEN TINA M	5812 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5812 ST BENEDICT AVE
40443000	351S307000006002	KEITH CHESTER & CONSTANCE	5815 RINGOLD DR	PENSACOLA, FL 32503	5815 RINGGOLD DR
40111000	351S302101008012	KIMMONS JIMMY L &	5523 DUVAL ST	PENSACOLA, FL 32503	5523 DUVAL ST
40107000	351S302101021011	KIMMONS LEONA W	5500 DUVAL ST	PENSACOLA, FL 32503	5500 DUVAL ST
40247000	351S305000010005	KING MICHAEL	272 ST PATRICK AVE	PENSACOLA, FL 32503	272 ST PATRICK AVE
40468080	351S307108007001	KIRKLAND MARY L	410 LADYBIRD LN	PENSACOLA, FL 32503	410 LADYBIRD LN
43277000	481S305001000019	KNIGHT MICHAEL J SR	396 ROYCE ST	PENSACOLA, FL 32503	396 ROYCE ST
40295000	351S305000001008	KNODT CHARLES R & DARLA	217 SAINT BARNABAS ST	PENSACOLA, FL 32503	217 ST BARNABAS ST
40467000	351S307108000000	KNOTT LESTER &	468 HANCOCK LN	PENSACOLA, FL 32503	460 HANCOCK LN
40364000	351S305000006012	KNOWLES ALAN C & REBECCA P	293 ST SABAS ST	PENSACOLA, FL 32503	293 ST SABAS ST
40391545	351S305000010019	KONDRAT'YEV ANDREIY I &	5944 ST ALBAN RD	PENSACOLA, FL 32503	5944 ST ALBAN RD
40377540	351S305000001015	KORSHUNOVA SVETLANA &	2047 HESPERIA WAY	PENSACOLA, FL 32505-1882	211 ST EUSEBIA ST
40104000	351S302101014011	KOZEL TUENJIT	7099 KELVIN TERR	PENSACOLA, FL 32503	5517 SHELL RD
40347500	351S305000070011	KUNSELMAN ARNOLD R &	250 ST SABAS RD	PENSACOLA, FL 32503	250 ST SABAS RD
43371000	481S306101001016	LAI THAO &	2033 STENNIS DR	PENSACOLA, FL 32506	521 CORDAY ST
43352000	481S306101001004	LAI THUY	536 E CORDAY ST	PENSACOLA, FL 32503	537 PHYLLIS ST
40300000	351S305000006008	LANG JOHN M &	5625 ST ADELA AVE	PENSACOLA, FL 32503	5625 ST ADELA AVE
40282000	351S305000008007	LASCIO REBECCA W	2759 WASHINGTON ST	LEMON GROVE, CA 91945	251 AIRPORT BLVD
40468750	351S307108000009	LEE ELLIE D & WAVERLY S	405 LADYBIRD LN	PENSACOLA, FL 32503	405 LADYBIRD LN
40324000	351S305000015009	LEE NATHAN J	2845 RIFLE ROAD	OAK HARBOR, WA 98277	5601 ST ADAMNAN AVE
43359010	481S306101003008	LEGAL EZE INC	512 PHYLLIS ST	PENSACOLA, FL 32503	500 BLK CORDAY ST
43357000	481S306101004007	LEGAL EZE INC	501 BRENT LN	PENSACOLA, FL 32503	517 PHYLLIS ST
43540000	481S307109000000	LEONARD REID L	537 BRENT LN	PENSACOLA, FL 32503	537 BRENT LN
40250000	351S305000013005	LEWANDOWSKI LINDA D NELSON	278 ST PATRICK AVE	PENSACOLA, FL 32503	278 ST PATRICK AVE
40445160	351S307000002004	LEWIS CENTENNIAL O &	423 HANCOCK LN	PENSACOLA, FL 32503	423 HANCOCK LN
40468085	351S307108008001	LEWIS CLARA C	408 LADYBIRD LN	PENSACOLA, FL 32503	408 LADYBIRD LN

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Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
40090000	3515302101005009	LIKIS ROBERT A	5675 N DAVIS HWY	PENSACOLA, FL 32503	5700 BLK N DAVIS HWY
43539100	4815307108000002	LIN-JOHN LTD	28 CALLE HERMOSA	GULF BREEZE, FL 32561	503 BRENT LN
43527000	4815307101000003	LIU SU HSIN &	6093 TOULOUSE DR	PENSACOLA, FL 32505	5204 N DAVIS HWY
43193119	4815303100005001	LOFTIN FAMILY PARTNERSHIP	2101 BARRANCAS AVE	PENSACOLA, FL 32502	5616 JOE ELLIOTT WAY
40094100	3515302101022009	LOFTIN TOMBLIN ENTERPRISES	2101 BARRANCAS AVE	PENSACOLA, FL 32502	5555 DAVIS HWY A UNIT I
40092000	3515302101014009	LOFTIN TOMBLIN PARTNERSHIIP	642 LAKEWOOD RD	PENSACOLA, FL 32507	5559 N DAVIS HWY
43546000	4815307206000000	LOIS PANHANDLE LLC	C/O ASSESSMENT TECHNOLOGIES LTD, 40 NE LOOP 410 STE 607	SAN ANTONIO, TX 78216	527 E FONTAINE ST
40360000	3515305000002012	LONG KRISTAL MARCELL 1/3 INT	269 SAINT SABAS ST	PENSACOLA, FL 32503	269 ST SABAS ST
40390540	3515305000004019	LONGORIA RICHARD	1815 W DETROIT BLVD	PENSACOLA, FL 32514	207 ST EUSEBIA ST
40259000	3515305000070006	LOTHER DEREK &	720 FARMINGTON RD	PENSACOLA, FL 32504	273 ST PATRICK AVE
43409000	4815306101001049	LOWE WALTER E & GENEVA J	1383 RULE ST	PENSACOLA, FL 32534	536 E SELINA ST
43193130	4815303100000003	LUBEFAST REMOTE INC	1550 N BROWN RD STE 140	LAWRENCEVILLE, GA 30043	281 BRENT LN
40379000	3515305000002018	LUND THADDEUS T &	6087 SAINT ALBAN RD	PENSACOLA, FL 32503	6087 SAINT ALBAN RD
40271000	3515305000190006	LYMON MARYANN	286 AIRPORT BLVD	PENSACOLA, FL 32503	286 AIRPORT BLVD
40568000	3515307304000000	LYMONS WILLIE B	3819 N 11TH AVE	PENSACOLA, FL 32503	5800 BLK ST ELMO ST
43560000	4815307217000000	M & W PROPERTIES OF FLORIDA LLC	540 FONTAINE ST	PENSACOLA, FL 32503	530 FONTAINE ST
40113000	3515302101015012	M L R BUILDERS INC	5515 DUVAL ST	PENSACOLA, FL 32503	5515 DUVAL ST
40363000	3515305000005012	MADISON DIANA L	291 ST SABAS ST	PENSACOLA, FL 32503	291 ST SABAS ST
40446063	3515307001000012	MALDEN WILBERT & FANNIE	6130 LUTHER ST	PENSACOLA, FL 32503	6120 LUTHER ST
40326000	3515305000001010	MANCIAGLI STEVEN P & LISA A	5634 ST ADAMNAN AVE	PENSACOLA, FL 32503	5634 ST ADAMNAN AVE
40318500	3515305000009009	MANDERINO JAMES J &	59 HILL TERRACE DR	POTTSVILLE, PA 17901-9042	5626 ST ADELA AVE
40468850	3515307108000012	MANECKI TOMASZ	523 SHILOH DR	PENSACOLA, FL 32503	458 HANCOCK LN
43203000	4815303103000004	MANTHEI ROSALIND JOY	PO BOX 296	GULF BREEZE, FL 32562-0296	210 E AMBER ST B
43354000	4815306101001007	MARCHRIS LLC	501 BRENT LN	PENSACOLA, FL 32503	528 E CORDAY ST
40243000	3515305000006005	MARSHALL JERRY O & PATRICIA A	269 SAINT AUGUSTINE AVE	PENSACOLA, FL 32503	269 ST AUGUSTINE AVE
40468200	3515307108000003	MARTIN DAVEY FLETCHER &	470 HANCOCK LN	PENSACOLA, FL 32503	470 HANCOCK LN
40570000	3515307304000002	MATTHEISS PEGGY	5805 SAINT ELMO ST	PENSACOLA, FL 32503	5805 ST ELMO ST
40175200	3515304105000004	MAVER MARY L	204 WAVELAND ST	PENSACOLA, FL 32503	204 WAVELAND ST
40070000	3515302101004006	MCARTHUR JAMES D & ELEANOR M	5611 SHELL RD	PENSACOLA, FL 32503	5611 SHELL RD
40055000	3515302101015004	MCCART SHANTEL &	5611 CACTUS ST	PENSACOLA, FL 32503	5611 CACTUS ST A
40273000	3515305000210006	MCCLURE ALLEN D & MARIAN R	516 PINBROOK CIR	CANTONMENT, FL 32533	290 AIRPORT BLVD
40059000	3515302101003005	MCCLURE HOWARD C & PETRA T	211 RUBY AVE	PENSACOLA, FL 32505	5614 CACTUS ST
43411000	4815306101002050	MCCURDY MICHAEL	528 E SELINA ST	PENSACOLA, FL 32503	528 E SELINA ST
40208500	3515305000090001	MCDONALD DOROTHY JANET	5816 ST BENEDICT AVE	PENSACOLA, FL 32503	5816 ST BENEDICT AVE
40336000	3515305000011010	MCDONALD JAMES P	5619 ST AMATUS AVE	PENSACOLA, FL 32503	5619 ST AMATUS RD
40455100	3515307103000001	MCDONALD WILLIE MAE C	407 HANCOCK LN	PENSACOLA, FL 32503	407 HANCOCK LN
43234000	4815303129000000	MCDONALDS CORP	ONE MCDONALDS PLAZA	OAK BROOK, IL 60523	407 BRENT LN
40263000	3515305000110006	MCELROY JOSEPH WAYNE	270 AIRPORT BLVD	PENSACOLA, FL 32503	270 AIRPORT BLVD
40244000	3515305000007005	MCENANEY MATTHEW M III	267 ST AUGUSTINE AVE	PENSACOLA, FL 32503	267 ST AUGUSTINE AVE
40269000	3515305000170006	MCKEAN THOMAS & ALIF ANN	280 AIRPORT BLVD	PENSACOLA, FL 32503	282 AIRPORT BLVD
40290000	3515305000016007	MCLAMB RAYMOND K & DEBORAH E	222 ST BARNABAS ST	PENSACOLA, FL 32503	222 ST BARNABAS ST
40359000	3515305000001012	MCLAUGHLIN NANCY L &	237 ST SABAS ST	PENSACOLA, FL 32503	237 ST SABAS ST
40544000	3515307210000000	MCMULLEN SAMUEL F &	9320 BELL RIDGE DR	PENSACOLA, FL 32526	418 AIRPORT BLVD
40142900	3515303101018001	MCPHERSON DOROTHEA	PO BOX 17401	PENSACOLA, FL 32522-7401	5521 TAMARACK ST
40101900	3515302101007011	MECO PROPERTIES INC	2172 W 9 1/2 MILE RD # 119	PENSACOLA, FL 32534	5521 SHELL RD A
40239000	3515305000002005	MEISTER CHARLES L & JEANNETTE M	4766 HICKORY SHORES BLVD	GULF BREEZE, FL 32563	277 ST AUGUSTINE AVE
40377570	3515305000007015	MENDEZ JOSEPH R	227 ST EUSEBIA ST	PENSACOLA, FL 32503	227 ST EUSEBIA ST
40377520	3515305000007014	MENEZES SAM A & BONITA J	5520 ST TIMOTHY ST	PENSACOLA, FL 32503	5520 ST TIMOTHY ST
42981100	4715301101007012	MERRILL DICKERSON INVESTMENTS 40% INT	1901 SEVILLE DR	PENSACOLA, FL 32503	62 MARSHALL LN END
43527100	4815307101000004	MICHLES MARCUS J II	501 BRENT LN	PENSACOLA, FL 32503	512 PHYLLIS ST
43536500	4815307106000002	MICHLES PROPERTIES LLC	501 BRENT LN	PENSACOLA, FL 32503	5230 N DAVIS HWY
40583140	3515307500000027	MIDDLETON OSCAR JR & THELMA	6210 LUTHER ST	PENSACOLA, FL 32503	6210 LUTHER ST
40249000	3515305000012005	MILLER SAMUEL TRUST	25 W CEDAR ST TE 440	PENSACOLA, FL 32502	276 ST PATRICK AVE
40137000	3515303101008001	MITCHELL RANDY P & MICKIE B	5516 TAMARACK ST	PENSACOLA, FL 32503	5516 TAMARACK ST
40367500	3515305000010012	MORAIN BARNE J & DONNA J	262 SAINT EUSEBIA ST	PENSACOLA, FL 32503	262 ST EUSEBIA ST
40446057	3515307001000006	MORRELL CARL	6135 LUTHER ST	PENSACOLA, FL 32503	6135 LUTHER ST
40377575	3515305000008015	MOYE DAN K & DOROTHY J	231 ST EUSEBIA ST	PENSACOLA, FL 32503	231 ST EUSEBIA ST
40298000	3515305000004008	MULLELNIX SAMUEL P & JOYCE A	5629 ST ADELA AVE	PENSACOLA, FL 32503	5629 ST ADELA ST
40204500	3515305000050001	MULVANEY BRENDAN S	6218A OLD TELEGRAPH RD	ALEXANDRIA, VA 22310	5808 ST BENEDICT AVE
40389000	3515305000012018	MURRAY HEATHER LEE	6065 ST ALBAN ST	PENSACOLA, FL 32503	6065 ST ALBAN ST

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40331000	351S305000006010	MUSK LEONARD L JR & DEBORAH L	5631 ST AMATUS AVE	PENSACOLA, FL 32503	5631 ST AMATUS RD
40415760	351S305102004019	NADOLNY WILLIAM D & HEIDI L	201 ST EUSEBIA ST	PENSACOLA, FL 32503	201 ST EUSEBIA ST
40377590	351S305000011015	NASH MARTHA F TRUSTEE &	249 SAINT EUSEBIA ST	PENSACOLA, FL 32503	249 ST EUSEBIA ST
40329000	351S305000004010	NASHED MAGED & ERIN	5004 ROLAND RD	PACE, FL 32571	5632 ST ADAMNAN AVE
40573000	351S307305001001	NELSON CLARENCE EST OF	C/O LEWANDOWSKI LINDA, 278 ST PATRICK AVE	PENSACOLA, FL 32503	5900 ST ELMO ST
43210000	481S303110000000	NELSON DEVELOPERS LLC	C/O GILBERT NELSON, 6076 FOREST GREEN RD	PENSACOLA, FL 32505-1850	233 BRENT LN
43206000	481S303105000000	NELSON GILBERT	211 E BRENT LANE	PENSACOLA, FL 32503	211 BRENT LN
43207000	481S303107000000	NELSON GILBERT	6076 FOREST GREEN RD	PENSACOLA, FL 32505-1850	215 BRENT LN
43204000	481S303104000000	NELSON JOHN G &	C/O JOHN G NELSON, 645 GREYSTONE PARK NE	ATLANTA, GA 30324	CORDAY ST
40125000	351S302101008013	NELSON MARK A	PO BOX 357	MOLINO, FL 32577	5519 CACTUS RD
40653000	351S309002000003	NEW GEORGE &	3640 NEWS RD	WILLIAMSBURG, VA 23188-7707	196 ST JOHN ST
40319000	351S305000010009	NEWLIN JOHNATHAN M &	915 ARIOLA DR	PENSACOLA BEACH, FL 32561	5627 ST ADAMNAN AVE
40265000	351S305000130006	NGO HUE HUONG T	274 AIRPORT BLVD	PENSACOLA, FL 32503	274 AIRPORT BLVD
40601000	351S309000000019	NGUYEN THANH QUOC	2944 CORAL STRIP PKWY	GULF BREEZE, FL 32563	136 CUMMINGS RD
40377605	351S305000014015	NORTHROP STEPHEN C & KAREN M	242 ST CEDD AVE	PENSACOLA, FL 32503	242 ST CEDD AVE
40445000	351S307000000003	OAKFIELD UNION MISSIONARY	459 HANCOCK LN	PENSACOLA, FL 32503	5800 BLK RINGGOLD DR
40370000	351S305000001013	OAKS CURTIS A & SHIRLEY G	6088 ST CLOUD DR	PENSACOLA, FL 32503	6088 ST CLOUD DR
40390500	351S305000014018	OHMAN JACK R	5977 ST ALBAN AVE	PENSACOLA, FL 32503	5977 ST ALBAN AVE
43565000	481S307223000000	OSBORNE FRANCES N TRUSTEE FOR	2909 E LEE ST	PENSACOLA, FL 32503	5620 N DAVIS HWY
40546000	351S307214000000	PAN YAN MING &	9832 HEATHER DR	CANTONMENT, FL 32533	406 AIRPORT BLVD
43564000	481S307222000000	PAPADELIAS L MICHAEL &	2851 BANQUOS TRL	PENSACOLA, FL 32503	5528 N DAVIS HWY
40377635	351S305000020015	PARADISE RICHARD A	654 COUNTRY CLUB AVE NE	FORT WALTON BEACH, FL 32547	216 ST CEDD AVE
40126000	351S302101011013	PAREKH PRADEEP M &	754 BOULDER CREEK DR	PENSACOLA, FL 32514	5515 CACTUS RD
40140000	351S303101011001	PARK SABRINA D	300 CASCADE DR	PENSACOLA, FL 32503	300 CASCADE DR
40377620	351S305000017015	PARTRIDGE EDWARD E JR &	2130 DAKAR PL	DULLES, VA 20189	230 ST CEDD AVE
40109000	351S302101031011	PEACOCK JOHNNIE MAE &	5520 DUVAL ST	PENSACOLA, FL 32503	5520 DUVAL ST
43549100	481S307208001001	PENINSULA MOTOR CLUB INC	1515 N WESTSHORE BLVD	TAMPA, FL 33607	540 BLK BRENT LN
43194250	481S303101002001	PENSACOLA L & N FEDERAL CREDIT UNION	251 AMBER ST	PENSACOLA, FL 32503	251 AMBER ST
40377560	351S305000005015	PEREZ RAFAEL A & MOLLY K	221 ST EUSEBIA ST	PENSACOLA, FL 32503	221 ST EUSEBIA ST
40221000	351S305000004003	PERRY SHEILA DIANN	5804 RAWSON LN	PENSACOLA, FL 32503	5804 RAWSON LN
40328000	351S305000003010	PFLIBSEN NEAL C &	5633 ST AMATUS RD	PENSACOLA, FL 32503	5633 ST AMATUS RD
40084000	351S302101009008	PHILLIPS JAMES D &	6916 SEA CRAB CIR	NAVARRE, FL 32566	5705 WALTON ST
43350000	481S306101001002	PHYLLIS ST 613 LLC	2300 W JORDAN ST	PENSACOLA, FL 32505	613 PHYLLIS ST
40386000	351S305000009018	PINKNEY PAUL & KIMBERLY J	7400 WYMART RD	PENSACOLA, FL 32526	6071 ST ALBAN ST
40325000	351S305000016009	PISCIOTTA MARY	5866 SAINT ADELA AVE	PENSACOLA, FL 32503	5866 ST ADELA AVE
43529510	481S307102001001	PLUNKETT JOSEPH M &	545 BRENT LN	PENSACOLA, FL 32503	538 E PHYLLIS ST
43397000	481S306101001033	PM INVESTMENT LLC	4928 N DAVIS HWY	PENSACOLA, FL 32503	4930 N DAVIS HWY REAR
43396000	481S306101003032	PNS TRE LLC	5214 MARYLAND WAY SUITE 200	BRENTWOOD, TN 37027	517 E AMBER ST
43292000	481S305001000046	PORTER KENNETH D	3381 SUGARTREE ST	PENSACOLA, FL 32503	389 ROYCE ST
40333000	351S305000008010	PORTER TIMOTHY J & KAY K	5630 ST ADAMNAN AVE	PENSACOLA, FL 32503	5630 ST ADAMNAN AVE
40455000	351S307103000000	POWE BESSIE &	401 HANCOCK LN	PENSACOLA, FL 32503	401 HANCOCK LN
40428000	351S307000030001	POWELL ROBIN CECELIA	467 HANCOCK LN	PENSACOLA, FL 32503	467 HANCOCK LN
43558200	481S307215000002	PRFC PROPERTIES LLC	5553 HWY 90 W	PACE, FL 32571	5500 N DAVIS HWY
40327000	351S305000002010	PRICE JEFFREY L &	5635 ST AMATUS AVE	PENSACOLA, FL 32503	5635 ST AMATUS AVE
43286500	481S305001000039	PRICKETT JOHN & JEANETTE M	405 ROYCE ST	PENSACOLA, FL 32503	405 ROYCE ST
40353500	351S305000130011	PYLE DAVID H & DONNA O	6087 ST CLOUD DR	PENSACOLA, FL 32503	6087 ST CLOUD DR
43386000	481S306101001028	QUARELLS DAVID JR &	8104 HWY 89	MILTON, FL 32570	528 AMBER ST
40352500	351S305000120011	QUITO RONNIE	6085 ST CLOUD DR	PENSACOLA, FL 32503	6085 ST CLOUD DR
43140040	481S302110000004	RACETRAC PETROLEUM INC	3225 CUMBERLAND BLVD STE 100	ATLANTA, GA 30339	
40545050	351S307211000050	RACETRAC PETROLEUM INC	C/O RYAN LLC, PO BOX 56607	ATLANTA, GA 30343	406 AIRPORT BLVD
40246000	351S305000009005	RAICHE LEON C & VALERIE E	270 ST PATRICK AVE	PENSACOLA, FL 32503	270 ST PATRICK AVE
43414000	481S306101003051	RAITHEL GERALD D	PO BOX 6562	PENSACOLA, FL 32503	524 E SELINA ST
43293000	481S305001000047	RAJKOVICH LARRY E	385 E ROYCE ST	PENSACOLA, FL 32503	385 E ROYCE ST
43235500	481S303129000002	RALLS FARMS LLC	PO BOX 9414	PENSACOLA, FL 32513	5201 N DAVIS HWY
43273000	481S305001000014	REDEEMED ALPINE HOLDINGS LLC	2806 OLD ALBA RD	GAYLORD, MI 49735	397 E SELINA ST
40488650	351S307114000017	REDMOND JOHN W JR	901 E MACK BAYOU DR	SANTA ROSA BEACH, FL 32459	200 BLK HANCOCK LN
40445100	351S307000001003	REMBERT O J & CHERYL	6171 RINGGOLD CIR	PENSACOLA, FL 32503	6171 RINGGOLD CIR
40235000	351S305000006004	RENAUD ANTHONY F &	276 ST AUGUSTINE AVE	PENSACOLA, FL 32503	276 ST AUGUSTINE AVE
43366000	481S306101003011	RETINAVIT LLC	111 SHORELINE DR	GULF BREEZE, FL 32561	511 E CORDAY ST
40330000	351S305000005010	REVIS CHRISTOPHER J &	5654 SAINT ADAMNAN AVE	PENSACOLA, FL 32503	5654 ST ADAMNAN AVE

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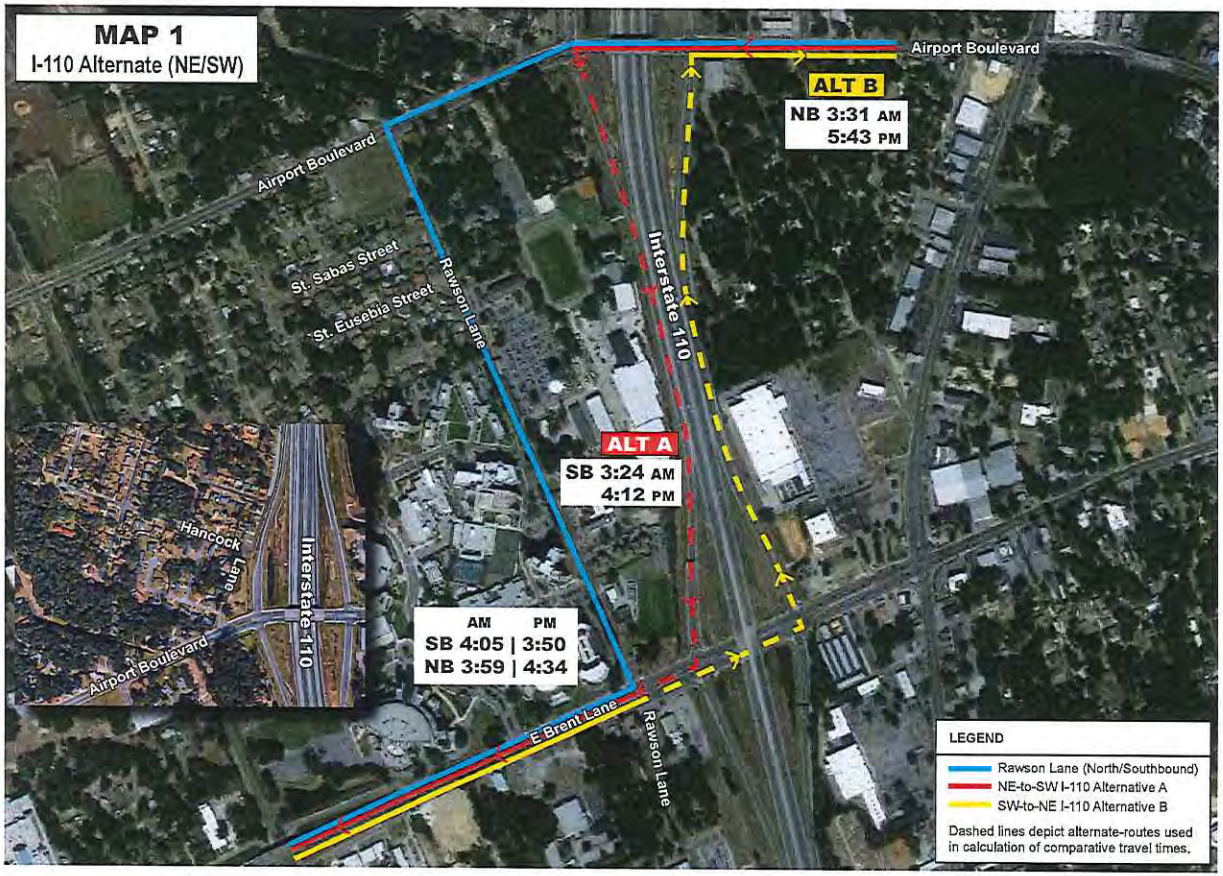
Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
43235550	481S303129000003	REYNOLDS AUTOMOTIVE SERVICES LLC	591 HERITAGE LAKES AVE	PENSACOLA, FL 32506	
40257000	351S305000050006	RIBOLLA MICHAEL S	277 ST PATRICK AVE	PENSACOLA, FL 32503	277 ST PATRICK AVE
43383000	481S306101001024	RICHARD LLOYD	4337 FRAISER LN	PACE, FL 32571	548 AMBER ST
40569475	351S307304006001	RICHARDSON SYBIL SORRELS LIFE EST &	6015 SAINT ELMO ST	PENSACOLA, FL 32503	6015 ST ELMO ST
43416000	481S306101001053	RIESBERG INSTITUTE LLC	C/O MICHAEL REISBERG, 8211 KLONDIKE RD	PENSACOLA, FL 32526	4900 N DAVIS HWY
40391525	351S305000006019	RIGSBY LEWIS F & GLORIA C	190 ST CEDD AVE	PENSACOLA, FL 32503	190 ST CEDD AVE
40455250	351S307103000003	RILEY FREDDIE L	14201 BEULAH RD	CANTONMENT, FL 32533	405 HANCOCK LN
43193110	481S303100000001	ROADWAY HOLDINGS INC	PO BOX 1831	PENSACOLA, FL 32591	5600 BLK DIXIE ST
40566520	351S307303002002	ROARK CHRISTOPHER L	6008 ST ELMO STREET	PENSACOLA, FL 32503	
40377625	351S305000018015	ROBERTS STAN & JOAN	1160 S 131ST ST	GILBERT, AZ 85233	226 ST CEDD AVE
40550050	351S307218001001	ROBINS NEST #1 LLC	117 MONARCH LN	PENSACOLA, FL 32503	400 AIRPORT BLVD
40433000	351S307000080001	ROBINSON HENRY & BEVERLY A	5822 RINGGOLD DR	PENSACOLA, FL 32503	5822 RINGGOLD DR
40281000	351S305000007007	RODDENBERRY JERRY L & DIANE B	2510 JETER RD	CANTONMENT, FL 32533	249 AIRPORT BLVD
40302000	351S305000008008	ROMINES DONNA R PAULSEN	5877 SAINT ADELA AVE	PENSACOLA, FL 32503	5877 ST ADELA ST
40242000	351S305000005005	SAFAKHOO AHMAD	PO BOX 11837	PENSACOLA, FL 32524	271 ST AUGUSTINE AVE
40455600	351S307103004002	SALTER VERDELL MARSHALL	413 HANCOCK LN	PENSACOLA, FL 32504	413 HANCOCK LN
40642000	351S309001000027	SANDERS PRESTON E	27 WILKES DR	PENSACOLA, FL 32503	27 WILKES DR
40468070	351S307108005001	SAVAGE ADOLPHUS	402 LADYBIRD LANE	PENSACOLA, FL 32503	402 LADYBIRD LN
40445125	351S307000006003	SAVAGE BELINDA A 2/8 INT &	6195 RINGGOLD CIR	PENSACOLA, FL 32503	6195 RINGGOLD CIR
40377565	351S305000006015	SCHETTLER JAMES E & MARILEE J	44954 46TH ST E	LANCASTER, CA 93535	225 ST EUSEBIA ST
40565000	351S307303000001	SCHOOL BOARD OF ESCAMBIA CO	75 N PACE BLVD	PENSACOLA, FL 32505	201 HANCOCK LN
40377585	351S305000010015	SCHULENBERG MICHAEL A	243 ST EUSEBIA ST	PENSACOLA, FL 32503	243 ST EUSEBIA ST
40106000	351S302101020011	SCOTT BEN C & BARBARA ANN &	5511 SHELL RD	PENSACOLA, FL 32503	SHELL ST
40361000	351S305000003012	SEE RODNEY C & LYNDA S	277 ST SABAS ST	PENSACOLA, FL 32503	277 SAINT SABAS ST
40072500	351S302101008006	SESSIONS THOMAS E EST OF	8550 SCENIC HWY K	PENSACOLA, FL 32514	5607 SHELL RD
40267500	351S305000151006	SHADOWLAND INC	280 AIRPORT BLVD	PENSACOLA, FL 32503	200 BLK AIRPORT BLVD
40127000	351S302101019013	SHAW TINA MARIE	1999 STOUT RD	CANTONMENT, FL 32533	5511 CACTUS ST
40390000	351S305000013018	SHEFFERD LARRY E & JEANNE E	6063 ST ALBAN AVE	PENSACOLA, FL 32503	6063 ST ALBAN ST
40468825	351S307108000011	SHINE DOUGLAS & VONCILE	403 LADYBIRD LN	PENSACOLA, FL 32503	403 LADYBIRD LN
40103000	351S302101012011	SHIRLEY DELMAR &	P O BOX 254	GONZALEZ, FL 32560	5519 SHELL RD
40578000	351S307305001002	SHOOK PAUL M &	210 ST AUGUSTINE AVE	PENSACOLA, FL 32503	210 ST AUGUSTINE AVE
40321000	351S305000012009	SIEGLER WAYNE	5624 ST ADELA AVE	PENSACOLA, FL 32503	5624 ST ADELA AVE
40468600	351S307108000007	SIMMONS SASHA A CALBERT	407 LADYBIRD LN	PENSACOLA, FL 32503	407 LADYBIRD LN
40315000	351S305000005009	SIMS EDWARD E TRUSTEE	5630 ST ADELA AVE	PENSACOLA, FL 32503	5630 ST ADELA AVE
40216000	351S305000006002	SMITH AUSTIN D	5811 ST BENEDICT AVE	PENSACOLA, FL 32503	5811 ST BENEDICT AVE
40677000	351S309002007006	SMITH JENNIFER M 1/3 INT	7 OLEANDER ST	PENSACOLA, FL 32503	126 OLEANDER ST
43368600	481S306101000013	SMITH MELVIN R &	1074 HARBOR LN	GULF BREEZE, FL 32563	519 CORDAY ST
43410000	481S306101001050	SMITH ROY L LIFE EST &	532 E SELINA ST	PENSACOLA, FL 32503	532 E SELINA ST
43413000	481S306101002051	SMITH TONY F	520 E SELINA ST	PENSACOLA, FL 32503	520 E SELINA ST
40341000	351S305000016010	SOULE GREGORY K & KRISTIN L	5601 ST AMATUS AVE	PENSACOLA, FL 32503	5601 ST AMATUS RD
43224100	481S303119000001	SOUTHERN COMFORT TRAVEL INC	5400 FLINTWOOD CIR	PENSACOLA, FL 32504	450 E CORDAY ST
40700000	351S309002007008	SOUTHERN PRESTRESSED	3311 COPTER RD STE A	PENSACOLA, FL 32514	128 AIRPORT BLVD
40368000	351S305000017012	SOUTHERN RONALD F & CYNTHIA L	5864 SAINT AMATUS AVE	PENSACOLA, FL 32503	5864 ST AMATUS ST
40101500	351S302101016010	SPECK DONALD	600 CASCADE DR	PENSACOLA, FL 32503	600 CASCADE DR
40468055	351S307108002001	SPEED AIMEE B	19 COLEMAN RD	PENSACOLA, FL 32503	19 COLEMAN RD
43193118	481S303100004001	SPEER SARA L	3551 LAGUNA CT	GULF BREEZE, FL 32563-3375	445 CORDAY ST
43193123	481S303100009001	SPEER THOMAS R &	3551 LAGUNA CT	GULF BREEZE, FL 32561	435 CORDAY ST
43204100	481S303104000001	SPENCE HOLDINGS INC	213 HARRISON AVE STE 1	PANAMA CITY, FL 32401	225 BRENT LN
43237000	481S303129000006	SPETTO PROPERTIES INC	151 W. MAIN ST., SUITE 200	PENSACOLA, FL 32502	5113 N DAVIS HWY
40073500	351S302101018006	SPINK JAMES E TRUSTEE OF THE	5414 SAN MIGUEL ST	MILTON, FL 32583	5608 DUVAL ST
40377000	351S305000008013	SPITSBERGEN NATHAN L	282 ST SABAS ST	PENSACOLA, FL 32503	282 ST SABAS ST
43211000	481S303111000000	STACHOW DOROTHY M DEMPSEY TRUSTEE	113 S SUNSET BLVD	GULF BREEZE, FL 32561	235 BRENT LN
40468075	351S307108006001	STANBERRY ALICE	412 LADYBIRD LN	PENSACOLA, FL 32503	412 LADYBIRD LN
40335000	351S305000010010	STANCEL JESSE L &	5626 ST ADAMNAN AVE	PENSACOLA, FL 32503	5626 ST ADAMNAN AVE
40426000	351S307000010001	STANTON GRACIE M JACKSON	461 HANCOCK LN	PENSACOLA, FL 32503	461 HANCOCK LN
40142605	351S303101015002	STATE OF FLORIDA	PO BOX 607	CHIPLEY, FL 32428	
40430000	351S307000041001	STEEN ANNIE RUTH	469 HANCOCK LN	PENSACOLA, FL 32503	469 HANCOCK LN
40427000	351S307000011001	STEEN JANICE M	463 HANCOCK LN	PENSACOLA, FL 32503	463 HANCOCK LN
40468400	351S307108000005	STEEN VELMA N	6259 MOCKINGBIRD LN	PENSACOLA, FL 32503	23 COLEMAN RD
40446059	351S307001000008	STEEN WILLIE H & CHARLIE	6115 LUTHER ST	PENSACOLA, FL 32503	6115 LUTHER ST

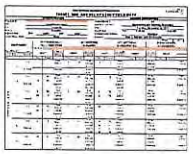
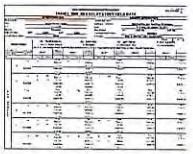
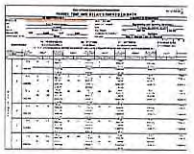
EXHIBIT "A"
Public Notification List

Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
43193129	481S303100009002	STEVISON JAMES D & VICKI	926 E BLOUNT ST	PENSACOLA, FL 32503	455 JOE ELLIOT WAY B
40264000	351S305000120006	STONE DENNIS W	1711 FAIRVIEW FARMS CIR	WENTZVILLE, MO 63385-2764	272 AIRPORT BLVD
40305000	351S305000011008	STONE JOHN C & JANICE J	6060 SAINT ALBAN AVE	PENSACOLA, FL 32503	6060 ST ALBAN RD
43232000	481S303127000000	STORAGE TRUST PROPERTIES LP	C/O DEPT PT FL 28068, PO BOX 25025	GLENDALE, CA 91201-5025	399 BRENT LN
40227000	351S305000010003	STUCKEY HEATH R	5816 RAWSON LN	PENSACOLA, FL 32503	5816 RAWSON LN
40294000	351S305000020007	STUCKY MAURICE D &	6084 ST ALBAN ST	PENSACOLA, FL 32503	6084 SAINT ALBAN RD
43415000	481S306101001052	STUDER PROPERTIES LLP	321 N DEVILLIERS ST STE 103	PENSACOLA, FL 32501	4920 N DAVIS HWY
40311000	351S305000001009	SURGEON JEFFREY A &	221 ST BARNABAS ST	PENSACOLA, FL 32503	221 ST BARNABAS ST
40604000	351S309000000023	SURRENCY DAVID W	135 CUMMINGS RD	PENSACOLA, FL 32503	135 CUMMINGS RD
40583015	351S307500000002	TAITE JOHN A	424 HANCOCK LN	PENSACOLA, FL 32503	424 HANCOCK LN
40064000	351S302101018005	TALBOT SUE D	5330 FLINTWOOD CIR	PENSACOLA, FL 32504	5601 DUVAL ST
40236000	351S305000007004	TARTER BARBAREE	4524 HICKORY SHORES BLVD	GULF BREEZE, FL 32563-9213	274 ST AUGUSTINE AVE
40390505	351S305000015018	TARTER DANIEL J & LEAH R	5967 ST ALBAN AVE	PENSACOLA, FL 32503	5967 ST ALBAN AVE
40203500	351S305000040001	TATE KATHERINE L	5806 ST BENEDICT AVE	PENSACOLA, FL 32503	5806 ST BENEDICT AVE
40283000	351S305000009007	TATUM WILLIAM H &	253 AIRPORT BLVD	PENSACOLA, FL 32503	253 AIRPORT BLVD
40446060	351S307001000009	THOMAS JEANIE D EST OF	C/O SCOTT KIMBERLYE, 578 ROSLYN DR	MOBILE, AL 36608	6105 LUTHER ST
40291000	351S305000017007	THOMAS ROY T & DONNARAE H	220 ST BARNABAS ST	PENSACOLA, FL 32503	220 ST BARNABAS ST
40274000	351S305000220006	THOMING TERI L	5809 RAWSON LN	PENSACOLA, FL 32503	5809 RAWSON LN
40218000	351S305000008002	THOMPSON BRIAN &	5815 ST BENEDICT AVE	PENSACOLA, FL 32503	5815 ST BENEDICT AVE
40436000	351S307000110001	THOMPSON ELIA O	5828 RINGGOLD DR	PENSACOLA, FL 32503	5828 RINGGOLD DR
40120000	351S302101029012	THURMOND JOHN P & RACHEL	931 GERHARDT DR	PENSACOLA, FL 32503	5502 CACTUS RD
43295000	481S305001000050	TODD CALVIN L JR EST OF	C/O HURST, 1 BAYOU BLVD	PENSACOLA, FL 32503	381 E ROYCE ST
40445135	351S307000008003	TODD MARY S	6196 RINGGOLD CIR	PENSACOLA, FL 32503	6196 RINGGOLD CIR
40373000	351S305000004013	TUPUA TALANI S &	288 ST SABAS ST	PENSACOLA, FL 32503	288 ST SABAS ST
40226000	351S305000009003	U S BANK NATIONAL ASSOCIATION	4801 FREDERICA WEST B	OWENSBORO, KY 42301	5814 RAWSON LN
43286525	481S305001000040	VANDERPOOL ROBERTA L EVANS	403 ROYCE ST	PENSACOLA, FL 32503	403 ROYCE ST
40296000	351S305000002008	VARVOURIS ELIZABETH	5633 SAINT ADELA AVE	PENSACOLA, FL 32503	5633 ST ADELA AVE
40270000	351S305000180006	VAUGHN WALTER B & KELLY L	4910 BEEKMAN DR	MISSOURI CITY, TX 77459	284 AIRPORT BLVD
40351500	351S305000110011	VOGEL STEVEN M & BRENDA G	6083 ST CLOUD DR	PENSACOLA, FL 32503	6083 ST CLOUD DR
40445165	351S307000003004	WALKER EVELYN B	421 HANCOCK LN	PENSACOLA, FL 32503	421 HANCOCK LN
40432000	351S307000070001	WALLACE MYRTLE C	5818 RINGGOLD DR	PENSACOLA, FL 32503	5818 RINGGOLD DR
40455640	351S307103006002	WASHINGTON VERNON 50%	3400 W HERNANDEZ ST	PENSACOLA, FL 32505	403 HANCOCK LN
40312000	351S305000002009	WASS JOHN D & APRIL J	223 ST BARNABAS ST	PENSACOLA, FL 32503	223 ST BARNABAS ST
40344500	351S305000040011	WATERS GAYLEN JEAN	5634 ST AMATUS RD	PENSACOLA, FL 32503	5634 ST AMATUS RD
40385000	351S305000008018	WATSON LEE A JR & MAHI S	6075 SAINT ALBAN AVE	PENSACOLA, FL 32503	6075 ST ALBAN ST
40367000	351S305000009012	WATSON W MARGIE TRUSTEE FOR	299 SAINT SABAS ST	PENSACOLA, FL 32503	299 ST SABAS ST
40108000	351S302101028011	WEBB TRUCKING & LAND	1661 W 9 1/2 MILE RD	CANTONMENT, FL 32533	5514 DUVAL ST
40090100	351S302101007009	WELCH PROPERTIES OF PENSACOLA LLC	4801 ROSEMONT PLACE	PENSACOLA, FL 32514	5655 N DAVIS HWY
40056000	351S302101018004	WELLS CAROL F	59 SOUTHERN DR	ENTERPRISE, AL 36330	5607 CACTUS
40057000	351S302101022004	WELLS REUBEN 1/2	59 SOUTHERN DR	ENTERPRISE, AL 36330-8935	5603 CACTUS RD
40231000	351S305000002004	WESTENBERG NICHOLE L	5826 ST BENEDICT AVE	PENSACOLA, FL 32503	5826 ST BENEDICT AVE
40085000	351S302101013008	WHEATLEY WAYNE &	PO BOX 1144	GULF BREEZE, FL 32562	5701 WALTON ST
40228000	351S305000011003	WHITEHEAD RANDALL A	5818 RAWSON LN	PENSACOLA, FL 32503	5818 RAWSON LN
40112000	351S302101012012	WHITFIELD DOUGLAS L SR	5519 DUVAL ST	PENSACOLA, FL 32503	5519 DUVAL ST
40448100	351S307100001003	WILLIAMS ALEXANDER &	399-A HANCOCK LN	PENSACOLA, FL 32503	300 BLK HANCOCK LN
40354500	351S305000140011	WILLIAMS BARRIE D & BARBARA J	283 AIRPORT BLVD	PENSACOLA, FL 32503	283 AIRPORT BLVD
43565100	481S307223000001	WILLIAMS D W FAMILY LIMITED PARTNERSHIP	1050 W I-65 SERVICE RD SOUTH	MOBILE, AL 36609	5600 N DAVIS HWY
40445115	351S307000004003	WILLIAMS ESTER JEAN	18 PLEASANT AVE	PENSACOLA, FL 32505	6185 RINGGOLD CIR
40445145	351S307000010003	WILLIAMS GRADY C & JEAN F	6180 RINGGOLD CIR	PENSACOLA, FL 32503	6180 RINGGOLD CIR
40583155	351S307500000030	WILLIAMS JUSTIN T	6536 WHITE OAK DR	PENSACOLA, FL 32503	428 HANCOCK LN
40449000	351S307100000004	WILLIAMS MARY ANN	399-A HANCOCK LN	PENSACOLA, FL 32503	399 HANCOCK LN A
40578500	351S307305002002	WILLIAMS PAMELA S	6004 ST ELMO ST	PENSACOLA, FL 32503	6004 ST ELMO ST
40583145	351S307500000028	WILLIAMS ROBERT L & GLORIA J	6204 LUTHER ST	PENSACOLA, FL 32503	6204 LUTHER ST
40207500	351S305000080001	WILLIAMS ROCKY N & FAITH A	11866 RUBILITE WAY	RANCHO CORDOVA, CA 95742	5814 ST BENEDICT AVE
40230000	351S305000001004	WILLIAMSON DEBORAH	5824 SAINT BENEDICT AVE	PENSACOLA, FL 32503	5824 ST BENEDICT AVE
40073200	351S302101014006	WILLIAMSON FAMILY TRUST	330 RIOLA PL	PENSACOLA, FL 32506	5601 SHELL RD
43384000	481S306101001025	WILLIAMSON LONNIE R &	3090 PATRICIA DR	PENSACOLA, FL 32526	538 AMBER ST
40212000	351S305000002002	WILLIAMSON RON & ASSOCIATES INC	2177 E OLIVE RD	PENSACOLA, FL 32514	5803 ST BENEDICT AVE
40205200	351S305000061001	WILLIAMSON SHELBY	5810 ST BENEDICT AVE	PENSACOLA, FL 32503	5810 ST BENEDICT AVE
40377545	351S305000002015	WILLINGHAM TIMOTHY J & JENNIFER L	213 ST EUSEBIA ST	PENSACOLA, FL 32503	213 ST EUSEBIA ST

EXHIBIT "A"
Public Notification List

Account	Parcel Ref. No	Owner Name	Mailing Address	Mailing City State Zip	Parcel Address
40073300	351S302101016006	WILSON SAMUEL F II	6972 VILLAGE STREAM PL	GAINESVILLE, VA 20155	5600 DUVAL ST
40391540	351S305000009019	WILSON WILLIAM F & ESTHER F	5932 ST ALBAN RD	PENSACOLA, FL 32503	5932 ST ALBAN RD
40377555	351S305000004015	WOGSLAND LEONARD E & KATHLEEN M	217 ST EUSEBIA ST	PENSACOLA, FL 32503	217 ST EUSEBIA ST
40317000	351S305000007009	WOMACK KATHRYN TRUSTEE FOR	5645 SAINT ADAMAN AVE	PENSACOLA, FL 32503	5645 ST ADAMNAN RD
40357500	351S305000170011	WOOD JOHN & PATRICIA L	25161 TWIN SHORE DR	DOWAGIAC, MI 49047	277 AIRPORT BLVD
40238000	351S305000001005	WOODARD RICHARD W	5905 RAWSON LN	PENSACOLA, FL 32503	5905 RAWSON LN
40468300	351S307108000004	WOODS CARLOS M	6531 SINCLAIR ST	MILTON, FL 32570	21 COLEMAN RD
40099100	351S302101036009	WOS ENTERPRISES LLC	PO BOX 422	MILTON, FL 32572	5513 N DAVIS HWY
40546550	351S307214000003	WU DAVID P L &	9832 HEATHER DR	CANTONMENT, FL 32533	104 HEDGE RD
40545000	351S307211000000	WU PING LAM &	9832 HEATHER DR	CANTONMENT, FL 32533	410 AIRPORT BLVD
40550100	351S307218000002	WU WOON KEUNG TRUST	1085 WINDCHIME WAY	PENSACOLA, FL 32503	102 HEDGE RD
40605000	351S309000000024	WURZBACH ANN 4/8 INT	C/O BRYAN HUTCHINSON, 129 CUMMINGS RD	PENSACOLA, FL 32503	129 CUMMINGS RD
40261000	351S305000090006	WYNN JOSEPH A JR	269 SAINT PATRICK AVE	PENSACOLA, FL 32503	269 ST PATRICK AVE







TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY

CUT -THROUGH TRAVELING NORTHEAST TO SOUTHWEST

This map shows three routes drivers can use to travel between the **northwest and the southwest** zones. It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

I-110 Alternatives A and B during the evening peak hour had greater travel time than the corresponding Rawson Lane route. According to observations, this route would be used by the greatest majority of cut-through traffic – 74 percent.

These alternatives have a slightly greater travel time in the evening than the original Rawson Lane route, likely due to signal timing delays.

The higher morning travel time for Rawson Lane can be attributed to longer delays in making a left turn at the unsignalized intersection of Rawson Lane/Airport Boulevard (S.R. 750) or a left turn at the Rawson Lane/Brent Lane (S.R. 296) signalized intersection.

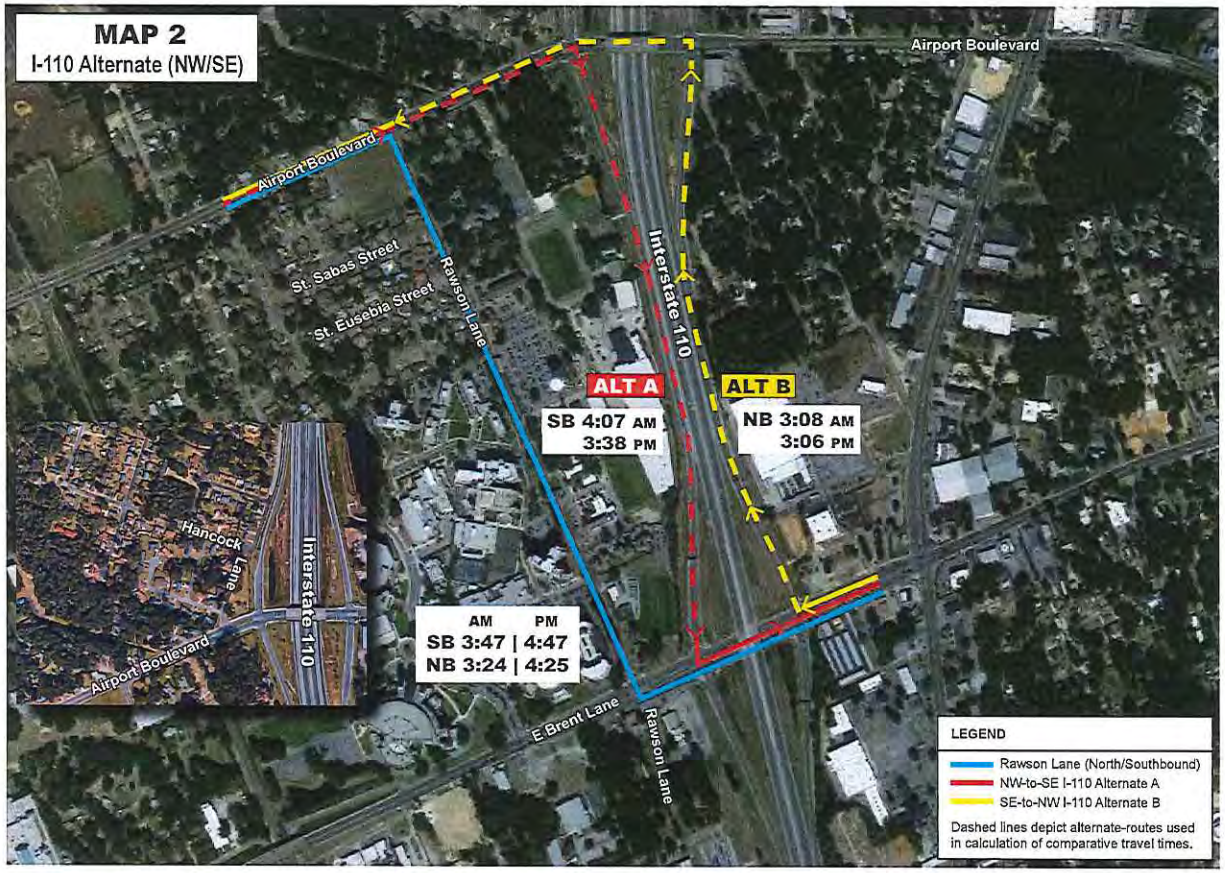
TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY
CUT-THROUGH TRAVELING NORTHEAST TO SOUTHWEST

Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB Cut-Thru	4:05	3:51
Alternative A – Southbound Travel	3:24	4:12
Difference	*41 secs*	*-21 secs*
Original Route - Rawson Lane NB Cut-Thru	3:59	4:34
Alternative B – Northbound Travel	3:31	5:43
Difference	*28 secs*	*-69 secs (-1.15 min)*

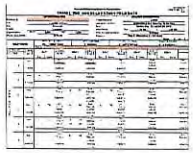
Rawson Lane
Traffic Study

EPR
1720 West Fairfield Dr., Suite 551
Pensacola, FL 32501 Ph: (850) 471-9579
www.epr-florida.com












TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC

ONLY CUT-THROUGH TRAVELING NORTHWEST TO SOUTHEAST

This map shows three routes drivers can use to travel between the **northwest and the southeast** zones. It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

With the exception of southbound travel in the morning, there was a moderately higher travel time for the Rawson Lane route.

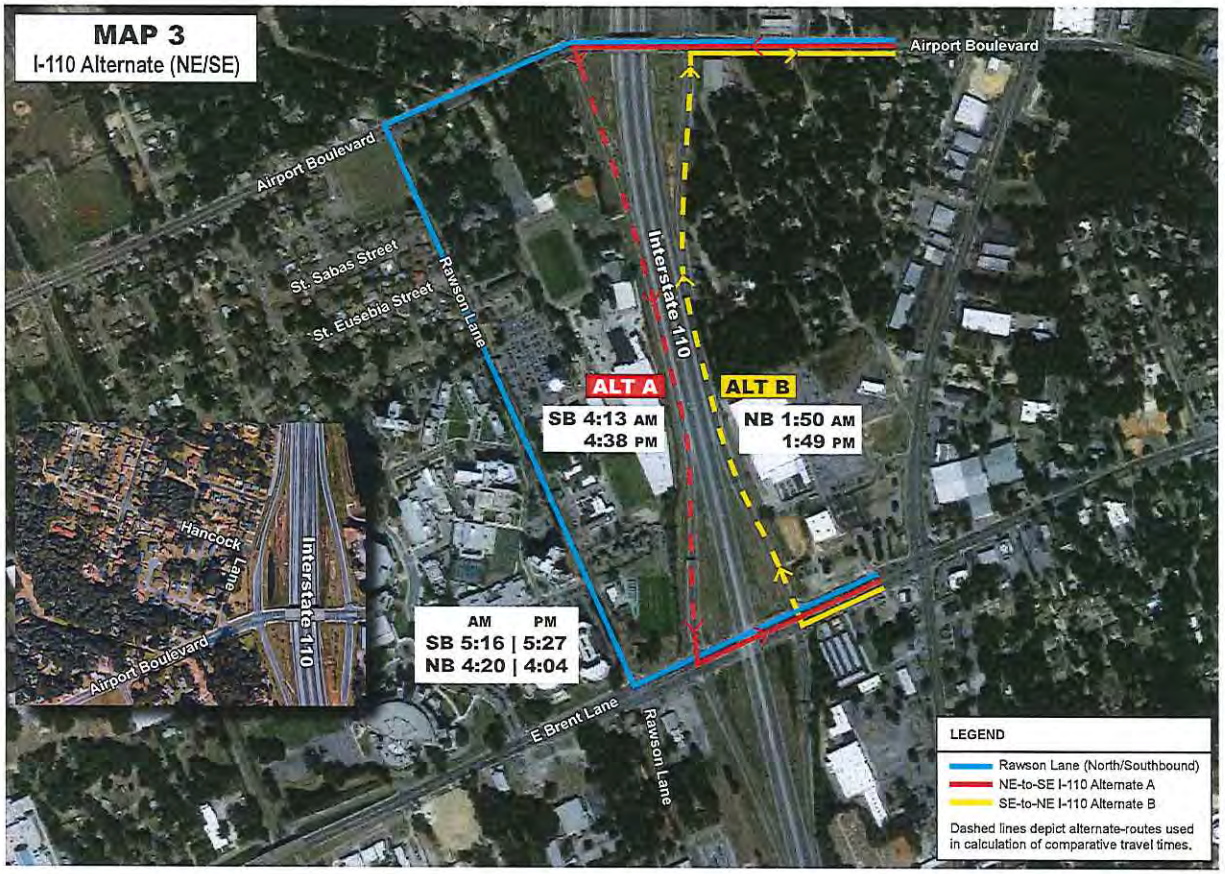
The higher travel time for Rawson Lane can be attributed to longer delays in making a left turn at the unsignalized intersection of Rawson Lane/Airport Boulevard (S.R. 750) or a left turn at the Rawson Lane/Brent Lane (S.R. 296) signalized intersection.

TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY CUT-THROUGH TRAVELING NORTHWEST TO SOUTHEAST		
Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB Cut-Thru	3:47	4:47
Alternative A – Southbound Travel	4:07	3:38
Difference	-20 secs	69 secs (1.15 min)
Original Route - Rawson Lane NB Cut-Thru	3:24	4:25
Alternative B – Northbound Travel	3:08	3:06
Difference	16 secs	79 secs (1.31 min)

Rawson Lane
Traffic Study

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TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY

CUT -THROUGH TRAVELING NORTHEAST TO SOUTHEAST

This map shows three routes drivers can use to travel between the **northeast and the southeast** zones. It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

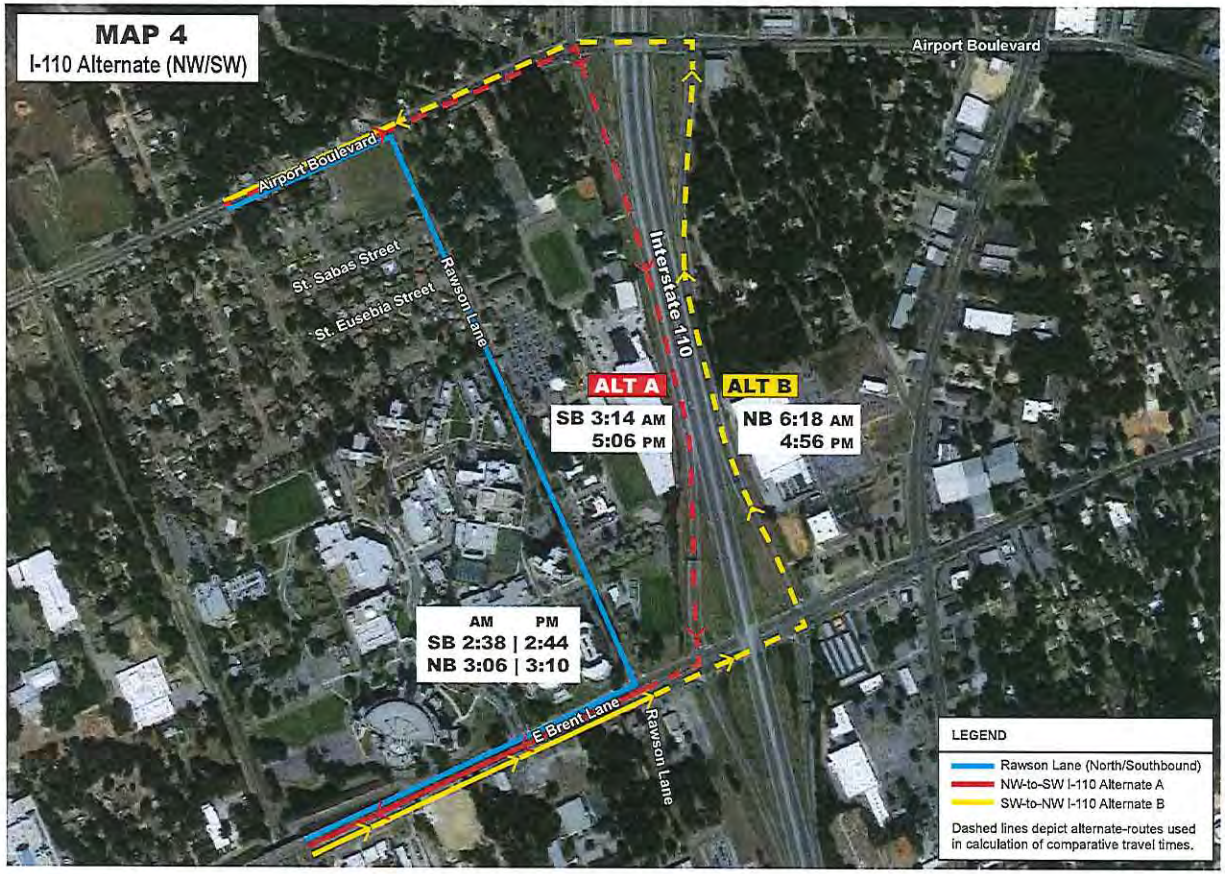
When reviewing the results of the northeast to southeast routes, Rawson Lane has a significantly higher travel time than the alternative, but it is also one of the least likely alternative routes to be taken.

TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY CUT-THROUGH TRAFFIC TRAVELING NORTHEAST TO SOUTHEAST		
Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB Cut-Thru	5:16	5:27
Alternative A – Southbound Travel	4:13	4:38
Difference	63 secs	49 secs
Original Route - Rawson Lane NB Cut-Thru	4:20	4:04
Alternative B – Northbound Travel	1:50	1:49
Difference	150 secs (2.5 min)	135 secs (2.25 min)

Rawson Lane
Traffic Study

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TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY

CUT -THROUGH TRAVELING NORTHWEST TO SOUTHWEST

This map shows three routes drivers can use to travel between the **northwest and the southwest** zones. It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

I-110 Alternatives A and B for northwest to southwest had greater travel time than the corresponding Rawson Lane route. These alternatives have a greater travel time in the evening than the original Rawson Lane route, likely due to signal-timing delays and the length of the routes.

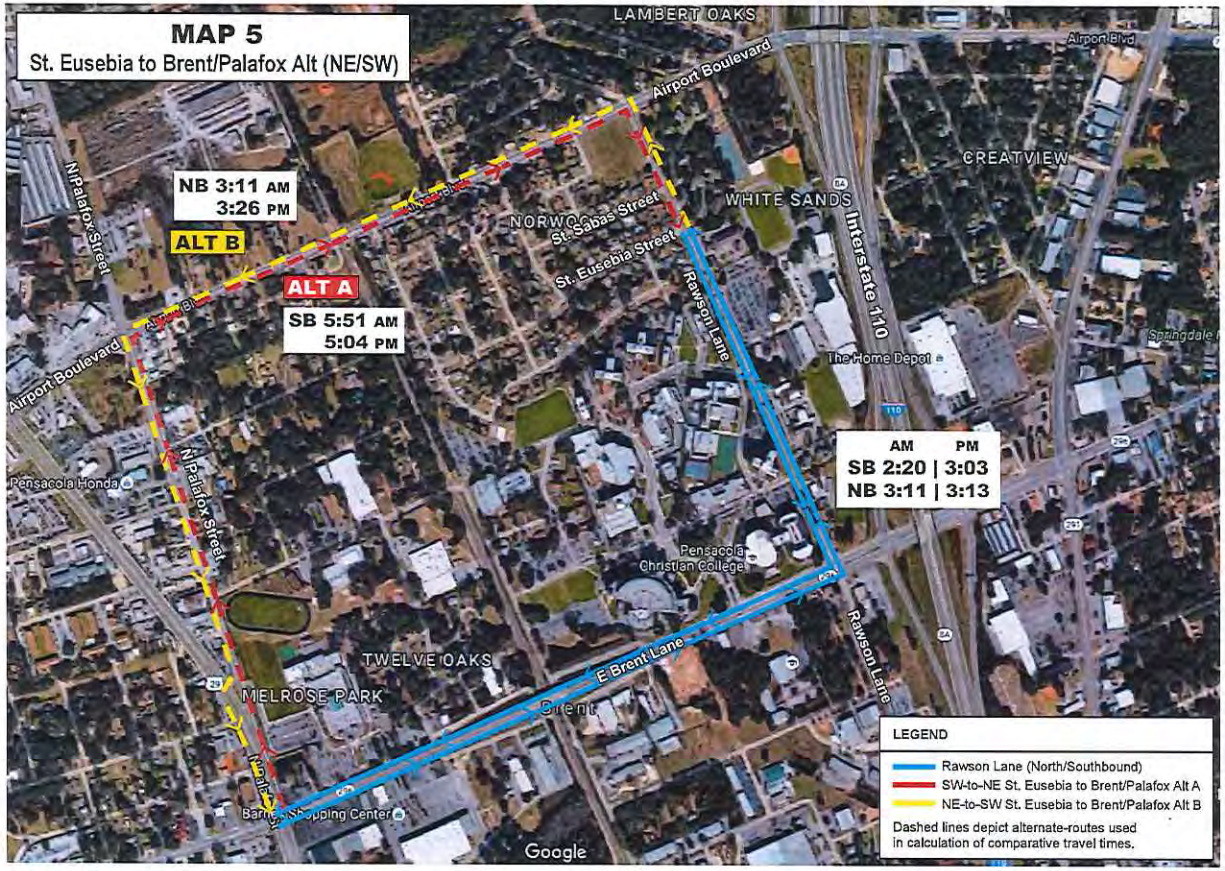
TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR CUT-THROUGH TRAFFIC ONLY
CUT-THROUGH TRAFFIC TRAVELING NORTHWEST TO SOUTHWEST

Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB Cut-Thru	2:38	2:44
Alternative A – Southbound Travel	3:14	5:06
Difference	-36 secs	-142 sec (-2.36 min)
Original Route - Rawson Lane NB Cut-Thru	3:06	3:10
Alternative B – Northbound Travel	6:18	4:56
Difference	-192 secs (-3.2 min)	-106 sec (-1.76 min)

Rawson Lane
Traffic Study

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Pensacola, FL 32501 Ph: (850) 471-9579
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TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

FROM ST. EUSEBIA/ST. SABAS TO PALAFOX/BRENT LANE INTERSECTION

This map shows three routes drivers can use to travel between the **St. Eusebia/St. Sabas streets and the Palafox/Brent Lane intersection.** It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

This display provide travel times for the existing Norwood neighborhood travel patterns and proposed alternative routes to reach nearby centers of retail or employment.

The alternative routes had greater travel times than the corresponding Rawson Lane route. The significant difference in travel times was likely due to signal timing delays and the length of the alternative routes.

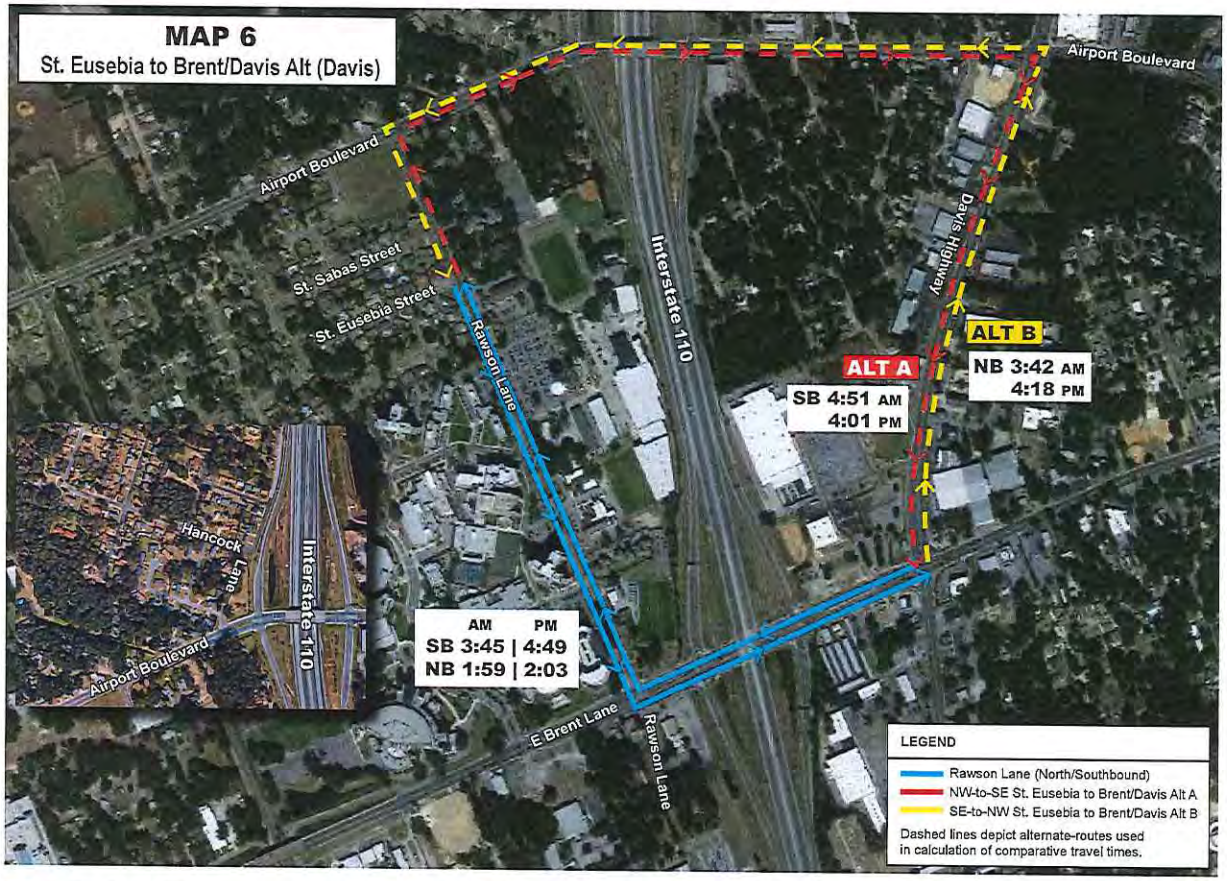
TRAVEL TIMES:

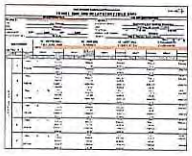
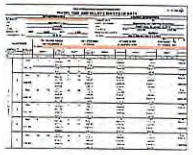
TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC
FROM ST. EUSEBIA/ST. SABAS
TO PALAFOX/BRENT LANE INTERSECTION

Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB	2:20	3:03
Alternative A - SB	5:51	5:04
Difference	*-211 secs (- 3.51 min)*	*-121 secs (-2.01 min)*
Original Route - Rawson Lane NB	3:11	3:13
Alternative B – NB	3:11	3:26
Difference	*0 secs*	*-69 secs (-1.15 min)*

Rawson Lane
Traffic Study

EPR
1720 West Fairfield Dr., Suite 551
Pensacola, FL 32501 Ph: (850) 471-9579
www.epr-florida.com








TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

FROM ST. EUSEBIA/ST. SABAS TO BRENT LANE/DAVIS HIGHWAY INTERSECTION

This map shows three routes drivers can use to travel between the **St. Eusebia/St. Sabas streets and the Brent Lane/Davis Hwy. intersection.** It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

This display provide travel times for the existing Norwood neighborhood travel patterns and proposed alternative routes to reach nearby centers of retail or employment.

All alternative routes (with the exception of the Rawson southbound morning route) had greater travel times than the corresponding Rawson Lane route. The significant difference in travel times was likely due to signal timing delays and the length of the alternative routes. The Rawson Lane southbound morning route with the longer travel time was likely due to long cycle lengths at the Brent Lane/I-110 ramp intersection.

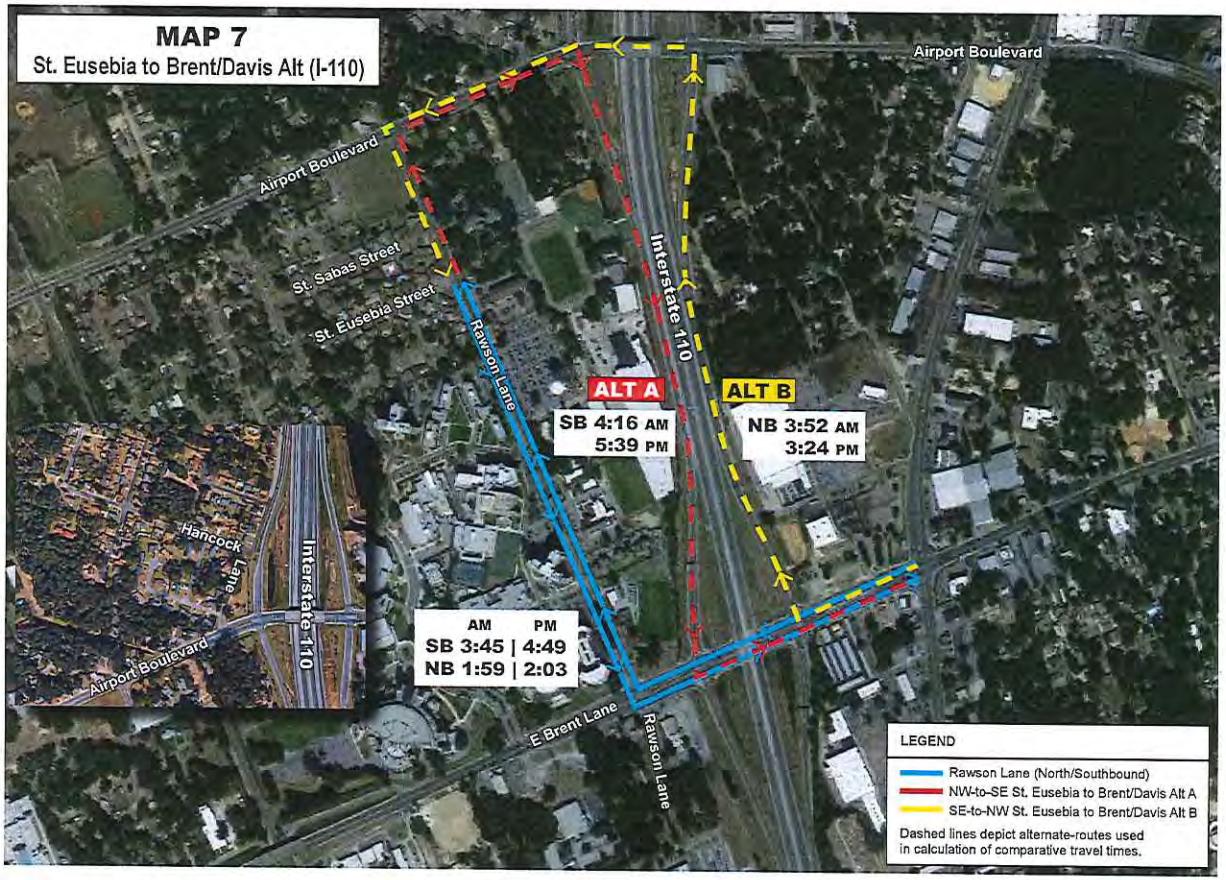
TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC
FROM ST. EUSEBIA/ST. SABAS
TO BRENT LANE/DAVIS HIGHWAY INTERSECTION

Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB	3:45	4:49
Alternative A – SB	4:51	4:01
Difference	-66 secs (-1.1 min)	48 secs (0.8 min)
Original Route - Rawson Lane NB	1:59	2:03
Alternative B – NB	3:42	4:18
Difference	-103 secs (-1.71 min)	-135 secs (-2.25 min)

Rawson Lane
Traffic Study

EPR
1720 West Fairfield Dr., Suite 551
Pensacola, FL 32501 Ph: (850) 471-9579
www.epr-florida.com












TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC

FROM ST. EUSEBIA/ST. SABAS TO BRENT LANE/I-110 RAMPS

This map shows three routes drivers can use to travel between the **St. Eusebia/ St. Sabas streets and the Brent Lane/I-110 ramps**. It also indicates the average travel times for each route during morning and evening peak hours.

- The blue line shows the southbound/northbound Rawson Lane cut-through route and average travel times.
- The red line (Alt A) shows the southbound I-110 route and average travel times.
- The yellow line (Alt B) shows the northbound I-110 route and average travel times.

SUMMARY:

This display provide travel times for the existing Norwood neighborhood travel patterns and proposed alternative routes to reach nearby centers of retail or employment.

The alternative routes had greater travel times than the corresponding Rawson Lane route. The significant difference in travel times was likely due to signal timing delays and the length of the alternative routes.

TRAVEL TIMES:

TRAVEL TIME AVERAGES FOR NORWOOD NEIGHBORHOOD TRAFFIC
FROM ST. EUSEBIA/ST. SABAS
TO BRENT LANE/I110 RAMPS

Route Information	AM Pk Hr Avg Travel Time (m:ss)	PM Pk Hr Avg Travel Time (m:ss)
Original Route - Rawson Lane SB	3:45	4:49
Alternative A - SB	4:16	5:39
Difference	-31 secs (-.5 min)	-50 secs (-.83 min)
Original Route - Rawson Lane NB	1:59	2:03
Alternative B - NB	3:52	3:24
Difference	-113 secs (-1.88 min)	-81 secs (-1.35 min)

Rawson Lane
Traffic Study

EPR
1720 West Fairfield Dr., Suite 551
Pensacola, FL 32501 Ph: (850) 471-9578
www.epr-florida.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11808 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:32 p.m. Public Hearing Concerning the 2017 Grant Application for Federal Transit Administration 5307 Flex Funding in the Amount of $300,000
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing concerning Fiscal Year 2017 Grant Application for Federal Transit Administration Flex Funding for Capital Preventive Maintenance.

Recommendation: That the Board take the following action concerning the Fiscal Year 2017 Grant Application for Federal Transit Administration Flex Funding for Capital Preventive Maintenance for Mass Transit in Escambia County, in the amount of $300,000:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by Escambia County Area Transit (ECAT) for $300,000 in Federal Assistance for Capital Preventive Maintenance;

B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Funding: The Grant Application is for a total of $300,000. A required match of $75,000 will be covered by Florida State Toll Revenue Credits; therefore, all local funds expended on this project will be reimbursed 100% up to the maximum of $300,000]

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

In accordance with the Federal Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), the Florida Department of Transportation (FDOT) is allowed to flex a certain amount of funding between Highway and Transit projects. FDOT has authorized this $300,000 as flex funding for ECAT, including the authorization of the use of $75,000 in Toll Revenue Credits, allowing 100% federal funding for these projects.

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update, adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application follows:

Item	Project Cost
Preventive Maintenance	$300,000

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled Public Hearing.

BUDGETARY IMPACT:

The Grant Application is for a total of $300,000. A required match of $75,000 will be covered by Florida State Toll Revenue credits; therefore; all local funds expended on this project will be reimbursed 100% up to the maximum of $300,000.

A Supplementary Budget Amendment to Fund 104 will be required when the Grant has been approved by the FTA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistance County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Comprehensive Plan; Mobility Element (2. Transit)

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

Draft Application
resolution

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	1092-2017-1
Temporary Application Number	1092-2017-1
Application Name	FY2017 Flex Funds - Preventive Maintenance
Application Status	In-Progress
Application Budget Number	0

DRAFT

Part 1: Recipient Information

Name: County Of Escambia

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Website

Part 2: Application Information

Title: FY2017 Flex Funds - Preventive Maintenance

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2017-1	In-Progress	Grant	11/29/2016	11/29/2016	No

Application Executive Summary
This application is to request funding of $300,000 for Escambia County, which amount has been flexed over from FHWA.

Federal Aid Project Number: FTAX 003 A.
State Project Number: 421733 1

This amount represents FY17 5307 Flex funds. The period covered by the application will be October 1, 2016 - September 30, 2017.

Flex funds can be found on page 598 of the Florida Department of Transportation's STIP which has also been attached.

Escambia will use these funds to provide capital preventive maintenance for FY17 mass Transit Service.

This request is not for Research and Development.

Escambia County will not be applying an indirect cost rate to any activities.

Escambia County is Direct Recipient for these funds.

Escambia County has requested the Florida Department of Transportation to authorize the use of $75,000 in toll revenue credits as a soft match for this grant. The authorization for using these credits has been attached to this application.

Escambia County is the Community Transportation Coordinator (CTC). ADA Paratransit service is currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

The Amalgamated Transit Union represents ECAT employees

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
Yes, this application is subject to Pre-Award Authority.

DRAFT

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$75,000
Total Eligible Cost			**$300,000**

DRAFT

Application Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2017-1-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)		$300,000.00	$0.00	$300,000.00	1
1092-2017-1-P1		11.7A.00	PREVENTIVE MAINTENANCE	$300,000.00	$0.00	$300,000.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: FY17 Capital Assistance - Flex Fund - Preventive Maintenance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2017-1-P1	1092-2017-1-P1	11/29/2016	9/30/2016	9/29/2017

Project Description
Escambia County Requests funds from 2016/2017 FHWA 5307 Funds in the amount of $300,000 for Preventive Maintenance. Local match is provided by Toll Revenue Credits.

Project Benefits
NA

Additional Information
None provided.

Location Description
N/A

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$75,000
Total Eligible Cost			**$300,000**

Project Budget

DRAFT

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2017-1-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)		$300,000.00	$0.00	$300,000.00	1
1092-2017-1-P1		11.7A.00	PREVENTIVE MAINTENANCE	$300,000.00	$0.00	$300,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
Escambia County Request these funds for Preventive Maintenance Costs (labor and parts) for maintaining our fleet. Funding will be used for costs incurred October 1, 2016 - September 30, 2017. Preventive Maintenance is provided via a 3rd party contract with First Transit. We do not expect any one item to exceed $5,000.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

DRAFT

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$75,000
Total Eligible Cost			**$300,000**

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2016	
End Date	9/30/2017	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	$300,000.00	$300,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

DRAFT

RESOLUTION R2017-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5307, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to make urbanized area formula grants for capital projects, planning, job access and reverse commute projects, and operating costs of equipment and facilities for use in public transportation in an urbanized area with fewer than 200,000 individuals; and

WHEREAS, the recipient of an urbanized area formula grant from the USDOT shall be required to provide additional funds as the local matching share of net project costs; and

WHEREAS, the recipient of federal financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination; and

WHEREAS, the recipient of such assistance shall also make a good faith effort to utilize minority business enterprises to the fullest extent possible in connection with grant funded projects and definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultants and other services.

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file grant application(s) on behalf of Escambia County with the USDOT for aid in financing the planning and capital assistance program of projects and budget (FY17) pursuant to 49 U.S.C. §5307.

Section 3. That the County Administrator is authorized to execute and file with such grant application(s) an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 4. That the General Manager of Escambia County Area Transit is authorized to file the grant application(s) and any other documents required by the USDOT for the administration of this program of projects and budget (FY17) on behalf of Escambia County utilizing the Federal Transportation Award Management System (TrAMS).

Section 5. That the County Administrator is authorized to furnish such additional information as the USDOT may require in connection with the grant application(s) for the planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 6. That the County Administrator is authorized to set forth and execute affirmative minority business enterprise policies in connection with the planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreement(s) for aid in financing the planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/8/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11925 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:33 p.m. Public Hearing Concerning the 2017 Grant Application for Federal Transit Administration (FTA) Section 5339
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing concerning Fiscal Year 2017 Grant Application for Federal Transit Administration Section 5339 - Bus and Bus Facilities.

Recommendation: That the Board take the following action concerning the Fiscal Year 2017 Grant Application for Federal Transit Administration (FTA) Section 5339:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by Escambia County Area Transit (ECAT) for $183,316 in Federal Assistance for Capital Projects;

B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from FTA; and

D. Authorize the ECAT General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Budgetary Impact: Capital Project funds require an 80/20 match. The local match will be funded by State of Florida Toll Revenue Credits. Therefore, 100% will be reimbursed up to the maximum allowed $183,316]

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held. The purpose of the hearing is to allow the submitting agency to receive comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The published partial apportionment for Section 5339 is $183,316. The proposed budget for this Grant Application is as follows:

Items	**Project Cost**
Diesel Particulate Filter Cleaning Equipment	$66,176
Engine Replacements	$6,734
Bus Stop Amenities	$110,406
Total	**$183,316**

The current plan for the amenity portion of this grant is to continue upgrades and rehabilitation of the older bus shelters and benches in the ECAT service area, and to purchase new benches and shelters as necessary.

BUDGETARY IMPACT:

Capital Project funds require an 80/20 match. The local match will be funded by State of Florida Toll Revenue Credits. Therefore, 100% of the funds will be reimbursed up to the maximum allowed $183,316.

Upon award of the Grant Funds by the FTA, a Supplemental Budget Amendment will be required to recognize the funds in Fund 320.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, ECAT personnel will electronically file all the required documentation and will coordinate with the FTA and Florida Department of Transportation (FDOT) for all necessary funding activities covered by this Grant.

Attachments

Draft Application

resolution

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	1092-2017-3
Temporary Application Number	1092-2017-3
Application Name	2017 5339 - Bus and Bus Facilities
Application Status	In-Progress
Application Budget Number	0

DRAFT

Part 1: Recipient Information

Name: COUNTY OF ESCAMBIA

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Website

Part 2: Application Information

Title: 2017 5339 - Bus and Bus Facilities

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2017-3	In-Progress	Grant	2/7/2017	2/7/2017	No

Application Executive Summary
Escambia County, FL requests FY2017 $183,316 Capital Assistance using 5339 funds. Requested funds total $183,316 Escambia will use these funds to Purchase Diesel Particulate Filter Cleaning Equipment, 2 new Engines for Cutaway vehicles, and bus stop amenities, to include Maintenance.
A copy of a Florida Department of Transportation letter, authorizing the use of $45,829 in toll revenue credits as a soft match for all capital related items has been attached to this application
The UPWP has also been attached to this application Escambia County is the Community Transportation Coordinator (CTC).
ADA Paratransit services are currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes
ECAT Employees are represented by Local 1395 of the Amalgamated Transit Union
Projects are included in STIP dated 9/1/16 project #430995 on page 617. This page is included with this application.
The award dates will be October 1, 2016 through September 30, 2017.
Escambia County is the Direct Recipient for 5339 Funds.
This application does NOT include funds for research and/or development activities
Indirect costs will NOT be applied to this application and its scope of work

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
No, this application is not subject to Pre-Award Authority.

DRAFT

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount

49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$183,316
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$45,829
Total Eligible Cost			**$183,316**

Application Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2017-3-P1	111-00 (111-)	BUS - ROLLING STOCK	$6,734.00	$0.00	$6,734.00	2
1092-2017-3-P1		11.14.04 REHAB/REBUILD	$6,734.00	$0.00	$6,734.00	2
1092-2017-3-P1	113-00 (113-)	BUS - STATION/STOPS/TERMINALS	$110,406.00	$0.00	$110,406.00	0
1092-2017-3-P1		11.34.10 REHAB/RENOVATE - BUS PASSENGER SHELTERS	$110,406.00	$0.00	$110,406.00	0
1092-2017-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	$66,176.00	$0.00	$66,176.00	1
1092-2017-3-P1		11.42.05 ACQUIRE - YARDS AND SHOPS	$66,176.00	$0.00	$66,176.00	1

DRAFT

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Section 5339 FY2017 Bus and Bus Facilities

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2017-3-P1	1092-2017-3-P1	2/28/2017		

Project Description
Escambia County would like to use these funds to Purchase a Diesel Particulate Filter Cleaning System, 2 new Engines for Cutaway vehicles, and maintenance on bus stop amenities.

Project Benefits
..

Additional Information
None provided.

Location Description
Escambia County Area Transit (ECAT) operates Fixed Route in Escambia County, and Pensacola FL, extending up into the rural area of Century. ECAT has a maintenance facility on site where Preventive Maintenance and repairs are performed on all fleet vehicles.

Project Location (Urbanized Areas)

There are no urbanized areas selected for this project.

Congressional District Information

There are no congressional districts selected for this project.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$183,316
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$45,829
Total Eligible Cost			**$183,316**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2017-3-P1	111-00	BUS - ROLLING STOCK	$6,734.00	$0.00	$6,734.00	2

DRAFT

	(111-)						
1092-2017-3-P1		11.14.04	REHAB/REBUILD	$6,734.00	$0.00	$6,734.00	2
1092-2017-3-P1	113-00 (113-)	BUS - STATION/STOPS/TERMINALS		$110,406.00	$0.00	$110,406.00	0
1092-2017-3-P1		11.34.10	REHAB/RENOVATE - BUS PASSENGER SHELTERS	$110,406.00	$0.00	$110,406.00	0
1092-2017-3-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES		$66,176.00	$0.00	$66,176.00	1
1092-2017-3-P1		11.42.05	ACQUIRE - YARDS AND SHOPS	$66,176.00	$0.00	$66,176.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.05 - ACQUIRE - YARDS AND SHOPS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.05	ACQUIRE - YARDS AND SHOPS	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Purchase of a Diesel Particulate Filter Cleaning Equipment - based on a quote from the manufacturer we expect the cost to be $66,177

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$66,176
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

DRAFT

Transportation Development Credit	$16,544
Total Eligible Cost	**$66,176**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.34.10 - REHAB/RENOVATE - BUS PASSENGER SHELTERS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.34.10	REHAB/RENOVATE - BUS PASSENGER SHELTERS	REHAB/RENOVATE BUS STATIONS	0

Extended Budget Description
We would like to use these funds to rehab/renovate/and maintain current bus shelters

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$110,406
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$27,601
Total Eligible Cost			**$110,406**

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Budget Activity Line Item: 11.14.04 - REHAB/REBUILD

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity

DRAFT

BUS - ROLLING STOCK (111-00)	11.14.04	REHAB/REBUILD	REHAB/REBUILD - CAPITAL BUS	2

Extended Budget Description
replacement engines for ADA Paratransit vehicles. Based on previous purchases, we expect these engines to be $3,367 each.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$6,734
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$1,684
Total Eligible Cost			**$6,734**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	MM/dd/yyyy	
Contract Award Date	MM/dd/yyyy	
Initial Delivery Date	MM/dd/yyyy	
Final Delivery Date	MM/dd/yyyy	
Contract Completion Date	MM/dd/yyyy	

DRAFT

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

DRAFT

RESOLUTION R2017-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Title 49, Chapter 53 of the U.S. Code, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to make grants for public transportation systems; and

WHEREAS, the recipient of financial assistance from the USDOT shall be required to provide additional funds as the local matching share of net project costs; and

WHEREAS, the recipient of financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination; and

WHEREAS, the recipient of such assistance shall also make a good faith effort to utilize minority business enterprises to the fullest extent possible in connection with grant funded projects and definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultants and other services.

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file grant application(s) on behalf of Escambia County with the USDOT for aid in financing the planning and capital assistance program of projects and budget (FY17) pursuant to 49 U.S.C. §§5301-5340.

Section 3. That the County Administrator is authorized to execute and file with such grant application(s) an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 4. That the General Manager of Escambia County Area Transit is authorized to file the grant application(s) or other documents required by the USDOT for the administration of this program of projects and budget (FY17) on behalf of Escambia County utilizing the Federal Transportation Award Management System (TrAMS).

Section 5. That the County Administrator is authorized to furnish such additional information as the USDOT may require in connection with the grant application(s) for the

planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 6. That the County Administrator is authorized to set forth and execute affirmative minority business enterprise policies in connection with the planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY17) on behalf of Escambia County.

Section 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By/Title:

Date: 3/8/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11967 **Public Hearings 13.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:34 p.m. Public Hearing to consider an Ordinance creating Section 70-71 relating to street lighting MSBUs
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:34 p.m. Public Hearing to consider adopting an Ordinance creating Section 70-71, relating to Street Lighting Municipal Services Benefits Units.

Recommendation: That the Board adopt an Ordinance creating Volume I, Chapter 70, Article VIII, Division 1, Section 70-71, of the Escambia County Code of Ordinances, for the purpose of formally codifying previously enacted Ordinances establishing Municipal Service Benefit Units providing street lighting districts in certain unincorporated areas of Escambia County, Florida.

BACKGROUND:
The proposed Ordinance will create a provision in the Code for the purpose of formally codifying previously enacted Ordinances establishing municipal service benefit units providing street lighting districts in certain unincorporated areas of Escambia County, Florida.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, March 25, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance Relating to Street Lighting MSBUs

Proof of Publication

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 1, SECTION 70-71 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO STREET LIGHTING MUNICIPAL SERVICES BENEFITS UNITS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VII, Section 1(f) of the Constitution of the State of Florida and §125.01(q), Florida Statutes, the County is authorized to establish municipal service benefit units; and

WHEREAS, the Board of County Commissioners of Escambia County previously enacted Ordinances establishing municipal service benefit units for the purpose of providing street lighting districts in certain unincorporated areas of Escambia County, Florida; and

WHEREAS, the Board of County Commissioners finds that enacting this provision to formally codify said previously enacted Ordinances 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 70, Article III, Section 70-71 of the Escambia County Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 70-71. – Street Lighting Municipal Services Benefits Units

The following Ordinances, which were previously enacted by the Board of County Commissioners, are hereby formally codified as part of the Escambia County Code of Ordinances:

Ord #	District
2004-25	Wyatt Street Area Street Lighting Municipal Service Benefit Unit;
2004-26	Johnstone Street Area Street Lighting Municipal Service Benefit Unit;
2004-27	Tiffany Street Area Street Lighting Municipal Service Benefit Unit;
2004-42	Vizcaya Street Area Street Lighting Municipal Service Benefit Unit;
2004-43	Magnolia Lakes Estates, Unit 5 Street Area Street Lighting Municipal Service Benefit Unit;
2004-44	Marcus Pointe Villas Street Area Street Lighting Municipal Service Benefit Unit;
2004-45	Bridgewood Street Area Street Lighting Municipal Service Benefit Unit;
2004-46	Ziglar Ridge Street Area Street Lighting Municipal Service Benefit Unit;
2004-47	Busbee Plantation Area Street Lighting Municipal Service Benefit Unit;
2004-48	Westfield Area Street Lighting Municipal Service Benefit Unit;
2004-49	Amelia Place Street Area Street Lighting Municipal Service Benefit Unit;
2004-55	Tahisco Grove Area Street Lighting Municipal Service Benefit Unit;
2004-57	Woodbridge Street Area Street Lighting Municipal Service Benefit Unit;

2005-27 Grande Oaks Farms, Addition 1, Area Street Lighting Municipal Service Benefit Unit;
2005-28 Hickory Hills Area Street Lighting Municipal Service Benefit Unit;
2005-29 Glenwood Area Street Lighting Municipal Service Benefit Unit;
2005-30 Floridian, Phase 1 Area Street Lighting Municipal Service Benefit Unit;
2005-31 Lakes of Carrington Area Street Lighting Municipal Service Benefit Unit;
2005-32 Grand Cayman, Phase II Area Street Lighting Municipal Service Benefit Unit;
2005-57 Southwoods Area Street Lighting Municipal Service Benefit Unit;

2006-5 Cypress Creek Area Street Lighting Municipal Service Benefit Unit;
2006-6 Arbor Ridge Area Street Lighting Municipal Service Benefit Unit;
2006-7 Floridian Phase II Area Street Lighting Municipal Service Benefit Unit;
2006-8 Logan Place Area Street Lighting Municipal Service Benefit Unit;
2006-14 Twin Spires Plantation Area Street Lighting Municipal Service Benefit Unit;
2006-15 Grande Lagoon Area Street Lighting Municipal Service Benefit Unit;
2006-31 Bilek Manor Area Street Lighting Municipal Service Benefit Unit;
2006-33 Betmark Place Area Street Lighting Municipal Service Benefit Unit;
2006-34 Manchester Area Street Lighting Municipal Service Benefit Unit;
2006-36 Millview Estates Area Street Lighting Municipal Service Benefit Unit;
2006-37 Woodlands Area Street Lighting Municipal Service Benefit Unit;
2006-42 Grand Cedars Reserve Area Street Lighting Municipal Service Benefit Unit;
2006-43 Heron Bayou Area Street Lighting Municipal Service Benefit Unit;
2006-44 High Springs Area Street Lighting Municipal Service Benefit Unit;
2006-45 Oakhills Estates Area Street Lighting Municipal Service Benefit Unit;
2006-46 Twin Pines, Phase I Area Street Lighting Municipal Service Benefit Unit;
2006-57 Bristol Creek, Phase III Area Street Lighting Municipal Service Benefit Unit;
2006-58 Ironhorse Area Street Lighting Municipal Service Benefit Unit;
2006-59 Herrington Place Area Street Lighting Municipal Service Benefit Unit;
2006-60 Bristol Creek, Phase II Area Street Lighting Municipal Service Benefit Unit;
2006-81 Glenview Area Street Lighting Municipal Service Benefit Unit;
2006-82 Waterford Place Area Street Lighting Municipal Service Benefit Unit;

2007-4 Turnberry Place Area Street Lighting Municipal Service Benefit Unit;
2007-32 Airway Oaks Street Lighting Municipal Service Benefit Unit;
2007-71 Creekwood Street Lighting Municipal Service Benefit Unit;

2008-1 Audrey Plantation Street Lighting Municipal Service Benefit Unit;
2008-8 Heritage Oaks Street Lighting Municipal Service Benefit Unit;
2008-11 Wetherby Cove Street Lighting Municipal Service Benefit Unit;
2008-12 Baywalk Circle Street Lighting Municipal Service Benefit Unit;
2008-13 Scenic Hills North Street Lighting Municipal Service Benefit Unit;
2008-15 Dunleith Street Lighting Municipal Service Benefit Unit;
2008-18 Willow Tree Acres Street Lighting Municipal Service Benefit Unit;
2008-19 Twin Pines II Street Lighting Municipal Service Benefit Unit;
2008-20 Huntington Street Lighting Municipal Service Benefit Unit;
2008-22 Cardinal Creek Street Lighting Municipal Service Benefit Unit;
2008-23 Boulder Creek and First Addition Street Lighting Municipal Service Benefit Unit;
2208-32 Lost Creek Street Lighting Municipal Service Benefit Unit;
2008-33 Osprey Place Street Lighting Municipal Service Benefit Unit;
2008-34 Clear Creek Farms and First Addition Street Lighting Municipal Service Benefit Unit;
2008-35 Madison Place Street Lighting Municipal Service Benefit Unit;
2008-41 Maple Oaks West Phase II Street Lighting Municipal Service Benefit Unit;

2008-58 Lillian Woods Subdivision Street Lighting Municipal Service Benefit Unit;
2008-59 Summerfield Street Lighting Municipal Service Benefit Unit;
2008-60 Providence Manor Street Lighting Municipal Service Benefit Unit;
2008-61 Weatherstone Street Lighting Municipal Service Benefit Unit;
2008-62 Autumn Meadows Street Lighting Municipal Service Benefit Unit;

2009-2 West Ridge Place Street Lighting Municipal Service Benefit Unit;
2009-3 Indian Lake Subdivision Street Lighting Municipal Service Benefit Unit;
2009-6 Chasefield Subdivision Street Lighting Municipal Service Benefit Unit;
2009-32 Li Fair Subdivision Street Lighting Municipal Service Benefit Unit;

2010-30 River Oaks Landing Subdivision Street Lighting Municipal Service Benefit Unit;

2011-15 Camshire Meadows Subdivision Street Lighting Municipal Service Benefit Unit;
2011-16 Highlands Subdivision Street Lighting Municipal Service Benefit Unit;
2011-31 Robinson's Mill Subdivision Street Lighting Municipal Service Benefit Unit;
2011-36 Coventry Estates Subdivision Street Lighting Municipal Service Benefit Unit;

2012-6 Heritage Woods Subdivision Street Lighting Municipal Service Benefit Unit;
2012-12 Woodside Estates I & II Subdivision Street Lighting Municipal Service Benefit Unit;
2012-25 Sunset Oaks Subdivision Street Lighting Municipal Service Benefit Unit;

2013-15 Bay Meadows Subdivision Street Lighting Municipal Service Benefit Unit;
2013-16 Deerfield Estates Subdivision Street Lighting Municipal Service Benefit Unit;
2013-17 Providence Manor II Subdivision Street Lighting Municipal Service Benefit Unit;
2013-26 Millview Estates II Subdivision Street Lighting Municipal Service Benefit Unit;

2014-41 Legacy Oaks Subdivision Street Lighting Municipal Service Benefit Unit;

2015-25 Lincoln Park Homeowners Area Street Lighting Municipal Service Benefit Unit;

2016-7 Baybrook Subdivision Street Lighting Municipal Service Benefit Unit;

True and accurate copies of the foregoing provisions shall remain on file with the Escambia County Clerk of the Circuit Court's Office of the Clerk to the Board of County Commissioners.

Section 3. Severability.

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

Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to

accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this ___ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk
(SEAL)

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

Approved as to form and legal sufficiency.
By/Title:
Date: 2/24/17

pnj.com

Affidavits Requested:
3

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

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

03/25/17

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

Sworn to and Subscribed before me this 27th of March 2017, by Brittni Pendington who is personally known to me

Affiant

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

Publication Cost: $179.98
Ad No: 0002014523
Customer No: PNJ-26717750

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, April 6, 2017 at 5:34 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 1, SECTION 70-71 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO STREET LIGHTING MUNICIPAL SERVICES BENEFITS UNITS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2014523 1T March 25, 2017

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, April 6, 2017 at 5:34 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 1, SECTION 70-71 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO STREET LIGHTING MUNICIPAL SERVICES BENEFITS UNITS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2014523 1T March 25, 2017

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11971 **Public Hearings 14.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:35 p.m. Public Hearing to consider an Ordinance amending provisions of the Leave No Trace Ordinance
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:35 p.m. Public Hearing to consider adopting an Ordinance amending provisions of the Leave No Trace Ordinance.

Recommendation: That the Board adopt an Ordinance amending Chapter 42, Article X, Section 42-419, relating to permits issued in accordance with the Leave No Trace Ordinance and Section 42-421 relating to penalties for violations of the Leave No Trace Ordinance.

BACKGROUND:
On August 6, 2015, this Board previously enacted Ordinance 2015-29 creating the "Leave No Trace Ordinance" now codified as Chapter 42, Article X, Sec. 42-415 through Sec. 42-421. The proposed Ordinance will amend Section 42-419 to clarify the County Administrator's authority to grant permits issued in accordance with the Leave No Trace Ordinance and also amend Section 42-421 to further specify penalties that may be assessed for violations of the Leave No Trace Ordinance.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, March 25, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance Amending Provisions of the Leave No Trace Ordinance

Proof of Publication

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 42, ARTICLE X, SECTION 42-419 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PERMITS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE ESCAMBIA COUNTY "LEAVE NO TRACE ORDINANCE"; AMENDING CHAPTER 42, ARTICLE X, SECTION 42-421 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PENALTIES FOR VIOLATIONS OF THE ESCAMBIA COUNTY "LEAVE NO TRACE ORDINANCE"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §125.01, Florida Statutes, this Board previously enacted Ordinance 2015-29 creating the "Leave No Trace Ordinance" now codified as Chapter 42, Article X, Sec. 42-415 through Sec. 42-421; and

WHEREAS, the Board of County Commissioners finds that Sec. 42-419 of the Escambia County Code of Ordinances relating to permits issued in accordance with the provisions of the Escambia County "Leave No Trace Ordinance" requires amendment to clarify the County Administrator's authority to grant such permits; and

WHEREAS, the Board of County Commissioners finds that Sec. 42-421 of the Escambia County Code of Ordinances relating to penalties assessed for violations of the provisions of the Escambia County "Leave No Trace Ordinance" requires amendment; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments to Sec. 42-419 and Sec. 42-421 serve an important public purpose.

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

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

Section 2. Amendment. Volume 1, Chapter 42, Article X, Section 42-419 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 42-419. –Permits.

(a) Permits may be issued by the County Administrator or ~~their~~ his or her designee for activities otherwise prohibited by this article for such periods of time and under such conditions as the County Administrator or his or her designee deems appropriate ~~under the circumstances that are found to be necessary for~~, including, but not limited to, the following:

(1) Reasonable accommodation of persons with disabilities;

(2) Adjunct to a lawfully existing activity;

(3) ~~For t~~The conduct of a governmental, civic or educational activity;

(4) ~~For t~~The conduct of scientific research;

(5) ~~For special e~~Events permitted by the SRIA.

(b) Such permit shall include the following:

(1) Name and contact information of the owner or person in possession and control of the item;
(2) Description of the item;
(3) Location of the item;
(4) Duration of time the item will remain in such location; and
(5) Acknowledgement that owner or person in possession and control of the item will be liable for any impacts to federally protected species.
(6) A copy of an approved Florida Department of Environmental Protection field permit and associated special conditions, if applicable, shall ~~is required to~~ be provided to the County and SRIA prior to deployment of item(s) onto the beach.

(c) This article is not intended to authorize any violation of F.S. § 379.2431 or any of the provisions of the Endangered Species Act. Escambia County will not be liable for any impacts to federally protected species resulting from persons leaving items of personal property on the beach and such liability will rest with the owner of such item.

(d) Any application for a permit under this section shall be accompanied by a fee paid to the Santa Rosa Island Authority. At the County Administrator or his or her designee's discretion, a refundable deposit may also be required to acquire a permit under this section, which shall be forfeited if the permittee fails to comply with the requirements of this article.

Section 3. Amendment. Volume 1, Chapter 42, Article X, Section 42-421 of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 42-421. - Penalty.

~~Violations of this article are punishable as provided in section 1-17 of the County Code of Ordinances.~~

a) Violations of this article shall be a civil infraction. The maximum civil penalty for a civil infraction shall not exceed $500.00. A law enforcement officer or a code enforcement officer may issue a citation pursuant to section 30-63 of the Escambia County Code of Ordinances. Each violation of any provision of this article shall constitute a separate offense.

b) Any person who willfully refuses to sign and accept a citation issued by a law enforcement officer or a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code. It is the intention of the Board of County

Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk
(SEAL)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 3/2/17

SANTA ROSA
ISLAND AUTHORITY

As of September 26, 2016

application fees have changed.

Application fee schedule:

$50.00 –90+ days out;
$100.00 –less than 90 days out;
$150.00 –less than 60 days out;
$200.00 –less than 30 days out;

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

SANTA ROSA ISLAND AUTHORITY

Events Cover Sheet

Thank you for your interest in holding an event on Pensacola Beach
All requests to use public facilities or events that will be held on private leasehold property with the possibility of impeding parking, traffic, etc. **must be submitted at least 90 days in advance.**

Application fee schedule:

$50.00 –90+ days out; **$100.00** –less than 90 days out;
$150.00 –less than 60 days out; **$200.00** –less than 30 days out;

Cash or check, payable to SRIA - **must be submitted with the completed application.**
A written narrative, a site plan, notarized page
(must be signed in front of a notary -we have several on staff)

Events are approved annually. Although an event may be approved one year, it is not guaranteed approval for additional years. **Events that are produced by Pensacola Beach businesses, civic groups or The Santa Rosa Island Authority take precedence over any other event request.**

-Liability insurance in the amount of $1,000,000 [one million dollars] naming the Santa Rosa Island Authority and Escambia County as additional insured's. Insurance must be in effect for the entire time of the event, including set-up and tear-down days.

Depending on your event you may be required to pay for some of the services listed below:

-Security, as determined by Escambia County Sheriff's Department

-Clean up -a bond may be required if determined necessary by the Santa Rosa Island Authority's Public and Recreational Facilities Department

-Tent Permit - application must be submitted, with $25.00 application fee, and approved through SRIA first. If the tent is larger than 1O'x12' you must obtain a permit through Escambia County's Building Inspections Department. If the tent is to be located on either shoreline, gulf or sound, approval from the State Department of Environmental Protection is required -SRIA will obtain this. **TENTS MUST BE SECURED WITHOUT DRIVING STAKES INTO ANY PAVEMENT.**

-Medical Assistance, as determined by the Santa Rosa Island Authority's Public Safety Department

- Port-0-Lets, to be determined by the Santa Rosa Island Authority's Public and Recreational Facilities Department.

- Labor cost of additional labor to install or set-up electric or water facilities if approved.

SANTA ROSA ISLAND AUTHORITY

A written narrative, a site plan, notarized page (must be signed in front of a notary -we have several on staff), **application fee -$50.00** -cash/check payable to SRIA- **must be submitted with the completed application.**

All requests to use public facilities or events that will be held on private leasehold property with the possibility of impeding parking, traffic, etc. must be submitted at least 90 days in advance.

PLEASE PRINT

Event: _____

Date of Event: _____ Time of Event: _____

Set-up dates _____ Set-up time: _____

Event Sponsor: _____

NFP [ ]

Contact Person: _____

Contact Phone: _____ Fax: _____

Contact email: _____

Contact Address: _____

DESCRIPTION OF EVENT: _____

_____

_____

_____

_____

_____

_____

_____ Continue on back if necessary

Amount Paid

Cash/Check

Rcvd By

SANTA ROSA ISLAND AUTHORITY

By execution of this agreement, Santa Rosa Island Authority ("SRIA") does grant and allow the use of SRIA Public Facilities and certain permanent fixtures and structures thereon under the aforementioned/following terms and conditions:

Facility to be used:
Quietwater Amphitheater [ ] **Gulfside Pavilion [ ]** **Other:**_____

PLEASE NOTE: separate fees may be required to be paid for each facility used/occupied. Insurance coverage must be provided in the amount of $1,000,000 [one million dollars] with the Santa Rosa Island Authority and Escambia County listed as additional insured's for each day of the event including set-up and take-down days for each event.

Expected Attendance:_____ Last year's Attendance _____

Sponsor/applicant shall pay one of the following sums at the time this agreement is submitted/executed for use of SRIA public facilities:

_____Up to 100 people --------- [ ] $25.00 w/o electricity [ ]$50.00 with electricity

_____101 to 500 people -------- [ ] $50.00 w/o electricity [ ]$75.00 with electricity

_____Over 501 people --------- [ ]$100.00 w/o electricity [ ]$125.00 with electricity

[ ] Fees waived per_____

Will food and/or beverages be served-where? _____
Alcohol No [ ] Yes [ ] (SRIA use only initial)

Sponsor must make arrangements for electricity with Maintenance Department of the Santa Rosa Island Authority, 850.932.4935, Monday through Friday, between the hours of 9:00 am and 3:00 pm. This must be done in person at least three (3) working days prior to the day of the event/s.

ELECTRICAL REQUIRED: NO [ ] YES [ ] PLEASE SPECIFY: _____

WATER REQUIRED: NO [ ] YES [ ]

TENTS: NO [ ] YES [ ] tent application and fee, $25.00 must be submitted with this application

How many tents: _____ Tent Size: _____

- - A scale site plan must be submitted with the application showing the desired tent locations/s - -

A permit is required by Escambia County if the tent is larger than 10'x12'. An approved SRIA tent permit and site plan must be taken to Escambia County Building Inspections by applicant for their approval. If the tent is to be located on the beaches of the Gulf of Mexico, you must also obtain a permit from the Florida Department of Environmental Protection (FDEP). During turtle nesting season, May 1- November 1, all tents must be permitted through FDEP. TENTS MUST BE SECURED WITHOUT DRIVING STAKES INTO ANY PAVEMENT

SANTA ROSA
ISLAND AUTHORITY

INSURANCE IS REQUIRED IN THE AMOUNT OF $1,000,000 [ONE MILLION DOLLARS] WITH SANTA ROSA ISLAND AUTHORITY AND ESCAMBIA COUNTY LISTED AS ADDITIONAL INSURED'S

INDEMNIFICATIONS: Event Producer shall be liable for any and all damage done to the property covered by this agreement located on Pensacola Beach, as applicable, regardless of who causes such damage or how such damage is caused, during the period of use contained in this agreement. Further, Event Producer shall agree to defend, indemnify, and hold harmless the Santa Rosa Island Authority, its officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.

GUIDELINES: The attached guidelines are considered a part of this agreement and Event Producer agrees to abide by all terms and conditions contained therein.

I, the undersigned Event Producer, have read the above policy and guidelines and agree to abide by them.

_____

Signature of Event Producer Date

_____ _____

Witness #1 Signature Witness #2 Signature

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this the_____day of_____, 20_____

by_____who is personally known to me or who has produced

_____as identification, who did or did not take an oath.

_____

Notary Public

My commission expires:

TO BE USED BY SRIA PERSONNEL ONLY

Event security as recommended by Escambia County Sheriff's Department: _____

_____

Is Gulf Breeze Police coordination necessary: Yes No

Barricades: Yes_____ No

Extra Dumpster: Yes_____ No

Portable Toilets: Yes_____ No

Clean-up: Yes_____ No

Clean-up bond: Yes_____ No Amount_____

Comments:

_____

_____

FUNDING:

Cost to SRIA for approving event. See below:

Name of Department	Date Personnel Needed	Number of Personnel Needed	Time Needed
Public and Recreation Facilities			To: From: # Hours:
Promotion & Events			To: From: # Hours:
Administration & Leasing			To: From: # Hours:
Environmental Services			To: From: # Hours:
Finance			To: From: # Hours:
Public Safety			To: From: # Hours:

Is this a budgeted event? Yes No
If yes, amount funded is $_____
Is additional funding needed? Yes No
If yes, amount needed is $_____
Work Order Written to Department involved to charge cost of operation:

_____

SANTA ROSA
ISLAND AUTHORITY

TO BE USED BY SRIA PERSONNEL ONLY

[ ] Event Coordinator:_____DATE:_____
[ ] calendar [ ] spreadsheet/sent

[] Program Manager of Public Works:_____DATE:_____

[ ] Chief of Public Safety: _____DATE:_____

[ ] Director of Administration: _____DATE:_____

[] Director of Developmental Services: _____DATE:_____

[] Director of Finance: _____DATE:_____

[]: Escambia County Sheriff's Department_____DATE:_____

[] Gulf Islands National Seashore: _____DATE:_____

[ ] Gulf Breeze Police Department:_____DATE:_____

[] Executive Director: _____DATE:_____

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: GUIDELINES FOR USE OF GULFSIDE PAVILION & QUIETWATER AMPHITHEATER OR OTHER PUBLIC FACILITES AND PROPERTIES
ADOPTED: 10-1-97
REVISED: 6-6-01, 12-11-06
DEPT: PROMOTIONS & EVENTS

1. The Santa Rosa Island Authority ("SRIA") has reserved the Gulfside Pavilion and the Quietwater Amphitheater on Fridays, Saturdays, Sundays and holidays for SRIA-sponsored events.

2. Those wishing to use the Gulfside Pavilion or the Amphitheater _or other public facilities and properties must complete and enter into the Events Approval Checklist and Agreement for Use of Gulfside Pavilion/Amphitheater or other public facilities and properties (see Exhibit "A"), submit the fees and provide proof of insurance as required.

3. Entry fees are prohibited for events conducted using the Gulfside Pavilion, the Quietwater Amphitheater or other public facilities and properties.

4. Event Producers must abide by all applicable SRIA, County, State, and other applicable government rules and regulations.

5. The SRIA requests that Event Producers keep in mind when planning their programs that the facilities are intended to provide broad-based enjoyment and entertainment to the general public.

6. The SRIA further requests that Event Producers and those using the Gulfside Pavilion, Quietwater Amphitheater or other public facilities and properties conduct themselves in accordance with the standards of behavior which are generally accepted and followed by those in our community.

7. Event Producers must comply with all SRIA policies and requirements on the display of banners and/ or signs in connection with their event.

8. Security is to be provided by Event Producers if required by the Escambia County Sheriff's Department.

9. Sanitation and clean up are to be provided by Event Producers if required.

10. No cooking or open fires are allowed on any public pavilion, amphitheater, boardwalk, sidewalk, parking lot, etc., in connection with the event.

11. No roller blades, roller skates, skateboards, bicycles, or other vehicles or wheeled equipment are allowed on the pavilion, amphitheater, or boardwalks, with the exception of wheelchairs or other vehicles used for the disabled.

12. No animals are allowed on the pavilion, amphitheater, boardwalk, or beach with the exception of seeing-eye dogs for the blind.

13. Event Producers must obtain required permits and comply with all SRIA and County regulations/ordinances on and for the sale of any food, beverages, and event related materials.

14. Event Producers shall refrain from all profane, lewd and lascivious behavior prohibited by applicable state and local laws.

15. All requests to use the pavilion, amphitheater, or other public facilities and properties should be submitted at least ninety (90) days in advance; however, the SRIA staff may approve requests with less notice if sufficient time has been given to assure proper compliance and scheduling.

16. If deemed to be in the public interest, the Executive Director or his designated representative may waive any or all provisions of this policy.

17. Events held at public facilities and properties other than the Quietwater Boardwalk or the Gulfside Pavilion will be considered for approval upon request to the SRIA Board who may apply these guidelines and other restrictions to assure that the use of the public facility is consistent with the public interest.

TITLE: VENDOR FEES
ADOPTED: 2-10-99
DEPT: ADMINISTRATION & LEASING

Purpose: The purpose of this policy is to provide for more equitable competition between the businesses on Pensacola Beach holding a commercial lease with the Santa Rosa Island Authority and the vendors operating on the island for a short term period.

Commercial entities or individuals not operating under a commercial lease who wish to conduct business on Pensacola Beach during a special event such as the Pensacola Beach Air Show or festivals (e.g. Fiesta of Five Flags) sponsored by the Santa Rosa Island Authority or a not-for-profit organization, must register with the Santa Rosa Island Authority and pay a vendor fee. All such vendors must operate under the umbrella of the Santa Rosa Island Authority or a not-for-profit organization approved by the Santa Rosa Island Authority.

Vendors participating in special events or festivals sponsored by existing commercial leaseholders are exempt from payment of the fee as established in this policy. The sponsoring commercial leaseholder is exempt from payment of the fee because the sponsoring commercial leaseholder is liable for collection of all fees due the SRIA from all activities taking place during the sponsored event. The sponsoring commercial leaseholder shall report all earnings and fees to the SRIA as gross revenues on the required SRIA monthly report form.

The fee is as follows:

$100 per event per vendor

This policy applies to individual vendors and those vendors operating through another agency such as the Fiesta of Five Flags, Pensacola Beach Chamber of Commerce, etc.

ATTENTION EVENT COORDINATORS

IN KEEPING WITH THE ATTACHED POLICY, ALL VENDORS ASSOC IATED WITH EVENTS NOT SPONSORED BY A BUSINESS HOLDING AN EXISTING COMMERCIAL LEASE ON PENSACOLA BEACH MUST REGISTER WITH THE SANTA ROSA ISLAND AUTHORITY AND PAY A $100 VENDOR FEE. VENDOR FEES ARE NOT REFUNDABLE.

EACH VENDOR WILL RECEIVE A VENDOR REGISTRATION CERTIFICATE SIGNED AND SEALED BY A REPRESENTATIVE OF THE SANTA ROSA ISLAND AUTHORITY. THE VENDOR REGISTRATION CERTIFICATE MUST BE DISPLAYED BY THE VENDOR DURING THE ENTIRE COURSE OF THE EVENT. ONLY VENDORS DISPLAYING A VENDOR REGISTRATION CERTIFICATE WILL BE ALLOWED TO OPERATE DURING AN EVENT.

IT IS THE RESPONSIBILITY OF THE EVENT COORDINATOR TO ASSURE THAT EACH OF HIS/HER VENDORS HAS OBTAINED THE SRIA VENDOR REGISTRATION CERTIFICATE AS WELL AS ALL OTHER APPROPRIATE LICENSES AND CERTIFICATES REQUIRED OF SUCH VENDORS.

VENDOR REGISTRATION CERTIFICATES MAY BE OBTAINED AT THE SRIA ADMINISTRATIVE OFFICE AT 1 VIA DE LUNA DRIVE BETWEEN THE HOURS OF 8:30 A.M AND 5:00 P.M. MONDAY THROUGH FRIDAY.

PLEASE LIST EACH EVENT VENDOR IN THE SPACE BELOW, AND RETURN THIS FORM TO THE SANTA ROSA ISLAND AUTHORITY FOR USE IN ISSUING THE SRIA VENDOR REGISTRATION CERTIFICATES:

NAME OF EVENT:
EVENT COORDINATOR:

SRIA USE ONLY

Vendor Name	Merchandise type	Date Certificate Issued	SRIA Staff Initials

ATTACH ADDITIONAL SHEET IF NECESSARY

SANTA ROSA ISLAND AUTHORITY

Vendor Sales Report

EVENT: _____

Date of event: _____ fees/report due: _____

Gross Revenues: _____

SRIA Fee: 5%: _____

Florida State Tax 7.5%: _____

TOTAL DUE TO SRIA: _____

I certify that this report is a true and accurate statement of all revenues received from all sources for business and period listed.

: _____

Authorized Signature

SRIA USE ONLY CHECK NO: AMOUNT PD: STATE TAX:

Application For Tent Permit

NOTE: A building permit must be obtained from the Escambia County Building Safety Department after SRIA approval.

Santa Rosa Island Authority ~ Pensacola Beach
Phone: (850) 932-2257 Fax: (850) 932-1866

Applicant's Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Type of Event: _____

Date(s) of Event: _____ Time: _____

Size of Tent: _____ Location of Tent: _____
(attach Certificate of Flame Resistance)

Location of Tent (street address): _____
(attach Site Plan noting location of the tents)

Date/Time to be Erected: _____

Date/Time to be Removed: _____

$25 Tent Fee
_____Paid

_____Waived

Signed: _____ Date: _____

This Box to Be Completed By SRIA Staff

Staff Comments: _____

_____

_____

_____

_____

_____APPROVED BY _____ DATE _____

_____NOT APPROVED

Escambia County Approval: You must have a Fire Extinguisher & No Smoking Signs in the tent at all times.

These pages are to be submitted to Escambia County Fire-Rescue, Office of Fire Prevention, along with the approved SRIA permit. The Office of Fire Prevention is located at 3363 West Park Place, 850.595.1810, call for applicable fees.

Complete the 'Special Event Permit Application' for Escambia County
Complete the 'Tent Permit Site Plan Submittal Checklist' by reading through each item and placing a checkmark by each item as it pertains to your event
Sign and date the form
If you are not the property owner you will need proof of permission to locate the tent on private property
You will need three (3) sets of site plans for Escambia County
You will need three (3) copies of the tents Flame Resistance Certificate for Escambia County

You must provide Santa Rosa Island Authority with a copy of the Escambia County Fire-Rescue permit before the tent can be erected.

Page one follows this instruction page; printed on reverse side

THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

PUBLIC SAFETY BUREAU
MICHAEL WEAVER
BUREAU CHIEF

FIRE PREVENTION DIVISION
JOSEPH E. QUINN
FIRE MARSHAL

SPECIAL EVENT PERMIT APPLICATION

Check one of the following:	
Tent Permit	X
Operational Permit	
Fireworks Permit	
Air Supported Structure	

Fire Safety Permit Number:	
Noise Waiver Permit Number:	
Approved By:	Date:

Applicant:		Phone Number:
Owner's Name:		Phone Number:
Owner's Address:		
City:	State:	Zip Code:
Job Address:		

Tent Permit Section Only		
Tent Usage:		
Size of Tent:	Date of Setup:	Date of Event:

Remarks or Comments:
Driving Directions:

Applicant Signature:	*Date:*

REVISED 11/02/2012

ESCAMBIA COUNTY PUBLIC SAFETY BUREAU
FIRE PREVENTION DIVISION
3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505• 850-595-1810 • FAX: 850-595-0037

FIRE PREVENTION DIVISION
PUBLIC SAFETY BUREAU

TENT PERMIT
SITE PLAN SUBMITTAL CHECKLIST
FFPC - NFPA 101 (2012 EDITION)

The following Tent Permit Site Plan Submittal Checklist is required information for a tent permit review. Use of the form does not guarantee that plans will be accepted on the first submittal, but will aid in reducing the number of re-submittals required due to the lack of information or conflicting information being provided. **This checklist should not be considered to be all-inclusive. Additional information may be required. Requirements are based on NFPA 101 the Life Safety Code, as included in the Florida Fire prevention Code (FFPC).**

For issuance of the tent permit and prior to any installation and inspection request, the following items shall be completed, submitted and/or approved.

- ☐ **Tent permit application - for all single tents larger than 900 sq ft or multiple smaller tents not separated by 10 ft or more that cover a ground area of more than 900 sq ft or greater that are utilized for a special event, vending or other commercial use.** ***(General rule of thumb is for any tent larger than 30 ft X 30 ft to be permitted.)***
- ☐ **Three (3) sets of site plans (must show entire property with location of tent and all other manmade or natural structures, barriers and roads). Parking shall not obstruct traffic flow or fire hydrants in the area. Roads must have an unobstructed width of 20 ft. Clearance to fire hydrants must be maintained at 7 ½ ft to front and sides, and 4 ft to the rear. {NFPA 1, Florida 2010 Edition, Chapter 18}**
- ☐ **If applicant is not the property owner of location where the tent is to be placed, proof of permission from the owner or owner's representative to locate the tent on the property must be provided.**
- ☐ **Payment of permit fees.**

Any material installed or work performed prior to the issuance of a permit will be subject to two times the permit fee and/or required to be removed. A hard copy of the permit and an the approved site plan are required to be maintained on the tent site at all times and must be on site prior to any work being performed unless a limited early start request has been granted. Limited early start requests are considered on a case by case basis, are required to be submitted in writing on letter head and are not automatically granted.

3.3.260 Tent. **A temporary structure, the covering of which is made of pliable material that achieves its support by mechanical means such as beams, columns, poles, or arches, or by rope or cables, or both.** ***(Temporary is a structure intended to remain in place for a period of not more than 180 days in any consecutive 12-month period.)***

11.11.1 General.

☐ **11.11.1.2** Tents shall be permitted only on a temporary basis.

☐ **11.11.1.3** Tents shall be erected to cover not more than 75 percent of the premises, unless otherwise approved by the authority having jurisdiction.

11.11.2 Flame Propagation Performance.

☐ **11.11.2.1** All tent fabric shall meet the flame propagation performance criteria contained in NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.*

☐ **11.11.2.2** One of the following shall serve as evidence that the tent fabric materials have the required flame propagation performance:

- ☐ (1) The authority having jurisdiction shall require a certificate or other evidence of acceptance by an organization acceptable to the authority having jurisdiction.
- ☐ (2) The authority having jurisdiction shall require a report of tests made by other inspection authorities or organizations acceptable to the authority having jurisdiction.

☐ **11.11.2.3** Where required by the authority having jurisdiction, confirmatory field tests shall be conducted using test specimens from the original material, which shall have been affixed at the time of manufacture to the exterior of the tent.

11.11.3 Location and Spacing.

☐ **11.11.3.1** There shall be a minimum of 10 ft between stake lines.

Page 2 is required to be completed and signed.

Revised 05/05/2016

- **11.11.3.2** Adjacent tents shall be spaced to provide an area to be used as a means of emergency egress. Where 10 ft between stake lines does not meet the requirements for means of egress, the distance necessary for means of egress shall govern.
- **11.11.3.3** Tents not occupied by the public and not used for the storage of combustible material shall be permitted to be erected less than 10 ft from other structures where the authority having jurisdiction deems such close spacing to be safe from hazard to the public.
- **11.11.3.4** Tents, each not exceeding 1200 ft² in finished ground level area and located within fairgrounds or similar open spaces, shall not be required to be separated from each other, provided that safety precautions meet the approval of the authority having jurisdiction.
- **11.11.3.5** The placement of tents relative to other structures shall be at the discretion of the authority having jurisdiction, with consideration given to occupancy, use, opening, exposure, and other similar factors.

11.11.4 Fire Hazards.

11.11.4.1 The finished ground level enclosed by any tent, and the finished ground level for a reasonable distance, but not less than 10 ft outside of such a tent, shall be cleared of all flammable or combustible material or vegetation that is not used for necessary support equipment. The clearing work shall be accomplished to the satisfaction of the authority having jurisdiction prior to the erection of such a tent. The premises shall be kept free from such flammable or combustible materials during the period for which the premises are used by the public.

11.11.4.2 Smoking.

- **11.11.4.2.1** Smoking shall not be permitted in any tent, unless approved by the authority having jurisdiction.
- **11.11.4.2.2** In rooms or areas where smoking is prohibited, plainly visible signs shall be posted that read as follows: NO SMOKING

11.11.5 Fire-Extinguishing Equipment. Portable fire-extinguishing equipment of approved types shall be furnished and maintained in tents in such quantity and in such locations as directed by the authority having jurisdiction.

11.11.6.1 Fired Heaters

11.11.6.1.1 Only labeled heating devices shall be used.

11.11.6.1.2 Fuel-fired heaters and their installation shall be approved by the authority having jurisdiction.

11.11.6.1.3 Containers for liquefied petroleum gases shall be installed not less than 60 in. from any tent and shall be in accordance with the provisions of NFPA 58, *Liquefied Petroleum Gas Code*.

11.11.6.1.4 Tanks shall be secured in the upright position and protected from vehicular traffic.

11.11.6.2 Electric Heaters

- **11.11.6.2.1** Only labeled heaters shall be permitted.
- **11.11.6.2.2** Heaters used inside tents shall be approved.
- **11.11.6.2.1** Heaters shall be connected to electricity by electric cable that is suitable for outside use and is of sufficient size to handle the electrical load.

I attest that all required and applicable information noted above has been provided for review and approval and understand that inadequate or incorrect content is cause for permit denial.

Signature of Applicant or Applicant's Representative _____ Date _____

PENSACOLA News Journal pnj.com

Affidavits Requested:
3

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

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

03/25/17

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

Sworn to and Subscribed before me this 27th of March 2017, by Brittni Pendington who is personally known to me

Brittni Pendington
Affiant

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

Publication Cost: $198.54
Ad No: 0002020699
Customer No: PNJ-26717750

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

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, April 6, 2017 at 5:35 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 42, ARTICLE X, SECTION 42-419 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PERMITS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE ESCAMBIA COUNTY "LEAVE NO TRACE ORDINANCE"; AMENDING CHAPTER 42, ARTICLE X, SECTION 42-421 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PENALTIES FOR VIOLATIONS OF THE ESCAMBIA COUNTY "LEAVE NO TRACE ORDINANCE"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal Ad# 2020699 March 25, 2017

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal Ad# 2020699 March 25, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11979 **Public Hearings 15.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: 5:36 p.m. Public Hearing to consider an Ordinance amending Section 46-102 relating to suspension and debarment
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 46, Article II, Division 3, Section 46-102, of the County Purchasing Ordinance, relating to suspension and debarment of a vendor.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 46, Article II, Division 3, Section 46-102, of the County Purchasing Ordinance, relating to the suspension and debarment of a vendor.

BACKGROUND:

The proposed Ordinance will amend Section 46-102 of the County Purchasing Ordinance relating to the suspension and debarment of a vendor.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, March 25, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Ordinance Amending Section 46-102 Relating to Suspension and Debarment
Proof of Publication

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-102 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SUSPENSION AND DEBARMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the provisions of the County Purchasing Ordinance relating to the suspension and debarment of vendors require amendment; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Section 46-102 of the County Purchasing Ordinance relating to the suspension and debarment of vendors serves an important public purpose for the benefit of the citizens of Escambia County.

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

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

Section 2. Amendment. Volume 1, Chapter 46, Article II, Division 3, Section 46-102 of the Code of Ordinances of Escambia County, Florida relating to suspension and debarment is hereby amended to read as follows:

Sec. 46-102. – Suspension and debarment.

(a) *Authority.* As set out below, the purchasing manager, upon the approval of the ~~county administrator~~ board of county commissioners, ~~may~~ shall suspend or debar ~~the cause~~ the right of a vendor to be included on the county's vendor list, and any subsequent bid or proposal during the pendency of such suspension or debarment from that vendor shall be rejected by the county; provided, however, the board of county commissioners shall have the power at any time to waive, stay or lift such suspension or debarment upon the application of the vendor as provided herein.

(b) *Suspension.* A vendor may be suspended based upon the following:

(1) Failure to fully comply with the conditions, specifications, or terms of a bid, proposal or contract with the county, including, but not limited to, receiving an unsatisfactory performance evaluation rating on two (2) or more contracts over a five (5) year period.

(2) Commission of any misrepresentation in connection with a bid, quotation or proposal.

(3) Charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. If charges are dismissed or the vendor is found not guilty, the suspensions shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county.

(4) Charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a county government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county.

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or compounds its debts or assigns over its estate or effects for payment thereof or has a receiver or trustee appointed over its property.

(6) Commission of any act or omission to perform any act which is grounds for debarment.

(7) Any other cause the purchasing manager determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a county government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(8) Violation of the ethical standards set forth in local, state, or federal law.

(c) *Debarment.* A vendor may be debarred for the following:

(1) Repeated failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the county.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county.

(3) Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal, or other act incident to doing business with the county.

(d) *Purpose of suspension and debarment.* The county shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors only. To effectuate this policy, the suspension or debarment of vendors from county work may be undertaken. The serious nature of suspension or debarment requires that such sanction be imposed only when it is in the public interest for the county's protection, and not for purposes of punishment. Such suspension or debarment shall be imposed in accordance with the procedures contained in this section.

(e) *Effects of suspension and debarment.* Suspended or debarred vendors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with the vendors, unless the ~~county administrator~~ board of county commissioners determines that an emergency exists justifying such action ~~and obtains approval from the board of county commissioners~~. Such vendors are also excluded from conducting business with the county as agents, representatives, subcontractors, or partners of other vendors.

(f) *Continuation of current contracts.* Commencing on the effective date of Ordinance No. 98-47, all proposed county contracts shall incorporate this article and specify that suspension or debarment may constitute grounds for termination of such contract as determined by the board of county commissioners.

(1) The suspension or debarment shall take effect in accordance with the notice provided by the purchasing manager, except that if a department continues contracts or subcontracts in existence at the time the vendor was suspended or debarred, the suspension or debarment period shall commence upon the conclusion of the contract, and in the interim, the vendor shall not enter into any county contracts.

(2) Departments may not renew or otherwise extend the duration of current contracts or consent to subcontracts with suspended or debarred vendors, unless the ~~county administrator~~ board of county commissioners determines that an emergency exists justifying the renewal or extension of such contracts~~, and such action is approved by the board of county commissioners~~.

(g) *Suspension or debarment procedures.* The following procedures shall be used for the suspension or debarment of a vendor:

(1) Investigation and referral. The using department shall promptly investigate and prepare a written report concerning a vendor's proposed suspension or debarment, which shall be forwarded to the purchasing manager ~~county administrator~~ stating with specificity the facts supporting such a request for the suspension or debarment.

(2) Notice of suspension or debarment. Within five business days of the receipt of a department's request, the purchasing manager~~ county administrator~~, after examining such reports, ~~may direct the purchasing manager to~~ shall make a determination as to whether there is sufficient cause to suspend or debar the vendor. If the purchasing manager finds sufficient cause, he/she shall issue a preliminary notice of suspension or debarment for a maximum period of up to six months. The purchasing manager shall immediately advise the subject vendor and any specifically named affiliates, by certified mail, return receipt requested, or personal service that:

a. Suspension or debarment has been imposed ~~by the county administrator~~ effective upon the receipt of such notice;

b. This notice contains the reasons and causes for the suspension or debarment in terms which are sufficient to put the vendor on meaningful notice of the conduct or transaction upon which it is based;

c. If requested within 21 calendar days after the date of the receipt of such notification by the vendor, the purchasing manager shall refer the matter to a special master, and a hearing to contest the ~~county administrator's decision~~ suspension or debarment will be conducted before a special master at a date and time not more than ten days after the receipt of such a request. The notice shall also advise the vendor that it may be represented by an attorney, may present documentary evidence, verbal testimony, and may cross-examine testimony presented against it; and

d. Such suspension or debarment action may only be stayed after petition by the vendor to the board of county commissioners.

(3) Finality of ~~county administrator's~~ purchasing manager's decision. The preliminary suspension or debarment notice ~~of the county administrator~~ shall become final and conclusive unless the suspended or debarred vendor timely requests a hearing before a special master to contest said notice. If a hearing is not requested, the purchasing manager's decision shall then be presented for action at the next regularly scheduled meeting of the board of county commissioners together with a recommendation of the county administrator relating to the period of suspension or debarment to be imposed upon the vendor.

(4) Hearing by special master. The special master shall be the sole trier of fact and shall ensure that the proceeding affords meaningful due process and fundamental fairness to the vendor. In actions based upon a conviction or judgment, or in which there is no genuine dispute over material facts, the special master shall make a decision on the basis of all the undisputed, material information in the administrative record, including any undisputed, material submission made by the vendor. Where actions are based on disputed evidence, the special master shall decide what weight to attach to evidence of the record, judge the credibility of witnesses, and base his decision on the preponderance of the evidence standard. The special master's decision shall be made and shall be announced at the conclusion of the parties' arguments and evidence.

(5) Hearsay evidence shall be admissible at the hearing but shall not form the sole basis for initiating a suspension or debarment procedure nor the sole basis of any determination by the special master of the suspension or debarment of the vendor. The hearing shall be recorded by use of a court reporter at the expense of the county.

(6) A written decision and recommendation thereafter shall be filed within five business days with the board of county commissioners which shall include the special master's factual findings, conclusions of law, and shall include either a recommended specific term of suspension or debarment to be imposed by the board or a recommended dismissal of the ~~county administrator's~~ preliminary notice of suspension or debarment.

(7) After filing, the special master's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the board of county commissioners together with a recommendation of the county administrator relating to the disposition of the case. The matter shall be resolved by the board of county commissioners on the basis of the record before the special master and no evidence or issue which was not presented or raised at such hearing shall be considered. Presentations to the board by parties shall be limited to 30 minutes per side. The foregoing time limitation shall be inclusive of all speakers addressing the board on behalf of each side. At the conclusion of such testimony, the board shall by majority vote accept or reject the decision and recommendation of the special master. The board may also in its sole discretion refer the matter back to the special master for additional proceedings. An appeal of the decision of the board, which is filed within 30 days of its receipt by vendor, shall be subject to review by the appellate division of the circuit court. A suspended or debarred vendor also may seek a stay of the board's decision in circuit court.

(8) The period of suspension or debarment imposed upon a vendor shall be within the sole discretion of the board of county commissioners. Suspension or debarment shall be for a

period commensurate with the seriousness of the cause, and, where applicable, within the guidelines set forth below, but in no event shall such period exceed five years.

(9) The following guidelines for such period of suspension or debarment shall apply except where mitigating or aggravating circumstances justify deviation:

a. For commission of offenses as described in subsections (b)(1), (b)(2) and (b)(8) of this section: six months to two years.

b. For commission of an offense as described in subsection (b)(3) of this section: six months to one year.

c. For commission of offenses as described in subsections (b)(4), (b)(5) and (b)(6) of this section: six months to three years.

d. For commission of an offense as described in subsection (b)(7) of this section: one to two years.

e. For commission of an offense as described in subsection (c)(1) of this section: one to two years.

f. For commission of an offense as described in subsection (c)(1) of this section: two to five years.

g. For commission of an offense as described in subsection (c)(3) of this section: two to five years.

(10) After imposition of such suspension or debarment, the board of county commissioners, in its sole discretion, may reduce or may vacate such suspension or debarment, upon the vendor's written request, for reasons such as:

a. Newly discovered material evidence;
b. Reversal of the conviction or civil judgment upon which the debarment was based;
c. Bona fide change in ownership or management;
d. Elimination of other causes for which the suspension or debarment was imposed; or
e. Other reasons the board of county commissioners deems appropriate.

(11) The vendor's written request shall contain the reasons for requesting a reduction in the suspension or debarment period. The ~~county administrator~~ purchasing manager, with the assistance of the affected department, shall have 30 days from receipt of such request to submit a written response thereto. The decision of the board of county commissioners regarding a request made under this subsection is final and not appealable.

(12) Scope of suspension or debarment. The following shall be the scope of suspension or debarment under this section:

a. The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, agent, employee, or other individual associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the vendor, or with the vendor's knowledge, approval, or acquiescence. The vendor's acceptance of the benefits

derived from the conduct may be evidence of such knowledge, approval, or acquiescence.

b. The fraudulent, criminal, or other seriously improper conduct of a vendor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the vendor who participated in, knew of, or had reason to know of the vendor's conduct.

c. The fraudulent, criminal, or other seriously improper conduct of any subcontractor associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the subcontractor's performance of duties for or on behalf of the vendor, and the vendor has knowledge of, approved of, or acquiesced in this conduct. The vendor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

d. The fraudulent, criminal, or other seriously improper conduct of one vendor participating in a joint venture or similar arrangement may be imputed to other participating vendors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these vendors. Acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval, or acquiescence.

Section 3. Severability.

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

Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this ____ day of April, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

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

Approved as to form and legal sufficiency.
By/Title:
Date: 3/10/17

News Journal
pnj.com

Affidavits Requested:
3

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

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

03/25/17

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

Sworn to and Subscribed before me this 27th of March 2017, by Brittni Pendington who is personally known to me

Affiant

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

Publication Cost: $189.26
Ad No: 0002022117
Customer No: PNJ-26717750

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

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2022117 1T March 25, 2017

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 2022117 1T March 25, 2017

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-11927 **Clerk & Comptroller's Report 16. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 04/06/2017
Issue: February 2017 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the February 28, 2017 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 28, 2017, as required by Ordinance Number 95-13; on February 28, 2017, the portfolio market value was $294,094,032 and portfolio earnings totaled $221,953 for the month; the short-term portfolio yield was 0.66%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.59%; the long-term CORE portfolio achieved a yield of 1.35%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.40%.

Attachments

February 2017 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
February 28, 2017

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 2016-2017
February 28, 2017

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value January 31, 2017	Market Value February 28, 2017
Bank Accounts	$ 50,206,084	$ 25,842,125
Money Market Accounts	60,494,151	60,512,792
State Board of Administration	59,841,327	59,885,866
Local Government Investment Pools	5,015,783	25,048,864
Certificates of Deposit	20,107,859	20,107,859
Money Market Mutual Fund	284,293	509,535
U.S. Treasury Bond/Notes	40,255,084	40,667,972
Federal Agency Bond/Note	36,613,233	36,631,418
Municipal Bonds	3,935,671	3,939,392
Corporate Notes	20,152,425	19,750,079
Commercial Paper	1,196,776	1,198,130
Total Portfolio Assets:	$ 298,102,686	$ 294,094,032
Current Month Earnings:	**$ 202,177**	**$ 221,953**
Fiscal Year to Date Earnings:	**$ 658,407**	**$ 880,360**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	January 31, 2017	February 28, 2017
Market Value	**$ 195,665,205**	**$ 191,397,506**
Short Term Portfolio Yield:	**0.54%**	**0.66%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.55%	0.59%
Fiscal YTD Earnings:	**$ 278,971**	**$ 387,846**

ENHANCED CASH PORTFOLIO:	January 31, 2017	February 28, 2017
Market Value	**$ -**	**$ -**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.00%**	**0.00%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.78%	0.88%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.18%	1.17%
Effective Duration (Years)	**0.00**	**0.00**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.87	1.80
Fiscal YTD Earnings:	**$ 3,316**	**$ 3,316**

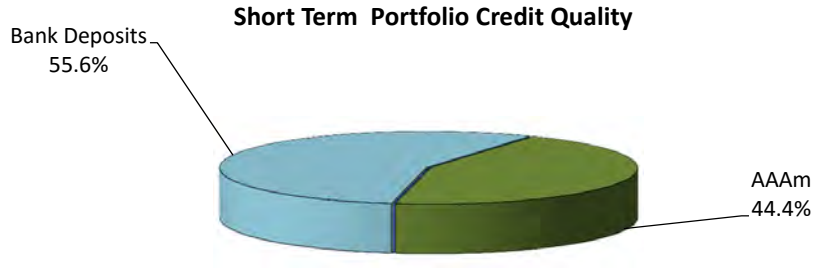
LONG TERM CORE PORTFOLIO:	January 31, 2017	February 28, 2017
Market Value	**$ 102,437,481**	**$ 102,696,527**
CORE Portfolio Yield to Maturity at Cost:	**1.35%**	**1.35%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.41%	1.40%
CORE Portfolio Total Return:	**0.17%**	**0.18%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.17%	0.15%
Effective Duration (Years)	**2.52**	**2.51**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.69	2.61
Fiscal YTD Earnings:	**$ 376,120**	**$ 489,198**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
February 28, 2017

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

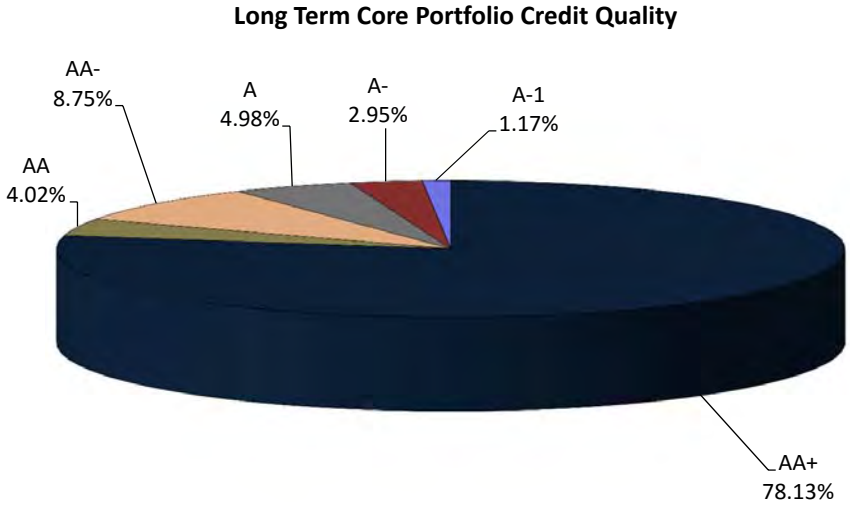
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 25,842,125	13.5%
Money Market Accounts	60,512,792	31.6%
Certificates of Deposit	20,107,859	10.5%
State Board of Administration	59,885,866	31.3%
Local Government Investment Pools	25,048,864	13.1%
Total Short Term Portfolio Assets:	**$ 191,397,506**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 40,667,972	39.6%
Federal Agency Bond / Note	36,631,418	35.7%
Municipal Obligations	3,939,392	3.8%
Commercial Paper	1,198,130	1.2%
Corporate Note	19,750,079	19.2%
Money Market Mutual Fund - Federated Government	509,535	0.5%
Total Long Term Core Portfolio Assets:	**$ 102,696,527**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
February 28, 2017

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	59,885,866	20.4%	25%	Yes
United States Treasury Securities		40,667,972	13.8%	100%	Yes
Federal Instrumentalities		36,631,418	12.5%	50%	Yes
Local Government Investment Pools		25,048,864	8.5%	50%	Yes
Certificates of Deposit		20,107,859	6.8%	50%	Yes
Savings Accounts		60,512,792	20.6%	50%	Yes
Commercial Paper		1,198,130	0.4%	25%	Yes
Corporate Notes		19,750,079	6.7%	25%	Yes
State and/or Local Government Debt		3,939,392	1.3%	25%	Yes
Bank Accounts - Bank of America		25,842,125	8.8%	100%	Yes
Money Market Mutual Fund		509,535	0.2%	50%	Yes
Total Investment Holdings	**$**	**294,094,032**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	1,008,530	0.3%	5%	Yes
Apple Inc. Corporate Notes	751,233	0.3%	5%	Yes
Bank Accounts - Bank of America	25,842,125	8.8%	100%	Yes
Bank of New York Mellon Corporate Notes	2,002,362	0.7%	5%	Yes
BBVA Compass	5,022,551	1.7%	15%	Yes
Berkshire Hathaway Inc	621,091	0.2%	5%	Yes
BNP Paribas	1,198,130	0.4%	5%	Yes
Centennial Bank	20,066,768	6.8%	15%	Yes
Chevron Corporation Corp Notes	749,222	0.3%	5%	Yes
Cisco Systems Inc.	2,008,058	0.7%	5%	Yes
City of New York	1,712,682	0.6%	5%	Yes
Colgate-Palmolive Co	747,314	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,002,235	0.3%	5%	Yes
Federal Home Loan Bank (FHLB)	15,012,539	5.1%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	8,136,452	2.8%	25%	Yes
Federal National Mortgage Association (FNMA)	13,482,428	4.6%	25%	Yes
Fidelity Institutional Government MMF	509,535	0.2%	25%	Yes
FLCLASS	5,019,421	1.7%	25%	Yes
Florida Prime (SBA)	59,885,866	20.4%	25%	Yes
Florida Local Government Investment Trust	20,029,443	6.8%	25%	Yes
General Electric Corporate Notes	2,507,700	0.9%	5%	Yes
Hancock Bank	27,721,238	9.4%	15%	Yes
HSBC Holdings PLC	1,000,858	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
February 28, 2017

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes		2,004,162	0.7%	**5%**	**Yes**
Mississippi State		760,114	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,074,646	0.4%	**5%**	**Yes**
Pfizer Inc Corporate Notes		1,011,023	0.3%	**5%**	**Yes**
Servisfirst Bank		27,810,092	9.5%	**15%**	**Yes**
State of Connecticut		680,014	0.2%	**5%**	**Yes**
Toyota Motor Corp		1,502,438	0.5%	**5%**	**Yes**
United States Treasury Securities		40,667,972	13.8%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		786,583	0.3%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes		1,759,207	0.6%	**5%**	**Yes**
Total Investment Holdings	**$**	**294,094,032**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-12015 **Clerk & Comptroller's Report** **16. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 04/06/2017
Issue: Acceptance of Documents
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The *Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2016 and 2015*, provided by Paula G. Drummond, Executive Director/General Counsel, Escambia County Health Facilities Authority;

B. The *Escambia County, Florida, Schedule of Activity for the Landfill Management Escrow Cash Account for the Year ended September 30, 2016*, and the *Financial Statements and Required Supplementary Information, Escambia County, Florida, Detention/Jail Commissary Fund, September 30, 2016*, provided by Kristen McAllister, CPA, CGFM, Senior Manager - Audit Department, Warren Averett CPAs and Advisors; and

C. *Amendment One to Agreement between Florida Department of Economic Opportunity and Escambia County, Florida*, executed by the Chairman on February 16, 2017, based on the Board's action of September 3, 2015, authorizing the Chairman to sign any subsequent Agreement-related documents relating to Agreement Number F1128, without further action from the Board.

Attachments

2016 HFA Financial Statements
2016 Escambia County Landfill Escrow Report
2016 Escambia Jail Commissary Fund Audit
20190903 CAR I-11

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2016 and 2015, and the related notes to the financial statements, which comprise the Authority's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2016 and 2015, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan, the Schedule of Proportionate Share of Net Pension Liability - Health Insurance Subsidy Program, the Schedule of Contributions - Florida Retirement System Pension Plan, and the Schedule of Contributions - Health Insurance Subsidy Program be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 21, 2017, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
February 21, 2017

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2016.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975 after being established by resolution of the Escambia County Board of County Commissioners under the authority granted by Chapter 154, Part III, Florida Statutes. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org.

- The Authority has one employee, Ms. Paula Drummond, who serves as Executive Director and General Counsel. Ms. Drummond is an attorney in good standing with The Florida Bar since 1978. She represented the Authority in her private practice for 22 years before accepting the employee position in 2005. Ms. Drummond is a member of the National Association of Bond Lawyers (NABL) and provides services as Issuer's Counsel for the Authority in connection with its bond financing activity. In addition, the Authority retains an external certified public accountant ("CPA") to provide financial management and oversight services on a continuous basis. The Authority's current CPA has provided services since 2003.

- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of the bonds. The health care facilities, on whose behalf bonds are issued (the "Borrowers"), are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures.

- Since 1975, the Authority has issued more than $805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida.

Operational Highlights (Continued)

- On September 30, 2016, the Authority had $193,630,732 in outstanding bonds. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.

- No new bonds were issued during fiscal year 2016. In November 2015, the Authority's Azalea Trace Series 2003A bonds matured. The Authority also assisted Borrower Covenant Hospice, Inc. with amendments to its private placement financing documents with the consent of the financial institution bond holder. The following table lists the Authority's outstanding bond issues, the original issue dates, maturity dates, and current amounts outstanding at the end of the fiscal year:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2016
$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	$25,395,000
$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	07/25/00	07/01/20	$7,500,000
$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	$5,806,006
$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	$610,096
$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	11/01/19	$9,468,598
$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	$141,710,000
$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Lease Financing	12/08/10	04/30/18	$3,141,032

- The Authority established a Charitable Grant Program to provide a source of capital project funding to local non-profit organizations whose operations benefit the health and well-being of Escambia County residents. To qualify for a grant, the local organization must demonstrate that its regular funding sources are insufficient to allow them to acquire or upgrade their equipment or facilities, and meet other program guidelines. The grants are not loans and do not require repayment by the recipient. The Authority designated $250,000 from its reserves to fund capital grants over a five fiscal year period (fiscal years 2013 through 2017). The amount of grant funds available in each of the five fiscal years is $50,000 and any amounts not awarded will carry over to the following fiscal year. There are limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000 and by the end of the 2016 fiscal year, $12,500 in mini grants were awarded. Additional information about the capital grant program can be found on the Authority's website.

Operational Highlights (Continued)

- At the end of fiscal year 2016, the Authority had net position of $2,959,194. The majority of these funds are designated as reserved for specific purposes. A reserve of $2,000,000 was set aside to ensure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). The Operating Reserve balance is $1,944,812 as of September 30. 2016. A reserve fund of $500,000 is maintained for bond issue contingency funding. The remaining Grant Program reserve is $142,226. The Authority determines the levels of these reserves on an annual basis.

- The Authority had a net operating loss for fiscal year 2016 of $200,181 and net non-operating revenues of $585,550, resulting in an increase in net position of $385,369. In fiscal year 2016 the Authority received a contribution of $370,904 from a local non-profit organization restricted to fund capital grants, and a payment of $192,750 received as the Authority's share of settlements obtained in a national class action lawsuit In re Municipal Derivatives Antitrust Litigation. These funds are included in non-operating revenues.

- Currently, the Authority funds its operations through its annual fees derived from past financings, the earnings on its investments, and from funds held in its operating reserve. Annual bond fees were established according to the fee policy in existence at the time the bonds were issued, and cannot be increased. The Authority has historically kept annual fees at low levels as a consideration to the non-profit Borrowers. The existence of operating reserves has also factored into the decision to maintain annual fees at their current level.

- The Authority maintains a managed custodial investment account to achieve higher yields on reserved funds. At September 30, 2016, the investment portfolio for this account was approximately 34% U.S. Government Obligations and federal agency Mortgage-backed Securities and 66% Corporate Bonds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statements of Financial Position present information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Financial Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 12 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	2016	2015
Current Assets	$ 3,094,178	$ 2,711,467
Non-Current Assets:		
Capital assets	1,252	927
Deposits	450	450
	1,702	1,377
Total Assets	3,095,880	2,712,844
Deferred Outflows of Resources:		
Pensions	88,090	48,110
Total Assets and Deferred Outflows	$ 3,183,970	$ 2,760,954
Current Liabilities	$ 20,895	$ 39,763
Non-Current Liabilities	192,152	117,446
Total Liabilities	213,047	157,209
Deferred Inflows of Resources:		
Pensions	11,729	29,920
Net Position:		
Net investment in capital assets	1,252	927
Restricted for charitable grants	370,904	-
Designated for future operations	1,944,812	1,929,672
Designated for bond issue contingencies	500,000	500,000
Designated for charitable grants	142,226	143,226
	2,959,194	2,573,825
Total Liabilities, Deferred Inflows and Net Position	$ 3,183,970	$ 2,760,954

Escambia County Health Facilities Authority's Revenues, Expenses, and Changes in Net Position

	2016	2015
Operating Revenues	$ 58,359	$ 50,102
Operating Expenses	(258,540)	(215,284)
Nonoperating Revenues	586,550	24,677
Nonoperating Expenses	(1,000)	(69,499)
Change in Net Position	385,369	(210,004)
Net Position - Beginning of Year	2,573,825	2,783,829
Net Position - End of Year	$ 2,959,194	$ 2,573,825

At the end of the fiscal year, the Authority had net position of $2,959,194 which is an increase of $385,369 from the prior fiscal year. The total operating expenses for the fiscal year were $258,540, of which $192,821 was incurred for payroll and related expenses. The total nonoperating expenses for the year were $1,000, all of which was for charitable grant payments that were charged against the reserve account for grants and were not considered part of regular operating expenses.

The total nonoperating revenues for the year consist of a restricted contribution to be used for charitable capital improvement grants, legal settlement proceeds, and investment income as follows:

	2016	2015
Restricted contribution	$ 370,904	$ -
Legal settlement proceeds	192,750	
Interest income	44,705	50,562
Fund B final distribution	-	5,264
Realized loss	(8,405)	(14,052)
Unrealized loss	(8,659)	(9,074)
Fees and other investment costs	(4,745)	(8,023)
	$ 586,550	$ 24,677

Total investment income decreased 7% from the prior fiscal year.

Realized losses which are included in investment income are due primarily to investments which were purchased at a premium and are shown as having a loss at maturity in the amount of the premium paid. The interest earnings on these investments are reported separately as interest income and are not included in the amount reported as realized loss. In 2016 and 2015 interest income from investments exceeded realized losses, fees, and other investment costs by $31,555 and $28,487, respectively. Unrealized losses which are also included in investment income are due primarily to fluctuations in the fair market value of securities held in the investment account.

In July 2015, following statutory authorization from the Florida legislature, the Florida State Board of Administration distributed the residual balance held within Fund B to those participants in the Local Government Investment Pool Surplus Funds Trust Fund ("LGIP" and now known as Florida PRIME) who had been entitled to, but had not received, a November 2007 interest payment on invested funds during that month. The amount paid to each such participant was based on each participant's proportional share of the total November 2007 interest earned by such participants in the LGIP which was not paid out but transferred to the trust fund in order to maximize the payout of principal. The Authority received a total payment of $5,264 in 2015, which was included in investment income but shown separately from interest income, as its proportional share of the November 2007 interest earned on its investment in the LGIP at that time.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org.

Escambia County Health Facilities Authority
Attn: Executive Director
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2016 AND 2015

ASSETS AND DEFERRED OUTFLOWS

	2016	2015
Current Assets:		
Cash and cash equivalents	$ 821,231	$ 393,373
Investments	2,264,577	2,309,318
Interest receivable	7,439	8,664
Prepaid insurance	931	112
Total current assets	3,094,178	2,711,467
Non-Current Assets:		
Capital assets, net of accumulated depreciation	1,252	927
Deposits	450	450
Total non-current assets	1,702	1,377
Total assets	3,095,880	2,712,844
Deferred Outflows of Resources:		
Pensions	88,090	48,110
Total Assets and Deferred Outflows	$ 3,183,970	$ 2,760,954

LIABILITIES, DEFERRED INFLOWS AND NET POSITION

Current Liabilities:		
Accrued expenses	$ 9,678	$ 11,075
Compensated absences	11,217	13,388
Charitable grants payable	-	15,300
Total current liabilities	20,895	39,763
Non-Current Liabilities:		
Compensated absences	12,777	10,251
Net pension liability	179,375	107,195
Total non-current liabilities	192,152	117,446
Total liabilities	213,047	157,209
Deferred Inflows of Resources:		
Pensions	11,729	29,920
Net Position:		
Net investment in capital assets	1,252	927
Restricted for charitable capital improvement grants	370,904	-
Unrestricted:		
Designated for future operations	1,944,812	1,929,672
Designated for bond issue contingencies	500,000	500,000
Designated for charitable grants	142,226	143,226
Total unrestricted net position	2,587,038	2,572,898
Total net position	2,959,194	2,573,825
Total Liabilities, Deferred Inflows and Net Position	$ 3,183,970	$ 2,760,954

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

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	2016	2015
Operating Revenues:		
Fees -		
Annual bond	$ 42,698	$ 49,323
Monthly	661	779
Bond and issuer counsel	15,000	-
Total operating revenues	58,359	50,102
Operating Expenses:		
Accounting and auditing	17,131	18,479
Bond issuance	7,531	-
Depreciation	375	470
Dues and subscriptions	2,616	2,615
Office expense	7,179	7,850
Payroll	140,681	119,881
Payroll taxes	10,598	8,524
Pension and benefits	41,542	24,865
Rent	12,311	11,937
Seminars, training, and travel	18,576	20,663
Total operating expenses	258,540	215,284
Operating Loss	(200,181)	(165,182)
Nonoperating Revenues (Expenses):		
Investment income	22,896	24,677
Charitable grants	(1,000)	(69,499)
Restricted contribution	370,904	-
Legal settlement proceeds	192,750	-
Total nonoperating revenues (expenses), net	585,550	(44,822)
Change in Net Position	385,369	(210,004)
Net Position - Beginning of Year	2,573,825	2,783,829
Net Position - End of Year	$ 2,959,194	$ 2,573,825

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

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	2016	2015
Cash Flows From Operating Activities:		
Receipts from health facilities and others	$ 58,359	$ 50,102
Payments to vendors	(104,653)	(92,890)
Payments to employees	(141,364)	(113,301)
Net cash used in operating activities	(187,658)	(156,089)
Cash Flows From Noncapital Financing Activities:		
Grant payments to other organizations	(16,300)	(54,199)
Restricted contribution	370,904	-
Legal settlement proceeds	192,750	-
Net cash provided by (used in) noncapital financing activities	547,354	(54,199)
Cash Flows From Investing Activities:		
Purchases of investments	(849,810)	(1,244,170)
Sales and maturities of investments	877,488	1,222,344
Purchase of capital assets	(700)	-
Receipts from investment income	41,184	52,250
Net cash provided by investing activities	68,162	30,424
Net Increase (Decrease) in Cash and Cash Equivalents	427,858	(179,864)
Cash and Cash Equivalents, Beginning of Year	393,373	573,237
Cash and Cash Equivalents, End of Year	$ 821,231	$ 393,373
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:		
Operating loss	$ (200,181)	$ (165,182)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation	375	470
Changes in:		
Prepaid insurance	(819)	223
Deferred outflows of resources - pensions	(39,980)	(376)
Accrued expenses	(1,397)	7,113
Compensated absences	355	3,361
Net pension liability	72,180	32,973
Deferred inflows of resources - pensions	(18,191)	(34,671)
Net cash used in operating activities	$ (187,658)	$ (156,089)

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

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus.*

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

New Accounting Pronouncement:

The Authority implemented GASB Statement No. 72, *Fair Value Measurement and Application*, which provides guidance regarding fair value measurement and application and requires disclosures to be made about fair value measurements, the level of the fair value hierarchy, and valuation techniques.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, including investments in the Local Government Surplus Funds Trust Fund Investment Pool. Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

Pensions:

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Florida Retirement System ("FRS") defined benefit plan and the Health Insurance Subsidy ("HIS") defined benefit plan, and additions to/deductions from the FRS's and the HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows and Inflows of Resources:

The Authority reports decreases and increases in net position that relate to future periods as deferred outflows of resources and deferred inflows of resources, respectively, in separate sections of the statements of net position. The deferred outflows and inflows of resources related to pensions are further discussed in Note 7.

Restricted and Unrestricted Resources:

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2016, the carrying amount of the Authority's deposits was $197,009 and the bank balance was $198,734, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2016, 21% of the Authority's investments were in the Florida PRIME, which is exempt from the concentration risk policy, while the remaining 79% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2016, no assets subject to the concentration risk policy represented 5% or more invested in the securities of any single issuer.

Custodial Credit Risk:

The Authority's investment policy requires securities, with the exception of certificates of deposits, to be held with a third party custodian; and all securities purchased by, and all collateral obtained by the Authority to be properly designated as an asset of the Authority. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Pursuant to the provisions of this statute, the Authority has a comprehensive written investment policy which authorizes investments in the following securities:

(a) Debt Obligations of the U.S. Treasury.
(b) Government Agency Notes and Bonds.
(c) Mortgage Backed Securities - U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).
(d) Corporate Bonds (Rated single A or better at time of purchase by at least one nationally recognized statistical rating organization "NRSRO").
(e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
(f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
(g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
(h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
(i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
(j) Money Market Funds (Rated "AAAm" by Standard & Poor's or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
(k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
(l) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency.
(m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
(n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency is required for its investment in the Florida PRIME. Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2016. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aa2" (Standard & Poor's equivalent of "AA") rating to the "A2" (Standard & Poor's equivalent of "A") rating to the Authority's investments in corporate bonds as of September 30, 2016, except for eight corporate bonds which had their ratings lowered to "A3", "Baa1", or "Baa2" by Moody's Investor Services subsequent to their purchases.

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2016.

Interest Rate Risk:

The Authority's investment policy is structured to ensure appropriate diversification of investments as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investments:

As of September 30, 2016 and 2015, the Authority had the following investments:

Investment	Maturities	2016	2015
Money market mutual funds	Average of less than 60 days	$ 22,025	$ 45,549
Local Government Surplus Funds Trust Fund	Average of 50 days	602,197	163,465
Certificates of deposit	N/A	-	200,007
U.S. Government obligations	Average of 1.55 years	736,454	705,890
Mortgage-backed securities	Average of 5.53 years	36,174	55,531
Corporate bonds	Average of 0.97 years	1,491,949	1,347,890
		$ 2,888,799	$ 2,518,332

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments:

The Authority categorizes its fair value measurements within the fair value hierarchy established generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table presents assets carried at fair value at September 30, 2016:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 22,025	$	$	$ 22,025
U.S. Government obligations		736,454		736,454
Mortgage-backed securities		36,174		36,174
Corporate bonds		1,491,949		1,491,949
Total investments	$ 22,025	$ 2,264,577	$ -	$ 2,286,602

The following table presents assets carried at fair value at September 30, 2015:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 45,549	$	$	$ 45,549
U.S. Government obligations		705,890		705,890
Mortgage-backed securities		55,531		55,531
Corporate bonds		1,347,890		1,347,890
Total investments	$ 45,549	$ 2,109,311	$ -	$ 2,154,860

Securities classified in Level 1 are valued using the following approaches:

- Money market mutual funds: published fair value per share (unit) for each fund.

Securities classified in Level 2 are valued using the following approaches:

- U.S. Government obligations and mortgage-backed securities: quoted prices for identical securities in markets that are not active;
- Corporate bonds: quoted prices for similar securities in active markets.

The Local Government Surplus Funds Trust Fund is measured at cost and excluded from the fair value hierarchy disclosure.

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	$ 19,584	$ 700	$ -	$ 20,284
Less accumulated depreciation	(18,657)	(375)	-	(19,032)
	$ 927	$ 325	$ -	$ 1,252

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	Beginning Balance	Additions	Payments	Ending Balance	Current Portion
Compensated absences	$ 23,639	$ 19,850	$ (19,495)	$ 23,994	$ 11,217

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority carries insurance against certain of these risks, and has other protections under Florida law for its public officers and employees for non-intentional tort liability, and financial liability connected with the issuance of its bonds. The Authority carries General Commercial Liability; Commercial Property with wind (hurricane coverage); and a Commercial Crime Policy and additional endorsements for Computer and Funds Transfer Fraud; Forgery and Alteration; and Credit, Debit or Charge Card Forgery. The Authority and its Executive Director have implemented financial policies and procedures to establish a system of internal controls to minimize exposure to uninsured risks, including the engagement of a certified public accountant to provide extensive financial management and oversight services on a continuous basis. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2016.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority is a conduit issuer of tax exempt bonds and lease financing transactions (collectively "revenue bonds") to fund capital projects for qualified private sector non-profit health care organizations (the "conduit debt borrowers"). As a conduit issuer, the Authority has no obligation to repay the revenue bonds from its general revenues. The Authority undertakes its financing activities pursuant to the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes and applicable federal tax and securities regulations. The revenue bonds are limited obligations of the Authority payable only from funds made available by the conduit debt borrowers under the terms of financing documents for each issue.

The Authority has no taxing power and the revenue bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the revenue bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was $193,630,732 and $201,653,793 at September 30, 2016 and 2015, respectively.

NOTE 7 - RETIREMENT PLANS

Florida Retirement System:

As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost-sharing multiple-employer defined benefit plans administered by the Florida Department of Management Services Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy Program ("HIS Plan") for participating public employees.

The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C, Tallahassee, Florida 32399 or calling 1-850-488-6491.

Pension Plan:

Plan Description - The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan. The Pension Plan was amended in 1998 to add the Deferred Retirement Option Program ("DROP") and amended in 2000 to provide a defined contribution plan alternative for FRS members.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

Benefits Provided - Authority employees hired before January 1, 1996 and all employees hired after September 30, 2007 are covered by the Pension Plan. Employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6 percent of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The Pension Plan also provides death and disability benefits.

The DROP permits employees eligible for normal retirement under the Pension Plan to defer receipt of monthly benefit payment while continuing employment with an FRS participating employer. An employee may participate in the DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the Florida Retirement System Trust Fund and accrue interest.

Contributions - The Authority is required by State statute to make contributions to the Pension Plan equal to a certain percent of covered employees' salaries. On July 1, 2013, the Authority's employee entered DROP. The DROP participation period for the employee ends November 1, 2017. The Authority's contribution rate for DROP was 12.28% from October 1, 2014 through June 30, 2015, 12.88% from July 1, 2015 through June 30, 2016, and 12.99% from July 1, 2016 through September 30, 2016.

The Authority's contributions to the Pension Plan totaled $13,075, $14,425, and $15,039, for the years ended September 30, 2016, 2015, and 2014, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2016 and 2015, the Authority reported a net pension liability of $135,384 and $68,025, respectively, for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2016 and 2015, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016 and 2015, respectively. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2016 and 2015, respectively, the Authority's proportionate share was 0.000536174% and 0.000526658%, respectively.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

For the years ended September 30, 2016 and 2015, the Authority recognized pension expense of $25,842 and $9,852, respectively, related to the Pension Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the years ended September 30, 2016 and 2015:

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2016:		
Differences between expected and actual experience	$ 10,366	$ 1,261
Change in assumptions	8,190	-
Net difference between projected and actual earnings on Pension Plan investments	34,995	-
Changes in proportion and differences between Pension Plan contributions and proportionate share of contributions	23,829	8,122
Pension Plan contributions subsequent to measurement date	3,301	-
	$ 80,681	$ 9,383

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2015:		
Differences between expected and actual experience	$ 7,181	$ 1,613
Change in assumptions	4,515	-
Net difference between projected and actual earnings on Pension Plan investments	-	16,243
Changes in proportion and differences between Pension Plan contributions and proportionate share of contributions	29,576	10,011
Pension Plan contributions subsequent to measurement date	3,269	-
	$ 44,541	$ 27,867

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The deferred outflows of resources related to the Pension Plan totaling $3,301 resulting from Authority contributions to the Pension Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	
2017	$ 12,402
2018	12,402
2019	26,045
2020	14,651
2021	1,741
Thereafter	756
	$ 67,997

Actuarial Assumptions - The total pension liability in the July 1, 2016 and 2015 actuarial valuations was determined using the following actuarial assumptions:

	2016	2015
Valuation date	July 1, 2016	July 1, 2015
Measurement date	June 30, 2016	June 30, 2015
Inflation	2.60%	2.60%
Salary increases including inflation	3.25%	3.25%
Long-term expected rate of return, net of investment expense	7.60%	7.65%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. Actuarial cost method was Individual Entry Age.

The actuarial assumptions used in the July 1, 2016 and 2015 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based in a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major class are summarized in the following table:

	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	3.00%	3.00%	1.70%
Fixed income	18.00%	4.70%	4.60%	4.60%
Global equity	53.00%	8.10%	6.80%	17.20%
Real estate	10.00%	6.40%	5.80%	12.00%
Private equity	6.00%	11.50%	7.80%	30.00%
Strategic investments	12.00%	6.10%	5.60%	11.10%
	100.00%			
Assumed inflation - Mean			2.60%	1.90%

Note: (1) As outlined in the Pension Plan's investment policy.

Discount Rate - The discount rate used to measure the total pension liability in the July 1, 2016 and 2015 actuarial valuations was 7.60% and 7.65%, respectively. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 7.60% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (6.60%) or 1%-point higher (8.60%) than the current rate as of September 30, 2016:

	1% Decrease (6.60%)	Current Discount Rate (7.60%)	1% Increase (8.60%)
Authority's proportionate share of the net pension liability	$ 249,252	$ 135,384	$ 40,605

Pension Plan Fiduciary Net Position - Detailed information about the Pension's Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2016 and 2015, the Authority reported payables of $1,040 and $1,038, respectively for the outstanding amount of contributions to the Pension Plan required for the years then ended.

HIS Plan:

Plan Description - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided - For the years ended September 30, 2016 and 2015, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum payment of $30 and a maximum payment of $150 per month pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which includes Medicare.

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. At September 30, 2016 at 2015, the contribution rate was 1.66%. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Authority's contributions to the HIS Plan totaled $1,935, $1,468, and $1,371 for the years ended September 30, 2016, 2015, and 2014, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2016 and 2015, the Authority reported a net pension liability of $43,991 and $39,170, respectively, for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016 and 2015, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016 and 2014, respectively. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2016 and 2015, the Authority's proportionate share was 0.000377454% and 0.000384082%, respectively.

For the years ended September 30, 2016 and 2015, the Authority recognized pension expense of $3,209 and $2,559, respectively, related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources at September 30, 2016 and 2015:

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2016:		
Differences between expected and actual experience	$ -	$ 100
Change in assumptions	6,903	-
Net difference between projected and actual earnings on HIS Plan investments	22	-
Changes in proportion and differences between HIS Plan contributions and proportionate share of contributions	-	2,246
HIS Plan contributions subsequent to measurement date	484	-
	$ 7,409	$ 2,346

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2015:		
Differences between expected and actual experience	$ -	$ -
Change in assumptions	3,082	-
Net difference between projected and actual earnings on HIS Plan investments	3	(18)
Changes in proportion and differences between HIS Plan contributions and proportionate share of contributions	-	2,071
HIS Plan contributions subsequent to measurement date	484	-
	$ 3,569	$ 2,053

The deferred outflows of resources related to pensions totaling $484 resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2017.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Year Ending September 30	
2017	$ 776
2018	776
2019	772
2020	770
2021	731
Thereafter	754
	$ 4,579

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Actuarial Assumptions - The total pension liability in the July 1, 2016 and 2015 actuarial valuations was determined using the following actuarial assumptions:

	2016	2015
Valuation date	July 1, 2016	July 1, 2014
Measurement date	June 30, 2016	June 30, 2015
Inflation	2.60%	2.60%
Salary increases including inflation	3.25%	3.25%
Municipal Bond Rate	2.85%	3.80%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. Actuarial cost method was Individual Entry Age.

The actuarial assumptions used in the July 1, 2016 and 2014 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

Discount Rate - The discount rate used to measure the total pension liability in the July 1, 2016 and July 1, 2014 actuarial valuations was 2.85% and 3.80%, respectively. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 2.85% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (1.85%) or 1%-point higher (3.85%) than the current rate as of September 30, 2016:

	1% Decrease (1.85%)	Current Discount Rate (2.85%)	1% Increase (3.85%)
Authority's proportionate share of the net pension liability	$ 50,467	$ 43,991	$ 38,616

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Pension Plan Fiduciary Net Position - Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2016 and 2015, the Authority reported payables of $152 and $154, respectively, for the outstanding amount of contributions to the HIS Plan required for the years then ended.

NOTE 8 - OPERATING LEASE

The Authority leases office space under an operating lease which expires on September 30, 2018. Rent expense for the facility lease amounted to $12,311 and $11,937 for the years ended September 30, 2016 and 2015, respectively. The minimum future rental payments are approximately $19,000 annually for fiscal years ending September 30, 2017 and 2018.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position in the local Commercial Services division of a Pensacola based bank used by the Authority for two of its depository accounts. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters in Alabama. The board member is not affiliated with these Alabama divisions. At September 30, 2016, amounts at this bank totaling approximately $2,343,000 were held in checking, money market, and investment accounts.

NOTE 10 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. At that time, the Authority designated $250,000 to fund the Charitable Grant Program over five fiscal years (2013 - 2017). Under the program, funds for lower cost capital expenditures are made available to selected Escambia County non-profit organizations meeting certain requirements. The grants are not loans and do not require repayment by the recipient. The amount of grant funds available in each of the five fiscal years is $50,000 and any amounts not awarded carry over to the following fiscal year. There are limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000 and by September 30, 2016, $12,500 in mini grants were awarded.

NOTE 10 - CHARITABLE GRANT PROGRAM (Continued)

During the years ended September 30, 2016 and 2015, the Authority expensed $1,000 and $69,499, respectively, in funding for grants. All grants awarded through September 30, 2016 were fully expensed and closed as of September 30, 2016. At September 30, 2016, $142,226 was available for funding additional capital grants through the end of the Charitable Grant Program on September 30, 2017.

NOTE 11 - RESTRICTED CONTRIBUTION

During the year ended September 30, 2016, the Authority received a contribution of $370,904 from a local non-profit corporation, subject to the Authority agreeing to restrict the funds for use as capital grants to assist local non-profit organizations providing services which improve the health and wellbeing of residents of Escambia County. As of September 30, 2016, no grants had been awarded from these funds and the entire balance is presented as restricted net position. The Authority anticipates awarding grants from these funds in fiscal year 2017.

NOTE 12 - LEGAL SETTLEMENT PROCEEDS

During the year ended September 30, 2016, the Authority received funds as its share of settlement proceeds obtained in connection with a class action law suit titled In re Municipal Derivatives Antitrust Litigation. The Authority was a member of the class due to certain of the defendants having been involved in providing derivative financial products to the Authority in connection with its Series 2000 Loan Program Bonds. The Authority recognized the proceeds of $192,750 as non-operating revenues for the 2016 fiscal year.

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS*

	2016	2015	2014
Escambia County Health Facilities Authority's proportion of net pension liability	0.000536174%	0.000526658%	0.000602937%
Escambia County Health Facilities Authority's proportionate share of net pension liability	$ 135,384	$ 68,025	$ 36,788
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-employee payroll	116.19%	58.38%	31.57%
Plan fiduciary net position as a percentage of the total pension liability	84.88%	92.00%	96.09%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PROGRAM
LAST TEN FISCAL YEARS*

	2016	2015	2014
Escambia County Health Facilities Authority's proportion of net pension liability	0.000377454%	0.000384082%	0.000400353%
Escambia County Health Facilities Authority's proportionate share of net pension liability	$ 43,991	$ 39,170	$ 37,434
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-employee payroll	37.75%	33.62%	32.13%
Plan fiduciary net position as a percentage of the total pension liability	0.97%	0.50%	0.99%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS*

	2016	2015	2014
Contractually required contribution	$ 13,075	$ 14,425	$ 15,039
Contributions in relation to the contractually required contribution	(13,075)	(14,425)	(15,039)
Contributions deficiency (excess)	$ -	$ -	$ -
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520
Contribution as a percentage of covered-employee payroll	11.22%	12.38%	12.91%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY PROGRAM
LAST TEN FISCAL YEARS*

	2016	2015	2014
Contractually required contribution	$ 1,935	$ 1,468	$ 1,371
Contributions in relation to the contractually required contribution	(1,935)	(1,468)	(1,371)
Contributions deficiency (excess)	$ -	$ -	$ -
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520
Contribution as a percentage of covered-employee payroll	1.66%	1.26%	1.18%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 21, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Escambia County Health Facilities Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
February 21, 2017

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have examined the Escambia County Health Facilities Authority's (the "Authority's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2016. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provided a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended and should not be used by anyone other than these specified parties.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
February 21, 2017

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated February 21, 2017.

Auditor's Responsibility

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

Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, and our Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 21, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Authority for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the Management Letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Board of Directors
Escambia County Health Facilities Authority

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
February 21, 2017

ESCAMBIA COUNTY, FLORIDA

SCHEDULE OF ACTIVITY FOR THE LANDFILL MANAGEMENT ESCROW CASH ACCOUNT

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Warren Averett
CPAs AND ADVISORS

ESCAMBIA COUNTY, FLORIDA
LANDFILL MANAGEMENT ESCROW ACCOUNT
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Warren Averett
CPAs AND ADVISORS

316 South Baylen Street, Suite 300
Pensacola, FL 32502
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

Board of County Commissioners
Escambia County, Florida

We have audited the accompanying Schedule of Activity for the Landfill Management Escrow Cash Account of Escambia County, Florida (Schedule) as of and for the year ended September 30, 2016, and the related notes.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of this schedule in accordance with the requirements of Rule 62.701.630(5), Florida Administrative Code; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

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

Opinion

In our opinion, the schedule referred to above presents fairly, in all material respects the deposits into and withdrawals from the Landfill Management Escrow, account of Escambia County, Florida for the year ended September 30, 2016, in accordance with the requirements of Rule 62.701.630(5), Florida Administrative Code.

Basis of Accounting

We draw attention to Note 1 to the schedule, which describes the basis of accounting. The Schedule was prepared by Escambia County, Florida on the cash basis, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the provisions of the requirements of Rule 62.701.630(5), Florida Administrative Code referred to above. Our opinion is not modified with respect to that matter.

Report on the Financial Statements
We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Escambia County, Florida as of and for the year ended September 30, 2016, and our report thereon, dated February 24, 2017, expressed an unmodified opinion on those financial statements.

Restriction on Use
This report is intended solely for the information of management, the Board of County Commissions of Escambia County, Florida, and the State of Florida's Department of Environmental Protection, and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
February 24, 2017

ESCAMBIA COUNTY, FLORIDA
LANDFILL MANAGEMENT ESCROW CASH ACCOUNT
SCHEDULE OF ACTIVITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

LANDFILL CLOSING AND LONG-TERM CARE
ESCROW ACCOUNT

	Perdido	Beulah	Camp V	Total
Balance, September 30, 2015	$ 7,121,333	$ 72,055	$ 13,913	$ 7,207,301
Plus: Interest Earnings	66,632	649	--	67,281
Plus: Deposits (September 30, 2016)	205,606	--	--	205,606
Balance, September 30, 2016	$ 7,393,571	$ 72,704	$ 13,913	$ 7,480,188
Balance Related to Closing Costs	$ 7,393,571	$ -	$ -	$ 7,393,571
Balance Related to Long-term Care	--	72,704	13,913	86,617
Balance, September 30, 2016	$ 7,393,571	$ 72,704	$ 13,913	$ 7,480,188

See notes to the schedule.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
LANDFILL MANAGEMENT ESCROW CASH ACCOUNT
NOTES TO SCHEDULE OF ACTIVITY
SEPTEMBER 30, 2016

1. PURPOSE

The "Schedule of Activity" for the Landfill Management Escrow Cash Account (the "Schedule") of Escambia County, Florida is prepared on the cash basis of accounting and submitted to the State of Florida Department of Environmental Protection pursuant to Section 62-701.630 (5) (c) of the Florida Administrative Code (the "Code"). The Schedule contains only the escrow balance required by the Code and is not intended to present the financial position of Escambia County, Florida, Solid Waste Fund.

2. LANDFILL MANAGEMENT ESCROW

The County records the landfill management escrow as restricted cash and cash equivalents to fund closing costs of the Perdido Landfill, and to fund postclosure costs of the closed Camp V and Beulah landfills. The escrow account consists of funds held in the County's pooled cash and investments, of which the balance and earnings have been allocated to the respective landfills. The County maintains its pooled cash and investments in accordance with the County's investment policy which is consistent with the requirements of Florida Statute 218.415. The required escrow amount is calculated based on estimates made annually by either a Registered Professional Engineer or County personnel. Per the escrow agreement dated February 15, 2013, at September 30, 2016, the escrow consists of $7,480,188 held in a pooled interest bearing money market account (cash equivalent) with the Florida State Board of Administration's *Florida Prime Investment Program*.

FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

SEPTEMBER 30, 2016

Warren Averett
CPAs AND ADVISORS

FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

SEPTEMBER 30, 2016

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Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Detention/Jail Commissary Fund ("Commissary Fund") of Escambia County, Florida, as of and for the year ended September 30, 2016, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Commissary Fund of Escambia County, Florida, as of September 30, 2016, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Commissary Fund financial statements referred to above were prepared solely for the purpose of complying with Florida Statutes, Section 951.23 (e). The accompanying financial statements are intended to present the financial position and changes in financial position of the operations of the Commissary Fund and they do not purport to, and do not, present fairly the financial position of Escambia County, Florida, as of September 30, 2016, and the changes in its financial position for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matter - Compliance with Florida Statute 951.23 (9)(b)

Florida Statute 951.23(9)(b) requires that commissary prices not exceed the fair market value for comparable products sold in the community where the facility is located. In connection with our audit, nothing came to our attention that caused us to believe that the Commissary Fund failed to comply with this requirement, insofar as it relates to accounting matters. However, our audit was not directed toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Commissary Fund's noncompliance with the above-referenced provision, insofar as it relates to accounting matters.

Restricted Use Relating to the Other Matter

The communication related to compliance described in the foregoing Other Matter paragraph is intended solely for the information and use of the Board of County Commissioners, Commissary Fund management, and state officials, and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule and related notes, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Warren Averett, LLC

Pensacola, Florida
February 24, 2017

Financial Statements

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

BALANCE SHEET
SEPTEMBER 30, 2016

ASSETS	
Jail Inmate Trust Account	$ 143,898
Cash and Investments	2,005,585
Accounts Receivable	99,357
Inventories	82,010
Total Assets	$ 2,330,850
LIABILITIES	
Accounts Payable	$ 22,814
Accrued Liabilities	7,860
Due to Other Governments	216
Inmate Deposits - Commissary	143,898
Total Liabilities	174,788
FUND BALANCES	
Non-Spendable Inventory	82,010
Restricted for Public Safety - Inmate Welfare	2,074,052
Total Fund Balances	2,156,062
Total Liabilities and Fund Balances	$ 2,330,850

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2016

REVENUES		
Charges for Service	$	1,284,625
Investment Income		15,643
Total Revenues		1,300,268
EXPENDITURES		
Current:		
Public Safety		
Personnel		148,203
Operating		357,590
Total Expenditures		505,793
Excess (Deficiency) of Revenues Over (Under) Expenditures		794,475
Fund Balance - Beginning		1,361,587
Fund Balance - Ending	$	2,156,062

See notes to financial statements.

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016

1. Summary of Significant Accounting Policies

The following is a summary of the significant principles and policies used in the preparation of these financial statements.

A. Reporting entity

Pursuant to Florida Statutes Chapter 951.23 (9), a commissary may be operated in the detention facility. If a commissary is established, then an inmate welfare fund shall also be established. The officer in charge will establish a procedure for providing commissary or canteen facilities or access to canteen items for the benefit of the inmate. The commissary or canteen shall not sell food that competes with the detention facility food program. Canteen prices shall be set so as not to exceed the fair market value for comparable products sold in the community where the facility is located. Expenses involved in the commissary operation, including compensation for commissary employees and gratuities for inmates who may assist such employees, may be paid from the profit. Profits from the commissary shall be used for overall inmate welfare.

For financial reporting purposes, the Detention/Jail Commissary Fund (Jail Commissary) is a special revenue of the primary government of Escambia County, Florida (the County), and therefore, is included as such in the Escambia County, Florida, Comprehensive Annual Financial Report.

B. Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Chapter 951.23 (9)(e) Florida Statutes which requires an audit of the fiscal management of the commissary by a disinterested party on an annual basis, which shall include certification of compliance with the pricing requirements.

Because this special fund level-only report is prepared for statutory compliance purposes, it does not present entity-wide financial statements and management's discussion and analysis in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34. All other relevant aspects of GASB Statement No. 34 have been incorporated into this report.

Entity-wide financial statements are prepared at the County-wide level by the County and include the Jail Commissary special revenue fund. Copies of that report may be found online at www.escambiaclerk.com, or by contacting the Escambia County Clerk of Circuit Court and Comptroller, Finance Department, 221 Palafox Place Suite 130 Pensacola Florida 32502.

1. Summary of Significant Accounting Policies (Continued)

C. Basis of presentation – fund financial statements

The Jail Commissary financial records and accounts are maintained in accordance with the principles of "fund accounting," whereby resources are classified for accounting and reporting purposes into funds to insure compliance with any special restrictions or limitations on the use of such resources. The financial transactions of the fund are recorded in an individual special revenue fund.

Special Revenue Fund - Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Restricted Fund Balance - Fund balances are classified as restricted when constraints are placed on the use of resources such as by Florida Statute 951.23(9).

D. Measurement focus and basis of accounting

The Jail Commissary is accounted for on a "spending" or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. Reported fund balance is considered a measure of "available or appropriable resources". The operating statement presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

The Jail Commissary uses the *modified accrual basis of accounting*. Revenues are recognized when they become susceptible to accrual—that is when they are both measurable and available to finance expenditures of the current period. Expenditures generally are recognized under the *modified accrual basis of accounting* when the fund liability is incurred.

E. Funding

The primary revenues for the Jail Commissary are charges for service. Charges for service consist primarily of commissions on commissary sales and phone services.

Operating expenditures for inmate welfare consist primarily of Chaplin services, educational classes, legal services, health and personal hygiene, clothing, and utilities such as telephone/television/internet.

2. Cash deposits with financial institutions

At year-end the reported amount of the deposits was $143,898 and the bank balance was $152,098 in the Jail Inmate Trust checking account (a custodial bank account used to hold monies belonging to inmates). The remaining cash and investments totaling $2,005,585 consists of equity in pooled cash & investments of the County. All such funds are considered insured through FDIC coverage or by the Florida Security for Public Deposits Act.

3. Capital assets

Capital assets (vehicles, equipment and other property costing at least $1,000 with a useful life of more than one year) are recorded as expenditures at the time of purchase. These assets are capitalized at cost and depreciated in Escambia County's government-wide financial statements.

4. Litigation

In the opinion of management, based on the advice of legal counsel, there are no lawsuits or claims outstanding which will have a material adverse effect on the financial position of the Jail Commissary.

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	Budgeted Amounts			Variance
	Original	Final	Actual Amounts	with Final Budget - Over (Under)
REVENUES				
Charges for Service	$ 760,000	$ 760,000	$ 1,284,625	$ 524,625
Investment Income	-	-	15,643	15,643
Total Revenues	760,000	760,000	1,300,268	540,268
EXPENDITURES				
Current:				
Public Safety				
Personnel	167,827	169,974	148,203	21,771
Operating	592,173	588,307	357,590	230,717
Capital	-	3,866	-	3,866
Total Expenditures	760,000	762,147	505,793	256,354
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(2,147)	794,475	796,622
Fund Balance - Beginning	-	2,147	1,361,587	1,359,440
Fund Balance - Ending	$ -	$ -	$ 2,156,062	$ 2,156,062

See notes to the required supplementary information.

ESCAMBIA COUNTY, FLORIDA
DETENTION/JAIL COMMISSARY FUND

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2016

The Jail Commissary operates under budget procedures applicable to counties pursuant to Florida Statutes. An annual budget is legally adopted for the Jail Commissary special revenue fund on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is at the fund level.

The budgets presented in the accompanying schedule are as originally adopted, or as legally amended, by the Escambia County Board of County Commissioners during the year ended September 30, 2016.

The Jail Commissary's tentative budget is submitted to the Board of County Commissioners for the ensuing fiscal year. As required by Florida Statutes, the proposed budget contains balanced statements of estimated revenues and proposed appropriations for the fund.

After public hearings, a final budget is prepared and adopted no later than September 30. The Jail Commissary budget, which is included in Escambia County's budget, is legally enacted through passage of a resolution.

The Board of County Commissioners must approve any revisions that alter the total expenditures of the fund. The County Budget Department is authorized to transfer budgeted amounts within departments of a fund and between departments of a fund; however, the Board of County Commissioners must approve any revisions that alter the total expenditures of any fund. The Board of County Commissioners may approve supplemental budget amendments during the year that increase the original budget.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-15. Approval of Various Consent Agenda Items – Continued

8. Approving the eight *Request for Disposition of Property* Forms for the Public Works Department, listing 32 items to be disposed of properly, which are described, with reasons for disposition stated.

9. Taking the following action concerning the conveyance of a subordination of County utility interests to the Florida Department of Transportation (FDOT), for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road:

   A. Adopting the Resolution *(R2015-112)* authorizing the conveyance of a subordination of County utility interests to FDOT for their planned improvement project for the portion of State Road 95 (U.S. 29), from Interstate 10 (I-10) to 9 1/2 Mile Road; and

   B. Authorizing the Chairman to execute the *Subordination of County Utility Interests* and the Resolution, related to this conveyance, without further action of the Board.

10. Confirming the appointment of Robert Gravley, Chairman/CEO of the Gulf Coast Veterans Advocacy Council, Inc., to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.), Board of Directors, to serve as the replacement for Valera Young, who recently resigned due to a change of employment; the term of this appointment will be for three years, effective September 24, 2015, through September 24, 2018.

11. Taking the following action concerning an Agreement (Number F1128) with the Florida Department of Economic Opportunity (DEO) for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County:

   A. Approving the Agreement (Number F1128) with the Florida DEO for a Community Resiliency Initiative Pilot Project to develop a Coastal Hazards Vulnerability Assessment and Adaptation Plan for Escambia County; and

   B. Authorizing the Chairman to sign the Agreement and any other subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action from the Board.

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 03-23-2017

TO: Liz Carew
Clerk to the Board

BCC: 09-03-2015

CAR I-11 Amendment One to Agreement between Florida Department of Economic Opportunity and Escambia County, Florida

Please Initial and Date
Below on Line Provided

JW 03-23-2017

Judy Witterstaeter, Program Coordinator, County Administration

Attached for your further handling is the Clerk's Original of the document noted above.

Thank you.

3/30 LC

Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

Escambia County Clerk's Original

9/3/2015 CAC I-11

Agreement Number: F1128

AMENDMENT ONE
TO AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ESCAMBIA COUNTY, FLORIDA

On January 12, 2016, the State of Florida, Department of Economic Opportunity ("DEO"), and Escambia County, Florida ("Recipient"), entered into Agreement F1128 ("Agreement") for the Recipient to be one (1) of three (3) adaptation pilot communities to be provided services through a contractor to develop sea level rise vulnerability assessments and adaptation plans for the pilot communities.

WHEREAS, Section VI. of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

Not Agenda Backup
2/22/2017 D. Gibson

1. Section II., Agreement Term and Renewals, is hereby deleted and replaced with the following:

   II. AGREEMENT TERM AND RENEWALS

   This Agreement shall take effect on the date the last Party signs this Agreement and shall end on June 30, 2017, unless otherwise terminated, renewed, or extended in accordance with Section VIII of this Agreement.

2. All other terms and conditions of the Agreement remain in effect.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF, by their signatures below, the Parties agree to abide by the terms, conditions, and provisions of Agreement F1128, as amended. This Amendment is effective as of December 30, 2016.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ~~Taylor Teepell~~ Julie Dennis

Title: Director of Community Development

Date: 3/16/17

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:

Title: D. B. Underhill, Chairman

2/16/2017

ATTEST: PAM CHILDERS, Clerk of the Circuit Court
Deputy Clerk

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By:

Approved Date: 03/13/2017

Approved as to form and legal sufficiency:

By:

Approved Date: 2/14/17

AI-11970 **Clerk & Comptroller's Report 16. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 04/06/2017
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Joint Meeting between the Escambia County Board of County Commissioners and the Escambia County School Board held March 7, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 9, 2017;

C. Approve the Minutes of the Special Joint Meeting of the Emerald Coast Utilities Authority Board and the Escambia County Board of County Commissioners held March 13, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 16, 2017;

E. Approve the Minutes of the Attorney-Client Session held March 16, 2017; and

F. Approve the Minutes of the Regular Board Meeting held March 16, 2017.

Attachments

20170309 CW Workshop
20170316 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MARCH 9, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 2:28 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Angela Crawley, Assistant to the County Administrator
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

   Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on March 4, 2017, in the Board's Weekly Meeting Schedule.

AGENDA NUMBER – Continued

3. State Road 30 (U.S. 98) Gregory Street and Bayfront Parkway at 17th Avenue Intersection

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Project Development and Environmental Study (PD&E) Re-Evaluation State Road 30 (U.S. 98) Gregory Street and Bayfront Parkway at 17th Avenue Intersection Financial Project Number: 737844-1-22-01*, presented by Shawn Justice, Volkert, Inc., and the C/W:

      (1) Was advised by Mr. Justice that this re-evaluation of the existing PD&E study introduces an additional alternative that:

         (a) Elevates traffic on U.S. 98, coming off the Pensacola Bay Bridge over an at-grade, single-lane roundabout; thereby, removing a significant amount of traffic from the intersection;

         (b) Provides east-bound traffic on Bayfront Parkway a free-flow connection to the Pensacola Bay Bridge and removes traffic from the roundabout, which replaces an at-grade, signalized intersection;

         (c) Impacts two parcels of property belonging to the City of Pensacola and the State of Florida; and

         (d) Is scheduled to be introduced at a Public Meeting to gain public input on Tuesday, April 11, 2017, at 5:30 p.m., at the Pensacola Grand Hotel; and

      (2) Heard Commissioner Underhill direct County Administrator Brown to ensure this information is added to the County's website; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

4. Safe Neighborhood Funding Plan

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Safe Neighborhood Funding Plan*, presented by Clara Long, Division Manager, Community Redevelopment Agency, and the C/W:

(1) Was advised by Ms. Long that:

(a) The neighborhoods designated as "Safe Neighborhoods" are included in the program for four years;

(b) Streetlight projects were requested either by the District or people in the community, and the annual recurring energy cost must be budgeted yearly; and

(c) New LED streetlights through Gulf Power contracts have a minimum term of five years, and can be paid for monthly or upfront; however, paying upfront includes installation and one year of energy costs;

(2) Was advised by Commissioner May that he is of the opinion that goals and criteria must be met before a neighborhood "graduates" from the program, and it should not be just a matter of time in the program;

(3) Heard comments from Commissioner Bergosh suggesting the Board set some criteria to measure progress, if there is no legislation governing the timeframe of four years;

(4) Heard comments from Commissioner Underhill recommending that staff meet with each Commissioner for the neighborhoods that qualify as active "Safe Neighborhoods" to determine the priorities for each neighborhood, and then bring the requirements for each neighborhood to the Board for allocation of funds; and

(Continued on Page 4)

4. Continued…

   A. Continued…

      (5) Heard comments from Commissioner Barry requesting staff to review the figures regarding annual costs for streetlight projects, because the figures on the slides show that in each column, for the first five years of operation, the County will pay less net for no upfront money, which would allow for more LED lights to be installed from the beginning; and

   B. Board Direction – The C/W recommends that the Board direct staff to develop two plans: a reserve funds allocation plan for those neighborhoods that were in the Past Designation column of the slides, and a plan for allocation of those funds for neighborhoods in the Current Designation, with Cantonment included with the current designees.

      Recommended 5-0

5. FEMA Letters for all National Flood Insurance Policyholders

   A. Board Discussion – The C/W discussed FEMA (Federal Emergency Management Agency) letters for all National Flood Insurance policyholders, and the C/W:

      (1) Was advised by County Administrator Brown that FEMA sent out a letter that increases flood insurance costs, and there is nothing the County can do about it; and, staff has been responding to questions from the public; and

      (2) Was advised by Commissioner Robinson that:

         (a) Flood insurance has been a major issue for the National Association of Counties (NACo), as well as the Gulf States Counties and Parishes Caucus;

         (b) Updated flood zone maps have been released for comments, and he is of the opinion that the maps are accurate; and

         (c) Flood insurance cost has a chance to go higher; however, NACo and the Gulf States Counties and Parishes Caucus will continue to advocate on behalf of the citizens at both the flood map level and Congress; and

   B. Board Direction – None.

(COMMISSIONER BERGOSH WAS ABSENT DURING DISCUSSION OF THIS ITEM)

AGENDA NUMBER – Continued

6. OLFX Update

A. Board Discussion – The C/W discussed Outlying Field X (OLFX), and the C/W:

(1) Was advised by Commissioner Barry that he still believes that the Board could go forward with a Memorandum of Agreement/Memorandum of Understanding (MOA/MOU) to state that it is the Board's intent to allow some of the business process to continue without spending additional funds;

(2) Was advised by County Attorney Rogers that:

(a) The Board has the following two options for the Cultural Resources Survey, which must be done for the Navy to complete its National Environmental Policy Act (NEPA) analysis of OLF8:

(1) The Board can decide to enter into an MOA with the Division of Historical Resources that will obligate the County to do the Survey at a subsequent date prior to development; or

(2) The County can do its own Cultural Resources Survey, with permission from the Navy to conduct the Survey on its property; and

(b) The Surface Rights Waivers must be obtained or extended prior to November, and the Navy will not proceed without the waivers;

(3) Heard comments from Commissioner May supporting getting the Cultural Resources Survey done, but not expending any more funds;

(4) Was advised by County Administrator Brown that:

(a) The the new waiver should be easily approved, based upon the others that are already in place, and Jim Cronley volunteered to get the others extended;

(Continued on Page 6)

AGENDA NUMBER – Continued

6. Continued…

   A. Continued…

      (4) Continued…

         (b) By entering into a MOA/MOU for a Cultural Resources Survey, the Board would be committing that the Cultural Resources Survey would be conducted if the County is going to "turn dirt," and, if no dirt is turned, nothing else must be done unless some type of construction begins, so to authorize an MOA/MOU would not be expending money other than committing to perform the Cultural Resource Survey at some point; and

         (c) Currently, a letter is being reviewed by Chief of Naval Aviation Training staff, and they expect to have a decision by the end of the month; and

      (5) Was advised by Commissioner Bergosh that he supports moving forward with the Cultural Resources Survey; and, he remains committed to the project and would like information on the Change Order and the County's efforts to have the Navy reduce some of the requirements; and

   B. Board Direction – The C/W recommends that the Board move forward with a Memorandum of Agreement/Memorandum of Understanding stating the Board's intent to continue the business process without expending or encumbering any additional funds, and table the discussion until the Regular Board of County Commissioners meeting.

      Recommended 5-0

AGENDA NUMBER – Continued

7. Toll Bridge Study

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Bob Sikes Bridge Toll Plaza System Upgrades-SunPass®*, presented by David Forte, Division Manager, Public Works Department, and the C/W:

(1) Was advised by Mr. Forte that:

(a) SunPass was implemented in June 2016;

(b) The Annual Pass has been incorporated into the SunPass system, at a cost of $50 for the General Public, $70 for commercial use, and $5 for Homesteaded Passes; and, cash is still accepted and SunPass collects electronic transactions through the Florida Turnpike Enterprise;

(c) Moderate improvement has occurred in traffic throughput with one dedicated SunPass lane and three "mixed mode" lanes that accept both SunPass and cash;

(d) Toll counts have increased as compared to the same time frame in 2016; and

(e) He recommends continuing the configuration in use now and continuing the educational outreach and workshops to explain SunPass, and have some promotional activities to provide SunPass transponders to people who attend the workshops, as well as, reaching out to educational institutions and other entities over the next several months to promote SunPass;

(2) Heard comments from Commissioner Robinson suggesting the County incentivize using the SunPass by reducing the cost of the Annual Pass from $50 to $20, which will encourage others to use the SunPass, bolster numbers, increase utilization of the SunPass lane, reduce traffic in the other three lanes, and lessen the backup at the Toll Plaza;

(Continued on Page 8)

AGENDA NUMBER – Continued

7. Continued…

   A. Continued…

      (3) Heard comments from Commissioner Bergosh supporting an incentive and suggesting reducing the cost of the toll if using the SunPass from $1 to $.75; and

   B. Board Direction – The C/W recommends that the Board reduce the cost of Pensacola Beach Annual Pass to $20, effective May 1, 2017.

      Recommended 5-0

8. Pensacola Beach Traffic Congestion Management Plan

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Pensacola Beach Congestion Management Plan*, presented by David Forte, Division Manager, Public Works Department, and Clark Bailey, Volkert, Inc., and the C/W:

      (1) Was advised by Mr. Forte that:

         (a) Three public involvement meetings were held from April 2016 to February 2017; all were well attended and resulted in written comments, as well as some one-on-one meetings with stakeholders;

         (b) Consultants were tasked with designing three phases of improvements, as follows:

            - Short-term improvement projects,
            - Long-term capital improvement program,
            - Identifying funding sources for the long-term improvements

         (c) Short-Term Projects are:

            - Ingress/Egress to Circle K – Completed February 2017
            - Ingress/Egress to Casino Beach Parking – Complete March-May 2017
            - Pedestrian Crosswalk Upgrade – Complete March-May 2017

(Continued on Page 9)

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(1) Continued…

(d) Consultants also proposed four parking options using a permeable surface to accommodate storm water, as follows:

- Public property near the Fire Station on Via de Luna, which already has an existing median opening that would allow a direct left turn in, would offer an opportunity to incorporate transit as a trolley stop, could potentially provide employee parking for businesses, and is located three minutes from the commercial core; estimated cost is $420,000
- Public property near the Sheriff's Substation at Casino Beach, which already has a storm water pond that could be incorporated into the parking lot, direct access to the Casino Beach parking lot, and easy access to Fort Pickens Drive; estimated cost is $493,000
- Public property near the old Visitors Center building, which would have to be relocated, would offer the opportunity to add additional spaces to the approximately 150 existing public parking spaces just north of the Sandshaker that are more difficult to access unless you are familiar with the area; estimated cost is $40,000, that does not include relocation of the building
- Public property where the current Santa Rosa Island Authority (SRIA) office is located would provide 108 additional spaces; however, the SRIA building would have to be removed and rebuilt elsewhere; estimated cost is $270,000, that does not include replacing the building

(e) Consultants also considered constructing an elevated parking deck on the SRIA office site to provide nearly 400 parking spaces, which would be costly to construct and maintain; however, it could be a mixed-use facility with parking on two decks with the upper area housing the SRIA office or other development; estimated cost is $5,600,000 that does not include relocation of the SRIA office;

(Continued on Page 10)

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(1) Continued…

(f) Transit improvements were also considered, such as adjusting hours of service, months of operation, and the schedule and routes to align with the ferry and improve on-time performance; with an estimated cost of $600,000, that does not include relocation of the SRIA office; and

(g) Future improvements at Pensacola Beach include the Pensacola Beach Boulevard access road, due to complete in 2017/18, and the Pensacola Bay Ferry passenger service in 2018; and

(2) Was advised by Mr. Bailey that:

(a) Consultants met with the public to get ideas for long-term improvements and one of the ideas that kept coming up was a roundabout to alleviate the congestion at the traffic signals; and

(b) Three alternatives were developed to accommodate pedestrian traffic, as follows:

- Alternative A: Pedestrians use crosswalks at the roundabouts, and must cross three lanes with no traffic signal; the estimated cost is $4,000,000
- Alternative B: Pedestrians use an elevated walkway to pass over the vehicle traffic and are completely removed from it, but this option would require ramps and possibly elevators; the estimated cost is $10,000,000
- Alternative C: Pedestrians use an underpass walkway and pass under the road, which is accomplished by bringing the road elevation up 5-6 feet and lowering the pedestrians 4-5 feet to accommodate 10 feet of overhead clearance, 20-30 feet in width, and 50 feet in depth (length of the walkway); the estimated cost is $15,000,000

(Continued on Page 11)

AGENDA NUMBER – Continued

8. Continued…

   A. Continued…

      (3) Was advised by Commissioner Robinson that he favors accepting the Pensacola Beach Congestion Management Plan and moving forward with Alternative C for pedestrian safety;

      (4) Was advised by Commissioner Bergosh that he strongly supports the underpass pedestrian walkway; however, a discussion with the City of Gulf Breeze and Santa Rosa County will be necessary because the new Pensacola Bay Bridge is going to bottleneck in Gulf Breeze in the same place as it does now; and he has concerns about roundabouts, and recommends staging any changes;

      (5) Was advised by Commissioner Barry that he is most concerned with the financing of any improvements, more than which option is selected and the aesthetics; and

      (6) Agreed to discuss the Pensacola Beach Congestion Management Plan further at a C/W Workshop in April 2017; and

   B. Board Direction – None.

   Speaker(s):

   Robert Rinke
   Julian McQueen
   Jay Patel
   Ajit Patel

AGENDA NUMBER – Continued

9. Open Container on Pensacola Beach

A. Board Discussion – The C/W discussed open containers on Pensacola Beach, and the C/W:

(1) Was advised by Chief Deputy Eric Haines, Escambia County Sheriff's Office, that:

(a) The Ordinance was not very strong, and the public quickly learned ways to circumvent the Ordinance, but it did have a weak effect;

(b) Last year, during the summer there were no affrays on Quietwater Beach and a drastic reduction in disorderly conducts, but there was an increase in retail petty theft; and, there are other factors, such as businesses staying open later because of good crowds, that could result in more petty thefts;

(c) DUIs went up for the Beach as a whole, but that is due to the Sheriff's Office implementing the DUI unit again;

(d) The Ordinance was the low cost option for reducing problems that were going on, and the other alternative was more law enforcement officers; and

(e) Crime data will be sent to the County Administrator for distribution to the Board;

(2) Was advised by Commissioner Bergosh that he wants to review data, such as where the fights occurred and how those are attributed to drinking on the boardwalk, before deciding whether or not to sunset the Ordinance, in order to avoid punishing the whole for the behavior of a few, but he does support not allowing outside beverages on the boardwalk outside of businesses;

(Continued on Page 13)

AGENDA NUMBER – Continued

9. Continued…

A. Continued…

(3) Was advised by David Bear that he is opposed to the Ordinance and favors sunsetting it because the restrictions placed on the consumption of alcohol still allows for people to put their alcohol in a covered container or walk 15 feet from the boardwalk to the sand where drinking is allowed, so the people causing problems can still cause problems; therefore, the Ordinance is a hindrance to those who want to responsibly drink by using issues that are already illegal and can be enforced as a reason for restrictions, and it is discriminatory toward those who cannot afford to buy a $6 or $7 beer on the boardwalk and want to bring it themselves;

(4) Was advised by Rusty Branch, Destination Marketing Organization (DMO), that business and hotel data is reported to the Santa Rosa Island Authority (SRIA) and available to the public at any time, and businesses have done well under the Ordinance; so the business owners and hoteliers support the Ordinance staying in effect and being made permanent, since it limits open containers in certain areas, but not access to alcohol;

(5) Was advised by Commissioner May that he would like the current and past data, as well as past data, to compare and look at the effects, and he supports extending the Ordinance and studying data prior to making any further decisions;

(Continued on Page 14)

AGENDA NUMBER – Continued

9. Continued…

A. Continued…

(6) Was advised by Robert Rinke, master leaseholder on the boardwalk, that most beaches in the country, including Gulf Shores, Okaloosa, and Walton allow no open containers on the beaches at all, including the sand, which was not done here even though there has been an ongoing issue for years of people hanging out on the boardwalk and drinking, then saying something to someone causing a conflict, which caused hoteliers to tell guests to avoid the boardwalk; currently, everyone has the ability to drink at Pensacola Beach, because the Ordinance just keeps people from loitering in front of businesses and running people off, and since there is no way to police who is good or bad before something happens, there is a small population running off 95 percent of the public, but the public will eventually come back, which in the end is more access to the boardwalk by keeping it safe for the general public and families;

(7) Was advised by County Attorney Rogers that there is a State Statute concerning loitering; however, it is exceptionally difficult to enforce, particularly in an area where people are invited to sit and spend time, as was the policing of parking lots and sidewalks prior to this Ordinance;

(8) Was advised by Commissioner Robinson that his objective was to reduce the drunk and disorderly problems and affrays that cannot be predicted, the Ordinance does not curb access, but targets behavior on the boardwalk, and he supports this Ordinance for another year;

(9) Was advised by Commissioner Underhill that the target was affrays and drunk and disorderly behavior that reflects poorly on Pensacola Beach and denies access to the civil by allowing the uncivil behavior; and he supports capitalizing on the success of the Ordinance by removing the sunset clause and making it permanent;

(10) Was advised by Commissioner Barry that he does not support a permanent Ordinance, but supports extending another year, or other time period, after establishing measures for success, focusing on the commercial core, as well as the boardwalk, as long as there is empirical data distributed to the Board;

(Continued on Page 15)

AGENDA NUMBER – Continued

9. Continued…

   A. Continued…

      (11) Heard Commissioner Underhill ask for crime data from the Sheriff's Office, sales tax data from the SRIA, and for any data the DMO may have that would speak to quality of life for review prior to further discussion of this Ordinance; and

   B. Board Direction – None.

10. Brownsville Resource Center Presentation

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Brownsville Community Resource Center Grand Opening*, presented by Tonya Gant, and the C/W:

      (1) Was advised by Ms. Gant that:

         (a) The Brownsville Resource Center renovations are almost complete and should be turned over to staff in April 2017 with a ribbon-cutting in May;

         (b) Amenities include a commercial kitchen, computer lab, conference room, and library services;

         (c) The facility can be a great revenue generator, based on the square footage and the way it can be marketed and rented for banquets, conferences, retreats, and weddings;

         (d) Current resources are after school programs and summer camp, staffed by a community center coordinator, community center division manager, and part-time, temporary employees;

         (e) A fee schedule for special events was developed, with input from the Destination Marketing Organization and Visit Pensacola;

(Continued on Page 16)

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(1) Continued…

(f) The Neighborhood and Human Services Department needs $25,000 of the $250,000 budgeted for furniture, fixtures, and equipment to procure, with the assistance of the Information Technology Department and Facilities Management Department, tables and chairs, recording studio equipment, video surveillance equipment, and security systems;

(g) The Neighborhood and Human Services Department is collaborating with CareerSource Escarosa to develop a schedule to provide computer training, employability training and workshops, and job fairs;

(h) Project Empower of Northwest Florida, Inc., has expressed interest in being a tenant in the facility, providing daily programming, such as youth programs, adult literacy programs, dislocated worker programs, and an employee to assist with the day-to-day operation of the facility;

(i) Omega Lamplighters would also like space in the facility to provide programs and are willing to give in-kind volunteer hours; and, other community partners have contacted staff to indicate that they would be interested in providing programming, without permanent space in the facility; and

(j) There were two town hall meetings and the community provided input on services/programs that they see as important;

(2) Was advised by Bryan Freeman, Executive Director of the Omega Lamplighters, that:

(a) Omega Lamplighters has programs in Orlando, Tallahassee, and Jacksonville, and would like to partner with the center to provide academic tutoring, mentorship, and exposure to college and careers utilizing space in the facility;

(Continued on Page 17

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(2) Continued…

(b) The mentoring program has a well-rounded network of community sponsors;

(c) Omega Lamplighters will provide forty in-kind volunteers at no charge the first year of participation;

(d) Programs will also include annual service projects and community professional development workshops geared to preparing young people for college; and

(e) Omega Lamplighters do projects monthly and partner with Pensacola State College and the University of West Florida to provide resources and tutors, who will be housed at the center for students to meet with weekly at no cost;

(3) Was advised by Commissioner May that:

(a) The fee schedule for the center, which is for those who cannot afford New World Landing or the Little Theater, is too high;

(b) There are options for naming the building, such as naming it after those who made significant contributions to the neighborhood, and calling it an "event center" gives the wrong connotation;

(c) Staff needs to drill down to determine what programs are being considered to address medical needs, as well as children and family needs, considering measurable goals and objectives for the short- and long-term for all programs provided, with an implementation and operations plan, and staff may work with any partners that they think will benefit the center and bring back a description of each partner's services with a plan to measure success; and

(Continued on Page 18)

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(3) Continued…

(d) Instead of removing the deputy residence, make parking spaces around it and use the building for storage for outdoor sports equipment or maintenance equipment and supplies, and look at other areas for parking; and

(4) Was advised by Commissioner Underhill that:

(a) The numbers proposed by staff for rental of the center as an "event facility" seem high because the purpose is not to make money, but to make a difference;

(b) Any partners must help achieve the County's objectives;

(c) There is not enough parking on site for a facility this size, so it may be appropriate to remove the house and that area used for parking; and

(d) There needs to be another Town Hall meeting before proceeding further; and

B. Board Direction – None.

AGENDA NUMBER – Continued

11. Community Center and Library Enhancements Requests

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Library Service Enhancements*, presented by Todd Humble, Library Services Director, and the C/W:

(1) Was advised by Mr. Humble that:

(a) The current request is not for additional funding, but to use existing reserves, and was approved by the Library Board of Governance;

(b) Staff attempted to distribute funds equally among the five districts; and, there are projects in District 5 that will be presented at a future date;

(c) The eRate application was successful, and an eRate Funding Commitment Letter was received in January, which means the West Florida Public Library system will receive an 80% discount on internet services until the current Administration makes a change in the eRate funding formula;

(d) The Molino complex does not have broadband capability; so last summer, the Information Technology Department negotiated with Southern Light to run several miles of fiber optic line that direction, at a cost of $10,000, with $8,000 to be reimbursed;

(e) Since the funds are not in the Library budget and would have to be moved from Reserves, nothing has been purchased, some of the items are larger dollar values and would have to utilize the sealed bid process, and he has formal quotes from three vendors for the devices that are available, and some are sole-sourced;

(f) The ATM-grade, outdoor-rated units are an efficient, low cost means to get library materials to facilities that have no staff on site; and

(g) The items for an Express Library at the Brownsville Community Center could include a media unit with a 1,000-item inventory and smart lockers for distribution;

(Continued on Page 20)

AGENDA NUMBER – Continued

11. Continued…

    A. Continued…

        (2) Was advised by Commissioner Barry that he was not aware of the lack of internet service at the Molino Branch, he would have asked the Board for $10,000 to run fiber to the library, and staff has not met with him to discuss priorities for District 5; and

        (3) Heard comments from Commissioner May concerning his desire to meet with library staff to discuss needs in District 3; and

    B. Board Direction – None.

    (COMMISSIONER BERGOSH WAS ABSENT DURING DISCUSSION OF THIS ITEM)

12. Plumbers and Pensacola Energy

    A. Board Discussion – The C/W agreed to drop this issue from the agenda; and

    B. Board Direction – None.

13. Adjourn

    Chairman Underhill declared the C/W Workshop adjourned at 2:28 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MARCH 16, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 12:38 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the March 16, 2017, Regular Board Meeting, was reviewed as follows:

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

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

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

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

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

   F. Commissioner Bergosh reviewed his add-on item.

2. FOR INFORMATION: Commissioner Underhill presented an "Above and Beyond" Award to Todd Speranzo, Security Guard, Ernie Lee Magaha Government Building.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11933 **Growth Management Report 16. 1.**
BCC Regular Meeting
Meeting Date: 04/06/2017
Issue: Review of Rezoning Case Heard by the Planning Board on March 7, 2017
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on March 7, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on March 7, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2017-01 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2017-01**
Address:	8600 Block Lillian Highway
Property Reference No.:	12-2S-31-3110-000-000
Property Size:	1.43 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Sterling Tree Service, Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond

BACKGROUND:

The above case was owner initiated and heard at the March 7, 2017, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The 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-2017-01

Z-2017-01

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2017-01

Applicant: Tom Hammond, Agent for Sterling Tree Service, Inc., Owner
Address: 8600 Block Lillian Highway
Property Size : 1.43 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)
To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of March 2017, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIMOTHY PYLE, District 2 (Acting Chair)
JAY INGWELL, District 1
ERIC FEARS, District 4
WILLIAM CLAY, District 3
EDWIN HOWARD, At-Large
REID RUSHING, Vice Chair
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
JOHN FISHER
ALLYSON CAIN

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P R O C E E D I N G S

MR. PYLE: And we'll enter the quasi-judicial. Call that to order.

So that being said, do we have proof of publication and waiver of reading of the legal advertising?

MS. MEADOR: Yes.

MR. PYLE: Okay. We have proof of publication. Does the publication meet all the legal requirements?

MS. MEADOR: Yes, sir.

MR. PYLE: The Chair will entertain a motion to waive the reading of legal advertising.

Do we have a motion?

MR. RUSHING: So moved.

MR. PYLE: Do we have a second?

MR. INGWELL: Second.

MR. PYLE: Do we have the names?

All right. All those in favor, please raise your right hand.

(All voting members' hands raised.)

MR. PYLE: Opposed?

(No response.)

MR. PYLE: The motion passes. It's unanimous.

And we have the rezoning meeting minutes from the previous meeting, dated February 7th. Been provided to the board members.

Are there any additions, deletions or corrections?

MR. INGWELL: I'd like to make a motion that we correct the minutes from the last meeting, specifically, Case 2016-16.

The minutes state the vote was 5-0 approved, and I believe it should be 4-1 approved. I was the lone dissent.

MS. CAIN: Yes, sir, we will make that correction.

MR. INGWELL: And also, the motion that we voted on was incorrect as written in the minutes.

MS. CAIN: Yes, sir. We have that the Board approved staff findings of fact with the locational criteria that were met by the owner. That was a motion that was made, and seconded. And then you disagreed, so you're opposed.

MR. INGWELL: I agree with that statement.

So the motion is to correct the vote to

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read 4-1 approved.
MR. PYLE: Do we have a second?
MR. FEARS: Second.
MR. PYLE: So we have a motion to approve the minutes as amended, and a second.
All those in favor, please signify by saying "aye."
(Chorus of "ayes.")
MR. PYLE: Any opposed?
(No response.)
MR. PYLE: Motion passes.
The rezoning hearing package for March 7th. The findings of facts have been provided to the Board members.
The Chair will entertain a motion to accept the rezoning hearing package, with findings of fact and the legal advertisement into evidence.
Do we have a motion?
MR. FEARS: So moved.
MR. CLAY: Second.
MR. PYLE: All those in favor, signify by saying "aye."
(Chorus of "ayes.")
MR. PYLE: Any opposed?

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(No response.)
MR. PYLE: All right. The motion passes.
Rezoning hearing package and findings of fact and the legal advertisement will be marked and included in the record for all of today's cases.
And will the court reporter please swear in the members of the staff.
(All staff members were duly sworn.)
MR. PYLE: Regarding the experts, I'll defer to staff whether they include particular -- there are any particular, for the entire staff, as planning experts?
MS. CAIN: No, sir.
MR. PYLE: So the Board has previously qualified the staff to offer expert testimony in the area of land use and planning.
And does anybody have any questions regarding their qualifications to offer this testimony as experts?
(No response.)
MR. PYLE: Hearing none, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.

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These hearings are quasi-judicial in nature. Quasi-judicial hearings are evidentiary hearings in a court of law, however, less formal.
All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.
All documents, exhibits that are Planning -- All documents and exhibits 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 will be limited to the evidence in the record.
Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable law.
Each individual who wishes to address the Planning Board must complete a speaker request form and submit it to the Planning Board clerk. You guys are all aware of that form. If you haven't filled one out and wish to speak, feel free to grab one in the back.
Please note that only those individuals

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who are present and give testimony on the record at this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the BCC.
No new evidence will be presented to the -- at the BCC meeting. Therefore, all testimony and evidence must be presented today.
The Planning Board will provide a recommendation for each rezoning request to the BCC. It will be testimony, documents and exhibits, consider the closing arguments, and make a final decision.
All decisions -- all decisions by the BCC are final. Anyone who wishes to seek judicial review of the decision of the Board of County Commissioners must do so in a court of competent jurisdiction within 30 days of the date the BCC approves or rejects the recommended order of the Planning Board.
All written or oral communications outside of this hearing with the members of the Planning Board regarding matters under consideration today are considered ex parte communications.
Ex parte communications are presumed prejudicial under Florida law, and must be

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disclosed, as provided in BCC Resolution Number 96-13.

As each case is heard, the Chair will ask is this -- ask that any Board member to have been involved in any ex parte communication, please identify themselves and describe the communication, as required by Section 2-7.2 of the Escambia County Land Development Code.

The Planning Board -- The Planning Board's recommendation to the BCC shall include consideration of the following six approval conditions:

A, consistent with the Comprehensive Plan, the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan, and not in conflict with any of its provisions.

B, consistent with the LDC. The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

C, compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with -- or uses, activities and conditions, and able to

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coexist relative -- in relative proximity to them in a stable fashion over time, such that no use, activity or condition negligently impacts another.

The appropriateness of the rezoning is not limited to any specific use that may be proposed which is evident to all permitted uses of the requested zoning.

The condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities or conditions.

D, changed conditions. The areas 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.

E, development patterns. The proposed rezoning would contribute to or result in a logical and orderly development pattern.

And finally, F, effect on natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of each case, as long as

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there are no objections from the applicant, we will allow staff to briefly present the location, the zoning maps and photos for the property.

Next, we will hear from the applicant and any witnesses that he or she may wish to call.

Then we will hear from the staff and any witnesses they may wish to call.

So we've got two cases to be heard -- finally, we will hear from the members of the public who have filed a speaker request form.

There are two cases to be heard today. The first application for consideration -- let's see -- is Case Z-2017-01. We have that up on the board, requested rezoning from the HDMU, high-density mixed-use district to HC/LI, low density residential district.

And members of the Board, have there been any ex parte communication between you and the applicant or the applicant's agents, attorneys or witnesses with Planning Board members or anyone from the general public prior to these hearings?

Have you visited the subject property? Please also disclose if you are a relative or

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business associate of the applicants or the applicant's agents. Asking for -- and we'll ask each Board member, starting down on my -- my left.

MR. OPALENIK: No to all.

MS. HIGHTOWER: Good morning. No to all.

MR. HOWARD: No to all.

MR. RUSHING: No to all.

MR. PYLE: No for me either.

MR. FEARS: No to all.

MR. INGWELL: And no to all also.

MR. CLAY: No to all.

MR. PYLE: Staff, was notice of the hearing sent to all interested parties?

MS. CAIN: Yes, sir, it was.

MR. PYLE: Was notice of the hearing posted on the subject property?

MS. CAIN: Yes, sir, it was.

MR. PYLE: If the applicant is not opposed, staff will present maps and present an overall interpretation of the case.

MS. CAIN: I'm Allison Cain, Urban Planner II, Development Services.

This case is 8600 block of Lillian

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Highway. The request is going from HCMU, high-density mixed-use to heavy commercial/light industrial.

And if you will excuse the presentation on the board, there is a misprint where it says -- oh, you changed it already? Never mind. They were that fast.

Okay. So the criteria one for -- oh, do the maps. Yes. The location map for 2017-01 shows the location on Lillian Highway.

This is the 500-foot radius map, showing current HDMU zoning.

The future land use map is mixed-use urban.

This is the existing land use, showing the parcel and surrounding uses that are currently. This is the aerial view of the parcel, highlighted in red.

This is our public notice sign that was posted on site.

This is the subject property on Lillian Highway. And there's another subject property picture.

This is the existing use that is adjacent to the subject property.

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And this is looking east onto the subject parcel from the adjacent commercial parcel on the corner of Blue Angel and Lillian.

This is just another view looking east into the subject parcel.

This is looking south across Lillian Highway from the subject parcel, the vacant parcel.

This is looking northwest across Lillian Highway.

Looking east from the subject parcel along Lillian and looking across Lillian Highway again from the subject parcel.

And this is looking west from the subject parcel towards Blue Angel Parkway.

And that concludes the pictures and the maps and the presentation.

MR. PYLE: Applicant or representative, please come forward.

Good morning.

MR. PYLE: Please swear in the witness.

(Tom Hammond was duly sworn.)

MR. HAMMOND: I'm Tom Hammond. I'm president of Hammond Engineering. I'm representing the owners, Sterling Tree Service.

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MR. PYLE: You received a copy of the rezoning hearing package with the findings of fact?

MR. HAMMOND: Yes, sir.

MR. PYLE: And you understand you have the burden of providing substantial, competent evidence the proposed rezoning is consistent with the Comprehensive Plan and furthers the goals, objectives and policies of the Comprehensive Plan, and is not in conflict with any portion of the county's planned development code?

MR. HAMMOND: Yes, sir.

MR. PYLE: Please proceed.

MR. HAMMOND: Okay. I'll be brief. There's a lot of people here. And we are 100 percent in agreement with their findings, but we'll start with criteria eight, consistency with the Comprehensive Plan.

Parcel's located in mixed-use urban future land use, which allows for commercial and residential uses, as stated in the Comprehensive Plan, Chapter 7. This clearly allows for light industrial, so this rezoning meets the Comprehensive Plan.

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Criteria B, consistency with the Land Development Code. I pulled the chart, and it's in my findings here.

Parcel is currently zoned HDMU, which is high-density mixed-use, medium-density residential.

Proposed rezoning of the subject parcel is HC/LI. Meets LDC, Article 1, Section 3-1.3h, so the rezoning is -- well, the parcel's located on Lillian Highway next to a light industrial-use parcel, which is zoned HC/LI. Parcel north of the subject parcel is also zoned HC/LI. Proposed rezoning is consistent with the Land Development Code.

C, compatibility with surrounding uses. The parcel's bordered by HC/LI zoned parcels to the east and to the north, and HDMU-zoned parcel to the west. The parcel to the east is owned by the applicant, Sterling Tree Service, Inc. and has light industrial use today. The parcel to the north and west are existing commercial uses. Proposed rezoning is compatible with the surrounding uses.

D, changed conditions. There are no changed conditions that impact the property or

proposed rezoning.

Criteria E, development patterns. The subject parcel is located in mixed-use urban future land use district, which allows for light industrial uses and promotes development. The subject parcel is located within a couple hundred feet of a -- or collector roadway intersection, resulting in the proposed rezoning and use, meeting LDC locational requirements.

Rezoning and future development of the subject parcel would result in an orderly development pattern, consistent with goals and objectives of Escambia County.

F, natural environment. There are no environmentally sensitive lands on the parcel. The requested rezoning itself would have no effect on the natural environment.

Any development of the parcel resulting from this rezoning required development review through Escambia County.

The proposed rezoning will not result in an adverse impact to the development -- the environment. Excuse me.

That concludes my findings. And as I said, we are in total agreement with staff's

findings. And I'd be happy to answer any questions from y'all or the public.

MR. PYLE: Questions from Board members?

(No response.)

MR. PYLE: Staff, do you have any presentation?

MS. CAIN: Well, I can go over all the findings. And I do concur with Mr. Hammond, his findings as the applicant.

It is compatible with the surrounding uses. And the current -- the requested zoning, which is along Lillian Highway, it does meet the locational criteria because it is within a quarter mile of the intersection of Blue Angel Parkway.

And the current businesses to the east -- to the east, which will complement or enhance the usefulness of this parcel. The parcel has fencing currently around it. And any other development that may occur will have to go through development review and be reviewed for buffering and other standards of the Land Development Code. So it is compatible with surrounding uses in the area.

We did notice that the properties were

currently being used or they were listed as either commercial. Some of them were residential. There were several vacant parcels that you saw from some of the photographs.

There were no changed conditions in the area that would actually make impact. And it would be appropriate for this commercial operation, which is next to the current one, the land use, commercial operation of the tree service.

The development patterns that would result in a logical and orderly development pattern. There is currently existing convenience stores, retail stores and commercial businesses within the area of the proposed rezoning.

So staff is in complete agreement that it does meet all of our criteria of the Land Development Code and Comprehensive Plan.

MR. PYLE: Yes, sir.

MR. JONES: Yes, sir. And I would like for Tom, to add something.

So Horace Jones, Director.

For the record, I know that basically staff is in agreement, but for -- to get some -- some clarity on some things, so -- so there is

currently an existing Sterling Tree Service doing the county-owned -- the parcels in question right now?

MR. HAMMOND: Yes.

MR. JONES: Okay. So -- so they -- they just want to expand the existing operation.

MR. HAMMOND: Well, this would be step one of --

MR. JONES: Yes.

MR. HAMMOND: -- expanding the operation.

MR. JONES: Yes.

And the -- and the reason -- the reason I'm asking the question, by the way, we'll get some of these questions by -- as you know, HC/LI and HDMU go up from -- I don't want to say going to -- you going to HDMU, which is -- which -- which is a major development, to HC/LI, which -- which allows for more intense commercial.

But due to the fact that there's an existing -- there's an existing operation here, and that it meets the location criteria, plus you do have -- and plus, there are existing HC/LI zoning categories that's already -- that the staff finding this would be appropriate change going to that, but I just want to state

that for the record, again.

MR. PYLE: Okay. As far as public comment, we have two speakers, one Mr. Tom Hammond, and also we have Joe Rector.

MR. JONES: I think he's for another case.

MR. PYLE: Another case? Yes, it is. I'm sorry. I'll get used to it. I'm sorry.

So we don't have any -- I'll state this for those who wish to speak on this or others, but for members of the public who wish to speak, note that the Planning Board bases its decision on the approval, conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code.

During its deliberations, the Planning Board will not consider general statements of support or opposition. Accordingly, limit your testimony to the approval conditions and sections described in Section 2-7.2.

Please also note that only those individuals who are present and give testimony on the record at this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

So I don't believe we have anybody else. Is there anyone who wishes to speak on this particular . . .

(No response.)

If not, Board members, do you have any questions for the applicant or staff?

(No response.)

MR. PYLE: If not, if there's nothing further, I'll entertain a motion.

(No response.)

MR. PYLE: Will I have a motion?

MR. RUSHING: I will -- I'll make a motion to approve Case Z-2017-1 for the staff's findings of facts being consistent with everything, and move for approval.

MR. FEARS: Second.

MR. PYLE: That being said, we have a motion. All in favor, please signify by stating "aye."

(Chorus of "ayes.")

MR. PYLE: All those opposed by staying "nay."

(No response.)

MR. PYLE: It's unanimous. Thank you.

(Hearing concluded at 8:57 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing hearing proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 03/07/2017

CASE : Z-2017-01

APPLICANT: Tom Hammond, Agent for Sterling Tree Service, Inc., Owner

ADDRESS: 8600 Block Lillian Highway

PROPERTY REF. NO.: 112-2S-31-3110-000-000

FUTURE LAND USE: MU-U, Mixed Use Urban

DISTRICT: 2

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 04/06/2017

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional
Office, Light Industrial, Recreational Facilities, Public and Civic.
The maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas.
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to HC/LI **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for professional offices, light industrial, recreational facilities, public and civic. The parcel will utilize the existing public road, utilities and infrastructure.

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.

LDC 3-1.6 Compatibility

(a) Generally, Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each. Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses.

Sec. 3-2.9 HDMU, High density mixed use

(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.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.
b. Child care facilities.
c. Hotels, motels and all other public lodging, including boarding and rooming houses.
d. Personal services, including those of beauty shops, health clubs, pet

groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine service

(4) Public and civic.

a.Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or
ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those

for walking, hiking,bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

(6) Industrial and related.

a.Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels. See also conditional uses in this district.

(8) Other uses.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI
zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair,overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

LDC 3-2.11(e)Location criteria. All new non-residential uses proposed

within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a.Not abutting a RR, LDR or MDR zoning district

b.Any intrusion into a recorded residential subdivision is limited to a corner lot

c.A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e.Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code per LDC Section 3-2.11(e)(1) for the locational criteria. The requested zoning is located along Lillian Highway,an arterial street and within one-quarter mile of its intersection, Blue Angel Parkway. The proposed amendment will allow new development to be constructed next to the current business to the east which would compliment or enhance its usefulness . The parcel has existing fencing and some vegetation along the western portion of the property. All commercial and industrial operations are limited to the confines of buildings and no outdoor work or storage is allowed.

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 HDMU, HC/LI, MDR and Com. The majority of the parcels within the 500' impact area are currently being used or listed by the Property Appraiser as Commercial and the change to HC/LI would be compatible with the existing surrounding uses. Any new development will go through the Site Plan Review Process and must meet all LDC requirements for buffering, setbacks, access and stormwater as well as other code requirements that may apply.

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

There **have not** been any changes or new development in the area and by allowing the rezoning, it would be appropriate for a commercial operation next to the current commercial business in the area.

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. There are currently existing convenience stores, retail shops and other commercial businesses within the area of the proposed rezoning request that would be compatible with the existing uses.

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

Effect on natural environment

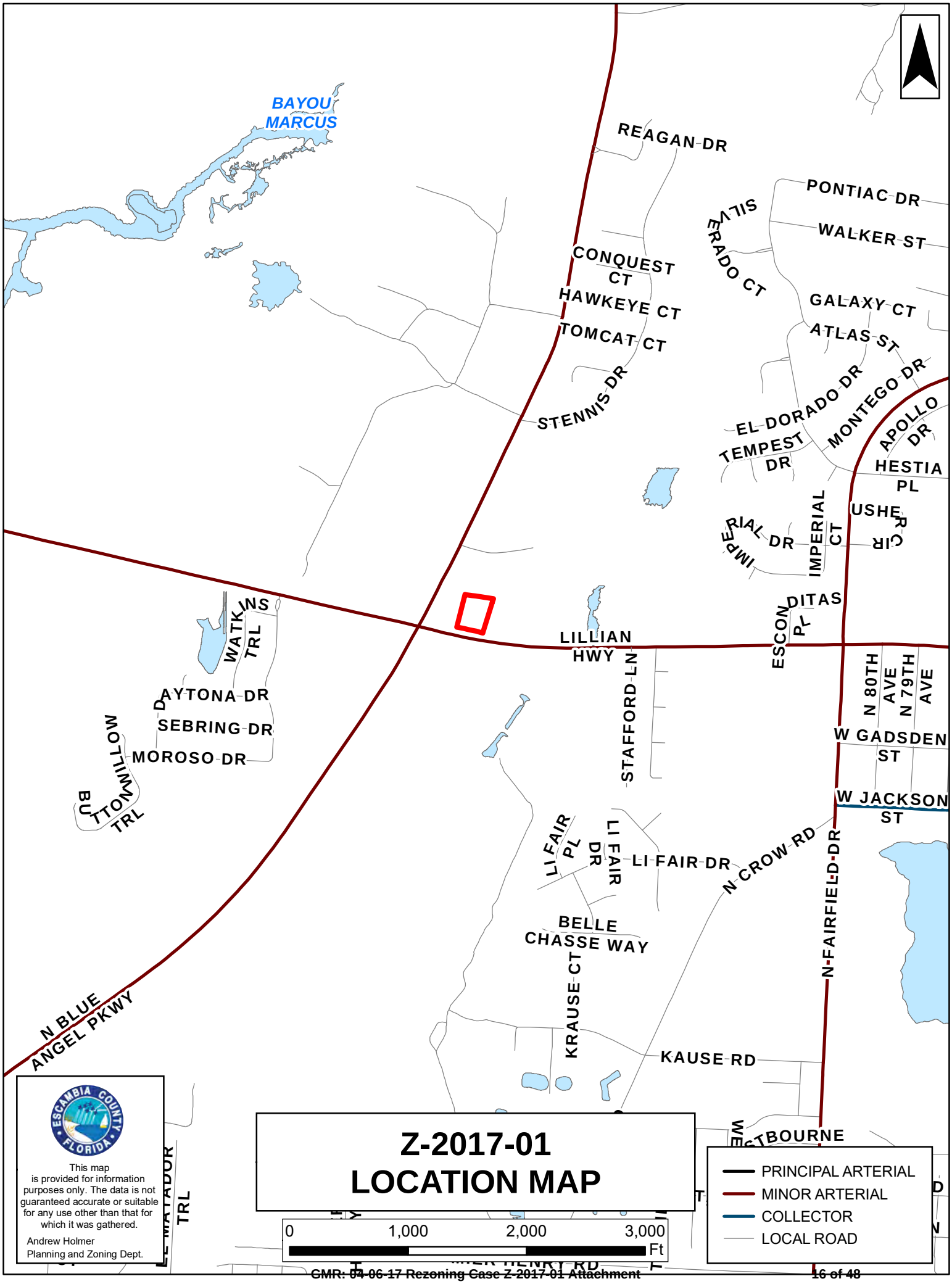
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

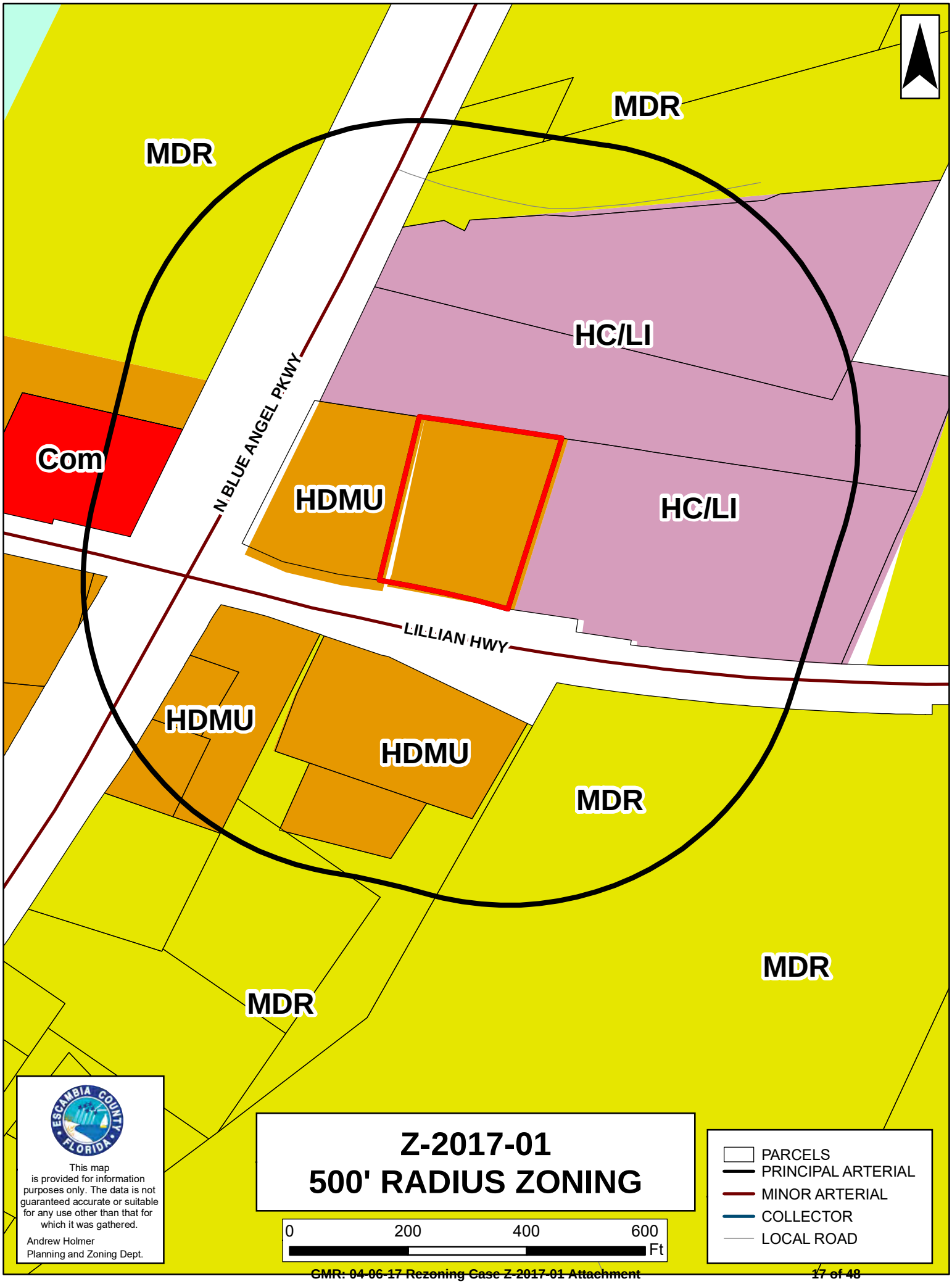
FINDINGS

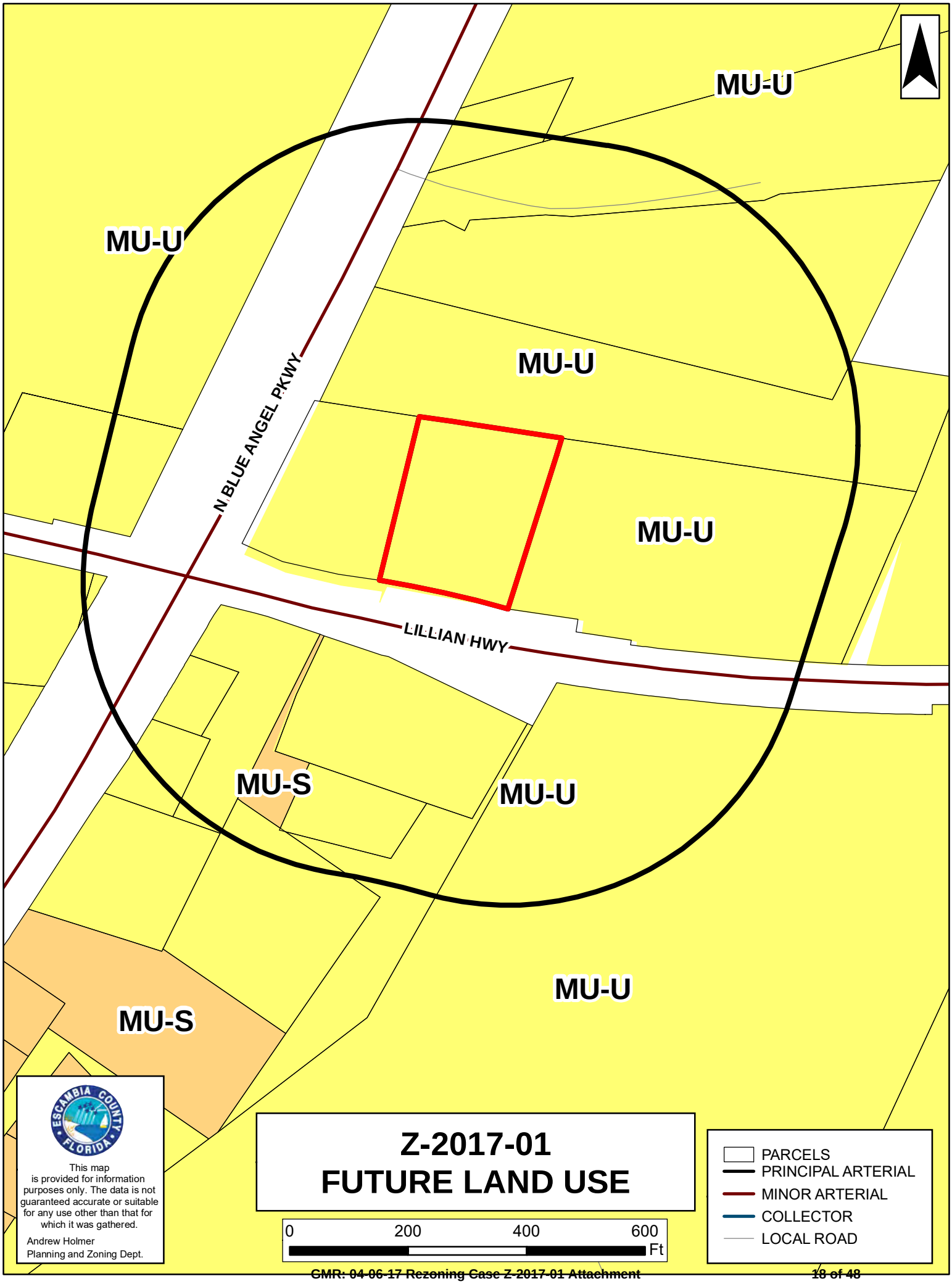
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

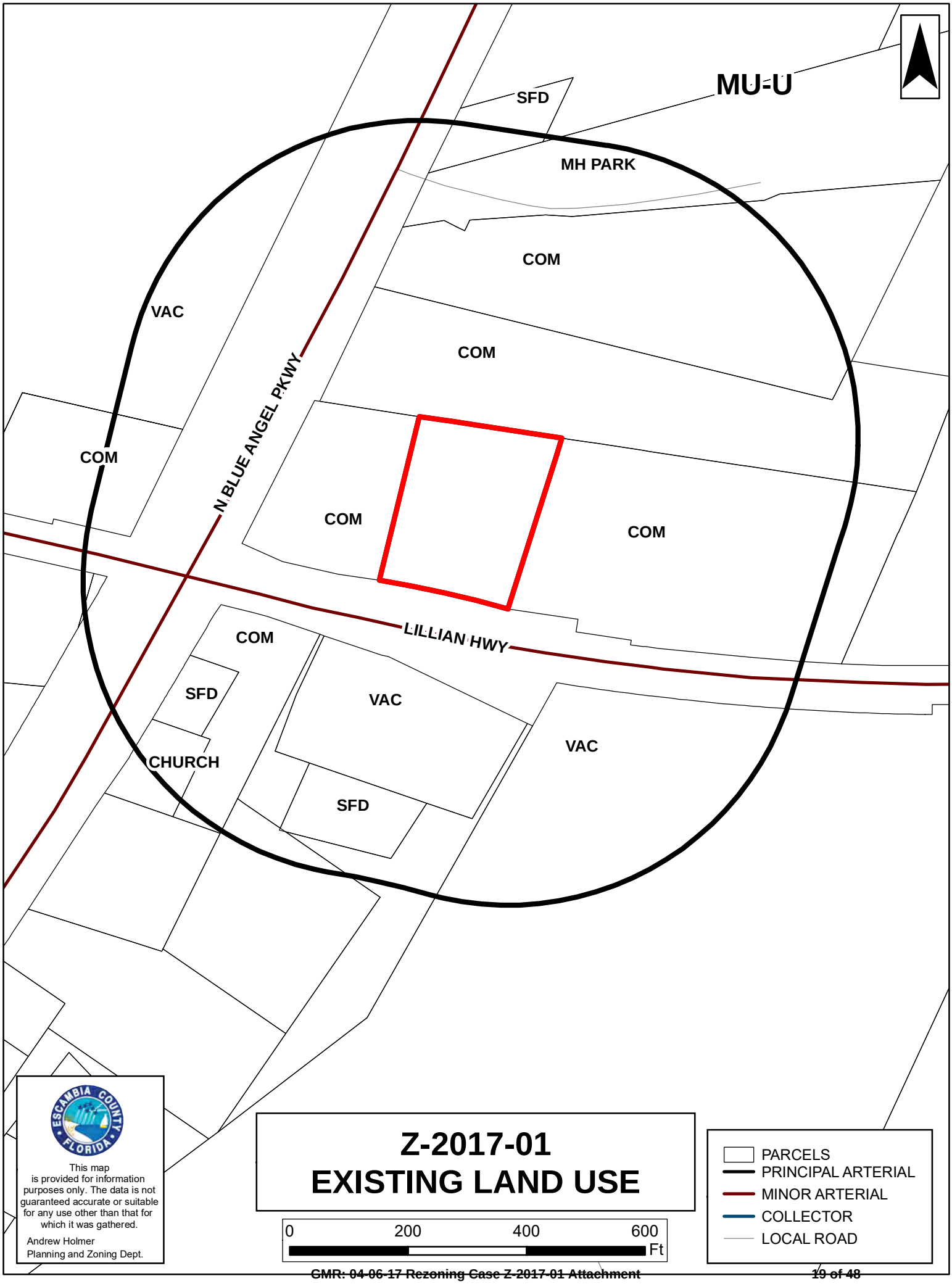
Attachments

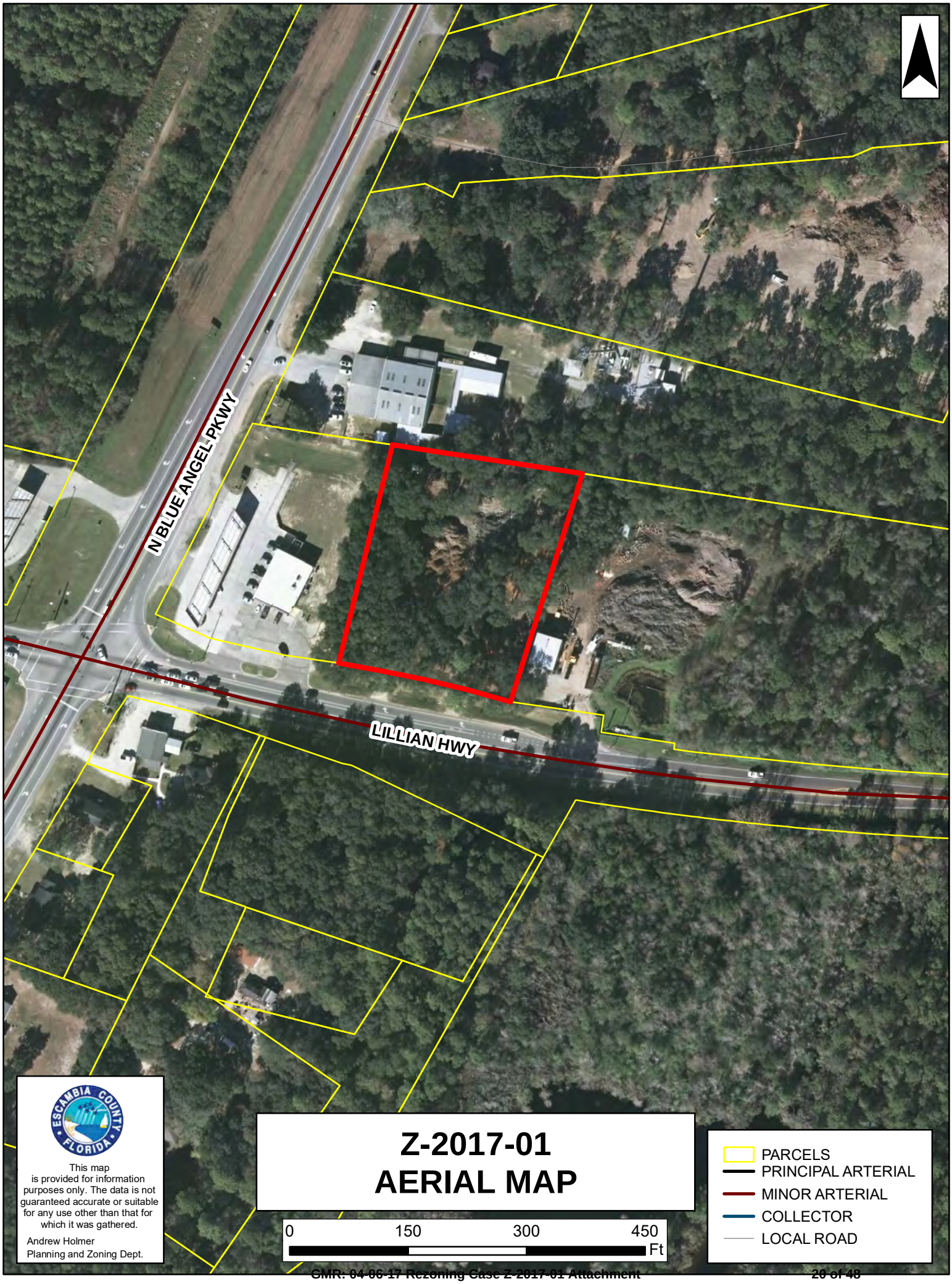
Z-2017-01


BAYOU MARCUS
REAGAN DR
PONTIAC DR
WALKER ST
SILVERADO CT
CONQUEST CT
HAWKEYE CT
TOMCAT CT
STENNIS DR
GALAXY CT
ATLAS ST
EL DORADO DR
MONTEGO DR
TEMPEST DR
APOLLO DR
HESTIA PL
IMPERIAL DR
IMPERIAL CT
USHER CIR
WATKINS TRL
DAYTONA DR
SEBRING DR
MOROSO DR
BUTTONWILLOW TRL
LILLIAN HWY
ESCONDITAS PL
STAFFORD LN
N 80TH AVE
N 79TH AVE
W GADSDEN ST
W JACKSON ST
LI FAIR PL
LI FAIR DR
LI FAIR DR
N CROW RD
N-FAIRFIELD-DR
BELLE CHASSE WAY
KRAUSE CT
KAUSE RD
N BLUE ANGEL PKWY
WESTBOURNE
LE MATADOR TRL
HENRY RD
Z-2017-01
LOCATION MAP
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Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MDR
MDR
HC/LI
Com
N BLUE ANGEL PKWY
HDMU
HC/LI
LILLIAN HWY
HDMU
HDMU
MDR
MDR
MDR
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-2017-01
500' RADIUS ZONING
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200
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
MU-U
MU-U
MU-U
N BLUE ANGEL PKWY
LILLIAN HWY
MU-S
MU-U
MU-U
MU-S
Z-2017-01
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


MU-U
SFD
MH PARK
COM
VAC
COM
N BLUE ANGEL PKWY
COM
COM
COM
LILLIAN HWY
COM
SFD
VAC
VAC
CHURCH
SFD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2017-01
EXISTING LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2017-01
AERIAL MAP

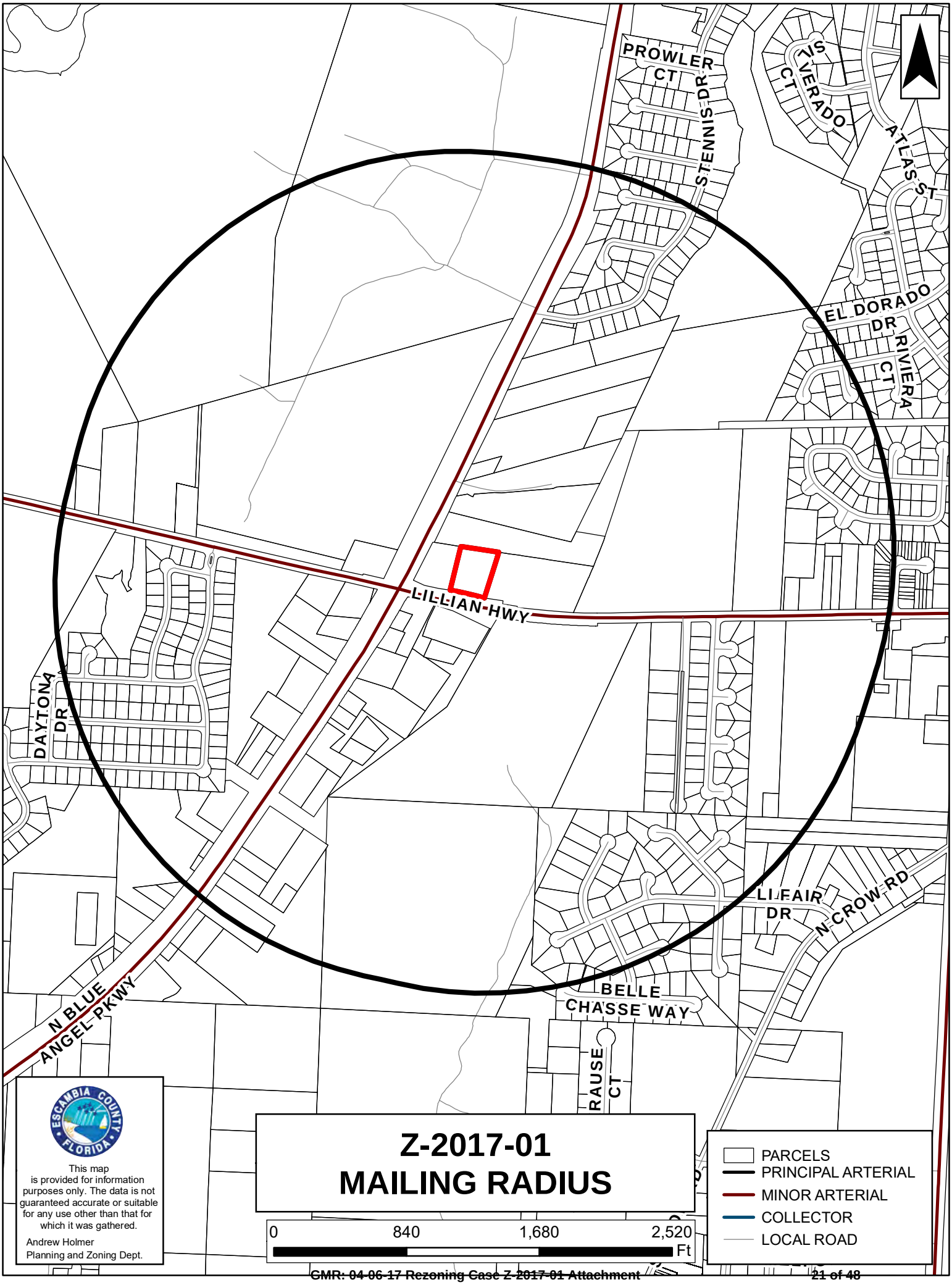
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.


PROWLER CT
STENNIS DR
SIVERADO CT
ATLAS ST
EL DORADO DR
RIVIERA CT
LIL-LIAN-HWY
DAYTONA DR
LI FAIR DR
N CROW RD
BELLE CHASSE WAY
RAUSE CT
N BLUE ANGEL PKWY
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-2017-01
MAILING RADIUS
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840
1,680
2,520
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Public notice sign


Subject property


Subject property



Existing business adjacent to subject property

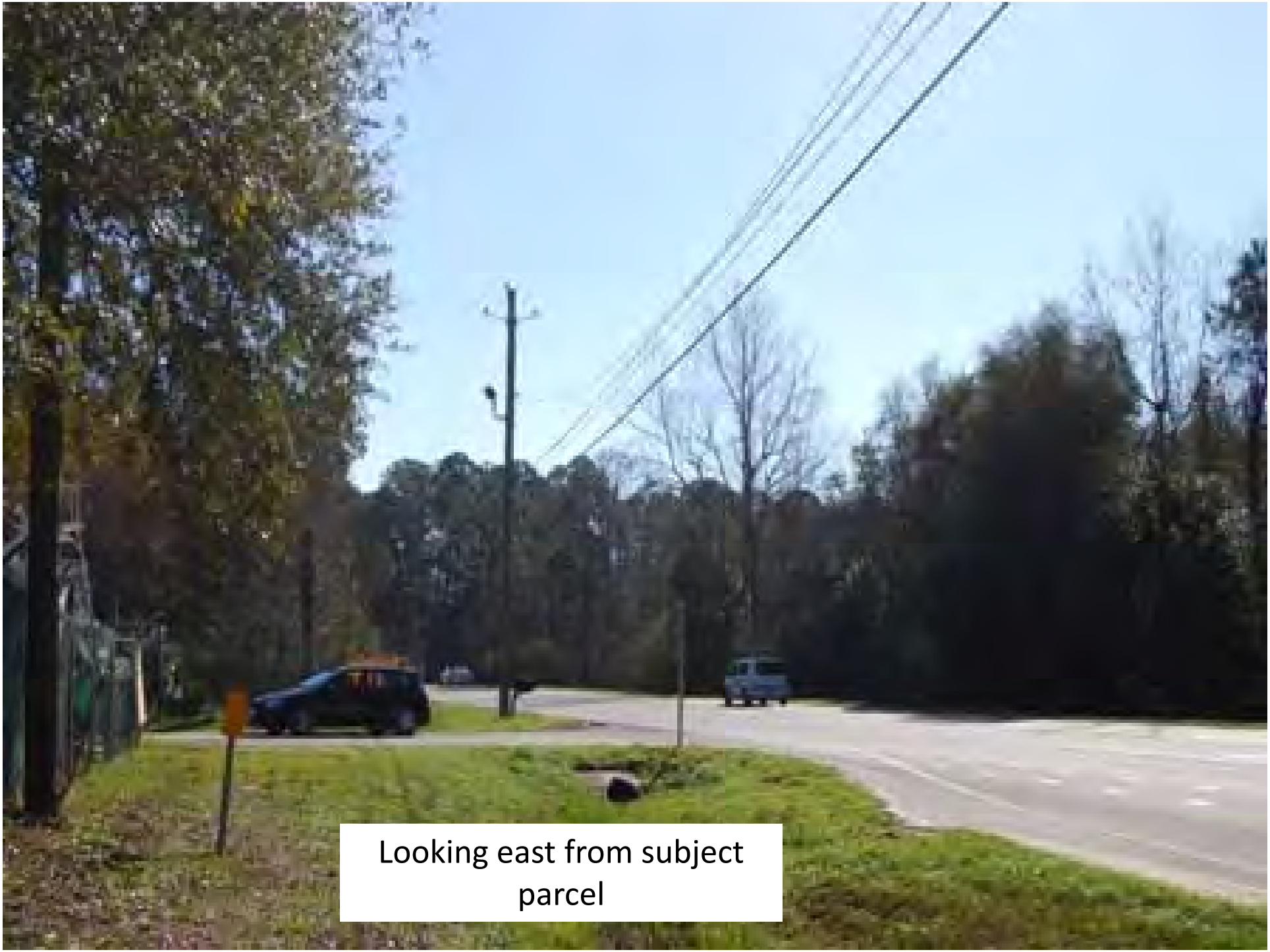

Looking east onto subject parcel from adjacent commercial parcel


Looking east into subject parcel



Looking south across Lillian Hwy from subject parcel


Looking northwest across Lillian Hwy


Looking east from subject parcel


Looking across Lillian Hwy
from subject parcel


Looking west from subject parcel

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

February 6, 2017

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

Reference: **Re-zoning Parcel No. 12-2S-31-3110-000-000**
3600 Blk Lilliam Hwy.
HEI Project No. 17-003

Dear Allyson:

The above referenced parcel is currently zoned HDMU and is located next to Sterling Tree Service Inc. which is zoned HC/LI and located at 8500 Lillian Hwy in Escambia County, FL. We request the parcel be re-zoned to HC/LI. The re-zoning will allow the owners to expand their current business operation (Sterling Tree Service, Inc.).

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

3802 NORTH "S" STREET PENSACOLA, FL 32505

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** STERLING TREE SERVICE INC.
   Mailing Address: 8500 Lillian Hwy Pensacola, 32506
   Business Phone: _____ Cell: 850 554 4095
   Email: _____

   B. **Authorized Agent (if applicable):** TOM HAMMOND
   Mailing Address: 3802 N. 15th ST. Pensacola FL 32505
   Business Phone: 434 2603 Cell: 554 9389
   Email: tom@selandesign.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 8600 Blk Lillian Hwy
   Parcel ID (s): 12-2S-31-3110-000-000

   B. Total acreage of the subject property: 1.58

   C. Existing Zoning: HDMU
   Proposed Zoning: HC/LI
   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): No

   E. Sanitary Sewer: ____ Septic: X

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

THE OWNERS WISH TO EXPAND THEIR CURRENT BUSINESS - STERLING TREE SERVICE WHICH IS NEXT DOOR. PROPOSED USE IS NOT ALLOWED UNDER CURRENT ZONING REG.'S.

B. Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

SEE ATTACHED

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

SEE ATTACHED

3. **Compatibility.** 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. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

SEE ATTACHED

4. **Changed conditions.** 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.

SEE ATTACHED

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

SEE ATTACHED

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

SEE ATTACHED

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 12-25-31-3110-000-000

Property Address: 8600 BLK Lillian Hwy.

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 — Richard S Holman — Printed Name of Property Owner — Date

Signature of Property Owner — Printed Name of Property Owner — Date

Last Updated: 1/14/16

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 8600 BLK Lillian Hwy _____, Florida, property reference number(s) 12-2S-31-3110-000-000 _____ I hereby designate Tom 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. This Limited Power of Attorney is granted on this 7 day of February the year of, 2017, 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: Tom Hammons Email: tom@selandesign.com
Address: 3802 N 15th St Pensacola FL 32503 Phone: 434 2603

Signature of Property Owner	Richard S Holman	2/7/17
	Printed Name of Property Owner	Date
Signature of Property Owner		
	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 7 day of February 2017, by Richard S. Holman.
Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary — Printed Name of Notary: Ryan Sieg

RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

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.

_____	Thomas G. Hammond Jr	2/8/17
Signature of Owner/Agent	Printed Name Owner/Agent	Date
_____	Richard M Holmes	2-8-17
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 8 day of February 20 17, by Thomas G. Hammond Jr

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

_____	Ryan Sieg
Signature of Notary	Printed Name of Notary (notary seal)

RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

Property Reference Number
12-1S-31-3110-000-000
Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Urban (MU-U) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
FLUM Mixed-Use Urban (MU-U)
General Description: 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.
Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 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 HDMU (High Density Mixed-Medium Density Residential). The proposed re-zoning of the subject parcel to HC/LI (Heavy Commercial/Light Industrial) 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 max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 2.0 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, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	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 max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com 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.
(Ord. No. 2015-50, § 1, 12-10-2015)

Supp 3

LDC 3.7

The parcel is located on Lillian Highway next to a Light Industrially used parcel which is zoned HC/LI. The parcel north of the subject parcel is also zoned HC/LI.

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

C. Compatibility with surrounding uses

The parcel is bordered by HC/LI zoned parcels to the east and north and a HDMU zoned parcel to the west. The parcel to the east is owned by the applicant (Sterling Tree Service, Inc.) and has a light industrial use. The parcels to the north and west are existing commercial retail establishments.

The proposed re-zoning 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 MU-U (Mixed Use-Urban) future land use district which allows for "light industrial" uses and promotes infill development. The subject parcel is located within a couple hundred feet of an arterial/collector roadway intersection resulting in the proposed re-zoning and use meeting LDC Locational Criteria requirements.

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

There are no environmentally sensitive lands on the parcels. 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.

Recorded in Public Records 10/15/2014 at 02:35 PM OR Book 7243 Page 112,
Instrument #2014076399, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $27.00 Deed Stamps $525.00

Prepared by:
William E. Farrington II
Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-49032

General Warranty Deed

Made this October 9, 2014 A.D. By **Frank Bowen, Jr.**, , hereinafter called the grantor, to **Sterling Tree Service, Inc.**, a Florida Corporation, whose post office address is: 8500 Lillian Hwy, Pensacola, FL 32506, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

SEE ATTACHED

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **093812000**

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 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; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2013.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name LISA ADURANT

Witness Printed Name Shannon Morcier

Frank Bowen Jr.
Frank Bowen, Jr.

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by Frank Bowen, Jr., who is/are personally known to me or who has produced _____ as identification.

LISA A. DURANT
MY COMMISSION # EE 853148
EXPIRES: December 10, 2016
Bonded Thru Budget Notary Services

Notary Public
Print Name:_____
My Commission Expires:_____

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

Exhibit "A"

PARCEL 1:

Commencing At A State Road Department Nail And Cap At The Intersection Of The Centerline Of Lillian Highway (66' R/W) And Millview Road (66' R/W), Also Known As Bellview Road; Thence Run Northerly Along The Centerline Of Said Millview Road A Distance Of 33.76 Feet To The Northerly Right Of Way Line Of Said Lillian Highway; Thence Deflect 77 Degrees 34'10" Right And Along Said Northerly Right Of Way Line Of Lillian Highway A Distance Of 275.50 Feet To The Point Of Beginning; Thence Deflect 90 Degress 13'27" To The Left And Along A Fence Line A Distance Of 307.62 Feet; Thence Easterly And Parallel To The Aforesaid Northerly Right Of Way Line A Distance Of 244.20 Feet To A Fence Line; Thence Deflect 96 Degrees 22'37" Right And Along Said Fence Line A Distance Of 303.09 Feet To The Northerly Right Of Way Of Lillian Highway; Thence Westerly Along Said Northerly Right Of Way Line A Distance Of 210.00 Feet To The Point Of Beginning. Said Property Being A Portion Of Section 12, Township 2 South, Range 31 West, Escambia County, Florida.

PARCEL 2:

Commencing At A State Road Department Nail And Cap At The Intersection Of The Centerline Of Lillian Highway (66' R/W) And Millview Road (66' R/W), Also Known As Bellview Road; Thence Run Northerly Along The Centerline Of Said Millview Road A Distance Of 33.76 Feet To The Northerly Right Of Way Line Of Said Lillian Highway; Thence Deflect 77 Degrees 34'10" Right And Along Said Northerly Right Of Way Line Of Lillian Highway A Distance Of 265 Feet To The Point Of Beginning; Thence Deflect 77 Degrees 34'10" To The Left A Distance Of 50.95 Feet; Thence Southerly A Distance Of 49.76 Feet To A Point On The Northerly Right Of Way Line Of Lillian Highway 10.5 Feet East Of The Point Of Beginning; Thence Westerly Along Said Northerly Right Of Way Line 10.5 Feet To The Point Of Beginning.

Less And Except Any Portion Conveyed To The State Of Florida Department Of Transportation As Shown In Warranty Deed Recorded In Official Records Book 5853, Page 238.

Commence At The Southeast Corner Of The West Half Of The Section 12, Township 2 South, Range 31 West, Escambia County Florida; Thence North 02 Degrees 46 Minutes 04 Seconds East Along The East Line Of Said West Half A Distance Of 1211.30 Feet To The Centerline O F Survey Of State Road 298 (Lillian Highway) As Shown On F.D.O.T. Right Of Way Map F.P. # 4146591 (Said Map Being On File At F.D.O.T. District 3 Office, Chipley, Florida); Thence Westerly Along Said Centerline And The Arc Of A Circular Curve To The Right (Radius =4424.65 Feet, Delta = 05 Degrees 23 Minutes 51 Seconds, Chord = 416.81 Feet, Chord Bearing = North 82 Degrees 49 Minutes 45 Seconds West) A Distance Of 416.81 Feet; Thence North 09 Degrees 52 Minutes 11 Seconds East A Distance Of 33.00 Feet To A Previous Northerly Right Of Way Line Of Said State Road 298; Thence North 19 Degrees 47 Minutes 44 Seconds East A Distance Of 29.95 Feet To A Point On The Now Existing Northerly Right Of Way Line Of Said State Road 298 And The Point Of Beginning; Thence Westerly Along Said Right Of Way Line And The Arc Of A Circular Curve To The Right (Radius = 4362.15 Feet, Delta = 02 Degrees 48 Minutes 11 Seconds, Chord = 213.39 Feet, Chord Bearing = North 78 Degrees 41 Minutes 00 Seconds West) A Distance Of 213.41 Feet, Thence South 13 Degrees 16 Minutes 49 Seconds West Along The Said Right Of Way Line A Distance Of 9.75 Feet; Thence North 83 Degrees 25 Minutes 27 Seconds West Along Said Right Of Way Line A Distance Of 6.21 Feet; Thence North 25 Degrees 10 Minutes 25 Seconds East A Distance Of 30.42 Feet; Thence North 13 Degrees 16 Minutes 49 Seconds East A Distance Of 257.72 Feet; Thence South 76 Degrees 59 Minutes 09 Seconds East A Distance Of 244.20 Feet; Thence South 19 Degrees 47 Minutes 40 Seconds West A Distance Of 272.60 Feet To The Point Of Beginning. Above Described Parcel Lies In Said Section 12 And Contains 1.438 Acres, More Or Less.

RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that 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: 8600 Lillian Highway

LEGAL ADDRESS OF PROPERTY: 8600 Lillian Highway, Pensacola, Florida 32506

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

This form completed by: Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

Frank Bowen, Jr.

WITNESSES TO SELLER(S):

Printed Name: [illegible]

Printed Name: Shannon Moreira

AS TO BUYER(S):

Sterling Tree Service, Inc.
by: Richard S. Holman, Director

Sterling Tree Service, Inc.
by: Richard M. Holman, Director

WITNESSES TO BUYER(S):

Richard S Holman
Printed Name: _____

Richard M Holman
Printed Name: _____

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

W. W. CURLE
LAND SURVEYING, INC.

1900 Hwy 87S, Suite M
Navarre, Florida 32566
(850) 939-8787
(850) 939-8797 Fax
wwcurle1@bellsouth.net
Licensed Business (LB) 6550

LEGAL DESCRIPTION: (AS FURNISHED)

PARCEL 1:

COMMENCING AT A STATE ROAD DEPARTMENT NAIL AND CAP AT THE INTERSECTION OF THE CENTERLINE OF LILLIAN HIGHWAY (69' R/W) AND MILLVIEW ROAD (65' R/W), ALSO KNOWN BELLVIEW ROAD; THENCE RUN NORTHERLY ALONG THE CENTERLINE OF SAID MILLVIEW ROAD A DISTANCE OF 33.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID LILLIAN HIGHWAY; THENCE DEFLECT 77 DEGREES 34 MINUTES 10 SECONDS RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LILLIAN HIGHWAY A DISTANCE OF 275.50 FEET TO THE POINT OF BEGINNING ; THENCE DEFLECT 90 DEGREES 13 MINUTES 27 SECONDS TO THE LEFT AND ALONG A FENCE LINE A DISTANCE OF 307.62 FEET; THENCE EASTERLY AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 244.20 FEET TO A FENCE LINE; THENCE DEFLECT 90 DEGREES 22 MINUTES 37 SECONDS RIGHT AND ALONG SAID FENCE LINE A DISTANCE OF 303.09 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LILLIAN HIGHWAY; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

COMMENCING AT A STATE ROAD DEPARTMENT NAIL AND CAP AT THE INTERSECTION OF THE CENTERLINE OF LILLIAN HIGHWAY (66' R/W) AND MILLVIEW ROAD (66' R/W), ALSO KNOWN AS BELLVIEW ROAD; THENCE RUN NORTHERLY ALONG THE CENTERLINE OF SAID MILLVIEW ROAD A DISTANCE OF 33.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID LILLIAN HIGHWAY; THENCE DEFLECT 77 DEGREES 34 MINUTES 10 SECONDS RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LILLIAN HIGHWAY A DISTANCE OF 50.95 FEET; THENCE DEFLECT 77 DEGREES 34 MINUTES 10 SECONDS TO THE LEFT A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT 77 DEGREES 34 MINUTES 10 SECONDS TO THE LEFT A DISTANCE OF 49.76 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LILLIAN HIGHWAY 10.5 FEET EAST OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE 10.5 FEET TO THE POINT OF BEGINNING.

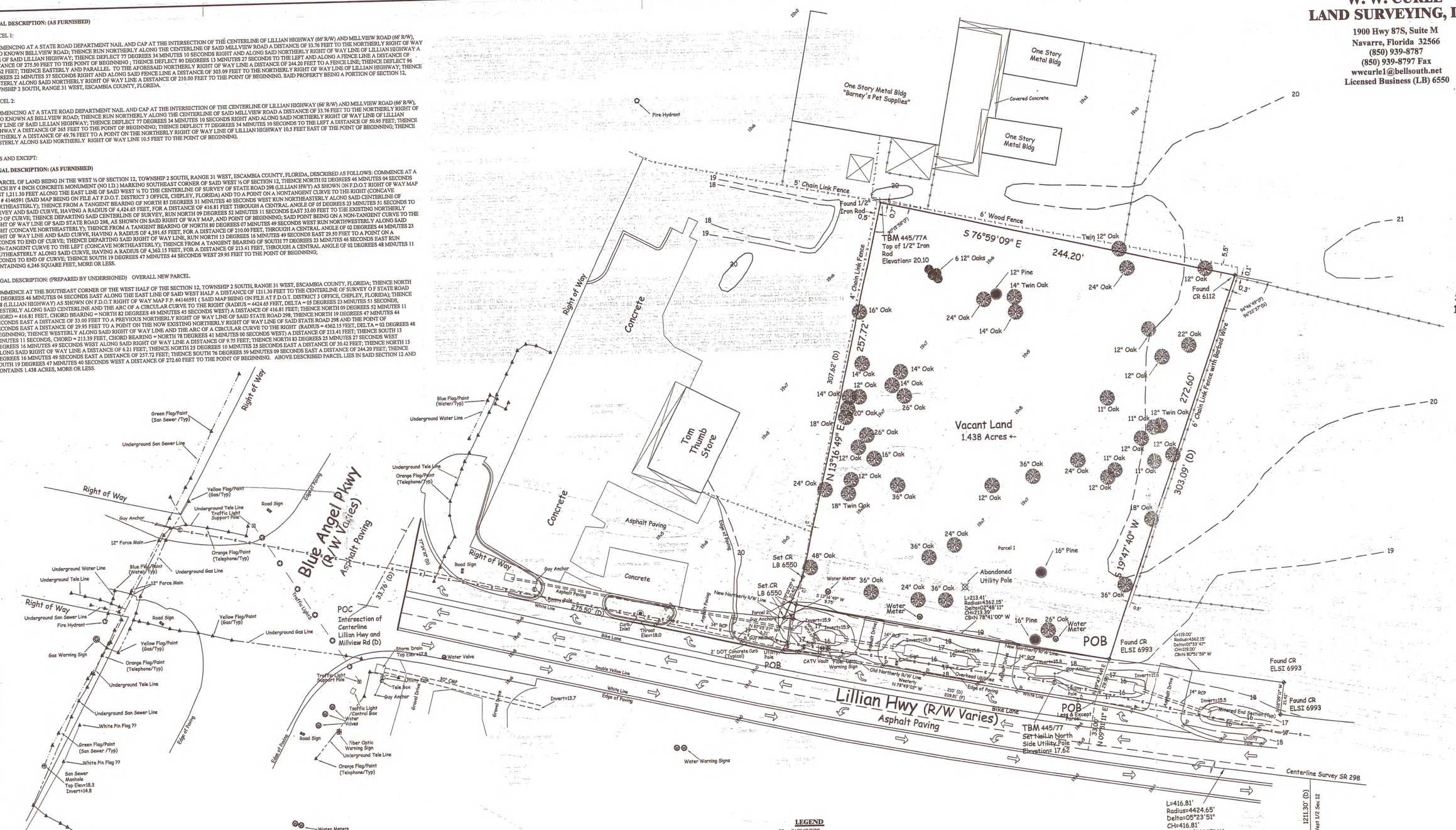
LESS AND EXCEPT:

LEGAL DESCRIPTION: (AS FURNISHED)

A PARCEL OF LAND BEING IN THE WEST ½ OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A 4 INCH BY 4 INCH CONCRETE MONUMENT (NO I.D.) MARKING SOUTHEAST CORNER OF SAID WEST ½ OF SECTION 12, THENCE NORTH 02 DEGREES 46 MINUTES 04 SECONDS EAST 1,211.30 FEET ALONG THE EAST LINE OF SAID WEST ½ TO THE CENTERLINE OF SURVEY OF STATE ROAD 298 (LILLIAN HWY) AS SHOWN ON F.D.O.T RIGHT OF WAY MAP F.P. # 4146591 (SAID MAP BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE, CHIPLEY, FLORIDA) AND TO A POINT ON A NONTANGENT CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY); THENCE FROM A TANGENT BEARING OF NORTH 85 DEGREES 31 MINUTES 40 SECONDS WEST RUN NORTHEASTERLY ALONG SAID CENTERLINE OF SURVEY AND SAID CURVE, HAVING A RADIUS OF 4,424.65 FEET, FOR A DISTANCE OF 416.81 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 23 MINUTES 51 SECONDS TO END OF CURVE; THENCE DEPARTING SAID CENTERLINE OF SURVEY, RUN NORTH 09 DEGREES 52 MINUTES 11 SECONDS EAST 33.00 FEET TO THE EXISTING NORTHERLY RIGHT (CONCAVE NORTHEASTERLY); THENCE FROM A TANGENT BEARING OF NORTH 80 DEGREES 07 MINUTES 49 SECONDS WEST RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 4,391.65 FEET, FOR A DISTANCE OF 210.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 44 MINUTES 23 SECONDS TO END OF CURVE; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 13 DEGREES 16 MINUTES 49 SECONDS EAST 29.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (CONCAVE NORTHEASTERLY); THENCE FROM A TANGENT BEARING OF SOUTH 77 DEGREES 23 MINUTES 46 SECONDS EAST RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 4,362.15 FEET, FOR A DISTANCE OF 213.41 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 48 MINUTES 11 SECONDS TO END OF CURVE; THENCE SOUTH 19 DEGREES 47 MINUTES 44 SECONDS WEST 29.95 FEET TO THE POINT OF BEGINNING;
CONTAINING 6,246 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: (PREPARED BY UNDERSIGNED) OVERALL NEW PARCEL

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 46 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF A DISTANCE OF 1211.30 FEET TO THE CENTERLINE OF SURVEY O F STATE ROAD 298 (LILLIAN HIGHWAY) AS SHOWN ON F.D.O.T RIGHT OF WAY MAP F.P. #4146591 (SAID MAP BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE, CHIPLEY, FLORIDA); THENCE WESTERLY ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE TO THE RIGHT (RADIUS = 4424.65 FEET, DELTA = 05 DEGREES 23 MINUTES 51 SECONDS, CHORD = 416.81 FEET, CHORD BEARING = NORTH 82 DEGREES 49 MINUTES 45 SECONDS WEST) A DISTANCE OF 416.81 FEET; THENCE NORTH 09 DEGREES 47 MINUTES 44 SECONDS EAST A DISTANCE OF 33.00 FEET TO A PREVIOUS NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 298 AND THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF A CIRCULAR CURVE TO THE RIGHT (RADIUS = 4362.15 FEET, DELTA = 02 DEGREES 48 MINUTES 11 SECONDS, CHORD = 213.39 FEET, CHORD BEARING = NORTH 78 DEGREES 41 MINUTES 00 SECONDS WEST) A CONTINUATION OF 213.41 FEET; THENCE SOUTH 13 DEGREES 16 MINUTES 49 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 9.75 FEET; THENCE NORTH 83 DEGREES 25 MINUTES 27 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 6.21 FEET; THENCE NORTH 25 DEGREES 10 MINUTES 25 SECONDS EAST A DISTANCE OF 30.42 FEET; THENCE NORTH 13 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 257.72 FEET; THENCE SOUTH 76 DEGREES 59 MINUTES 09 SECONDS EAST A DISTANCE OF 244.20 FEET; THENCE SOUTH 19 DEGREES 47 MINUTES 40 SECONDS WEST A DISTANCE OF 272.60 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL LIES IN SAID SECTION 12 AND CONTAINS 1.438 ACRES, MORE OR LESS.



GENERAL NOTES

1) NO TITLE RESEARCH HAS BEEN PERFORMED BY THIS FIRM.
2) MEASUREMENTS ARE IN ACCORDANCE WITH U.S. STANDARDS.
3) UNDERGROUND STRUCTURES AND IMPROVEMENTS NOT LOCATED UNLESS NOTED.
4) NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5) THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE REQUIREMENTS FOR CLOSURE.
6) DATA SHOWN OUTSIDE THE DESCRIBED PROPERTY IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
7) FIELD MEASUREMENTS AGREE WITH RECORD MEASUREMENTS UNLESS NOTED ON DRAWING.
8) ENCROACHMENTS ARE AS SHOWN ON THE DRAWING.
9) THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY.
10) FIELD DATE IS MARCH 14, 2008.
11) FIELD BOOK 445/77.
12) THE ABOVE DESCRIBED PARCEL IS LOCATED IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO MAPS PUBLISHED BY FEMA, COMMUNITY- PANEL NO. 120080 0365 G, REVISED SEPTEMBER 29, 2006.
13) FLOOD ZONE INFORMATION TO BE USED FOR RATES ONLY. NO CERTIFICATION AS TO RISK IS BEING MADE.
14) NO BUILDING SETBACK REQUIREMENTS ARE REFLECTED ON THE FACE OF THE RECORD PLAT.
15) ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88.

LEGEND

BC	BACK OF CURB
BLDG	BUILDING
CB	CHORD BEARING
CH	CHORD
CL	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CR	½" CAPPED ROD (UNLESS NOTED)
D	DEED CALL
ELEV	ELEVATION
E/P	EDGE OF PAVEMENT
N/D	NAIL AND DISK
NGVD	NATIONAL GEODETIC VERTICAL DATUM
F	FIELD MEASUREMENT
FL	FLOW LINE
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
P	PLAT DIMENSION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
R	RANGE OR RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
S/D	SUBDIVISION
SEC	SECTION
SRD	STATE ROAD DEPARTMENT
T	TOWNSHIP
T/C	TOP OF CURB
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
xx'	SPOT ELEVATIONS
xx.x	SPOT ELEVATIONS

THIS PLAT IS THE EXCLUSIVE PROPERTY OF W.W. CURLE LAND SURVEYING, INC., AND IS TO BE USED ONLY FOR THE PURPOSE CONTRACTED FOR. NO REPRODUCTIONS, IN WHOLE OR IN PART, MAY BE MADE WITHOUT EXPRESSED WRITTEN PERMISSION.

Ordered by: Environmental Engineering Services

Drawing No. 08-0114

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

W.W. Curle, Jr. PSM 5096
James R. Cunningham PSM 5491

THE SURVEY DEPICTED HEREIN IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

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: 3/7/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Tom Desmond

*Address: 3802 N. 'S' St *City, State, Zip: Pensacola FL 32505

Email Address: tom@selanddesign.com Phone: 1734 2603

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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: 3/7/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Edward J. Simmons

*Address: 7120 Melba St. *City, State, Zip: Pensacola, FL. 32504

Email Address: none Phone: 449-6302

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

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: March 7, 2017

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2017-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Richard Holman

*Address: 410 Forest Park Dr *City, State, Zip: Pensacola, FL 32506

Email Address: Sterlingtreeserviceinc@Yahoo.com Phone: 850-554-4095

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11934 **Growth Management Report 16. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/06/2017
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on March 7, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2017-01 was heard by the Planning Board on March 7, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning 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 2017-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	**Z-2017-01**
Address:	8600 Block Lillian Highway
Property Reference No.:	12-2S-31-3110-000-000
Property Size:	1.43 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban

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

DRAFT

and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11958 **Growth Management Report 16. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/06/2017
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of Russo Subdivision, a Planned Unit Development
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of Russo Subdivision, a Planned Unit Development

That the Board of County Commissioners (BCC) take the following action regarding the development plan for Russo subdivision, a proposed 78-lot residential Planned Unit Development (PUD), on a 26 (+/-) acre parcel site along the west side of Beulah Road and east side of Rebel Road (property reference numbers: 06-1S-31-1102-000-001, 06-1S-31-1102-000-000, 06-1S-31-1102-000-003, 06-1S-31-1101006-001) which was recommended for approval at the March 7, 2017, Planning Board Meeting:

A. Adopt, as findings of fact, the statements set forth in the PUD criteria worksheet, as adopted by the Planning Board;

B. Expressly find that the project under review complies with each of the criteria set forth in Section 2-6.8 of the Land Development Code;

C. Expressly find that the project under review complies with the concurrency requirements of the Land Development Code;

D. Approve the Planned Unit Development plan; and

E. Authorize the Chairman to endorse two (2) copies of the approved Planned Unit Development.

BACKGROUND:

Preble-Risch Inc, Consulting Engineers, project agent and engineer, submitted a preliminary plat and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 6, Township 1 South, Range 31 West and is currently zoned LDR. The site is North of Nine Mile Road and West of Beulah Road. The project encompasses approximately 26± acres, including parcels

06-1S-31-1102-000-001, 06-1S-31-1102-000-000, 06-1S-31-1102-000-003, 06-1S-31-1101-006-001 and will include 78 lots.

Sewer and Water are provided by ECUA. Storm water treatment and attenuation will be accomplished by a retention pond meeting Escambia County and NWFWMD requirements. Conveyance of storm water will be accomplished through a retention pond discharging into surrounding wetlands. No wetland impacts are expected with the proposed development. The proposed site plan indicates that the lot will be accessed from Beulah Road.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The legal advertisement of the PUD has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel required.

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

Master Plan Drawing
Project Information
Legal Review (advertisement)
Lighting
Staff Analysis
PUD Applicants Narrative

03-07-17 Planning Board Speaker Request Forms
03-07-17 Planning Board Transcripts

SITE DATA TABLE	
PROPERTY ACERAGE:	25.6± ACRES (TOTAL)
PROP LOT WIDTH :	60'
PROP. LOT DEPTH:	120'
NUMBER OF LOTS:	78 LOTS
PUBLIC R/W WIDTH:	50' WIDE

LOCATION: Beulah Road So. of Frank Reeder Road
CURRENT ZONING: LDR
PROPOSED ZONING: MDR
UTILITIES: Water/Sewer (ECUA)

Dunberry | PREBLE-RISH
25 W Cedar Street, Suite 110
Pensacola, FL 32502
850.497.6053

RUSSO DEVELOPMENT
BEULAH - REBEL ROAD
PENSACOLA, FL
ESCAMBIA COUNTY
FOR
SMARTLIVING LLC

SEAL

EB 0003794

PRELIMINARY
NOT FOR CONSTRUCTION

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY MW
APPROVED BY MJ
CHECKED BY MJ
DATE JUNE 2016

TITLE
PRELIMINARY PLAN

PROJECT NO 3800.001

1
SHEET NO

© 2016 Microsoft Corporation © 2016 NAVTEQ © AND

Q:\3000\847 RUSSO\CAD\CIVIL\PLANNING\3000847_RUSSO_PRELIM_SITLAYOUT.DWG

PROJECT INFORMATION FORM

Development Services Department, 3363 West Park Place, Pensacola, Fl 32505 (Phone) 850-595-3475 (Fax) 850-595-3703
www.myescambia.com

Allow 2 working days for the return of this form

SECTION 1-A: MANDATORY – THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant/Company Name: Joe A. Rector, Jr. / Dewberry | Preble-Rish Phone: 850-760-0330 Fax: _____

Mailing Address: 25 W Cedar Street, Suite 110, Pensacola State: FL Zip Code: 32502

Project Name: Russo (Berry and Rettew) Subdivision ✓ Proposed Use: Single Family Residential ✓

Property Reference Number(s): 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003 ✓
06-1S-31-1101-006-001

Project Address: 10035 BEULAH RD Estimated Parcel Acreage: 25

Is Site currently developed? NO ✓ YES ___ If YES, describe existing development _____

Is a Conditional Use, Variance, Rezoning or Future Land Use Amendment required for the Proposed development? NO ___ YES ✓

***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) 595-3475.**

Select Type of Submittal:

Site Plan: _____ Site Plan Minor: _____ Minor Subdivision: _____

Master Plan: _____ Preliminary Plat: ✓ Construction Plans: ✓ Final Plat: _____

Would you like a Project Champion (Optional Customer Service Program)? _____ Yes _____ No

Site Plan Project Submittals	**Subdivision Project Submittals**
Estimated SQ. FT. of Building Footprint: _____	Total # of Phases: 1 Total # of Lots: 78
Estimated SQ. FT. of Impervious Surface (Including Bldg Footprint): _____	# of Lots in Phase 1: _____ # of Lots in Phase 2: _____
	# of Lots in Phase 3: _____ # of Lots in Phase 4: _____

SECTION 2: This section to be completed by County Staff.

Parcel Future Land Use(s): MUS Surrounding Future Land Use(s): MUS

Parcel Zoning District(s): LDR **Surrounding Zoning Districts:** LDR

Airport Environment(s): _____ Overlay District(s): _____ Commissioner District: 1

Drainage Basin: 13/15 Hurricane Evacuation Zone: — Flood Zone: X

Notes: Tripd 2

Checked by: _____ Date: 10/13/16

Planner/Project Champion Verified: _____ Date: _____

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: RUSSO PUD Advertisement

Date: 02/15/2017

Date requested back by: 02/15/16

Requested by: John C Fisher

Phone Number: 4651

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 2/15/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- advertisement review only
- date for PB is Tuesday & Thursday
- include complete parcel #s

NOTICE OF PUBLIC HEARING
BEFORE THE ESCAMBIA COUNTY PLANNING BOARD
AND THE BOARD OF COUNTY COMMISSIONERS

The Escambia County Planning Board, sitting as the Local Planning Agency (LPA), will hold a Quasi-Judicial Public Hearing at **8:30 a.m.** or as soon thereafter as possible, **Tuesday~~hursday~~, March 7, 2017 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida**; and

The Board of County Commissioners of Escambia County, Florida will hold a Quasi-Judicial Public Hearing at **5:46 p.m., Thursday, April 6, 2017 in the Ernie Lee Magaha Government Building, Board Meeting Room, First Floor, 221 Palafox Place, Pensacola, Florida,** to consider the following request under Part III of the Escambia County Code of Ordinances, the Land Development Code:

RUSSO SUBDIVISION, A PROPOSED 78-LOT RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) ON A 26 (+/-) ACRE PARCEL SITE ALONG THE WEST SIDE OF BEULAH ROAD AND EAST SIDE OF REBEL ROAD (PROPERTY REFERENCE NUMBERS 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; -06-1S-31-1102-000-003; 06-1S-31-1101-006-001)

The Planning Board will make a recommendation on the request which will be considered by the Board of County Commissioners at the subsequent public hearing for a final decision.

The Board of County Commissioners does not make verbatim transcripts of their meetings; any person who wishes to appeal (to Circuit Court) any matter considered at such meetings or hearing will need to independently ensure preparation of a verbatim transcript of the proceeding that includes the testimony and evidence upon which the appeal will be based.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact the County Administrator's Office at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Department at 595-3475.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Colonial

GULF POWER
A SOUTHERN COMPANY

Wattage	Source	kWh	Distri – bution Type	Paid Up Front (PUF) Amount	Monthly w/PUF	Monthly w/o PUF
100	HPS	41	II, III	$232.00	$4.92	$8.50
150	PSMH	65	III	$307.00	$7.57	$12.33
45	LED	15	III, V	$567.00	$5.99	$13.53
72	LED	25	III, V	$680.00	$7.60	$17.09

Mounting Height	Material	Paid Up Front (PUF) Amt	Monthly Amt – No PUF
16’	Aluminum, Round Tapered	$468	$5.63
12’	Aluminum, Decorative	$996	$18.08
13’	Fluted Concrete	$1,073	$17.24
14’	Aluminum, Decorative	$1,267	$16.43
16’	Aluminum, Decorative	$1,064	$13.44

Note: Pricing effective 1/1/2015. Paid up front is available to customers at the time of installation only. All monthly figures include fuel, ECR, ECCR, PPCC, and adjusted gross receipts tax. Monthly figures do not include applicable franchise fees or state and local taxes.

Staff Analysis of Specific Land Development Code (LDC)

Planned Unit Development (PUD) Approval Criteria for Russo Subdivision

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 project is located in Escambia County approximately 0.75 +/-miles north of the US Highway 90, aka 9-Mile Road, on Beulah Road. From the US 90 and Beulah road intersection, go north on Beulah Road approximately 4,200 ft. to the property. The site is located on the west side of Beulah Road in Section 6, Township 1 South, Range 31 West. The project is a proposed planned unit development, situated on an approximate (+-) total 26 acres located within the Low Density Residential zoning district and the Mixed Use-Suburban, (MU-S) Future Land Use Category.

The applicant is requesting variations as follows:

1. A reduction of the required minimum width at the front building line from 70 feet to 60 feet, for all lots.

2. A reduction of the required minimum front and rear setbacks from 25 feet to 20 feet, for all lots.

(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 residential density allowed by the zoning district and the applicable future land use category. The applicant is proposing three dwelling units per acre verse the allowed four dwelling units per acre.

(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.

(c) 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.

(d) 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 presence of wetlands on the property constrains viable arrangements of uses and structures and limits creative development options on the remaining uplands. There are no FEMA's Special Flood Hazard Areas on the development parcel. A further review during the Site Plan Review Process will be evaluated. 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.

Smaller lots 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.

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.

The proposed development will be completed in one construction phase. Plan includes Dog Park, sidewalks on both sides of the road; decorative lighting, underground utilities, landscaped boulevard entrance, decorative signage and individual street trees are to be planted at construction of each house. Also two wetland conservation areas will be located at each end of the subdivision that is not required by the LDC.

Recommendation: 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 dog park, decorative signage, individual street trees are to be planted on each lot, and landscaped boulevard entrance with 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.

(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, central park placement, and a network of sidewalks that includes the dog park perimeter and Beulah Road frontage.

(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 limited by environmental features 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 low 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.

PLANNED UNIT DEVELOPMENT - PUD
For The Proposed 3 Unit per Acre
Beulah Road Subdivision
Escambia County, Florida

Introduction

The project is located in Escambia County approximately 0.75+/- miles north of the US Highway 90, also known as, 9-Mile Road, on Beulah Road. The site is located on the West side of Beulah Road in Section 6, Township 1 South, Range 31 West. The project is a proposed planned unit development, situated on an approximately 26+/- acres. The subject area is located within the MU-S, Mixed Use – Suburban, Future Land Use Category according to the adopted Escambia County Future Land Use Map.



Developer

The Developer of the site is Smartliving, LLC. Kevin Kirchharr is the Managing Member of Smartliving, LLC. Their address is 23505 Lawrence Moseley Road, Robertsdale, AL 36567.

Existing Conditions and Existing Use

The 26+/- acre site is currently vacant. Currently, there are no structures on the site. The property's current use is approximately 12+/- acres of timber land with the remaining 14+/- designated as crop/grazing land.

Drainage is primarily from east to west and west to east from the center of the site, flowing through pathways all leading towards Rebel Road to the west and Beulah Road to the east of the subject property. The existing floodplain for the subject property has FEMA Flood zone Zone X. No other Environmentally Sensitive Lands are located within the site boundary.

Proposed Use

Smartliving, LLC is requesting approval of the Beulah Road Planned Unit Development (PUD). The purpose of the Planned Unit Development (PUD) is to provide flexible land use and design regulations to permit planned diversification and integration of residential uses environmental features and structures, and to allow flexibility in LDC requirements to encourage greater creativity in land use planning and design for the mutual benefit of developers and the public.

Development Standards in the Escambia County Land Development Code

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the front building line, whichever is greater, but not required to exceed 15 feet.

Beulah Road PUD Deviations

Minimum Lot Width and Setback Requirements

3-2.5.d.1: A maximum density of four dwelling units per acre

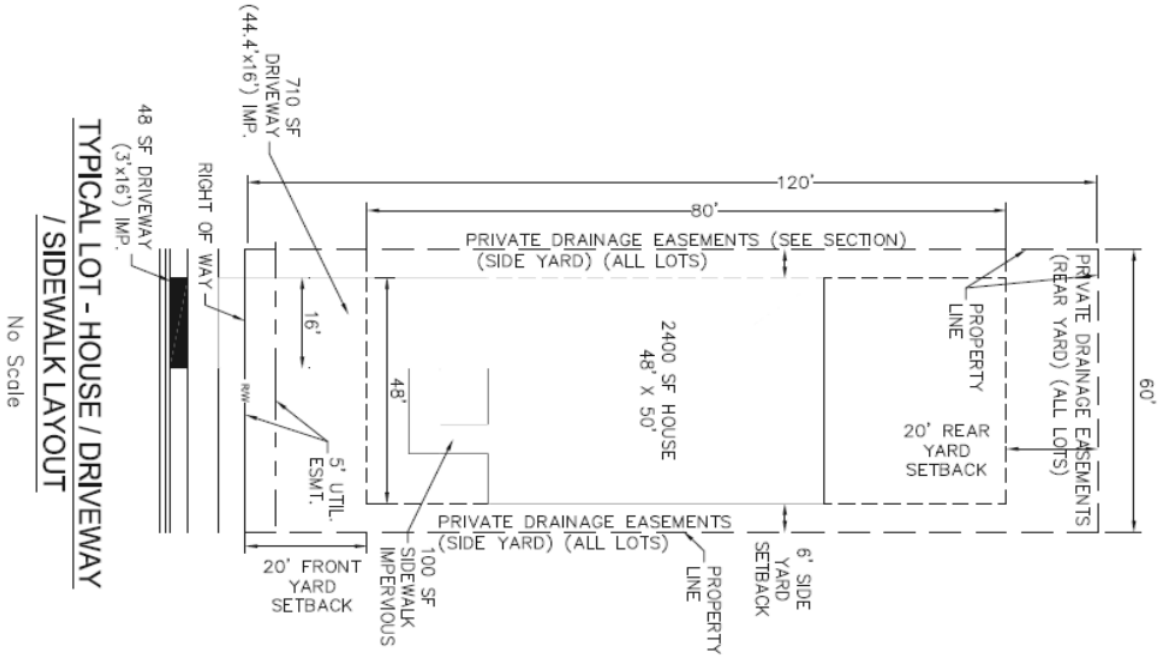
Requested: A maximum density of three dwelling units per acre

3-2.5.d.5: A minimum width of 70 feet at the front building line for all lots

Requested: A minimum width of 60 feet at the front building line for all lots

3-2.5.d.7: A minimum front and rear setback of 25' for all lots

Requested: A minimum front and rear setback of 20' for all lots



Criteria for PUD approval

The Beulah Master Plan has been designed to meet the following criteria:

I. 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.

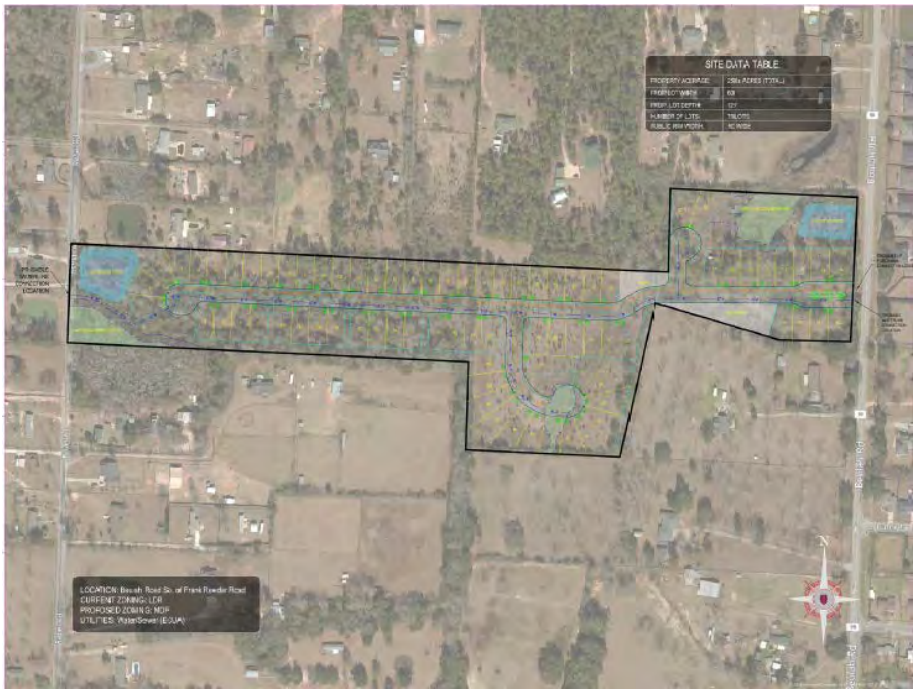
II. Natural amenities. Clustering, setbacks, easements and other methods are utilized to preserve to the greatest extent practicable the natural amenities and characteristics of the land, including open space, topography, natural vegetation, groundwater recharge, waterways, and scenic views. Deficiencies in natural amenities are supplemented through landscaping and other enhancements.

III. 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.

IV. 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.

V. 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.

VI. Compatibility. The development is compatible with surrounding areas and provides stable conditions and character to maintain long-term compatibility.



Improvements

The development proposes several improvements that will provide a community benefit and enhance the quality of life within the subdivision. The development will include a landscaped entrance boulevard and decorative signage. Internal sidewalks are proposed along each side of all internal streets as well as individual street trees to be planted at the construction of each house. Project will include a dog park. Street lighting will be installed as project is completed.

Justification

The Beulah Road PUD will be a public subdivision of approximately 26+/- acres into 78 single family lots. The density will be 3 units per acres, which is well below the allowable 4 units per acre for the zoning district maintaining the districts stated objective of low densities within suburban areas. The reduction of lots size is to allow for clustering of dwellings on smaller residential lots to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas as stated in Sec. 3-2.5 Low Density Residential district.

The development will feature community sidewalks, natural area, a dog park, for the public benefit and enhancement of natural amenities.

The clustering of lots within the phases are designed to encourage mobility of both pedestrian and vehicular access between residential areas, open spaces and recreation areas.

Potable Water & Sewer Availability

The water and sewer provider shall be ECUA. The project will include a low pressure system with individual grinder pumps located at each residential dwelling. No potable water wells or septic tanks shall be utilized for this project.

Phasing Schedule

The Beulah Road Planned Unit Development is to be constructed in one development phase. Construction is planned to commence after approval and receipt of a Development Order from Escambia County.

Stormwater Management Plan

Stormwater management improvements will be needed to control the runoff from the proposed impervious construction. Runoff from all new impervious areas is proposed to be collected via storm sewer and conveyed to two proposed detention basins located at each end of the development and discharged into the surrounding wetlands. The stormwater system shall be designed for 100-year critical storm events.

The Stormwater Management Plan will be submitted to Escambia County and Northwest Florida Water Management District with the Technical Review Submittal.

Applicant / Owner Information / Representatives

Owner: JOHN D AND ANGELA K RUSSO
2700 SILHOUETTE DRIVE,
CANTONMENT, FL 32533

JOHN I & MARGARITA C BERRY
2441 SPYGLASS CIR, PENSACOLA, FL 32526

CHARLES V & SHIRLEY B RETTEW
10035 BEULAH ROAD, PENSACOLA, FL 32526

Developer: Kevin Kirchharr
Smartliving, LLC
23505 Lawrence Moseley Road,
Robertsdale, AL 36567

Consultants: Dewberry | Preble-Rish
Micah Jones, P.E.
25 West Cedar Street
Pensacola, FL 32502

Enviro: BIOME Consulting Group
Glen Miley
1300 West Government Street
Pensacola, FL 32502

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: MAR 7, 17

Rezoning Quasi-judicial Hearing

Rezoning Case #: PUD

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Joe Reeton / Dunberry

*Address: 25 Cedar *City, State, Zip: Pensacola FA

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

PUD

Meeting Date: 3-7-2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~Z-2017-01~~

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Teresa Oldaker

*Address: 10000 Rebel Rd *City, State, Zip: Pen, FL 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

PUD

Please Print Clearly

Meeting Date: 3/7/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: 7B 0880

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Theresa Blackwell

*Address: 9535 Tower Ridge Rd *City, State, Zip: Pensacola, FL 32526

Email Address: theresa.blackwell@gmail.com Phone: 727-510-3650

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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www.myescambia.com

NOT PRESENT @ 1:06

Escambia County Planning Board
Public Hearing
Speaker Request Form

DID NOT SPEAK

Please Print Clearly

Meeting Date: 03-07-2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor ___✓___ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 7-B Russo

*Name: Jack K Coursey

*Address: 6450 Meadow Field Cir City, State, Zip: Pensacola FL

Email Address: KCKCJade@gmail.com Phone: 8506193159

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY PLANNING BOARD
PLANNING BOARD MEETING

A public hearing concerning the review of Russo Subdivision, a Planned Unit Development.
That the Board review the development plan for Russo 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 fo the Board of County Commissioners (BCC) to review and consider the plan for a final decision.

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of March 2017, commencing at approximately 9:00 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

TIMOTHY PYLE, District 2, (Acting Chair)
WILLIAM CLAY, District 3
ERIC FEARS, District 4
REID RUSHING, At-Large, Vice Chair
JAY INGWELL, At-Large
EDWIN HOWARD, At-Large
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
JOHN FISHER
ALLYSON CAIN

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P R O C E E D I N G S

MR. PYLE: Next we go into our Planned Unit Development.

The matter for consideration is approval of a proposed residential planned unit development, known as Russo Subdivision, consisting of 78 lots north of Nine Mile Road and west of Beulah Road.

The site is located within the low-density residential LDR Zoning District and mixed-use suburban U-S, future land use category.

If a representative of the applicant is present, please come forward and provide any comments.

If you will, sir, please be sworn in.

(Joe Rector was duly sworn.)

MR. RECTOR: Yes. My name is Joe Rector with Dewberry Preble-Rish Engineering, 25 Cedar Street here in Pensacola.

We have reviewed the findings of fact by the staff and agree with their analysis that this does meet the criteria.

Rather than go through those line by line, I -- I would entertain any -- any questions that

I could clarify and answer on that.

One thing I do have here is an enlarged view of one of the maps that you have in your package. Let them see that.

MR. JONES: It's not in the package.

MR. RECTOR: It isn't?

MR. FISHER: No, it is in the package.

MR. RECTOR: Well, one of the things I want to point out by this is that what this -- what this development does here in this PUD process, is this establishes this configuration that was -- that was laid out for this site.

It is -- in a sense does something that you rarely see happen. It's going to downgrade the intensity. This current development of property is zoned LDR, which has four dwelling units per acre.

This layout that you see here before you is actually for 78 units on this 26 acres, which is three units per acre, so you're actually decreasing by doing this PUD, the intensity on this, so that's one of the things that in this particular area I know has been of concern. And this is still meeting with that criteria in this area, of not having an overly intense

development going in in these areas out there where you have, you know, regular -- relatively low density.

And in addition, what this has done, is this has -- the reason we're asking for the PUD on this is to be able to cluster that development to not impact the wetlands and to be able to give us the ability around the edges of this to address stormwater concerns that have been mentioned and brought up in the past.

And this development, as you can see by the way that we're capturing and containing this water in this layout, is it will help improve those factors as well.

And some of the things that have been offered here that are mentioned in the package: The additional sidewalks, the additional trees for individual lot trees, a dog park, various things like that, for this community to make it -- extra amenities that are not required, and that any of the other items will be addressed as we work real close with staff trying to get to this point, to get something that we believe was -- be appreciated by the community and -- and we're working hard with staff.

This is -- goes to the next step to meet all the design criteria that would be required through the subdivision process.

But if you have any questions, I'll be willing to answer those for you.

MR. PYLE: Board, do you have any questions?

MR. INGWELL: Well, I have a couple questions.

Could we see a wetlands overlay?

MR. RECTOR: It's on the map. I just gave you that. It actually is designated as the wetlands on each end of the project, to be -- to be designated as conservation easement, so that they will not ever -- they'll be actually . . .

MR. INGWELL: Of the 26-plus acres, how much of that is wetlands?

MR. RECTOR: It's approximately . . . what was the? Do you recall what the acreage on that was?

It's approximately a quarter of it on each end. It's the part that's designated in the green area.

MR. INGWELL: -- a finger, lot 51, 52? Is that all wetlands?

MR. RECTOR: Yeah. There's an isolated -- what they -- what is called a wetland there, but then there are actual -- it's the large wetland area that's a conversation area to the northeast, and then a large conservation area that's to the extreme left, toward the Rebel Road side.

MR. INGWELL: So what's the actual density of the area that can be developed?

MR. FISHER: John Fisher, Senior Planner. I can talk to wetlands.

I can go through a little bit of the staff findings here. Again, this is still kind of a preliminary phase, so we don't have any actual documented survey of the wetland area. That will still have to be determined through a -- you know, a wetland survey. That will go through the DRC process.

So what we're kind of looking at is the layout of the subdivision, with what amenities are they willing to give back to the county to help improvise to allow for the reduced setbacks and smaller lot sizes.

This is where the Planning Unit Development comes to the Planning Board at --

you know, with the recommendation from Joe Rector here, you know, what they have offered here to the PUD analysis, which I could go through for you in more detail.

This is still at a preliminary phase. We have not got the actual acreage 100 percent down yet. We have not got the wetlands, so this layout could change. Still possible.

Once we gesurveying and find if there's any endangered species or anything like that. Once they do an actual . . . Trying to think of the word for it. Site-specific survey.

MR. RECTOR: But actually, to clarify, the layout that you're looking at that has the wetlands delineated on there are from a site-specific, and those are located in the field. Those are the actual wetlands, as has been determined by environmental scientists and biologists, so we do reflect the actual . . .

MR. FISHER: We do not have a site-specific survey turned in to us at this time, so -- so in my area here, you'll see it's kind of vague about that.

They would need to document that part. And that -- they will do that as a part of the

process when it goes through the subdivision review process. We will definitely look at that, and make sure that they were questioning that 100 percent, up to the wetlands conservation easement, where they will be untouchable in the future, if they allow this.

MR. PYLE: As a point of order, may I ask that -- to briefly describe the difference in this review for a PUD versus a rezoning, for not only the Board's information but as well as the folks in the public that wish to hear the difference.

This is, if I'm not mistaken, a product of a prior rezoning, but there is a difference between a rezoning hearing -- and what we would do is either approve or deny recommendation to the Board of County Commissioners whether this PUD should go forward, if -- if I'm not mistaken. So if you would please enlighten all of us on the different processes.

MR. FISHER: First the rezoning -- I believe this was Z-2016-10 was the rezoning case number. This came back to the Board in December.

They were going from LDR to MDR. And they

were trying to get the smaller lot sizes in there and reduced setbacks.

When you do a rezoning case, you're also allowing more permanent uses. As you move up in the zoning categories, you allow more permanent uses, more conditional uses available.

It also allows -- the zoning category allows more density, allows smaller lot widths the higher up you go. So each zoning category has their own site plan requirements, their own permanent uses. So when you're rezoning, you're allowed -- you can be allowing more uses and allowing more densities.

When they do the PUD, they're still locked into their density, but they can ask for a reduced -- and setbacks are reduced in lot size, are reduced in lot width and maybe their street right-of-way, and things like that when you do a PUD.

But in order to get those, they must present something to the county to kind of offset those, so when they're coming to the PUD, that's giving sidewalks, a tree on each lot, once it's constructed; a dog park; decorative lighting, something that's more and beyond the

normal subdivision review. That's not the minimum subdivision review, which is you put your lots in on -- in the density, complete your setbacks, and that's the end of it.

So this little extra step when you're doing a PUD is trying to mitigate for what they're asking for to coincide with what they're wanting to do.

MR. PYLE: So if I recall, the difference back in December, the applicant said, this is what we wish to do. However, had we approved the rezoning, it would not have been limited to what was simply expressed by the applicant.

The actual rezoning would have potentially allowed, if something odd were to happen and the intentions were never followed through or something were to happen, they could have gone and done other things, which I believe was the main point of contention from the neighbors.

MR. JONES: Yes. And -- and I would -- I would add as well, to -- to support what Mr. Fisher is stating, that's -- that's the uniqueness of a PUD.

They must alter, and which -- and which staff -- staff do agree that the things that

they said they could bring to the county: Sidewalks, dog parks, sidewalks on both sides of the street, street trees, preserving of the wetlands and conservation easement.

Those are the things that currently our representative code is weakened, but because of the PUD, they can bring these to the table and say, "We want to do these things."

And during the site plan review process, staff -- we will make sure this is an approved document. If the Planning Board recommend it, if the BCC approves it, these things must be in place. If not, they're in violation of the PUD documents or the PUD approval, so -- so the things that they did offer is -- is enhancements. They got to bring these things to the table. Now, that's the uniqueness of a PUD.

As John stated, our regular rezoning, basically they don't have to know -- we don't have to know specifics for a regular rezoning, at this level, the PUD, so that the citizens can say, "We do like it. We understand it."

Because one of the main points of contention -- we've got the BCC -- there were some issues over -- over the distance

requirements with the MDR going up to -- that's why -- but they stated that we are not -- we're not going to look at the -- rezoning.

They decide -- if they were to decide to opt out -- or not opt out. That's a bad word. Not today. If they decide to sell it, and an individual would come in and say, "Yes, we want to go with the highest density or medium density residential."

So -- but at this point in this meeting, they are -- if it's approved, they must abide by the things of these PUD documents, and even if it reaches the approval, so that's why the PUD is much more site specific.

MR. PYLE: And just -- just to go one step further, it goes -- and I'm sorry. I'm just trying to be deliberate with this for my own -- own selfish end. I'm not projecting. I want to make sure.

So if it goes through public comments, if this Board approves and/or -- if they approve and/or approve denial, the next -- if it approves, it would go to the Board of County Commissioners.

MR. JONES: Yes.

MR. PYLE: For it being approved as a PUD.

MR. JONES: A PUD, yes, sir.

MR. PYLE: Which will then most likely start the applicant's process to do what?

MR. JONES: To -- They can then start the site plan review process, making sure that all of those items that are in that -- these documents, that they must be in there. Staff wasn't sure.

If the BCC approve it, they can start the site approval process and go through the preliminary, the final plat stage. And if this was -- if this what they want -- if this what BCC -- plats.

Also, too, Mr. Ingram -- I know there was some concerns over that -- the wetland area. I think that's on that lot. What's that lot? I think 51, 52.

From a -- from a general review, just looking at it right now, that -- that amount of property would not be developed because it's -- you don't have no buildable rights.

But just looking at what this layout, this plan, because you will -- you will not have a building area. But we will definitely address

that.

And if that lot has to be removed during the site review process, I'm going to do -- they don't mind removing that lot and I believe that development because right now look like it's not going to be -- not developable. So, not where the wetlands are.

MR. RECTOR: At this point, nothing has been engineered because that's the next step.

MR. JONES: Yes.

MR. RECTOR: But one of the key things that differentiates this from the rezoning that was met with the consternation by everybody is that, like you said, the rezoning from LDR to MDR to accomplish a 60-foot lot width on this also grants you 10 units per acre potential. This actually takes it in the other direction.

MR. JONES: Right.

MR. RECTOR: Where currently today, as the property stands, you could go in there and you could develop four units per acre at 70-feet lot width, and you could get 80-some-odd lots in there. You could choose to impact the wetlands, and you could fill that thing out, granted by right in the Land Development Code today.

What this does is, this pulls it back and it locks you in to three units per acre.

MR. JONES: Yes.

MR. RECTOR: And then this -- like he said, if it didn't get developed now, and it were moved on the, the next guy is still locked into the three units per acre.

The only thing this is doing is going to the 60-foot lot width with the reduced setback. And we're giving up one unit per acre in that granted existing today right.

MR. PYLE: So for our sake and the public's sake, if this were to go either for approval or denial, if it were to go through approval, it is not as if trucks are moving in tomorrow and start moving land.

MR. RECTOR: No.

MR. PYLE: It's simply approving that particular type of land use --

MR. RECTOR: Right.

MR. PYLE: -- which would then go through the county's regular vetting for that particular PUD, under the -- under the -- what you agree upon under the PUD.

MR. JONES: Yes, sir, Mr. Pyle you are

correct.

MR. PYLE: So are there any other questions for the applicant from any of the Board members?

MR. FISHER: I do want to say -- John Fisher, Senior Planner -- the criteria from a rezoning to a PUD is quite different criteria for rezoning. There are six major criteria that we look at for rezoning.

The PUD has more specific general guidelines and descriptions that we look at. And those are in your packet as well, so you can see the notice, since we're talking about rezoning.

And Mr. Joe Rector was also correct about the MDR. That's about ten per acre versus the LDC, which is four.

And I'll be happy to go through the application here or on the findings, as needed.

MR. HOWARD: Briefly, so just want to make sure. Do you concur this is a less intense use of the land? Go ahead.

MR. FISHER: Yes.

MR. HOWARD: Okay. The other thing I was going to ask is: In the process of doing this,

I remember back in December, January when we did this before, there was discussion about impact on the roads, impact on drainage, things of that nature.

What's the course of redress people will have later on, consider that, to mitigate those impacts?

MR. FISHER: When it comes to roads, that's a bit of a longer transportation issue, since we don't have impacts to that. The Transportation Department is aware of the growing Beulah area. They're trying to, you know, make the recommendations out in that area, such as stormwater.

Anytime you develop a subdivision or any site plan -- there's been a lot of changes over the past couple years since we've had the major flooding. We've developed a 25-year stormwater pond, two or three years' stormwater pond.

MR. PYLE: Understand.

MR. FISHER: We also have -- you know, you have to -- any water on that property has to stay on your property. You know, we can't allow water going off on the neighbor's property, so all that will be engineered out and reviewed

during stormwater management and the -- site plan as well, to sort of -- that is all through Development Services before they get their final. That would have to be approved in the construction plan.

MR. JONES: If you look at the -- look at the site plan, you see they are proposing two retention ponds. You will also see again the wetland conservation. That's really going to help with the stormwater runoff because, see, it's going to be a perpetual conservation.

I mean that they can't come in and decide to move. That's perpetual, everlasting, so all of that will help with the stormwater for this specific project.

And -- and -- and hopefully if -- if the BCC approves the project, it will even help the surrounding stormwater area as -- as well, so -- so -- and that was some concern. But -- but this site must be able to retain their own -- their own stormwater runoff.

And with the roads, staff were aware of all the problems on Beulah Road area. The site plan review process to access management, we're going -- we're going to be addressing those

things wholeheartedly, as well.

MR. RECTOR: And I would just like to point out, too, that today as the property sits, it's entitled to 104 dwelling units.

MR. JONES: Absolutely.

MR. RECTOR: 78 is a 25 percent reduction in the amount of traffic, potentially, so this PUD is addressing that concern because today we could develop 104 units, and this locks us into 78, so we're accomplishing 25 percent.

Same with the stormwater. You would have to design and yield with 104 dwelling units of stormwater discharge. This is reducing that impact by 25 percent by going through this PUD.

So, again, this is all addressing the concerns that were brought up during the rezoning, the issues that people had. And one of the things, too, about the stormwater on the west end there, you know, we reached out and talked to the county.

We know that the county is currently addressing some stormwater concerns on the Rebel Road. And that's one of the things we have factored in as well with this layout that you have before you, in pulling the development to

the east away from that to help mitigate things and reduce impacts to the existing stormwater problems out there, and why we have such a large stormwater pond there because we've been working with the county on the stormwater problems out there on Rebel Road. And we're helping address the part of that with this additional stormwater we're proposing on the site.

MR. HOWARD: Two more questions. What's the current use of the land right now?

MR. RECTOR: It's undeveloped.

MR. HOWARD: It's undeveloped.

MR. JONES: Vacant.

MR. HOWARD: Undeveloped.

The second one I was going to ask you is -- correct me if I'm wrong here. This is kind of the -- this is the ceiling, not the floor. I mean, this is kind of -- this is the most they can do.

This plan will probably get less intensive as it goes through further development; am I correct?

MR. RECTOR: Yes.

MR. HOWARD: Is that a correct assumption?

MR. JONES: It may -- once we start

backing in the site plan review process, we -- we may uncover some additional things that they will have to abide by, so -- so until we get those things, it could.

MR. RECTOR: Yes.

MR. HOWARD: The last thing, just very quickly. Last time you talked about those people saying their concerns about the environment, light, noise, things of that nature. Are there avenues of mitigation in the development in the future, in case that's a concern to residents or the neighbors?

MR. JONES: Talk about the lighting or the streetlights.

MR. RECTOR: Yes. One of the things that was proposed in this was that was -- rather than just the standard Gulf Power light fixtures, that there be some type of more decorative lighting, to make it more of a cozy neighborhood and not just something bright.

And also, in terms of the concerns about the environment, that's one of the reasons why it's not required that we dedicate the wetlands and the conservation easement, but that's the proposed subject, is, like Horace said, it's

locked in, that those are dedicated as a conservation easement, to never be touched and impacted later on if somebody come in and go, "You know what? I think I want to fill those wetlands," the developer.

They can't do it because it's been locked in in a conservation easement. And -- and that's guaranteeing those are not going to be able to be developed, and that environmental constraints be addressed now.

MR. HOWARD: Thank you.

MR. INGWELL: Could the staff provide the complete history of this process?

MR. FISHER: Yes. We should have a map of the zoning. The old zoning, before our new adoption was zoned RR and AG, so this was a density of two units per acre at one time in this area.

Since our new adoption, we've been consolidating the zoning categories. LDR which is four units per acre.

The future land use is mixed-use suburban, which had been locked in for, you know, almost ten years now.

MR. INGWELL: Thank you.

MR. JONES: And I -- and I do want to state again, this is very, very -- for the records, that if this is approved, that they will do these things. Three of the -- they will -- a dog park, sidewalks on both sides of the road, decorative lighting. That's under guideline utilities.

Those things are not required in our Land Development Code. Landscaping, boulevard interests. Individual street trees. Those are things that's not required, but one -- we can get those. Under it's LDC. Now, those are things they going to bring to this subdivision, if it is approved.

MR. INGWELL: Is this planned for this to be a planned development, where the roads are owned by the -- I assume HOA?

MR. RECTOR: They'd be owned by the county. So the design standard for all of them will have to meet the county's requirements for everything.

MR. JONES: Yes.

MR. PYLE: Any other comments from the Board?

(No response.)

MR. PYLE: Staff?
MR. FISHER: I believe we do have one citizen here that has -- I've been talking to recently. I'm not quite sure if she filled out a form or not.
MR. PYLE: Did you have a form you filled out?
MS. BLACKWELL: I don't. I refuse to speak.
MR. PYLE: Did you fill out a request form?
MS. BLACKWELL: I did.
MR. PYLE: Okay. Help me out with your name here.
MS. BLACKWELL: Theresa Blackwell.
MR. PYLE: All right.
MR. JONES: If not -- if not, we can get it for you.
MS. BLACKWELL: I filled it out. Unfortunately, you have two different items with the same number today.
MR. FISHER: Hold on one second, ma'am, Ms. Blackwell. You have to be sworn in.
MS. BLACKWELL: Well, I'm not giving testimony yet.

MR. PYLE: It's under 7-B.
All right, Ms. Blackwell. You can be sworn in.
(Theresa Blackwell was duly sworn.)
MS. BLACKWELL: Good morning. My name is Theresa Blackwell. I live at 9535 Tower Ridge Road, but I will be moving to Wonderlich Road within the year.
The MDR rezoning the owner sought for these properties was denied, and this application for the Russo Planned Unit Development should also be denied because it does not meet the Land Development Code requirements for a planned unit development.
These four parcels already got a huge gift of density in 2015. The parcels were previously zoned rural, residential and agricultural, as you just heard, which would have allowed up to 50 houses on the four sites.
When the county combined zoning districts, the new LDR zoning doubled the maximum density to four per acre.
Now the developer wants the county to allow lots smaller than LDR zoning requires. That's smaller than any lots in the greater

community.
The Land Development Code says planned unit development, quote, 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 greater community receives no benefit from this increased density. The improvements to the subdivision, like lighting, signs and sidewalks benefit only the subdivision.
This application does not meet these four PUD criteria:
One, creative planning, which is a key part of this. There is no creativity in the plan, no mix of lot or house sizes, no mixed uses proposed. This is a standard subdivision. In fact, the plat was developed in June 2016 before a PUD was even considered.
Natural amenities, the second criteria. In the denied zoning request, planning staff established estimated 8.7 acres of wetlands on site.
And Mr. Rector claims a quarter -- that would be a third of the site. Mr. Rector claims a quarter of the site.

If you look at the map, there is no way in the world those two areas of wetlands constitute one-quarter of the site. You know, preserved in perpetuity, you know, probably an eighth of what should be. Okay.
And also the clustering ordinance requires documentation that the developer will preserve 90 percent or more of wetlands on site. This also applies to endangered species habitat.
And according to a report from the U.S. Fish and Wildlife Service, there could likely be Gulf tortoises, black indigo snakes, and reticulated flatwood salamanders on sites.
Mobility. It does not meet the mobility criteria. While travel within the subdivision looks reasonable, the subdivision has only one entrance.
This does not facilitate travel to local amenities, as the code describes, like the school under construction on Nine Mile Road or the nature preserve at the west end of Frank Reeder Road.
It also does not give Rebel Road residents increased access to Beulah Road. A second entrance would provide more mobility, but

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preserving wetlands should be the priority if the two conflict.

It also does not meet compatibility criteria. And as established previously in the rezoning denial, 60-foot lots are not compatible with the surrounding neighborhoods.

The smallest lot width in the area is 75 feet. And those houses have about half the size of the developer's representative 2400 square-foot home.

The LDC says, the purpose of LDR zoning is to provide for large lots, suburban-type residential neighborhood development. Big houses on small lots are not compatible with Beulah.

A PUD should not be used just as a work-around zoning requirement, which I think this is. This is the same plan with jewelry and should be denied.

And to address a little comment from Mr. Rector, I don't agree that staff is wholeheartedly agreeing with this proposal. There were quite a few comments in the negative in their analysis that mentioned things which were missing from their package.

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Also, a dog park is open to the public. You know, if this is just something for the internal residents, that does not compensate the general public for the increased number of houses there.

And why -- if -- if they could now build more than 100 houses on that property, why do they need this PUD? Go ahead and do it. Truth is, they can't because of wetlands, et cetera. So that's where I stand.

Thank you.

MR. PYLE: As you say, I want to try to be -- try to be objective here with hearing both sides.

If I'm not mistaken, the difference in lot size is the difference from 70 foot to 60 foot; is that correct? I'll ask.

MS. BLACKWELL: Plus setbacks reduction, plus street right-of-way reduction.

MR. PYLE: Staff, would you agree with the difference of that?

MR. FISHER: Staff can deal with the original findings so we can give the actual, you know, staff analysis. That's one thing we have -- staff has not done when we were

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discussing everything.

MR. PYLE: Because, again, it's for the overall approval of the PUD, without getting down to the analysis.

Okay. Mr. Rector, would you like to --

MR. RECTOR: Yes, since I was directly addressing that.

I would like to make a few corrections in the statement that was made. One, the statement was -- referred to that this was being -- there was an increase in density being asked for.

And as we clearly stated, this is a decrease in density, going from four dwelling units an acre to three units dwelling units per acre, so it is a decrease, not an increase.

There's been no request for a decrease in right-of-way width. The current right-of-way width requirement is for 50 feet. That's what's being proposed, is 50 feet.

As you -- most of you know, that there is something they put forth by the County Commission for movement to LDR, to potentially go to 60-foot lot widths in LDR anyway, so that is not something that we are jumping to a huge difference here from 70 foot to 60 foot.

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We are clustering, to accomplish no impacts to the wetlands. That's why we're not going in there asking to do 104 lots today. It could be. People do it. People have done it in the past. It's just not the path we're choosing to do.

We're choosing to try to get this in there to where we protect the environment. We addressed the concerns that were brought forth before because the actual previous map that was shown that was referred to back in June and also in December actually did show a connection to Rebel Road.

And there was a lot of the folks that spoke had issue with that connection to Rebel Road. And that's why this -- we took into account the concerns that were brought up at that time and reduced the length of the road and brought that back to not impact wetlands or the Rebel Road or the wetland issues or the drainage issues that were out there, so we have been listening to the concerns that have been brought forth. And that's what you see before you now, is an updated map, not the one that was issued months ago.

MS. BLACKWELL: The date on that is June 20, 2016, on that map. It's been updated. The date has not.

MR. INGWELL: I have a question. This plan is incumbent upon the reduced lot sizes. In essence, it varies from 70 to 60 feet on the left and setback reduction of 20 feet, is my understanding.

MR. PYLE: 25 to 20 reduction.

MR. RECTOR: Right.

MR. INGWELL: Well, my understanding is a variance is more need than want, and this -- you believe it's more of a want than a need.

MR. RECTOR: A variance is a totally different thing because we could put this plan forward today with the current setbacks, and then you could request a variance that is on each lot, as you get to it.

And it's an administrative variance that is a -- you submit and say, "You know what? I need a 20-foot setback instead of 25 feet."

But we're not trying to go that route. We're trying to put all our cards up on the table today and say, "Look, this is the development we're wanting to build."

We're not going to come back in and keep asking for things after the fact. And, in fact, what we're going to do is, if we show you what we're wanting to do and what we're proposing to build, we're going to give these things, at the developer's expense, that are not required, which is a dog park that is open to the public.

It's a public right-of-way so all of Escambia County has access to it because the county owns it.

The conservation easement is dedicated to the county, and the -- help me -- the Environmental Department, and so they have the rights to that.

So these are all things that are being put out there up-front on the table that says this is what we're going to do. We're not going to come back in and ask for things after the fact. We're putting it all out there and showing you exactly what, you know, is being planned now. And this is what we're offering to do, you know, in order to accomplish that.

MR. FEARS: Is the compatibility standard applicable to PUDs?

MR. FISHER: Compatibility is part of the

PUD requirement.

And if I can, Mr. Chairman, just go ahead and go through the analysis here. That way, we can kind of get on the record what the staff has --

MR. PYLE: Please. Please proceed.

MR. FISHER: This is for the ten-year development. Try to hit the most key points here.

The applicant is requesting a variance as follows:

A reduction of the required minimum width at the front building line from 70 feet to 60 feet, for all lots.

A reduction of the required minimum front and rear setbacks from 25 feet to 20 feet, for all lots.

Under the land uses, the proposed single-family residential use is allowed by the applicable zoning district and future land use category.

Under the density, the number of dwelling units shall not exceed the density allowed by the applicable future land use category or the zoning district.

The proposed number of dwelling units does not exceed the residential density allowed by the zoning district and the applicable future land use category. The applicant is proposing three dwelling units per acre versus the allowed four dwelling units per acre.

Under the criteria for PUD approval, uses and structures are arranged in a manner that demonstrates creative concepts of land use planning.

The presence of wetlands on the property constrains viable arrangements of uses and structures and limits creative development options on the remaining uplands. There are no FEMA's Special Flood Hazard Areas on the development parcel.

A further review during the site plan review process will be evaluated. Single-family dwelling units appear to be a sustainable land use for the site, but no mix of dwelling unit types is documented in the submitted plans.

No nonresidential uses, other than accessory to the dwellings, are proposed in the subdivision.

Recommendations that affect -- document

the characteristics of the dwelling units to the PUD include floor area, stories, provision of garage or other parking outside right-of-ways, and any diversity of housing styles and materials. Department recommendation.

Under natural amenities, smaller lots and reduced building setbacks are among the methods used to maintain viable density, while preserving natural amenities.

However, there is no documentation that there is 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 provide.

To elaborate on that, this is a conceptual plan that is documented -- The only documentation we have is the layout view of saying they're going to put a conservation easement. By moving forward, they would say the two areas would be in the conservation plan.

Do not need to cluster, but they're not trying -- but they're asking for a reduced lot width at this time, but they are doing a clustering provision. They could -- they would have to do a conservation easement, no matter

what. That's the difference.

Desirable -- desirable environment. The proposed development will be completed in one construction phase. Planning includes dog parks, sidewalks on both sides of the road, decorative lighting, underground utilities, landscaped boulevard entrance.

Decorative signage and individual street trees are to be planted at construction of each house. Also two wetland conservation areas will be located at each end of the subdivision that is not required by the LDC.

The PUD development plan would benefit from more specific documentation of the proposed amenities to the minimum extent their installation is intended. Without such documentation, the planning, the compliance of and implementing planned subdivision construction plan cannot be confirmed.

Even though the dog park, the signage, individual street trees are to -- are to be planted on each lot and landscaped boulevard entrance with other improvements are proposed as part of a more desirable environment required of a PUD, their minimum specifications, dimensions,

quantities, materials, should be included in the plan.

We're just asking -- staff is asking that they -- what type of trees, what type of facade are you using. It's a little more detailed. That's for the Planning Board to ask or recommend with or without that.

Mobility. Affects pedestrians. Mobility within subdivision is promoted for land development, central park placement, and a network of sidewalks that includes the dog park perimeter and Beulah Road frontage.

Efficient land use. The interconnection of subdivision, small lots, and the limitation of improvements limited by environmental features support an efficient use of land that results in smaller networks of streets and utilities. Easements will supplement proposed less-than-standard width right-of-ways to accommodate underground utilities.

The proposed density of single-family detached dwellings is compatible with the predominantly low density single-family development of the surrounding area, and the constructed improvements of a residential

subdivision will improve the stable conditions and character to maintain that compatibility long term.

That concludes staff's findings.

MR. PYLE: Ma'am, yes. Did you fill out a speaker form?

MS. OLDAKER: Yes, sir, I did.

MR. PYLE: You did?

And your name.

MS. OLDAKER: Theresa Oldaker.

MR. PYLE: Excuse me one second.

Found it under the initial.

Yes, ma'am, please come forward.

(Theresa Oldaker was duly sworn.)

MS. OLDAKER: Theresa Oldaker, 10000 Rebel Road.

If you could put the map back up here of the subdivision. My land, I own . . .

MR. PYLE: We can't hear you.

MS. OLDAKER: My land --

MR. PYLE: Well, we can't hear you --

MS. OLDAKER: Oh, okay.

MR. PYLE: -- and we can't see where you're pointing either.

MS. OLDAKER: This subdivision, I own all

this land here. South. All -- all of this Land right here all the way.

MR. PYLE: You'll have to speak over here to --

MS. OLDAKER: And -- and like this lady here was saying about the wildlife and the turtles?

MR. PYLE: Yes, ma'am.

MS. OLDAKER: There is tons of turtles out there. I just -- as a matter of fact, this morning I probably seen 15 turtles sitting on the log. And they're slider turtles, yellow bellied -- yellow-bellied slider turtles. There is a lot of wildlife there.

And I don't object to him building a subdivision, but I also agree with her that he does not have enough holding ponds there.

And where, on the Rebel end Road of the subdivision, all of that land right now is, I'm going to say, at least a foot to maybe three, four foot water, standing. And it's a very beautiful piece of property.

And he's saying he's going to build a holding pond. In order to build a holding pond, they go in there and they strip everything that

is there now.

And so that's not protecting the environment because they're going in there and cutting everything out, to dig -- to dig a big hole. And I don't know if he's done a perc test on that land.

MR. PYLE: So again -- I'm sorry to interrupt. So again, today what we're reviewing is the application for a PUD for the overall.

After, whether -- if it does proceed after, now we're getting into the specifics about what Mr. Horace and the county staff would have to put the applicant through, the various -- you know, they have to meet their requirements if it proceeds.

But my question to both of the neighbors would be this: If it is reducing as a -- or if another applicant came in, were to build the subdivision as stated with the current ability to render more units per acre, I believe you'd have the same issues. But they would certainly be able to do so; is that correct?

And you're -- I mean, I am seeing, as the applicant has come back, been denied, understanding why, trying, why they were denied.

And as a . . . I guess my -- my question to the -- other than -- so now we're -- we're talking your wetlands and the things that will be --

MS. OLDAKER: Destroyed.

MR. PYLE: -- will be actually in the future when they go through the process of any construction or development.

You know, I'm just curious what else. So now we're going through the four criteria. This is a little bit different than the other criteria for rezoning.

So could we go -- could you review those four, hitting their -- the application of this PUD, what we're able to review in this process, as opposed to what -- I think we're going down the road here. Arguments are going down the road about what would happen when they do start constructing something.

MS. BLACKWELL: No. That is part of the criteria for approving it at this stage.

There are six criteria, and that is part of it.

MR. JONES: May I ask -- may I ask something? To help clarify the issue, under the

normal site plan review process, these things that they are trying to do, our Land Development Code does not allow for them. It -- it is -- it's a very, very minimum. These are enhancements.

If they came in -- if the developer, whomever, says, "I just want to develop this," number one, there would be no specific meeting like this where you can -- you can come in and address those criteria. Site plan review process is basically straightforward.

Whatever, the staff will have -- staff will have to approve. There will be -- these things they are requesting to do, because we as staff, we like those things, but our Land Development Code does not allow for them.

We call those enhancements. That's why staff has said with all these things, therefore we are recommending to the Board that if the Board so agrees -- desires, they can solidify these things, make these things much more solid and present them to the Planning Board, where they'll be locked in.

As far as the natural environment, once they do -- once we do the site review process,

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if there is any other endangered species out there, they will have to accommodate for those things.

MS. OLDAKER: What do you mean by "accommodate"?

MR. JONES: They're going to have to get --

MS. OLDAKER: Once you go in there and you tear it all down --

MR. JONES: No, ma'am. That's not -- that's not -- that's not --

MS. OLDAKER: -- you can't rebuild it.

MR. JONES: They won't be able to tear anything down.

Once the environmental survey resource, they come in, they got to get that done first before they can start any construction.

MS. OLDAKER: Do you want me to start gathering the critters up and bringing them to you?

MR. JONES: Do you understand what I'm saying? Listen to what I'm saying.

MS. OLDAKER: You're talking in circles, so I can't understand you.

MR. HOWARD: Point of order real quick.

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MR. PYLE: Ma'am, if you'll listen to Horace --

MR. JONES: Yeah. Real quick. Sometimes I do talk fast.

And I don't mind breaking it down because you have a right to be concerned.

Before there is any construction, before there is any land disturbance activity, they must have a site plan review process.

During that site plan review process, we're going to be looking at all of the Land Development Code standards for the environment.

They've got to present an environmental survey on all of the natural -- on all of the wetlands. If there is any endangered species out there, that survey will pick those things up. That's got to be presented to us.

Our reviewer will look at those things and say, "Well, you can't do this because of this. You can't do this because of this."

And before there's any -- before we issue them a final plat or development order, all of those things got to be addressed specifically.

And if they do anything beyond that during the construction phase, the county will have the

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authority to say, "You are not abiding by what we granted you to do," and we can lock them down.

But before they do any construction, any land disturbance, they got to have this process. They got to present. They got to look at environmental analysis of all of those things out there.

And we -- and because of your concern, we'll make sure during my -- my staff, I got -- I got an environmental guy, and he's spot-on. And he -- I promise you we'll look at those things. So all those things will be looked at.

You got to address them. You got to go to court, get the state reports, if there are wetland reports, if there's some reports from Army Corps or FDEP, all those things will be analyzed in that environmental survey that they've got to do on this property before they can start doing anything.

So -- so that is mandatory, so I hope that I was specifically -- I think you hear me. If I'm not, so you understand, they got to do this before any construction.

MS. OLDEKER: I understand that, sir.

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That's not in that holding pond.

MR. JONES: Again -- again -- again, during the site plan review process, again, I have a stormwater engineer.

If they -- if they are not meeting the Escambia County Land Development Code, they will have to add or to do things to meet those regulations.

This is just a general guideline, but when it comes to site specifics, but with the adoption of the PUD -- so -- so a lot more of these things begin. That's the purpose of a PUD. We get better quality from what our Land Development Code has.

MR. PYLE: So Miss Oldaker, I interrupted you when you are speaking. The reason for that is -- again, I thought we were out of order. We were talking about things that are further down the road in this process procedure.

If you have anything else further, go right ahead, please.

MS. OLDAKER: No. I'm just -- I'm just concerned about the wetlands.

MR. PYLE: I understand.

MS. OLDAKER: And with what I see there

that they're proposing.
That's not enough holding pond for that area. You know, I understand he's saying he's going to do three houses versus four. I comprehend that, but --
MR. PYLE: Yes.
MS. OLDAKER: -- but there's for -- all of that land. And that land, the way that it is, the way that God made that land, that's not enough holding pond for him to -- that's not going to work. He doesn't have enough storm there [sic].
And -- and like I said, they are on the end of Rebel Road. It does stand there whenever -- before Rebel Road was ever a paved road, it was a dirt road. And we all give the -- at the site so we would have a road there.
There was a culvert there at the corner of my property and the property that they are talking about that went underneath the road.
And over a period of time, that culvert sunk down, so therefore, there's no way for the water to flow from one side of the road to the other.

Whenever it gets so high, the water stands in the road, but if you go out there and look at the road, it's high here, it's high here, and it goes like this (indicating.) It's like a little belly there, and that's where the culvert was.
That's one of the reasons that the water stands there like it does, and it can't go across the street, which there is a ditch that it should have went down, turned back around and went down and across Frank Reeder Road.
MR. PYLE: I think these are all items that Horace is saying --
MR. JONES: Yes.
MR. PYLE: -- that he was -- and he was specifically addressing, if it proceeds further.
But if there's anything else, please go ahead.
MS. OLDAKER: No. I --
MR. PYLE: Thank you.
MS. OLDAKER: I hate -- I hate what's going on to Beulah.
MR. PYLE: Okay. Well --
MS. OLDAKER: It's not Beulah anymore. It's sad. Well, actually overpacked. They need to -- they need some traffic lights, perhaps, or

something.
MR. PYLE: Thank you, ma'am.
Is there anybody else who wishes to speak on this matter?
MR. FISHER: John Fisher, Senior Planner.
Rebel Road is actually being studied right now for the enhancements. Traffic -- Transportation Department is actually looking at that road right now.
Also, you see the layout there. The loss can be reduced by either two or four on each side and that cul-de-sac moved to the east.
Once they actually get in there and the county has a chance to look at the actual survey, the wetlands, and everything like that -- they have to submit everything they're going to do. But they're waiting to find out what they can get variance-wise before moving forward.
You know, it costs a lot -- a lot -- the developer a lot of money to do things like this, so it's just a step process. Once you get in the construction phases, we can do more calculations and make sure they meet them.
It is very wet on that one side and they

might need to accommodate more there. It's just -- it's a work in progress to find out -- and get the variances to allow the reduced setbacks and the reduced lot width so they can put whatever style homes and stuff they'd like to put in there.
MS. HIGHTOWER: Mr. Chairman, because I was reading your recommendations. There are times that you would say "preferred" or this was not included.
So from what you just said, does that mean that we as a Board can make changes to what the requirements might be, or -- or will you go forward when you talk about, like for instance, complete exclusion of wetlands -- minimize buffer impact is preferred.
MR. FISHER: Well, that part -- the wetlands will be required to do the site specific survey.
MS. HIGHTOWER: But -- but he didn't indicate in whatever he had specifically 90 percent would be kept.
MR. FISHER: What his proposed layout is a preliminary stage, you know. And we're saying "preferred." You know, we would prefer to see

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it now if we could. That way, we can make better documentation, better, you know, analysis.

MS. HIGHTOWER: And the same thing with the dwelling structures.

MR. FISHER: Yeah, how -- where's the garage, et cetera, buildings.

MS. HIGHTOWER: Right.

MR. FISHER: The dog park. You know, what type of fence you're going to have. There's -- You know, we ask for more detailed analysis.

And a couple of Boards, if they want to ask for more enhancements, you know, could you please describe the details? They did submit a site -- or a decorative light plan in the packet which shows the type of lights that are going to be used, not the regular stone what you see out here.

You know, they're looking to be, you know, the classic more esthetic-looking type of lighting. They did propose that. It's just something that's more detailed, "What are you actually going to build?"

You know, if you're going to put a playground in there, well, what type of

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playground? Will there be one slide? Will there be a whole bunch of slides? You know, just asking for more detail.

It's what -- we're going to say, we didn't have documentation of what type of park is going to be here, what type of trees. None of that was documented. What is he going to do?

MS. HIGHTOWER: Might I ask one more question in here?

When it says in here, when it says that the wetlands conservation areas would be given to the homeowners, is that the normal process, that they would then become responsible for the upkeep and --

MR. FISHER: Well, the conservation -- the conservation easement?

MS. HIGHTOWER: Yeah. There's something in there.

MR. FISHER: Those can't be touched. The conservation things are locked in, where no one can ever build on them, no one can ever touch them at all.

Normally -- normally they wouldn't have to do it in this type of project because they're not clustering. Normally when it comes through,

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if they are building a subdivision and they didn't need -- they wanted to do reduced lot widths, they would -- they would have to do a certain percentage of wetlands to meet that area that they have to do, to make sure that all the wetlands on that property, 90 percent of them, are put in the conservation easement. Then they could cluster and have a reduced lot width.

If they decide they're going to do the PUD, they do reduced lot width and ask for setbacks as well.

And they're doing an extra step by putting some of those areas in a conservation easement, and they did not need to. They could just be -- open that as a park.

When you put that conservation easement on that, now they are locked out completely from the public or anyone to do anything on it. And that's for -- you'd have to go through the Environmental Protection Agency to ask for that change, which would be a long thing for anyone ever to develop that.

MS. HIGHTOWER: No, but it's included in this PUD.

MR. FISHER: They're required to do the

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conservation easement. We just don't know the exact size or know the dimensions as to how many acres were being built, so approximately by the layout.

MS. HIGHTOWER: So any impact that would move the turtles or any of that thing would -- who would that fall on, as -- as you move forward?

MR. FISHER: That falls under environmental permitting or -- the DRC, the Development Review Committee, through -- through the initial stage which, once this gets -- once this goes through, it goes through "yes or no."

If it goes through, it goes to an initial stage where all health department, fire safety, transportation, traffic, stormwater, environmental permitting, planning, zoning -- they all have their separate -- separate comments about each thing. They all review different sections of the code.

And they are supposed to comply with those to make -- the minimum standards, they have to comply to those standards. And we just keep reviewing until we get it right. And once they do, then they can move forward to the final

stage.
MR. JONES: And the conservation amendments, if -- this is enhanced protection. It is -- it is definitely -- would be enhanced protection.
MR. FISHER: It's not a part that can be turned over later.
MR. JONES: Right.
MS. HIGHTOWER: I was trying to find . . .
MR. FISHER: We have a lot of subdivisions that come in and decide to cluster, with a reduced lot width that they might need here, but they don't need the setback, for instance. So they do a conservation easement over the wetlands, and they can reduce their lot width by, you know, 10 feet as well.
So there are other ways to do this. But they have to have so many wetlands, and to make sure they have 90 percent of them are also in conservation land. So there are other ways to do this -- asking for variances for setbacks.
MR. PYLE: So let me ask procedurally from staff: If the staff were to recommend going forward, you said that we could also add for more specificity in the wetlands conservation

area, as well as retention pond?
MR. FISHER: We have the actual acreage, the size. You can -- you know, you can ask for, you know, whatever --
MR. PYLE: As a condition to the approval?
MR. FISHER: Yes.
MS. CAIN: Yes.
MR. FISHER: Yes.
MR. PYLE: Thank you.
Anything else from the Board? Do you have any other questions?
MR. INGWELL: I apologize. I'm a former Marine, so I'm a little bit -- takes me a little bit longer to hook up on things.
But the wetlands, again, do we have an Army Corps overlay or FDEP overlay?
MR. FISHER: The county has zoning. The county has as their county observance overlay. And what was depicted wasn't really on the site, except I believe for the right corner, there's a little bit of wetlands where that pond is to the north, so there really are no wetlands that pick up.
That's why we do a site-specific survey where a consultant goes out there and picks --

you know, tests the soil out there and looks for creatures of some sort.
And they bring that study back. And we have to review that, or depending on what -- you know, what they said in that development letter, then we have that here and say, "You have to protect this area as well." And we have not got that because they have not got to that stage to really submit beyond this.
MR. PYLE: And this would not supersede that process.
MR. FISHER: Correct.
MR. INGWELL: Well, I do have one more question for Mr. Rector.
What impacts on the layout, the development, would it have if the variations do not go through, i.e., the 70 to 60 foot and the 25 to 20 foot?
MR. RECTOR: What's the question specifically on that?
MR. INGWELL: The question is: How would the picture of the developments change if the width stayed at 70 feet and the . . . well, the 25 remained at 25 feet?
MR. RECTOR: Well, there are a number of

iterations that would result from that. I mean --
MR. INGWELL: But essentially, that's all we're asking -- looking at today, is the variances listed --
MR. RECTOR: Yeah. I mean, but . . .
MR. INGWELL: -- as a variation, if it were, essentially being asked to vote on today.
MR. RECTOR: But this -- but this configuration right now is to show with no impacts on the wetlands, or anything like that.
If a person were to develop this, in theory, doing the current 70-foot lots, they could propose to try to get the density they want and propose impacting the wetlands, go through the process with the Water Management District, the Army Corps, with DEP and impact wetlands in there, and to get the density they want. So that's how it could impact this layout.
You could see this layout, but where this observation easement that is in the northeast corner, there could be lots there.
And the area that was discussed over here along Rebel Road, there could be lots there.

There could be a connection out to Rebel Road, with lots all the way out to there.

So that's one way that it could be impacted, if it was 70 foot, is that you wouldn't see the preservation of the conservation areas there.

MR. PYLE: So the trade-off is going above and beyond on impacts.

MR. JONES: Yes.

MR. PYLE: Obviously, there's probably a reduction in number of lots. However, to this point, a builder could come in and get more density. It would be exactly the opposite of what I think most of the people around the retention pond --

MR. JONES: And Mr. Pyle -- and I -- and I know this is -- and -- and we do want to thank everyone for taking the time to hear these cases. This is what this is all about.

I think there's some type of a thing that you cannot build on wetlands. You can. You can, if -- if there may be some permit that the city requested, you can build up to wetlands.

But in this, they are not. They are -- they are -- they are going -- they're going to

say, "We're going to leave it alone."

Whatever -- whatever the environmental surveys says, whatever it says, so we're not going to touch it.

If -- if it's approved, they cannot -- they cannot touch those areas. But again, in -- generally speaking, you can build and up to wetlands, but in this proposed development, they don't want to. And we're glad of that.

MR. PYLE: Now, Board, do you have any more questions?

Staff, any more input?

MR. FISHER: This may be -- just to clarify one thing that maybe we keep missing here. On this south side, you have this buffer area, these couple strips. Those are -- I mean, ask Joe. Maybe he can clarify what these are for a little bit. Maybe he can clarify some more the open space.

MR. RECTOR: Joe Rector. To this point, it's set aside for being able to get the drainage, and things like that, to be able to get along -- you know, where the water's going to shut off. I mean, just so that we're not intensely building all the way out to the edge

of the property line.

There's going to be -- as the thing gets designed, and we get into that stage of this, there will be adjustments on where those gaps need to be for drainage easements, and things like that.

MR. JONES: Absolutely.

MR. PYLE: So any more questions? Input?

(No response.)

MR. PYLE: If not, the Chair would entertain a motion again. You can alter this as stated by staff with specific areas of concern, if you so desire.

MR. HOWARD: And if we can move to approve and then state with specificity our concerns, such as the wetlands?

MR. PYLE: Yes, sir.

MR. HOWARD: Endangered species?

MR. PYLE: Yes, sir, but remember, this does not supersede any existing environmental impact. It's going to have to be gone through prior to any.

Yes.

MR. HOWARD: I make a motion that we approve. If I may just very briefly say one --

I think people understand this. There's no perfect solution here. This is a compromise.

People are going to walk away. No one's going to be happy, but that's a sign of a good negotiation, from what I was taught many years ago.

The second thing is this, is that you have to strike a balance. Mr. Rector tried back in December. There was not a zoning modification there. They've come back. They proposed this. This is -- this is a constricted plan.

They could go more. There are people who need homes in this county. We need to put property on the tax rolls to support the schools and others. So there's that.

Another thing to mention is this: This is not -- we just have to look at the four corners of what we've been charged to do, which is approve the PUD or to reject it. As presented, per comments, I find it an acceptable plan.

The other thing I'll offer is this: He's trying -- I think I would offer to you Mr. Rector is attempting to meet stakeholders halfway.

There will be other iterations to review

and other forms of comment. And I can say this: If and when they find endangered species, assuming the DPA, and other forms of environmental protection, that will stop things cold. The county has no say in that.

Now you're talking state and federal interests.

MR. JONES: Absolutely.

MR. HOWARD: And so that's why I move we approve.

MR. PYLE: Let's restate your motion again, please.

MR. HOWARD: I move we approve as presented, sir.

MR. PYLE: The motion is that it be approved.

MR. RUSHING: I'll second.

MR. PYLE: I have a motion for approval of the PUD and a second.

All those in favor, please signify by raising your hand.

(All hands raised.)

MR. PYLE: All those opposed?

MR. INGWELL: Opposed.

MR. PYLE: Motion approved, with one

dissenting vote.

So with that, we will conclude the meeting and take a ten-minute biological break and come back for our regularly scheduled Planning Board Meeting.

(Hearing concluded at 10:12 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing hearing proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11957 **Growth Management Report 16. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 04/06/2017
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5; Lot Widths
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Section 3-2.5, Site and Building Requirements, Lot Widths

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.5 “Low Density Residential District (LDR),” to modify "Site And Building Requirements; Lot Width".

BACKGROUND:

These proposed changes are to modify "Site Building Requirements" reducing the "Lot Width" requirement from 70 feet to 60 feet in the Low Density Residential (LDR) zoning category in the Land Development Code.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the 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
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance LDR Lot Widths to 60FT

Date: 01-27-17

Date requested back by: 02-09-2017

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 1/30/2017

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

- See note page 2- should reference FL Statutes 2016 Not 2015.
- See changes to language in WHEREAS clause

ORDINANCE NUMBER 2017-____

AN ORDINANCE 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, SECTION 3-2.5 "LOW DENSITY RESIDENTIAL DISTRICT (LDR)," TO MODIFY "SITE AND BUILDING REQUIREMENTS; LOT WIDTH" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for site and building requirements, lot width in the unincorporated areas of the County pursuant to general law; and

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

WHEREAS, the Escambia County Board of County Commissioners further finds that modifying the lot width requirements throughout the unincorporated areas of the County promotes the efficient regulation of land use;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.3 "Low density Residential District (LDR)," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.5 Low Density Residential district (LDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and ~~70~~ 60 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the front building line, whichever is greater, but not required to exceed 15 feet.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

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.

Section3. 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 (2016); 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," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2017-____

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(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and ~~70~~ 60 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in the front and rear.

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a. **Horse shelters.** Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. **Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

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INTENTIONALLY LEFT BLANK

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11956 **Growth Management Report** **16. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Action Item - Construction of Docks and Piers on Right-of-Way
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
A Public Hearing Concerning Construction of a Pier on County Right-of-Way

That the Board review and approve the application of David and Alyssa Brandeberry for permitting of a dock on right-of-way located at 2125 Bainbridge Avenue, Pensacola, FL 32507, Parcel I.D. # 35-2S-31-1000-015-035, that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County per the Land Development Code (LDC) 3-1(g).

BACKGROUND:
On August 8, 2013, the Board adopted Ordinance 2013-37 to establish a process to obtain permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County upon authorization by the Board of County Commissioners.

This change to the LDC was based upon the fact that there are platted subdivisions that dedicate waterfront right-of-way to the public and in some instances the County has not accepted these dedications. Upland property owners often desire to build docks, piers, and similar structures on or across the area dedicated to the public.

The submitted application has been reviewed by the Development Services Department staff and has been found to meet all of the criteria required for the issuance of this permit.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Certificate authorizing the permit.

IMPLEMENTATION/COORDINATION:

The authorization shall not be construed as a vacation or acceptance of the dedicated right-of-way.

Attachments

Application

Site Plan

Environmental Impact Report

Order Approving Application for a Permit Authorizing Construction of a Dock or Pier on Right-of-Way

---

February 23, 2017

David Brandeberry
2125 Bainbridge Avenue
Pensacola, FL 32507

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

RE: Request for Dock and Pier on County Right-of-Way

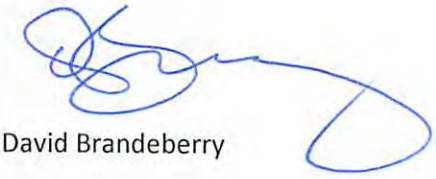
To Whom It May Concern:

This letter is to request the board to authorize issuance of permits to build a private dock and pier on the county right-of-way located directly between my property at 2125 Bainbridge Avenue and Bayou Grande. As required in the application, I am addressing all criteria in LDC DSM Article 3-1 (g):

1. The dock and pier are to extend from county right-of-way which is adjacent to my property at 2125 Bainbridge Avenue.
2. No other properties share this same portion of county right-of-way. The addition of a dock and pier will enhance my property and the neighborhood.
3. It is my understanding that this land will not be utilized for future development due to similar dock & pier structures recently built to the East and West of my property.
4. See attached permit drawing created by Wetland Sciences.
5. According to the Environmental Impact Assessment Report created by Wetland Sciences, there will be no negative or adverse environmental impact caused by a dock or pier.

Thank you for your time and consideration.

Sincerely,



David Brandeberry

Enclosures:

- Application for Permits for Docks and Piers on Right-of-Way
- Dock and Pier Permit Drawing
- Environmental Impact Assessment
- Proof of Ownership: 2016 Tax Notice

Development Services Department
Escambia County, Florida

PERMITS FOR DOCKS AND PIERS ON RIGHT-OF-WAY

CRITERIA

According to DSM Article 3-1(g) of the Escambia County Land Development Code, Permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County, shall be issued only upon authorization by the Board of County Commissioners.

The Board may authorize issuance of such permits after considering all relevant factors, including, but not limited to, the following:

1) Whether the applicant has adequately demonstrated that they hold all necessary interest in the dedicated area where the dock or pier will be constructed;

2) Whether construction of the dock or pier would have an adverse impact on adjacent properties;

3) Whether the dedicated area is or will be needed for development of a public right-of-way or other infrastructure in the foreseeable future;

4) Whether the geography and configuration of the property is suited for construction of a dock or pier; and

5) Whether construction of a dock or pier would have an adverse environmental impact on the shoreline or adjacent water body.

6) However, neither authorization nor denial of a permit for construction of a dock or pier by the Board shall be construed as a vacation or acceptance of the dedication. This provision may be applied retroactively to allow permitting of existing docks or piers that were never properly permitted.

***NOTE*: THE REFERENCED CRITERIA MUST BE ADDRESSED IN THE APPLICANT'S LETTER OF REQUEST.**

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

Development Services Department
Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal
Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application form and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal
It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing. In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed. An incomplete application will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

Upon receipt of a completed application, staff will produce findings regarding the criteria outlined in LDC DSM Article 3-1 (g) and will schedule you for the next available BCC meeting.

No guarantee is made for the approval of any petition.

APPLICATION ATTACHMENTS CHECKLIST

✓ 1. Original letter of request, addressing all criteria for the request as outlined in LDC DSM Article 3-1 (g) (dated, signed & notarized – notarization is only necessary if an agent will be used).

✓ 2. Application filled out completely, which consists of the following:

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

a) Application/Owner Certification Form - Notarized Original (signatures of ALL legal owners or authorized agent are required)

b) Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (signatures of ALL legal owners are required)

✓ 3. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.

✓ 4. Legal Description of Property Street Address / Property Reference Number

✓ 5. Site Plan drawn to scale showing the proposed structure(s).

Development Services Department
Escambia County, Florida

APPLICATION

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

Owner(s) Name: David M Brandeberry, Alyssa Lyn Brandeberry Phone: 850-375-9050

Address: 2125 Bainbridge Avenue, Pensacola, FL 32507 Email: dbrandeberry@gmail.com

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

Property Address: 2125 Bainbridge Avenue, Pensacola, FL 32507

Property Reference Number(s)/Legal Description:

LTS 15 16 BLK 35 BEACH HAVEN PLAT DB 46 P 51 OR 7511 P 757 SEC 54/35 T 2S R 30/31

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.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
	David M Brandeberry	3-13-17
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 13th day of March 20 17

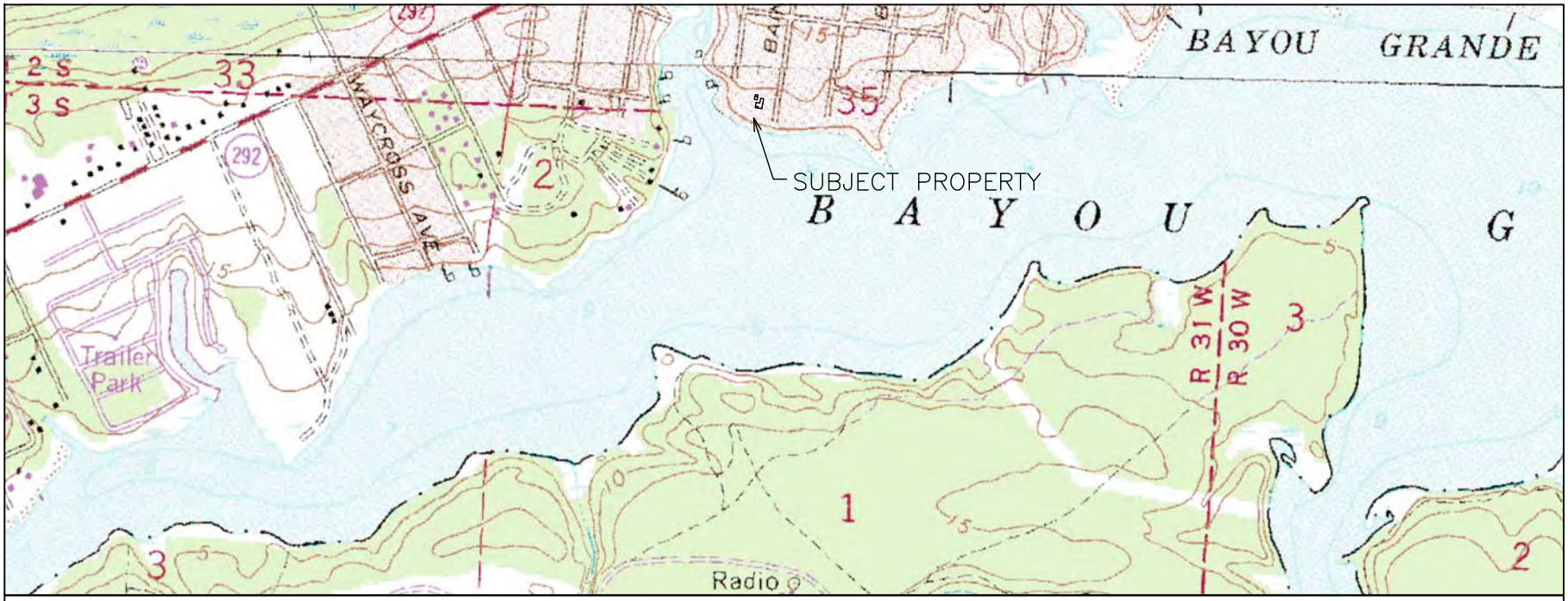
by David Mar Brandeberry.

Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: B653-173-85-181

Signature of Notary	Printed Name of Notary
	Christina Smith

(notary seal must be affixed)

CHRISTINA L. SMITH
Commission # FF 935239
Expires November 11, 2019
Bonded Thru Troy Fain Insurance 800-385-7019



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING WEST ON GARDEN STREET/US-98. TURN LEFT ONTO BARRANCAS AVENUE/FL-292 AND CONTINUE FOR APPROXIMATELY 2.2 MILES. TURN LEFT ONTO BAINBRIDGE AVENUE AND FOLLOW TO END OF STREET. SUBJECT PROPERTY IS LOCATED ON THE LEFT HAND SIDE OF THE ROAD WITH AN ADDRESS OF 2126 BAINBRIDGE AVENUE. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

PARCEL ID#
35-2S-31-1000-015-035
PROPERTY OWNER
DAVID BRANDEBERRY
2125 BAINBRIDGE AVENUE
PENSACOLA, FL 32507

PROJECT LOCATION

2125 BAINBRIDGE AVENUE
PENSACOLA, FL 32507
LAT: 30.374327°
LONG: -87.312124°

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	SITE LOCATION MAP
2	PLAN VIEW DEPICTED ONTO AERIAL
3	PLAN VIEW
4	DOCK DETAILS

WETLAND SCIENCES INCORPORATED
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 2125 BAINBRIDGE AVENUE DOCK	
SITE LOCATION MAP	
PROJECT NO.: 2016-077	
BY: JAT	DATE: 2/24/2016
SHEET: 1 OF 4	

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(IN FEET)



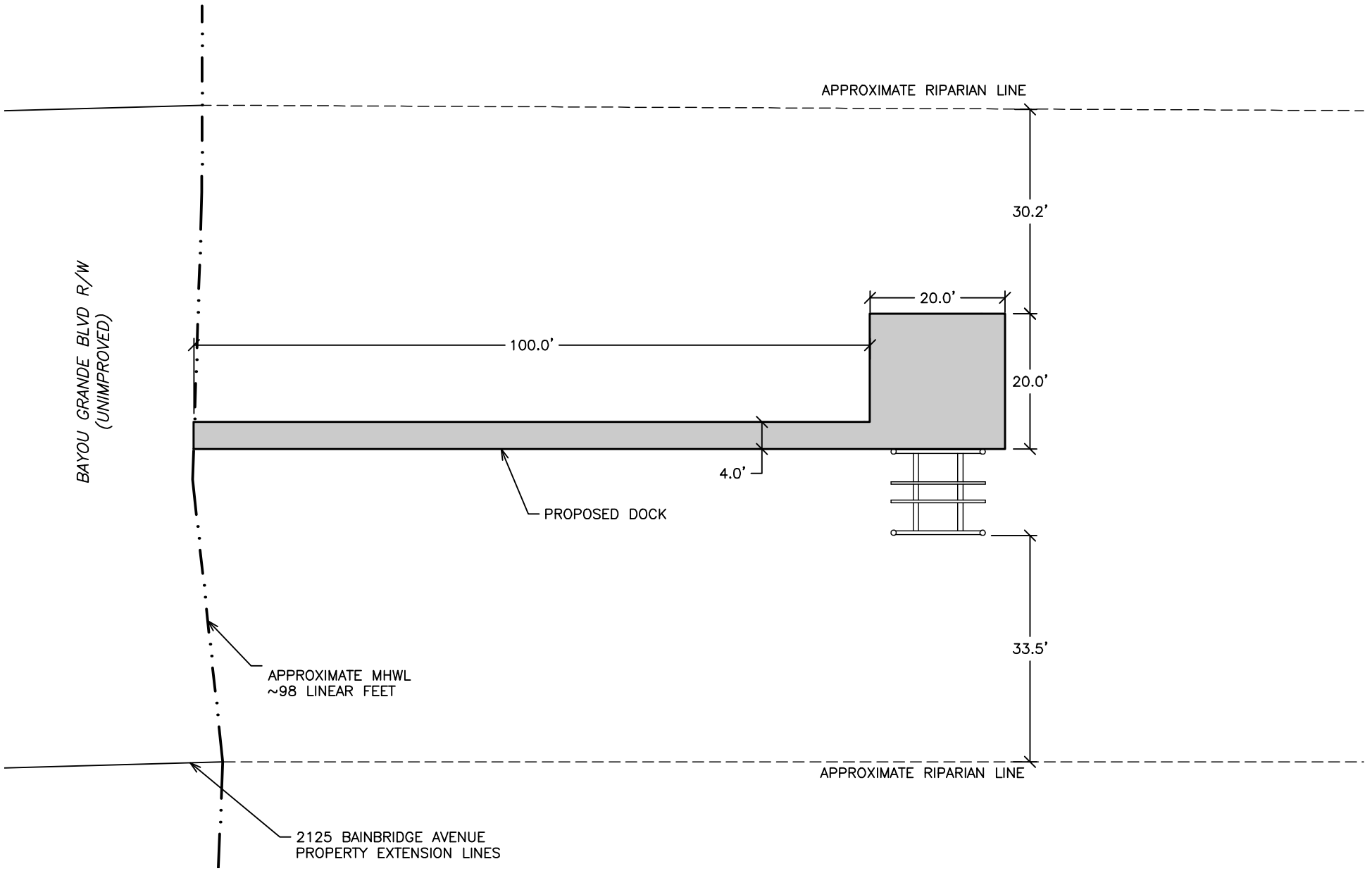
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WETLAND SCIENCES INCORPORATED

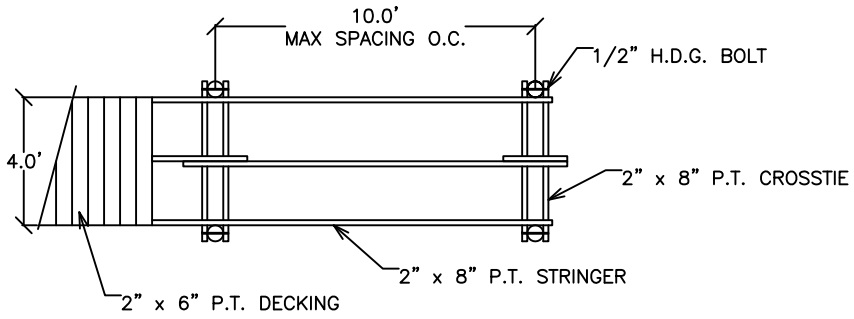
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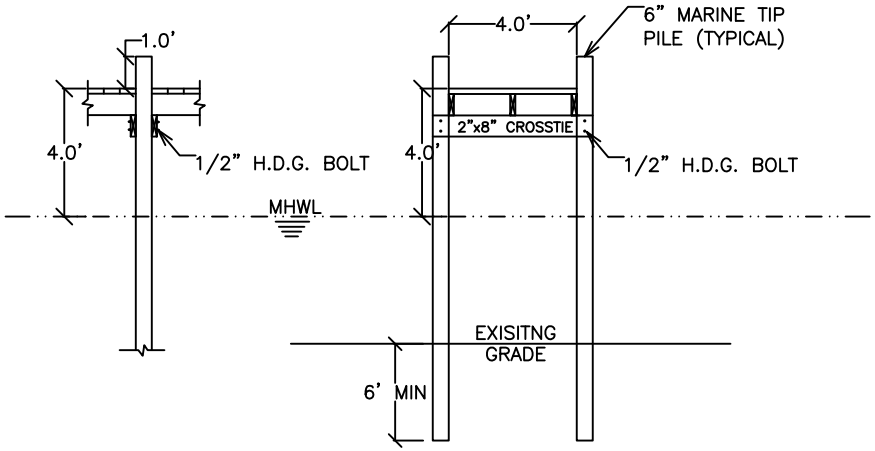
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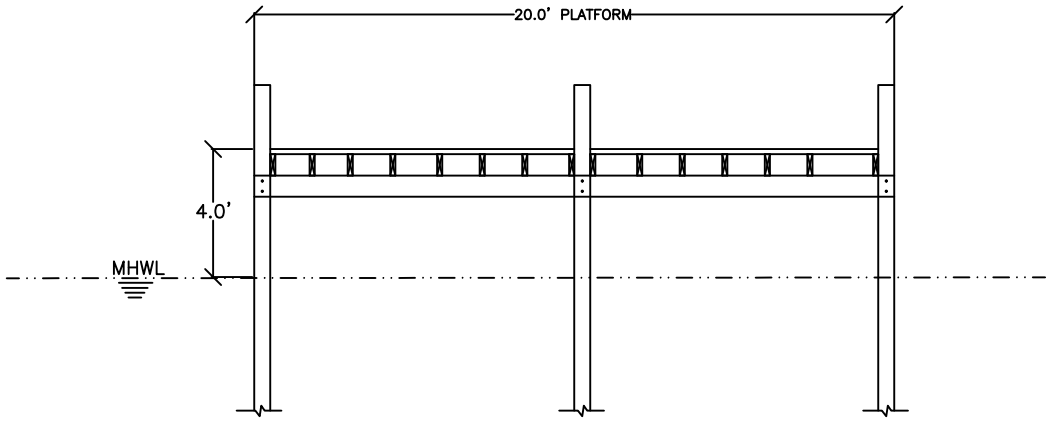
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SHEET:	4 OF 4

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(IN FEET)

March 2, 2017

David Brandeberry
2125 Bainbridge Avenue
Pensacola, FL 32507

Re: ***Environmental Impact Assessment Report***
Bayou Grande Blvd @ 2125 Bainbridge Ave, Pensacola, FL
WSI Project # 2016-077

Dear Mr. Brandeberry,

As requested, Wetland Sciences, Inc. has completed an environmental impact assessment within the limits of an unopened stretch of the Bayou Grande Blvd right-of-way as depicted in the dock permit drawings.

Chapter 2 Article 3.1(g)(5) of the Design Standards Manual of Escambia County Land Development Code requires that Permits for construction of docks and piers on right-of-way that has been dedicated to the public but not yet opened, maintained, or otherwise accepted by the county, shall not have an adverse environmental impact on the shoreline or adjacent waterbody.

Article 5, Section 4-5.2 of the Escambia County LDC defines environmentally sensitive lands as:

1. Wetlands as defined by the State of Florida.
2. Shoreline protection zones as defined in this article.
3. Aquatic preserves and the Escambia River Wildlife Management Area as defined or authorized by Florida Statutes.
4. Outstanding Florida Waters as listed in the rules of Florida Administrative Code (Ch. 62-302.700).
5. Habitats of threatened and endangered species as defined by the U.S. Fish and Wildlife Service (FWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
6. Essential fish habitat, including seagrasses, defined as those waters and substrate necessary for fish to spawn, breed, feed, or grow to maturity. (See Magnuson-Stevens Act, 16 U.S.C. 1802 (101)).
7. Floodplain areas identified on the Federal Emergency Management Agency's Flood Insurance Rate Map as areas of special flood hazard subject to a one percent or greater annual chance of flooding.
8. Wellhead protection areas as defined in this article, including potable water wells, cones of influence, and potable water well fields. (9) Surface waters identified as impaired under Section 303(d) of the Clean Water Act

There is a fringing salt marsh located just waterward of the mean high water line. This emergent salt marsh is dominated by smooth cordgrass (*Spartina alterniflora*). These wetlands under the regulatory jurisdiction of the Florida Department of Environmental Protection, the Northwest Florida Water Management District, and Escambia County.

A Marine, Estuarine, Riverine Setback (MERS) will be required by Escambia County. The estuarine shoreline protection zone extends 15 feet landward from the mean high water line. Docks and piers that

are necessary for water dependent and water related uses may be permitted within the shoreline protection zone

The subject property is not located within an Aquatic Preserve or Outstanding Florida Waters.

No state or federally listed plant or animal species and or designated habitats were confirmed as residing or existing within the subject property.

The subject property does not include any essential fish habitat identified or defined by the Magnuson-Stevens Act.

The subject property is not located within either a 7- or 20-year Well Head Protection Zone.

The property is located within Flood Zone AE (El 8) as depicted on FEMA Flood Zone Panel 12033C0531G, effective 09/29/2006.

This concludes our findings. The information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with an approximation of the status of natural resources on the site under consideration.

If you have any questions, please do not hesitate to me at (850) 453-4700.

Respectfully,

WETLAND SCIENCES, INC.



Jason Taylor
Environmental Scientist

Enclosures: As indicated

THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

ORDER APPROVING APPLICATION FOR A PERMIT AUTHORIZING CONSTRUCTION OF A DOCK OR PIER ON RIGHT-OF-WAY

At its April 6, 2017 Public Hearing, the Escambia County Board of County Commissioners approved the application of David and Alyssa Brandeberry for the construction of a dock on right-of-way as shown in the attached plans for the following location:

Location:	**2125 Bainbridge Ave.**
Parcel Number:	**35-2S-31-1000-015-035**
Subdivision:	**Beach Haven**
Applicant/Owner:	**David and Alyssa Brandeberry**

This authorization shall not be construed as a vacation or acceptance of the dedicated right-of-way.

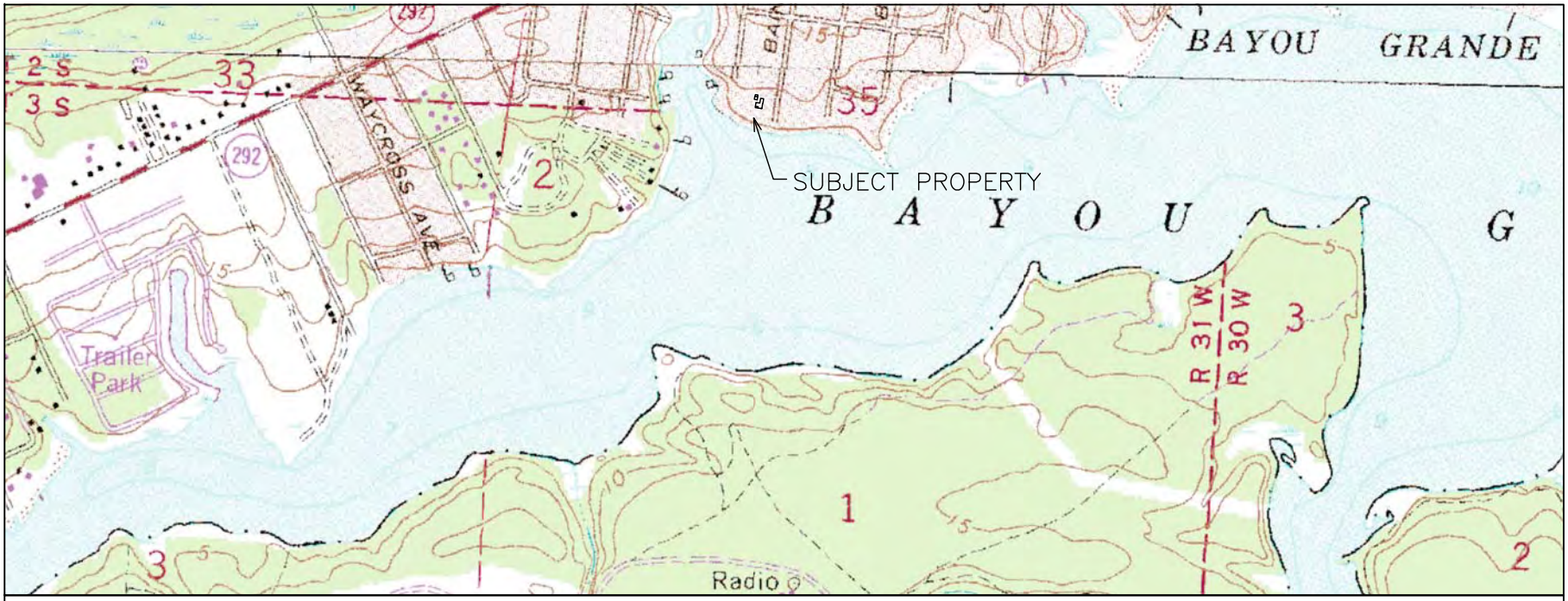
ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
Board of County Commissioners

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk to the Court

_____
Deputy Clerk

(SEAL)



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING WEST ON GARDEN STREET/US-98. TURN LEFT ONTO BARRANCAS AVENUE/FL-292 AND CONTINUE FOR APPROXIMATELY 2.2 MILES. TURN LEFT ONTO BAINBRIDGE AVENUE AND FOLLOW TO END OF STREET. SUBJECT PROPERTY IS LOCATED ON THE LEFT HAND SIDE OF THE ROAD WITH AN ADDRESS OF 2126 BAINBRIDGE AVENUE. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

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35-2S-31-1000-015-035
PROPERTY OWNER
DAVID BRANDEBERRY
2125 BAINBRIDGE AVENUE
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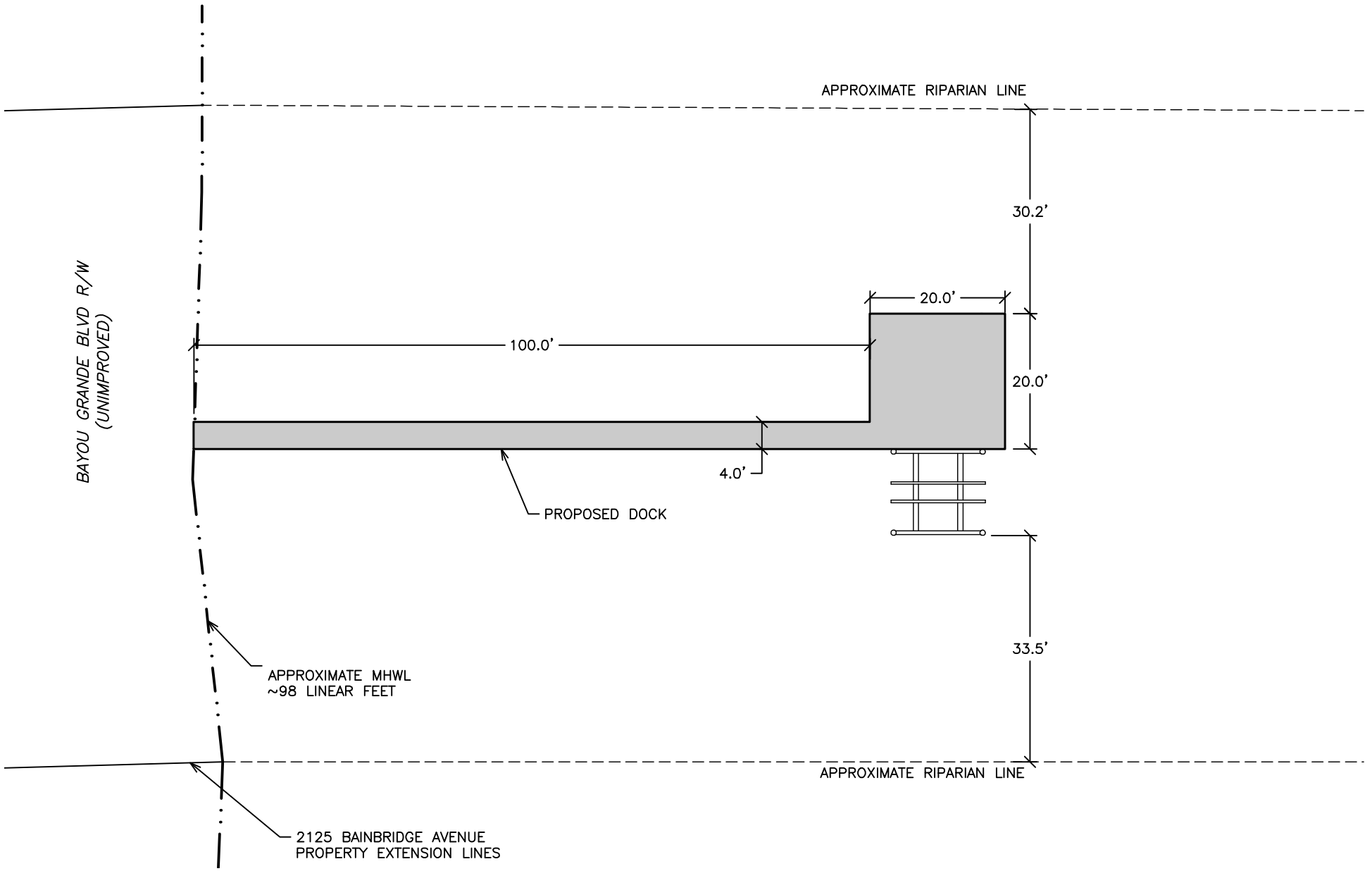
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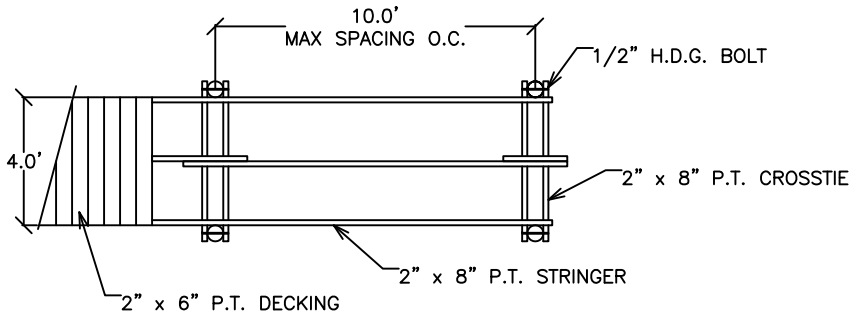
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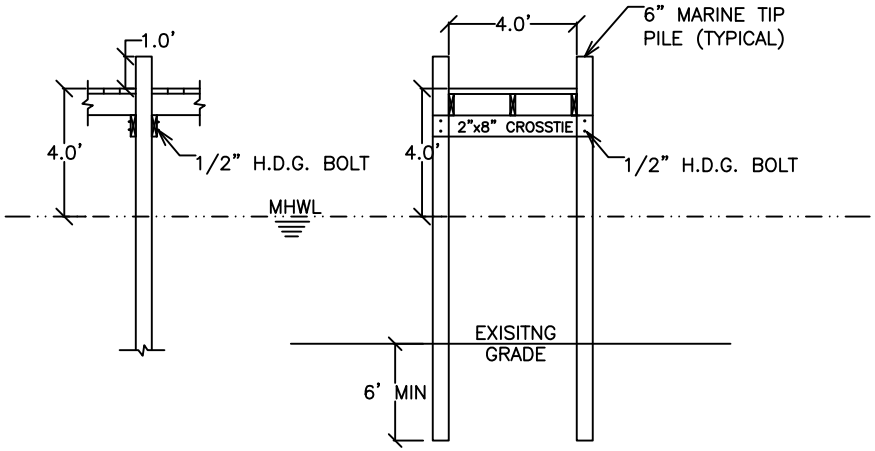
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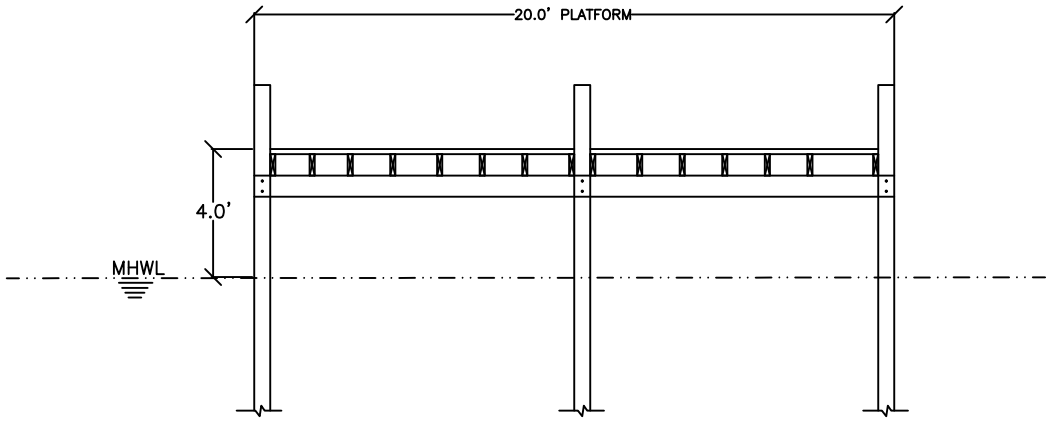
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SHEET:	4 OF 4

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(IN FEET)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11935 **Growth Management Report** **16. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 04/06/2017
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 Hearings:

A. April 20, 2017

1. 5:45 p.m. - A Public Hearing - Large Scale Map Amendment 2016-04 - McDonalds Property (second of two public hearings)

Summary: Large Scale Map Amendment changing the Future Land Use from Mixed-Use Urban and Commercial to Public.

2. 5:46 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case heard by the Planning Board on January 3, 2017.

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

Requested by: Escambia County, Owner

B. May 4, 2017

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on April 4, 2017.

a.	**Case No.:**	***Z-2016-13***
	Address:	6013 Hilburn Road
	Property Reference No.:	29-1S-30-1504-000-000
	From:	HDR, High Density Residential district (18 du/acre)
	To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District:	3
	Requested by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
b.	**Case No.:**	***Z-2017-02***
	Address:	1300 Block Blue Angel Parkway
	Property Reference No.:	12-2S-31-3404-000-000
	From:	MDR, Medium Density Residential district (10 du/acre)
	To:	HDMU, High Density Mixed-use district (25 du/acre)
	FLU Category:	MU-S, Mixed-Use Suburban
	Commissioner District:	1
	Requested by:	Joseph Dhaiti, Agent for Katia Lamothe, Owner
c.	**Case No.:**	***Z-2017-03***
	Address:	101 Beverly Parkway
	Property Reference No.:	46-1S-30-2001-024-018
	From:	HDMU, High Density Mixed-use district (25 du/acre)
	To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre, lodging unit density not limited by zoning)
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District:	3
	Requested by:	Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner

2. 5:46 p.m. - A Public Hearing - Armored Shoreline Ordinance

Summary: The LDC requirements for armored shorelines are designed to address the impacts associated with the construction of new armored shorelines. The current code language does not address replacing this type of structure given that the impacts are already in place.

3. 5:47 p.m. - A Public Hearing - Coastal High Hazard Areas Ordinance

Summary: Designating specific areas of Perdido Key, fronting the Gulf of Mexico, as Coastal High Hazard Areas, a requirement for all new proposed development to use velocity zone (V zone) construction standards, regardless of FEMA flood zone designation. V zone construction standards application will result in enhanced protection for the citizens, business and structures on Perdido Key by providing for the reduction of effects derived from reflection and channelization of flow thus minimizing erosion and scour around the structure and mitigating impacts to adjacent properties; it may also result on improved flood insurance rates for property owners.

4. 5:48 p.m. - A Public Hearing - Vested Rights Determination 2017-01 - 9300 Block Gibson Road

Summary: The Applicant is seeking to be vested with development rights for a non-conforming, 5 acre parcel in Ag zoning.

5. 5:49 p.m. - A Public Hearing - Lots Divided by Right of Way Ordinance

Summary: Amendment to clarify application of site and building requirements to lots created through division of a lot of record by public right-of-way.

6. 5:50 p.m. - A Public Hearing - Scenic Highway Overlay Ordinance

Summary: The Scenic Highway Overlay District was adopted in 1999 (Ord. 99-12) and has served to protect the unique scenic vista along the Scenic Highway corridor. Staff has been directed to review and modify this LDC section as needed to address concerns that have arisen since that time. This proposed change will strengthen the protections in place by refining the setback for structures along the right-of-way.

7. 5:51 p.m. - A Public Hearing - CPA-2016-03 - Limited Ag Uses Definition (second of two public hearings)

Summary: Including the definition for limited agricultural uses in the Comprehensive Plan is the result of a technical recommendation received from DEO staff to ensure the Future Land Use agricultural allowances are specifically described within the definitions chapter.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11906 **County Administrator's Report 16. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: Volume Licensing Agreements with Microsoft Corporation
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Volume Licensing Agreement with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Volume Licensing Agreement with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement Number 01E73902 for the Board of County Commissioners (BCC), which includes the Amendment to Contract Documents for the Enterprise Enrollment Yammer for GCC Amendment ID M318 Enrollment Number 83277094, 000-shaylari-0021; and

B. Authorize the Chairman to execute all documents related to the acceptance of the Volume Licensing Agreement, which includes the Amendment to Contract Documents Enterprise Enrollment Yammer for GCC, Amendment ID M318, with Microsoft Corporation, without further action of the Board.

[Funding: No Charge]

BACKGROUND:

The documents will add the Microsoft Yammer service to the existing Microsoft Enterprise Agreement at no charge. Yammer is a collaboration tool that allows for sharing and communication in real time for projects and teams.

BUDGETARY IMPACT:

No budget impact

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has approved the Volume Licensing Agreements, and Amendment to Contract Documents Enterprise Enrollment Yammer for GCC, Amendment ID M318 for form and legal sufficiency

PERSONNEL:

No additional personnel are anticipated for the implementation of this Enterprise Agreement

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article ll, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

Volume Licensing Agreement

Amendment to Contract Documents

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73902

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M318 (83277094)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Escambia County Board of County Commissioners
Signature* _____
Printed First and Last Name* D. B. Underhill
Printed Title Chairman, Board of County Commissioners, Escambia County, Florida
Signature Date*
Tax ID

** indicates required field*

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title:
Date: 2/23/13

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number *Microsoft to Complete*	83277094	000-shaylari-0021

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Yammer for GCC
Amendment ID M318

This amendment ("Amendment") is entered into between the parties identified on the signature form for the enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

1. Defined terms.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

2. Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government E1 (formerly G1)
- Office 365 Government E3 (formerly G3)
- Office 365 Government E4 (formerly G4)

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) the term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016 , except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

In the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate's Reseller for the applicable SKU at $0,

for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites. Enrolled Affiliate may be required to issue a purchase order to its Reseller for this.

In the event that Enrolled Affiliate adds more USLs for Qualifying Office 365-G Suites to its Enterprise during the remainder of the Enrollment's term, it may request additional Yammer Enterprise USLs for the users of such Suite USLs provided that the Yammer Enterprise is still made available.. Such addition may require Enrolled Affiliate to execute an additional Amendment, which will be consistent with the terms and conditions of this Amendment.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise at $0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer breaches any obligation in this Amendment. As of January 1, 2017, Microsoft also shall have the right to terminate this Amendment and Yammer Enterprise, without cause, upon 30days' written notice.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M318)EnrAmend(Yammer for GCC)(WW)(ENG)(Jan2017)(CR).docx		M318	Blue

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11974 **County Administrator's Report 16. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: Disposition of Property
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reasons for disposition stated. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.
This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures
for Disposition of County Property

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will
remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court.
The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Request for disposition 1
Request for disposition 2
Request for disposition 3
Request for disposition 4
Request for disposition 5
Request for disposition 6
Request for disposition 7

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52606	Dell laptop computer	FPBFQ31	D500	2003	Obsolete/Bad
Y	53962	Dell laptop computer	GNZPH71	D505	2005	Obsolete/Bad
Y	53965	Dell laptop computer	FZ6XM71	D505	2005	Obsolete/Bad
Y	54566	Dell desktop computer	4MW8N81	SX280	2005	Obsolete/Bad
Y	54701	Dell desktop computer	DL9W591	GX620	2006	Obsolete/Bad
Y	54970	Dell desktop computer	EB3G0B1	GX620	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55527	Dell desktop computer	2XQ36C1	GX620	2006	Obsolete/Bad
Y	55528	Dell desktop computer	72R36C1	GX620	2006	Obsolete/Bad
Y	55799	Dell desktop computer	DHMGQC1	Optiplex 745	2007	Obsolete/Bad
Y	55802	Dell desktop computer	8KMGQC1	Optiplex 745	2007	Obsolete/Bad
Y	55903	Dell desktop computer	8209SC1	Optiplex 745	2007	Obsolete/Bad
Y	56391	Dell desktop computer	GMW9CD1	Optiplex 745	2007	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56801	Dell desktop computer	6CCF0F1	Optiplex 745	2007	Obsolete/Bad
Y	56449	Dell laptop computer	H7F7GD1	D520	2007	Obsolete/Bad
Y	56777	Dell laptop computer	21MWVD1	D520	2007	Obsolete/Bad
Y	56878	Dell laptop computerr	2RYW5F1	D520	2007	Obsolete/Bad
Y	55719	Dell laptop computer	JTBZHC1	D820	2007	Obsolete/Bad
Y	55589	Dell desktop computer	HKJM9C1	GX620	2007	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55591	Dell desktop computer	GTJM9C1	GX620	2007	Obsolete/Bad
Y	55749	Dell desktop computer	19HKLC1	Precision 380	2007	Obsolete/Bad
Y	56997	Dell desktop computer	94JPGF1	Optiplex 755	2008	Obsolete/Bad
Y	57801	3Kcomputer laptop computer	SY7041603166	713R	2008	Obsolete/Bad
Y	57000	Dell desktop computer	645JPGF1	Optiplex 755	2008	Obsolete/Bad
Y	57001	Dell desktop computer	C4JPGF1	Optiplex 755	2008	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57067	Dell desktop computer	77JNSF1	Optiplex 755	2008	Obsolete/Bad
Y	57830	Dell desktop computer	HM3XZG1	Optiplex 755	2008	Obsolete/Bad
Y	57217	Dell laptop computer	GWQPTF1	D520	2008	Obsolete/Bad
Y	58160	Dell laptop computer	4DX63B1	D610	2008	Obsolete/Bad
Y	58198	Dell laptop computer	J9073B1	D610	2008	Obsolete/Bad
Y	58380	Dell desktop computer	8VPCDK1	Optiplex 760	2009	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58385	Dell desktop computer	8VP8DK1	Optiplex 760	2009	Obsolete/Bad
Y	58391	Dell desktop computer	8W89DK1	Optiplex 760	2009	Obsolete/Bad
Y	58115	Dell laptop computer	GTMX3J1	D630	2009	Obsolete/Bad
Y	58899	Dell laptop computer	47JNWM1	E5510	2010	Obsolete/Bad
Y	58902	Dell laptop computer	67JNWM1	E5510	2010	Obsolete/Bad
Y	58905	Dell laptop computer	F6JNWM1	E5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher DATE: 3/22/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-1678

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58945	Dell laptop computer	7YJNWM1	E5510	2010	Obsolete/Bad
Y	60004	Dell laptop computer	F6DKVV1	E5520	2012	Obsolete/Bad
Y	59533	Dell laptop computer	578DCT1	M4600	2012	Obsolete/Bad
Y	54637	Cisco Catalyst Switch	CAT0939R0ZH	3750	2005	Obsolete/Bad
Y	55476	Dell Desktop computer	8V1Y2C1	Precision 390	2006	Obsolete/Bad
Y	56824	Dell laptop computer	FRZL2F1	D520	2007	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 3/22/17 Information Technology Technician Signature:

Date: 3/22/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Shawn Fletcher

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 4/6/17

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11977 **County Administrator's Report 16. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: Noise Waiver for the Outdoor "Mullet Toss" Event at the Flora-Bama Lounge on Perdido Key
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Outdoor "Mullet Toss" Event to be Held Behind the Flora-Bama Lounge, Gulf Side on Perdido Key Drive - Tim Tolbert, Building Official/Department Director

That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the outdoor "Mullet Toss" Event to be held behind the Flora-Bama Lounge, Gulf side on Perdido Key Drive, from 9:00 a.m., through 10:00 p.m., beginning Friday, April 28, 2017, through Sunday, April 30, 2017.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23,

2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application
Site Photo

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place
Pensacola, FL 32522
(850) 595-3559 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT APPLICATION
Waiver to Noise Ordinance

Permit Number: SE 170302968	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Flora-Bama Lounge	**Phone Number:** 850-492-0611	
Owner's Name: Cameron Price (sp. Events Coordinator Jessica Langston)	**Phone Number:** 850-483-6256/850-483-6267	
Owner's Address: 17401 Perdido Key Dr.		
City: Pensacola	**State:** FL	**Zip Code:** 32507
Job Address: Same		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 4/28-30	***Description of Activity:*** Mullet Toss: amplified music and Mullet Toss throw announcements
Beginning Time: 9a.m. ***Ending Time:*** 10p.m.	

Remarks or Comments:

Driving Directions: West on Perdido Key Dr., turn left at Flora-Bama, located just South of Flora-Bama on beach

Escrow Account Number:	***Date:*** 3/6/17
Applicant Signature: Jessica Langston	


Jeep
Break Thru
Mullet Toss Course
chairs
200'
15m round
Red Ball Tent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11966 **County Administrator's Report 16. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: Noise Waiver for Fireworks for Pensacola Country Club Wedding
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Exhibition for an Outdoor Wedding Reception to Be Held at the Pensacola Country Club - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the ending time from 10:00 p.m., to 10:15 p.m., for a fireworks exhibition for an outdoor wedding reception to be held at the Pensacola Country Club on Saturday, April 29, 2017.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has
authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards

within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application
Site Photo
Evidence of Firework Exhibition

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Building Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 – FAX
Email: buildinginspections@myescambia.com
Email: www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: SE 1703026431	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 423-566-5729
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 800-662-1331
Owner's Address: P.O. Box 1776, 115 North First Street		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Off shore at Pensacola Country Club, 1500 Bayshore Dr. Pensacola FL 32507		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 4-29-2017	***Description of Activity:***
Beginning Time: 10:00 PM ***Ending Time:*** 10:15 PM	Finneran Wedding

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 2/27/2017
Applicant Signature:	

400.4



Show Name: Pensacola Country Club
Wedding

Show Location: Pensacola Country Club
Show Time: 10:00 PM
Show Date: April 29, 2017
Rain Date: N/A

Maximum Shell Size: 3"
Safety Fallout Radius: 210'

No Storage Required
Approx Coordinates: 30 23'04.55"N
87 15'35.65"W

Pyro Shows, Inc. 12/7/2016
800-662-1331 LEH/sb

Hold Harmless and Indemnification Agreement

(Fireworks Exhibition)

This Hold Harmless and Indemnification Agreement is entered into this 17th day of January, 20 16, between Escambia County ("County"), a political subdivision of the State of Florida and Pat Finneran (Groom) (Additional Party, if Applicable), and Pyro Shows Inc. ("Contractor"), authorized to do business in the State of Florida.

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor shall hold harmless the County and Pat Finneran (Groom) (Additional Party), their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, liability and expenses including costs and attorneys' fees incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the fireworks exhibition off shore at Pensacola Country Club, 1500 Bayshore Drive, Pensacola FL 32507
(Specific Location of Fireworks Exhibition)
on April 29, 2017 at 10:00PM. The Contractor's obligation
(Date of Fireworks Exhibition) *(Time of Fireworks Exhibition)*
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.

2. The Contractor agrees to pay on behalf of the County and Pat Finneran (Groom) (Additional Party), as well as provide a legal defense for them, both of which shall be done only if and when requested by County, for all claims as described in the Paragraph 1, above. Such payment on behalf of County and Pat Finneran (Groom) (Additional Party) shall be in addition to any and all other legal remedies available to County and Pat Finneran (Groom) (Additional Party) and shall not be considered to be their exclusive remedy.

3. In order to ensure the Hold Harmless and Indemnification Agreement provisions set forth above, the Contractor shall obtain the following insurance coverage:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11960 **County Administrator's Report 16. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: CareerSource Escarosa Re-Designation of the Local Workforce Development Area (LWDA)
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Re-Designation of the Local Workforce Development Area - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Re-designation of the Local Workforce Development Area (LWDA) 1 to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at the community level.

BACKGROUND:

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must re-designate local workforce development areas (LWDA) after consultaion with the State Workforce Board, local chief elected officials (CEOs) and local workforce development boards (LWDBs).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity Act (Pub. L. 113-128, Section 106, 107 and 116), Training and Employment Guidance Letter (TEGL No. 19-14), Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act, February 19, 2015.

TEGL No. 27-14, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions, April 15, 2015.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

2017 Redesignation

CareerSource ESCAROSA

careersourceescarosa.com
3670-2A North L Street
Pensacola, FL 32505
p: 850.473.0959 | f: 850.473.0935

Larry Strain
Board Chairman

Cliff J. Krut
Executive Director

CareerSource Escarosa Board Item for Approval

March 2017 Board of County Commissioners Meeting

RE-DESIGNATION OF THE LOCAL WORKFORCE DEVELOPMENT AREA (LWDA)

Description: Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must designate or re-designate local workforce development areas after consultation with the State Workforce Board, local chief elected officials (CEOs) and local workforce development boards (LWDBs).

Requested action: That the County Commissioners of Escambia and Santa Rosa County approve the re-designation of Region 1 as the boundaries of the 2 counties to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at the community level.

AUTHORITY

Workforce Innovation and Opportunity Act (Pub. L. 113-128, Section 106, 107 and 116) Training and Employment Guidance Letter (TEGL No. 19-14), Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act, February 19, 2015

TEGL No. 27-14, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions, April 15, 2015.

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: (877) 889-5627 TDD: (800) 955-8771

APPLICATION FOR SUBSEQUENT LOCAL AREA DESIGNATION

LOCAL AREA INFORMATION	
NAME OF LOCAL AREA	CareerSource Escarosa
LWDB NUMBER	1
DATE OF SUBMISSION	February 24, 2017
CONTACT PERSON	NAME: Cliff J. Krut, CEcD PHONE: 850-473-0939
PERFORMED SUCCESSFULLY	
As is shown in Attachment "A," the above named local area has performed successfully as required in WIOA Section 106(B). By signing below this submission attests that the local area has performed successfully.	
SUSTAINED FISCAL INTEGRITY	
The above named local area has had no findings or misuse of funds from our audit or monitoring reviews for the past two years.	

BY SIGNING BELOW, THE LOCAL CHIEF ELECTED OFFICIAL AND THE LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR CERTIFY THAT THE LOCAL AREA IS ALIGNED WITH LABOR MARKET AREAS, IS ALIGNED WITH ECONOMIC DEVELOPMENT AREAS, HAS PERFORMED SUCCESSFULLY, AND SUSTAINED FISCAL INTEGRITY FOR SUBSEQUENT DESIGNATION OF THE EXISTING LOCAL AREA.

LOCAL CHIEF ELECTED OFFICIAL	LOCAL WORKFORCE BOARD EXECUTIVE DIRECTOR
SIGNATURE	SIGNATURE
NAME D. B. Underhill	NAME Cliff J. Krut, CEcD
TITLE Chairman Escambia County Board of Commissioner	TITLE Executive Director CareerSource Escarosa
DATE	DATE

Approved as to form and legal sufficiency.

By/Title: B Ellis ACA
Date: 03/27/2017

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

COMMON MEASURES

2015 - 2016 FLORIDA WORKFORCE COMMON MEASURES - LWDA 01 PERFORMANCE
PY 2015-2016: July 1, 2015 – June 30, 2016 Outcomes

	Common Measures	Performance 2014-2015	Performance 2015-2016	PY 2015-2016 Performance Goals	% of Performance Goal Met
	Adults:				
1	Entered Employment Rate	86.09%	87.79%	80.50%	109.06%
2	Employment Retention Rate	91.08%	94.27%	94.20%	100.07%
3	Average 6-Months Earnings	$16,436.05	$17,243.22	$14,810.30	116.43%
	Dislocated Workers:				
4	Entered Employment Rate	92.00%	87.69%	91.90%	95.42%
5	Employment Retention Rate	88.24%	96.08%	94.00%	102.21%
6	Average 6-Months Earnings	$17,462.95	$16,169.18	$13,445.30	120.26%
	Youth Common Measures:				
7	Placement in Employment or Education	85.88%	83.33%	80.70%	103.26%
8	Attainment of a Degree or Certificate	81.11%	81.25%	74.29%	109.37%
9	Literacy and Numeracy Gains	51.85%	72.41%	40.00%	181.03%
	Wagner-Peyser:				
10	Entered Employment Rate	54.17%	59.09%	56.00%	105.52%
11	Employment Retention Rate	83.02%	83.34%	79.00%	105.49%
12	Average 6-Months Earnings	$11,836.25	$12,424.00	$11,160.00	111.33%

Not Met (less than 80% of negotiated)
Met (80-100% of negotiated)
Exceeded (greater than 100% of negotiated)

Common Measures

2014 - 2015 FLORIDA WORKFORCE COMMON MEASURES - LWDA 01 PERFORMANCE
PY 2014-2015: July 1, 2014 – June 30, 2015 Outcomes

	Common Measures	Performance 2014-2015	PY 2014-2015 Performance Goals	% of Performance Goal Met	PY 2015-2016 Performance Goals
	Adults:				
1	Entered Employment Rate	**86.09%**	80.50%	106.94%	**80.50%**
2	Employment Retention Rate	**91.08%**	94.20%	96.69%	**94.20%**
3	Average 6-Months Earnings	**$16,436.05**	$14,810.30	110.98%	**$14,810.30**
	Dislocated Workers:				
4	Entered Employment Rate	**92.00%**	91.90%	100.11%	**91.90%**
5	Employment Retention Rate	**88.24%**	94.00%	93.87%	**94.00%**
6	Average 6-Months Earnings	**$17,462.95**	$13,445.30	129.88%	**$13,445.30**
	Youth Common Measures:				
7	Placement in Employment or Education	**85.88%**	80.70%	106.42%	**80.70%**
8	Attainment of a Degree or Certificate	**81.11%**	64.60%	125.56%	**74.29%**
9	Literacy and Numeracy Gains	**51.85%**	48.90%	106.03%	**40.00%**
	Wagner-Peyser:				
10	Entered Employment Rate	**54.17%**	63.50%	85.31%	**56.00%**
11	Employment Retention Rate	**83.02%**	79.00%	105.09%	**79.00%**
12	Average 6-Months Earnings	**$11,836.25**	$11,160.00	106.06%	**$11,160.00**

Not Met (less than 80% of negotiated)
Met (80-100% of negotiated)
Exceeded (greater than 100% of negotiated)

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors,
Workforce Escarosa, Inc. d/b/a CareerSource Escarosa:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa ("CareerSource Escarosa") as of and for the years ended June 30, 2015 and 2014, and the related notes to the financial statements, which collectively comprise CareerSource Escarosa's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

CareerSource Escarosa's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

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Member of AGN International with offices in principal cities worldwide

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of CareerSource Escarosa as of June 30, 2015 and 2014, and the respective changes in financial position, thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise CareerSource Escarosa's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* is presented for purposes of additional analysis and is not a required part of the basic financial statements.

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 14, 2015 on our consideration of CareerSource Escarosa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering CareerSource Escarosa's internal control over financial reporting and compliance.

James Moore & Co., P.L.

Tallahassee, Florida
October 14, 2015

2014-15 Financial Compliance Monitoring Report

CareerSource Escarosa
Regional Workforce Board No. 01

Bureau of Financial Monitoring and Accountability
Florida Department of Economic Opportunity

August 26, 2015

107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
www.floridajobs.org

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

2014-15 Financial Compliance Monitoring Report
CareerSource Escarosa
Regional Workforce Board No. 01
Period Reviewed: July 1, 2014 – June 30, 2015

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I. MONITORING RESULTS

The Bureau of Financial Monitoring and Accountability (FMA) performed financial monitoring procedures based on the DEO 2014-15 RWB Financial Monitoring Tool. The monitoring procedures performed included tests of transaction details, file inspections, and inquiries (1) to determine the status of recommendations from the prior year monitoring visit(s) and (2) to adequately support current year findings, other non-compliance issues and observations. Detailed information for these items is disclosed in the following section of this report.

Summarized below are the results of testing by category as detailed in the DEO 2014-15 RWB Financial Monitoring Tool for the 1st and 3rd Tri-Annual Desk Reviews and 2nd Tri-Annual Onsite Review:

2014-15 Monitoring Results				
Category	**Current Year Findings**	**Current Year Other Non-Compliance Issues**	**Current Year Observations**	**Current Year Technical Assistance Provided**
1.0 – Prior Year Corrective Action Follow-Up	-	-	-	-
2.0 – Financial Management Systems	-	-	-	-
3.0 – Internal Control Environment	-	-	-	-
4.0 – Cash Management and Revenue Recognition	-	-	-	-
5.0 – OSMIS Reporting and Reconciliation	-	-	-	-
6.0 – Prepaid Program Items	-	-	-	-
7.0 – General Ledger and Cost Allocation Statistics	-	-	-	-
8.0 – Payroll and Personnel Activity Report (PAR) Testing	-	-	-	-
9.0 – ETA Salary and Bonus Cap	-	-	-	-
10.0 – Individual Training Accounts (ITAs)	-	-	-	-
11.0 – Purchasing	-	-	-	-
12.0 – Contracting / Contract Monitoring	-	-	-	-
13.0 – Subawarding / Subrecipient Monitoring	-	-	-	-
14.0 – Property Management	-	-	-	-
15.0 – Disbursement Testing	-	-	-	1
Implementation of the New Uniform Guidance Regulations	-	-	-	1
TOTAL	-	-	-	2

II. FINDINGS

1st Tri-Annual Review

There were no findings during the current period.

2nd Tri-Annual Review

There were no findings during the current period.

3rd Tri-Annual Review

There were no findings during the current period.

III. OTHER NON-COMPLIANCE ISSUES

1st Tri-Annual Review

There were no other non-compliance issues during the current period.

2nd Tri-Annual Review

There were no other non-compliance issues during the current period.

3rd Tri-Annual Review

There were no other non-compliance issues during the current period.

IV. OBSERVATIONS

1st Tri-Annual Review

There were no observations during the current period.

2nd Tri-Annual Review

There were no observations during the current period.

3rd Tri-Annual Review

There were no observations during the current period.

V. TECHNICAL ASSISTANCE

1st Tri-Annual Review

Technical Assistance Item # 1

Category: Disbursement Testing

Condition: We noted that the RWB purchased Subway sandwich and cookie platters for employers participating in a job fair and charged the items to the One Stop Cost Pool.

The RWB explained the expenditure and provided confirmation via email that the food was not purchased for RWB staff, but for only participating employers.

Criteria: *F.S. 445.007(10)* states, "State and federal funds provided to the regional workforce boards may not be used directly or indirectly to pay for meals, food, or beverages for board members, staff, or employees of regional workforce boards, Workforce Florida, Inc., or the Department of Economic Opportunity except as expressly authorized by state law."

Technical Assistance/Recommendation(s): While state statute does not specifically prohibit this purchase, CareerSource Florida has specifically authorized the purchase of food and beverages only from WIA Youth funds via DEO Policy FG-071. It is recommended that future purchases of this nature be paid for with unrestricted funds or that specific guidance be sought from CareerSource Florida on this issue.

2nd Tri-Annual Review

Technical Assistance Item # 2

Category: Implementation of the New Uniform Guidance Regulations

Condition: On December 15, 2014, the Department of Labor (DOL) issued its Final Rule entitled *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 2900) adopting the OMB Rule (2 CFR 200) with DOL Exceptions and issued Training and Employment Guidance Letter (TEGL) No. 15-14 to provide guidance to Employment and Training Administration (ETA) grantees. During our review of the current policies, procedures, contracts, subawards, and property records, we noted that some changes will be needed to comply with the new Uniform Guidance.

Technical Assistance/Recommendation: DEO discussed some changes that should be implemented to comply with the new Uniform Guidance during the site visit and recommended that the RWB plan to update its policies and procedures over purchasing, contracting, subawarding, and property management and property records to ensure compliance with the Uniform Guidance (2 CFR 200) and DOL Exceptions (2 CFR 2900).

3rd Tri-Annual Review

No technical assistance was provided during the current period.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12004 **County Administrator's Report 16. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/06/2017
Issue: Authorize the Scheduling of a Public Hearing to Consider Adopting an Ordinance Amending Sections 82-1, 82-167, and 82-225 of the Escambia Code of Ord
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Adopting an Ordinance Relating to Solid Waste, Amending Definitions Related to Land Clearing Debris and Yard Trash - Patrick T. Johnson, Waste Services Department Director

That the Board authorize the scheduling of a Public Hearing on Thursday, April 20, 2017, at 5:31 p.m., to consider adopting an Ordinance amending Chapter 82, Article I, Sections 82-1, 82-167, and 82-225 of the Escambia County Code of Ordinances relating to Solid Waste, amending definitions related to Land Clearing Debris and Yard Trash.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The proposed Ordinance will be advertised in the Saturday, April 8, 2017, edition of the Pensacola News Journal. Upon approval, a copy of the Ordinance will be filed with the Department of State.

Attachments

Draft LCD and Yard Trash Ordinance

ORDINANCE NUMBER 2017-___

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

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

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

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

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

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

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

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

DRAFT

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

Sec. 82-1. - Definitions.

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

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

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

Board means the board of county commissioners.

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

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

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

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

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

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

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

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

DRAFT

Construction and demolition debris means nonhazardous material generally considered not to be water soluble including, but not limited to, steel, concrete, glass, brick, asphalt, roofing material or lumber from a construction or demolition project. Contamination of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

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

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

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

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

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

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

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

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

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

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

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

Infectious wastes means those wastes resulting from the operation of medical clinics, hospitals, abattoirs, and other facilities producing waste which may consist of,

DRAFT

but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transport means the movement of solid waste subsequent to collection.

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

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

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

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

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

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

Sec. 82-167. - Definitions.

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

Administrator means the county administrator or his designee.

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

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Board means board of county commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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County, Florida; thence run westerly along and together with the meanderings of the southern limits of Escambia County, Florida, to an intersection of the Florida/Alabama state law; thence run northerly along and together with meanderings of such state line to the point of beginning, including all properties contiguous to the roads stated herein.

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

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

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

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

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

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

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

Sec. 82-225. - Definitions.

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

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

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

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

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

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

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

Closed means a disposal facility that has undergone closure.

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

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

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

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

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

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

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

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

Department means the Escambia County Development Services Department.

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

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

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

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

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

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

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

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

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

~~*Land clearing debris* means rocks, soils, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations for a construction project. Land clearing debris also includes vegetative matter from lawn~~

~~maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.~~

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

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

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

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

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

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

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

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

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

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

Municipality means any of the municipalities within the county.

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

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

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

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

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

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

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

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

Processing means any technique designed to change the physical, chemical or biological character or composition of construction and demolition debris, land clearing

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debris, yard trash or other solid waste so as to render it amenable to recovery, storage or recycling; or reduced in volume or concentration.

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

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

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

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

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

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

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

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

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

Staging means the same as *Storage* .

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

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

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

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

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

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

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

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

SECTION 4. SEVERABILITY.

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

SECTION 5. INCLUSION IN THE CODE.

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

SECTION 6. EFFECTIVE DATE.

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

DONE AND ENACTED this _____ day of_____, 2017.

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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11945 **County Administrator's Report 16. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: RESTORE Program Manager Position - Revised Description
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Revisions to the Description of the RESTORE Program Manager Position - J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department

That the Board approve revisions to the description of the RESTORE Program Manager Position that was approved by the Board at its March 17, 2016, meeting.

NOTE: The current duties of the RESTORE Program Manager are different than they were when the description, duties, and qualifications were written more than a year ago. The primary duties will be to manage the County's Multiyear Implementation Plan, and seek to maximize funding opportunities for the County by leveraging the various potential funding sources.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 222030]

BACKGROUND:

On November 17, 2015 (CAR II-15), the Board acknowledged and accepted the Notice of Award for Grant No. RDCGR080002-01-00 for planning assistance for the development of the RESTORE Multiyear Implementation Plan from the U.S. Department of the Treasury, Office of the Fiscal Assistant Secretary/Office of the Gulf Coast Restoration, in the amount of $415,850.11. Funding for the RESTORE Program Manager is included in the U.S. Department of the Treasury planning assistance grant.

The incumbent RESTORE Program Manager resigned in February 2017. In preparation for advertising and refilling the position, staff became aware that current duties of the RESTORE Program Manager are different than they were when the description, duties, and qualifications were written more than a year ago. The RESTORE Advisory Committee completed their tasks and has been dissolved, so the RESTORE Program Manager will no longer have the responsibility of attending those meetings, taking notes, preparing minutes, and providing action correspondence to the Committee. In addition,

RESTORE projects and funding are now being allocated to the County, so the RESTORE Program Manager position has evolved into more of a grant-writing, project management and implementation position than a planning position. The primary duties of the RESTORE Program Manager will be to manage the County's Multiyear Implementation Plan, and seek to maximize funding opportunities for the County by leveraging the various potential funding sources.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Restoration Fund; Cost Center: 222030

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration associated with this recommendation.

PERSONNEL:

The RESTORE Program Manager will be in the Natural Resources Management Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

Revisions to BCC-approved position descriptions must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Natural Resources Management Department staff will coordinate with the Budget Office and the Human Resources Department to advertise and fill this position after Board approval.

Attachments

Revised RESTORE ProgramManagerPositionDescription

ResumePage-03172016-RESTORE ProgramManagerPosition

RESTORE Act Program Manager

Class Code:
317-DBMC41

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY
Established Date: November 17, 2015

SALARY RANGE

Hourly $20.75 - $24.11
Annually $43,160.00 - $50,148.80

DESCRIPTION:

Coordinates the County's RESTORE (Resources Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012) Program and Multiyear Implementation Plan development and implementation.

EXAMPLES OF DUTIES:

Collaborates with ~~the Escambia County RESTORE Advisory Committee (RAC), any~~ consultant firms hired by the County, the County Administrator, Board of County Commissioners, and County staff to draft and manage the County's Multiyear Implementation Plan and manage the County's RESTORE Program.

Maximizes and leverages RESTORE funding ~~reimbursement~~ through management and development of projects funded by all potential RESTORE funding sources including the Gulf Coast Ecosystem Restoration Council, the State Consortium, NFWF (National Fish & Wildlife Foundation), and NRDA (Natural Resources Damage Assessment).

Attends county meetings related to RESTORE with public and private organizations, including meetings held outside regular business hours, including nights and weekends.

~~Attends RESTORE Act Advisory Committee meetings, takes notes, prepares minutes and provides follow up action correspondence to the Committee and appropriate County Departments.~~

Prepares and posts materials to County RESTORE web page.

Ensures uniform application of the guidelines provided in the RESTORE Act, federal rules, community needs, desires, and other relevant factors, including the best available science for natural resource protection, restoration projects, and activities.

Serves as Escambia County's staff point of contact on matters related to the County's RESTORE Program and the County's Multiyear Implementation Plan.

Tracks and reports on the County's Multiyear Implementation Plan to include, but not limited to, projected completion timelines, fiscal expenditures and final evaluation of each project or activity.

Provides public presentations to the Board and other organizations.

Answers questions and researches information in response to Board inquiries.

Prepares reports and other documents as necessary to aid in the Board's discussion and decision-making.

Attends meetings of other coalitions, committees or organizations which could impact the development and management of the County's Multiyear Implementation Plan and the County's RESTORE Program.

Develops stakeholder relationships, trust and issue knowledge in targeted areas.

Performs other duties as required.

TYPICAL QUALIFICATIONS:

Training and Experience:

Bachelor's degree in Planning, Business Development, Economics, Natural Resources, Environmental Studies or closely related field, and two years experience in economic development, planning, project management, grant writing and management, or business development, and/or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements:

Valid Florida Driver's License

Knowledge, Skills, and Abilities:

Extensive knowledge of RESTORE Act policies and regulations
Knowledge of research techniques, sources, and methods
Knowledge of Federal, State, and local laws, rules and regulations pertaining to local government
Ability to make recommendations and prepare complete and accurate reports
Ability to develop programs and evaluate work accomplishments
Ability to establish and maintain effective working relationships with public officials, directors, commissioners, representatives of other organizations, and the general public
Project management, grant writing and management, and organizational skills
Modern office procedures, methods, and equipment
Handling multiple tasks simultaneously
Communication and interpersonal skills as applied to interaction with coworkers, supervisor, and the general public sufficient to exchange or convey information and to receive work direction

ADA REQUIREMENTS:

Positions in this class typically require: reaching, standing, walking, lifting, fingering, grasping, talking, hearing, seeing and repetitive motions. Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued


2016000331

7. Approving to recruit and hire the full-time, Grant-funded position of RESTORE (Resources, Ecosystems, Sustainability, Tourist Opportunities and Revived Economies) Program Manager, as included in the Notice of Award for Planning Assistance for the Development of the Multi-Year Implementation Plan Relating to RESTORE that was previously approved by the Board at its November 17, 2015, meeting (Item CAR II-15) (Funding: Fund 118, Gulf Restoration Fund, Cost Center 222030).

NOTE: The RESTORE Program Manager position is included in the Notice of Award. In the "BACKGROUND" section of the Recommendation on November 17, 2015, this position was listed as "a temporary RESTORE Program Manager." This recommendation is to clarify the intent of the position as a full-time, Grant-funded position for budgeting and Human Resources Department purposes.


2016000332

8. Approving the issuance of cumulative Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Department of Natural Resources Management, for Fiscal Year 2015/2016, as follows:

Vendor	Amount	Contract Number
Blue Arbor, Inc.	$90,000	PD 14-15.041
Vendor Number: 023818		
Temporary Employment Services		
Funding: Multiple Funds/Cost Centers as listed below		

(Funding Source: Fund 001, General Fund, Cost Centers 220100, 221001, and 221201; Fund 101, Restricted Fund, Cost Centers 220310, 220334, and 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects, Cost Center 221021; Fund 118, Gulf Coast Restoration Fund, Cost Center 222030)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11992 **County Administrator's Report 16. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Amendment #1 to Emergency Solutions Grant Program Agreement with The EscaRosa Coalition on the Homeless, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

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

A. Approve Amendment #1 to the Agreement for Emergency Solutions Grant Program with ECOH, providing an additional $10,000 for homeless prevention and rapid rehousing support for individuals at or below 50% area median income, for a total amount of $48,444, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

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

[Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Emergency Shelter Grant, Cost Center 370292 and Fund 124, Escambia Affordable Housing, Cost Center 370290]

BACKGROUND:

The 2014 Escambia Consortium Annual Action Plan was approved by the Board on July 24, 2014 included an allocation for the Emergency Solutions Grant Program (Exhibit I). Implementation of the ESG Program must be closely coordinated with ECOH, the United States Department of Housing and Urban Development (HUD) designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. The 2014 ESG Program allocation contained $38,444 for direct services and case management for rapid re-housing (RRH) and homelessness prevention (HP) activities for

extremely low income households meeting HUD's definition of homeless or at risk of homelessness. Funding can be used for rent and security deposits and rent for applicants meeting the program eligibility requirements. All funding must be matched 100%.

On May 5, 2016, the Board approved an Agreement with EscaRosa Coalition on the Homeless to administer the RRH and HP activities for the 2014 ESG funds. The original Agreement with ECOH directed for funding for HP or RRH be directed only towards households at or below 30% area median income ($12,500 for a one person household), per the County's HUD Consolidated and Annual Plans. This income limitation is more strict than HUD guidelines for this program for individuals needing RRH assistance, as HUD does not specify any income limits for households seeking RRH assistance at initial evaluation.

In administering this contract, ECOH has seen a demand for RRH assistance by households over the 30% AMI threshold, but under 50% AMI. This amendment (Exhibit II) provides an additional $10,000 in funding from non-ESG funds in order to target households at or below 50% area median income ($20,900 for a one person household) needing rapid re-housing, defined as housing relocation and stabilization services and short and/or medium term rental assistance to help homeless households move into permanent housing. This does not affect HP clients, which must be at or below 30% AMI per HUD guidelines and the County's Consolidated Plan. This funding will also serve towards the HUD required match.

County staff will explore whether an amendment to the Consolidated Plan needs to be undertaken to remove the 30% AMI restriction at initial intake for RRH clients. An excerpt regarding the ESG Progam from the current 5 year HUD Consolidated Plan which was approved by the Board on July 23, 2015 is included as Exhibit III for reference.

BUDGETARY IMPACT:

Funding required to support the Agreement is currently available in Fund 110/Other Grants (ESG), Cost Center 370292 and Escambia Affordable Housing, Cost Center 370290. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement with ECOH has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact relating to additional personnel associated with this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendments to Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Division (NED). Implementation will be monitored by NED in cooperation with ECOH to properly complete the activities cited in the Agreement and this Amendment. All parties are aware of the approval schedule for this recommendation.

Attachments

Ex I-HUD 2014 ESG annual plan

Ex II-Amendment to ECOH Agreement

Ex III-ESG Excerpt from HUD Con Plan

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of $1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of $975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of $136,359; and

B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations **$ 87,689**
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention **$ 38,444**
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration **$ 10,226**
Administrative Cost (7.5%): $3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED **$136,359**
======

AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT PROGRAM
AMENDMENT #1

THIS AMENDMENT is made and entered into this **6th** day of **APRIL, 2017**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID #592909065), (hereinafter referred to as the "Agency") with a principal address of 3702 N. Pace Boulevard, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on May 5, 2016, the parties previously entered into an Agreement for the purpose of administering the Emergency Solutions Grant Program to provide emergency assistance through homelessness prevention assistance to households who would otherwise become homeless, and rapid re-housing assistance to persons who are homeless for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, demand for additional assistance for households needing rapid rehousing at or below 50% area median income has been demonstrated; and

WHEREAS, the County and Recipient now wish to amend the Agreement to increase the funding provided to serve additional income levels under the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement for Emergency Solutions Grant Program dated May 5, 2016, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. ARTICLE II, Section 2.1 is hereby amended to read as follows:

2.1 The Agency agrees to implement the ESG 2015 Grant to provide CoC interagency coordination; HMIS management and integration; and ESG required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness and who are income eligible ~~(30% AMI)~~ and meet other eligibility stipulations cited in **EXHIBIT I** and defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the “HEARTH Act”), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT V** of this Agreement.

SECTION 3. ARTICLE III, Section 3.1 is hereby amended to read as follows:

3.1 For implementation of the 2014 ESG Project, the County agrees to pay to the Agency an amount not to exceed $48,444.000, ~~$38,444.00,~~ payable solely from available ESG 2014 funds ($38,444) and Escambia Affordable Housing funds ($10,000), subject to possible reduction under Article VI hereof.

SECTION 4. EXHIBIT I, Section IB. SCOPE OF SERVICES is hereby amended to read as follows:

B. 2014 ESG PROJECT FOR DIRECT SERVICES

1. ECOH shall provide a full range of client case management services under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available $38,444 in ESG 2014 funds and $10,444 in Escambia County Affordable Housing funds for the provision of intensive case management, financial assistance, and housing relocation and stabilization services for ESG eligible persons at risk of homelessness or who are experiencing homelessness to aid in moving these persons into stable housing. For purposes of this Agreement, the term "person/persons, family/families and client/clients" shall have the same meaning with reference to ESG assistance. Delivery of case management, financial assistance, and housing relocation and stabilization services shall be in conformity with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act") and requirements of the Emergency Solutions Grant Program. The full text of this portion of the Notice is included in **Exhibit VI** of this Agreement for reference. Requests for reimbursement shall include the cost for financial assistance, and housing relocation and stabilization services to ESG income eligible persons as identified herein.

2. This allocation is funded ~~in its entirety~~ from 2014 ESG funds and Escambia County Affordable Housing funds.

SECTION 5. EXHIBIT I, Section IIIG. SERVICES is hereby amended to read as follows:

G. A MINIMUM OF 70% OF THE ESG 2014 Project FUNDS provided through this Agreement is budgeted in support of RAPID RE-HOUSING ACTIVITIES, which are limited to individuals and families meeting the HUD's definition of "Homeless" found at 24 CFR 576.2, or are fleeing or attempting to flee violence and implemented in accordance with 24 CFR 576.104. Clients must have no other residence AND lack the resources and support networks to obtain other permanent housing. Under the County's Consolidated Plan, this is limited to clients at or below 30% AMI for clients utilizing ESG funds. Affordable Housing funds may be utilized for clients at or below 50% AMI.

The Balance of the ESG 2014 Project funds may be expended by the Agency to support Homelessness Prevention activities, which is limited to clients below 30% AMI. Homelessness Prevention clients may be reevaluated every three months, but still must meet the income guidelines above. Clients additionally must meet HUD's definition of "Homeless" or "At Risk of

Homelessness" found at 24 CFR 576.2 and be implemented in accordance with 24 CFR 576.103.

Funding may be moved between these two categories by request in writing from the Agency and approval by County Contract manager.

SECTION 6. EXHIBIT I, Section VIII. APPROVED ESG BUDGET CATEGORIES is hereby amended to reflect correct grant year and revised funding:

APPROVED ESG BUDGET CATEGORIES
(Administration and HMIS Services)

ESG ~~2014~~ 2015 Grant Budget Summary (Administration)		
		Total Amount Budgeted
Agency Administrative Cost		$ 3,648.00
Total		**$ 3,648.00**

ESG ~~2013~~ 2014 Project Budget Summary (Direct Services) ***Additional funding may be may be transferred FROM ESG HP TO RRH if needed without Board of County Commissioner approval.***		
		Total Amount Budgeted
ESG Rapid Re-Housing Financial Assistance (30% AMI or below)		~~$26,911.00~~ $23,911.00
Rapid Re-Housing Financial Assistance (50% AMI or below)		$10,000.00
ESG Homelessness Prevention Financial Assistance (30% AMI or below)		~~$11,533.00~~ $14,533.00
Total		~~$38,444.00~~ **$48,444.00**

SECTION 7. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 8. The effective date of this amendment shall be on the date last executed by the parties hereto.

SECTION 9. The 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 on the respective dates under each signature:

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
D. B. Underhill, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: April 6, 2017

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/24/17

S E A L

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

WITNESSED:

By: _____
Dr. David Josephs, President
Board of Directors

_____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Dr. David Josephs, President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:
___ is/are personally known to me. OR
___ produced current Florida driver's license or _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT III
excerpt from 2015-19
HUD Consolidated Plan

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Due to the limited amount of funding, the annual Emergency Solutions Grant (ESG) allocations will be used for priorities established jointly by the EscaRosa Coalition on the Homeless (ECOH) and Escambia County. In addition to supporting HMIS expansion and enhancement, Emergency Solutions Grant allocations will be expended in support of Rapid Re-housing for individuals/ families with incomes below **30%** of median; and/or homelessness prevention for individuals/families with incomes below **30%** of median. Standard provisions attached below will guide the County and ECOH in the prioritization, allocation, implementation and oversight of the program with respect to Rapid Re-housing and Homeless Prevention activities. Remaining written standards are available as an attachment.

(a) Basic Eligibility Requirements: Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:
1. Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).
2. The total income for the household is less than **30%** of the area median income adjusted for family size (as adjusted annually by HUD). Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.
3. Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.
4. The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.
5. The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.

See Text Below for additional standards.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The HMIS system that is administered by ECOH will be utilized as the central collection point for ESG data collection, assessment and reporting. There is no centralized coordinated assessment system in place at the present time within the ECOH CoC area, although an increased desire to implement has been expressed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, ECOH and Escambia County will jointly secure proposal(s) for a Single Service Delivery Agency within Escambia County with priority given for prior agency experience with management of the ESG Program. Once the Agency is selected, a formal contract will be entered between the County, ECOH

and the selected Agency providing for the mutual responsibilities of each party, as well as ESG Program requirements, client eligibility requirements, funding allocations and limitations, payment procedures, reporting requirements, including HMIS, and related matters.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The requirement for participation of a homeless or formerly homeless individual will be met through coordination with the ECOH Board of Directors. The Board of Directors currently includes a formerly homeless individual as a member and their unique perspective has and will continue to aid with the CoC process, as well as with changes to the ESG Program.

5. Describe performance standards for evaluating ESG.

   The criteria for performance will be mutually determined by the EscaRosa Coalition on the Homeless, Inc. (ECOH), the local CoC agency, and Escambia County, in compliance with guidance provided by HUD. For future allocations involving support for Rapid Re-housing or Homeless Prevention activities, the selected single service delivery agency will be monitored at least annually through joint efforts of ECOH and Escambia County to ensure continuing compliance with ESG requirements and procedures. Before issuing payments, all ESG requests for advances or reimbursements will require prior programmatic review via ECOH followed by financial review by Escambia County and Finance Divisions in conformity with provisions of the ESG contract for services to be entered between ECOH, Escambia County and the selected single service delivery agency. The contract will stipulate responsibilities of all parties and requirements for processing payments for ESG assistance. All reimbursements or advance reconciliations shall require complete expenditure documentation with respect to client eligibility, payment (assistance) eligibility, and compliance with the homelessness definition/certification, as well as copies of cancelled checks, invoices, and necessary bank verifications.

   Specific performance standards will be developed in concert with ECOH and HMIS to ensure proper tracking of client assistance, progress, and outcomes from inception of the ESG funded contract through final completion of the activities provided by the agency.

Discussion—Continued from #1 above

(b) Income Eligibility Determination: Income eligibility shall be determined based upon gross household income from all sources and is to be project for the ensuing 12 months based upon known or anticipated income for members of the household. Income inclusions and exclusions shall be based upon provisions of 24 CFR Part 5.609(b) & (c).

(c) Maximum Household Assistance: The maximum assistance that can be provided to a single household will be established for each annual ESG funding cycle, however the amount shall be based on the documented needs of the household and will typically be significantly less that this stated maximum. The ECOH administered HMIS system shall be utilized as a control to aid in avoiding duplication of benefits for households.

(d) Determinations to aid in Eligibility Decisions:

1. Homeless Certification/Affidavit: All homeless persons/families shall execute a Homeless Certification in the form prescribed by the County and ECOH and said form shall be duly witnessed by a representative of the Single Service Delivery Agency.
2. Persons Living on the Street: Written verification that an ESG applicant is "living on the street" must be provided to the Service Delivery Agency(s) by the referring agency, social worker, outreach worker, or other responsible person/entity.
3. Persons from Emergency Shelters/Transitional Housing: Written verification that an ESG applicant has been living in "emergency shelter or transitional housing" must be provided to the Service Delivery Agency(s) by the referring emergency shelter or transitional housing agency staff.
4. Persons subject to eviction: Written verification of formal eviction proceedings must be secured by the Service Delivery Agency(s).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11989 **County Administrator's Report 16. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2016/2017 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,281,764, and from Cost Center 360105, in the amount of $1,204,234, for a combined total of $2,485,998;

B. Approve the Amendment to Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,485,998, for a total allocation of $7,994,410, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201;

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

BACKGROUND:

On March 7, 2017, the Tourist Development Council voted to approve allocating the overage in the tourist development tax dollars from Fiscal Year 2015/16 to Visit Pensacola.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Visit Pensacola Amendment

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of April, 2017, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, effective October 1, 2016, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for Fiscal Year 2016-2017 (October 1 through September 30), the sum of $5,508,412.00 for Visit Pensacola, Inc., to conduct a program generally described as Tourism Promotion Activities; and

WHEREAS, the parties have agreed to amend the agreement to include additional funding in the total amount of $2,485,998.00 to increase funding for direct programming activities by $1,951,860.94, operations costs by $162,797.22 and personnel related expenses by $371,339.84; and

WHEREAS, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on October 1, 2016, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That the Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of $2,485,998.00 for a total sum of $7,994,410.00.

3. That Exhibit "A" of the Miscellaneous Appropriations Agreement is amended as provided in the revised Exhibit attached hereto and incorporated herein.

4. That the parties hereby agree that all other provisions of the Agreement 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 last date executed by the Parties hereto.

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 and 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 BOARD OF COUNTY COMMISSIONERS

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/27/17

VISIT PENSACOLA, INC.

By: _____
Steve Hayes, President

Date: _____

Attest:

_____
Secretary

EXHIBIT "A"
2016/2017 MISCELLANEOUS APPROPRIATIONS
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the County Administrator or designee based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~$4,021,177.00~~ 5,973,037.94 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~$413,085.00~~ 575,882.22 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~$1,074,150.00~~ 1,445,489.84 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11986 **County Administrator's Report 16. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Wellness Incentive
From: Paulette Stallworth, Interim Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Wellness Incentive - Paulette Stallworth, Interim Human Resources Department Director

That the Board take the following action concerning Wellness Incentives in regard to the health screenings:

A. Authorize $50 cash incentive to employees eligible for the County's health coverage for participating in both the biometric screening and the completion of the personal health assessment (PHA) - $25 will be rewarded for completion of the biometric screening and $25 for completion of the personal health assessment;

B. Authorize employees who have waived County healthcare coverage to participate in the program and receive the cash incentive. For these employees, there is a $39 per employee fee to participate, which will be paid by the County; and

C. Approve and authorize the County Administrator to sign the Form known as the Florida Blue Buy Up Options Form.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150111, Object Code 55201]

BACKGROUND:

Employers are working towards a culture that supports health and wellness and empowers employees to become aware of their health status. A Personal Health Assessment is one of the tools that help employees become more aware of their health. The incentives will help improve employees' participation. It will also provide the employees and the County data to determine what our focus should be on becoming a healthier group.

The Escambia County Sheriff's department has provided their employees incentives for

the past four years and the results have been good.

Our goal is to have 40 to 50 percent of our employees to participate in the Personal Health Assessment, which is between 600 to 900 employees. The estimated cost would be $50,000 for the program. Last year, we had 654 employees who participated in the Personal Health Assessment, which was an increase of over 350 employees from the previous year. The total cost last year was approximately $35,470. The money to support this program would come from the wellness incentive (health grant) that the County received from Florida Blue.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150111, Object Code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Legal Department, has approved the Florida Blue Buy Up Options Form.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The incentive will be paid through payroll and it will be taxable. The Human Resources Department will coordinate with each of the appointing authorities payrolls to coordinate this project.

Attachments

Florida Blue Buy Up Options Form

Florida Blue
BetterYou

Group Name, Grp # -
Escambia County BOCC, #97035

Attn: John Weber
Email Address:
john_weber@co.escambia.fl.us

Address: 221 Palafox Place, Suite 200

City, State Zip: Pensacola, FL 32502

If ASO, select one:

☐ Add to Monthly Claims Statement
☑ Invoice separately to group

Service Type	Unit price	Quantity	Total
Lifestyle Improvement Program			
* 5 Week Series	$1,500.00		
*8 Week Series	$2,500.00		
Per Partcipant Fee (Min 15)	$45.00		
Online/Webinar Program			
*5 Week Series	$500.00		
* 8 Week Series	$800.00		
Per Participant Fee (Min 15)	$45.00		
WebMD Portal			
Challenges (PMPY)	$0.15		
Non-Members (PMPM) -	$0.15		
Biometric Screening Add-ons			
HD - Standard Profile, Non-Member	$39.00	180	$7,020.00
HD - Full Lipid Panel, Non-Member	$45.00		
HD - Full Lipid Panel, Member	$6.00		
**Quest - Full Lipid Panel, PSC	$43.00		
**Quest - Full Lipid Panel, Onsite	$48.00		
		Total Due:	**$7,020.00**

Program Name	Start Date	End Date
2017 Health Screening	5/3/17	5/24/17

Statement of Commitment: By entering signature and date below, Employer Group agrees to the proposal, pricing, and terms above, and hereby orders the services indicated herein from Better You.

Jack R. Brown, County Administrator
Client Name (Print):

Client Signature

Date:

* fee waived for Better You Groups

** Non-member fee only

Witness

Witness

Approved as to form and legal sufficiency.

By/Title:

Date: 3/29/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11909 **County Administrator's Report 16. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Change Order 1 to Purchase Order 170182 to Drug Free Workplaces, USA, LLC
From: Tammy Jarvis, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Drug Free Workplaces, USA, LLC, for Community Corrections Program Participants' Court Ordered Drug Screening - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1 adding funds for Community Corrections program participants' court-ordered drug screening:

Department:	Corrections
Division:	Community Corrections
Type:	Addition
Amount:	$18,000
Vendor:	Drug Free Workplaces, USA, LLC
Purchase Order:	170182
Change Order:	1
Original Award Amount:	$84,000
Cumulative Amount of Change Orders Through This Change Order:	$18,000
New Purchase Order Total:	$102,000

[Funding Source: Fund 001, General Fund, Cost Center 290307, Object Code 53101]

BACKGROUND:

Prior to fiscal year 2017 the costs related to the court ordered drug screens for the various Community Corrections programs were not accurately represented in the expenditures for the programs. In an attempt to better understand and evaluate the costs associated with various programs offered by Community Corrections an estimate was made and funding was allocated to the individual programs to cover their court ordered drug screening needs. It has been determined that the Pre-Trial Release program will need an additional $18,000 over and above what was projected for this expense. This change order will provide the funding necessary to cover the costs for the remainder of fiscal year 2017.

BUDGETARY IMPACT:

Funding is available in the General Fund 001; Pre-Trial Release Cost Center 290307, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

Attachments

PD14-15.013-Drug Free Workplaces

AGREEMENT FOR DRUG, ALCOHOL, AND NICOTINE TESTING SERVICES PD 14-15.013

THIS AGREEMENT is made this 10th day of February, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Drug Free Workplaces, USA, LLC (hereinafter referred to as "Contractor"), a Florida Limited Liability Company authorized to conduct business in the State of Florida, whose federal identification number is 59-3173782, and whose principal address is 27 West Romana Street, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on December 1, 2014, the County issued an Invitation to Bidders (PD 14-15.013) seeking drug, alcohol, and nicotine testing services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Drug, Alcohol, and Nicotine Testing Services, Specification No. P.D. 14-15.013, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated December 11, 2014, and the Offer Form, dated December 23, 2014, attached hereto as **Exhibit "B".**

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limits.

(d) Florida statutory Workers' Compensation.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Drug Free Workplaces, USA, LLC
Attention: Carol J. Law
27 West Romana Street
Pensacola, Florida 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: Assist ACA

Date: 1/8/15

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, Chairman

Date: 1/22/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC Approved: 01-22-2015

(SEAL)

Witness

Witness

CONTRACTOR: DRUG FREE WORKPLACES, USA, LLC

By: Carol J. Law, President

Date: 1/15/15

SCOPE OF WORK
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

The Provider agrees as follows:

1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.

1.2 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, Tobacco-Free Hiring Policy and Tobacco-Free Workplace Policy in regard to nicotine testing for current and prospective employees.

1.3 To maintain appropriate professional certification, e.g., Substance Abuse Program Administrators Association (SAPAA) Certification or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPAA you can go to their web site at www.sapaa.com)

1.4 To remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to: (a) The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards; (b) Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place; (c) Florida Administrative Code, Rules 38F and 38I; (d) Escambia County Substance Abuse Policy; (e) Escambia County Tobacco-Free Workplace Policy and (f) Escambia County Tobacco-Free Hiring Policy.

1.5 To be available for expert testimony in the event of legal challenges to the validity of results as requested by the County.

1.6 To be available to consult with the County's Human Resources Department and/or the County's Legal Department upon request.

1.7 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. To perform alcohol testing as outlined in 49 CFR Part 40. The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. To perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post-accident purposes.

1.8 To perform random testing based on the following procedures: The County will send the names of the employees eligible for random drug, alcohol and nicotine testing. There are three selection pools to be maintained. One pool (DOT) has approximately 125 employees, the (Non-DOT) pool has approximately 930 and the nicotine pool has approximately 1380 employees.



The DOT pool will be submitted quarterly. The Non-DOT and nicotine pools will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The pool draw is 2% for nicotine testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 555 random drug tests per year and 20 alcohol tests per year. There will be approximately 112 nicotine tests per year. The Provider will handle the entire selection procedure.

1.9 To perform new-hire testing for employees who are in safety sensitive and special risk positions.

2.0 Set-up fees shall include initial set-up of a database of employees.

2.1 To perform all drug, alcohol and nicotine testing at the contractor's facility. Results are to be provided to the County within 2-3 working days after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven days a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m. The required times and days for nicotine testing will be Monday through Friday from 7:00 a.m. to 5:00 p.m.

2.2 To provide a facility that shall be available for after hours testing for reasonable suspicion and post accident testing.

2.3 To make available the services of a Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.

2.4 To make available the services of the MRO who shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment the information indicates that performance by the individual could pose a significant safety risk.

2.5 To ensure all results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.

2.6 To provide at least one on-site supervisory workshop twice a year. This training should last at least two, but no more than four hours. The Florida Department of Transportation (FDOT) requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. In consultation with the Human Resources Department, supervisors will use this training to assist them in determining whether or not reasonable suspicion exists. The FDOT training will be held twice annually and shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The County will designate additional training topics.

2.7 To provide scheduled on-site supervisory workshops and the on-site consultations with the Human Resources Director and/or County Attorney.

2.8 To provide educational materials that shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing.

2.9 Both parties to this Contract are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Contract.

3.0 This Contract shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.

3.1 If during the term of this Contract there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.

3.2 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.

3.3 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Contract shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

3.4 The Provider agrees to invoice the County for services provided under this Contract on a monthly basis.

3.5 The Provider shall submit two (2) copies of its monthly invoice to the County on or before the 25th day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.

3.6 That the County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.

3.7 That the Provider acknowledges that this Contract 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 Provider fails to abide by the provisions of Chapter 119, Florida Statues, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owning the Provider (excluding monies owed the Provider for subcontractor work).

3.8 Neither the Provider 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 Provider acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Provider, the Provider agrees to abide with such statutes.

3.9 The Provider 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 Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Contract.

4.0 All other provisions, which, by their inherent character, sense, and context are intended to survive termination of the Contract, and shall survive the termination of the Contract.

4.1 The invalidity or non-enforceability of any portion or provision of this Contract 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 Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

4.2 The Provider 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 Contract. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Contract.

4.3 The failure of the Provider 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 Contract.

BID FORM
Specification Number PD 14-15.013
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/11/2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	$ 28.60 per test (alcohol)
	$ 28.60 per test (drug)
	$ 28.60 per test (drug – FDLE requirements)
	$ 12.00 per test (nicotine, if performed in conjunction with drug testing)
	$ 19.60 per test (nicotine, if performed in individually)
Random Selection Procedure:	
Set-up Fee	**$ 0.00**
Maintenance Fee	**$ 0.00**
Education Materials (Approximately 1000 employees)	**$ 0.00**
On-Site Supervisory Workshops (Two Annually) (To include travel and related expenses)	**$ 100.00** Per Workshop
Workshop Training Materials (materials provided for all attendees)	**$ 0.00**
BCC Policy Reviews and Updates (annually or as requested)	**$ 0.00**
Consulting (annually and/or as requested with Human Resources and/or County Attorney)	**$0.00**
Deposition and Legal Testimony (To include travel and related expenses)	**$ 800.00/ per day**

SAPA Certification or Similar Certification Yes X No ___

Please list Certification: **SAPACC**

Name of Medical Review Officer: **Dr. Morris Simhachalam, AAMRO**

EXHIBIT
B

Bid Form Continued
14-15.013

24-hour contact telephone number : (850) 712-7486 ProHealth, 3298 Summit #33, Pensacola, FL 32503

Testing Location(s) (within Escambia County) LabCorp collection sites included in Bid pricing.

ALL TESTING
Lab Corps. Mon-Fri 7:30 am – 4:00 pm
3437 N. 12th Ave.
Pensacola, FL 32503
Telephone: (850) 434-0345 Fax: (850) 438-2184
Per existing contract 3rd party collection fees are paid by Escambia Co.

POST ACCIDENT TESTING
Sacred Heart Urgent Care, 8:00 am – 8:00 pm
6665 Pensacola Blvd.
Pensacola, FL 32505
Telephone: (850) 416-2000

Baptist Occupational Health 8:00 am – 6:00 pm
9400 University Parkway
Pensacola, FL 32514
Telephone: (850) 208-6400, Fax: (850) 208-6409

ALL TESTING
Lab Corps. Mon-Fri 7:30 am – 4:00 pm
7140 N. 9th Ave.
Pensacola, FL 32504
Telephone: (850) 476-7816 Fax: (850) 479-2319

POST ACCIDENT TESTING
ProHealth After 8:00 pm
3298 Summit #33
Pensacola, FL 32503
Telephone: (850) 712-7486
Must Call First

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number: P92000000541

Occupational License No. Pensacola – 120405
Escambia - 51988
Florida DBPR Contractor's License, Certification and/or
Registration No. N/A

Type of Contractor's License, Certification and/or
Registration N/A

Expiration Date: N/A

Terms of Payment
(Check one) Net 30 Days √ 2% 10th Prox ___

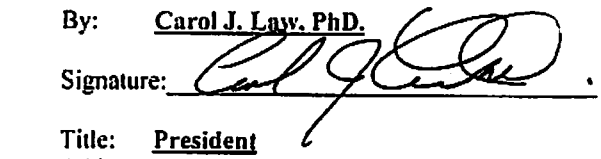
Will your company accept Escambia County Purchasing Cards? Yes √ No ___

Will your company accept Escambia County Direct Payment Vouchers? Yes √ No ___

County Permits/Fees required for this project: N/A

Bidder: Drug Free Workplaces, Inc.

By: Carol J. Law, PhD.

Signature: 

Title: President
Address: 27 W. Romana St.,
Pensacola, FL 32502

Person to contact concerning this bid:
Carol J. Law, PhD.
Phone/Toll Free/Fax#: Phone (850) 434-3782
Toll Free 1-800-430-3782, Fax (850) 434-8244
E-Mail Address: LAW@drugfreeworkplaces.com
Home Page Address: www.drugfreeworkplaces.com

Person to contact for emergency service:
Carol J. Law, PhD.
Phone/Cell/Pager #: Phone (850) 434-3782
Cell (850) 516-5195

Person to contact for disaster service:
Carol J. Law, PhD.
Home Address: 27 Mar Vista Cir.
Pensacola, FL 32507
Home Phone/Cell/Pager #: Home (850) 456-2062
Cell (850) 516-5195

OFFER FORM

IN ACCORDANCE WITH ORDINANCE 2013-43, Volume 1, Chapter 46, Article II, Division 3, Section 46-11
LOCAL PREFERENCE IN THE SEALED BID PROCESS

For

Specification Number PD 14-15.013
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/23/14

Commissioners:

In accordance with your "Local Preference in the Sealed Bid Process" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in the Invitation to Bid PD14-15.013 Drug, Alcohol and Nicotine Services and subject to all conditions thereof, I, undersigned, hereby offer the following bid amounts in order to match the low bid amount of $22,960 annual cost.

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	
	$ 27.45 (drug) per test
	$ 27.45 (drug - FDLE requirements) per test

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11959 **County Administrator's Report 16. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Change Order 1 to Purchase Order 170144 to Charles Neely Corporation, DBA PR Chemical and Paper Supply
From: Tammy Jarvis, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Charles Neely Corporation, DBA PR Chemical and Paper Supply for Detergent, Chemicals and Other Inmate-Related Items Covered by PD 13-14.046 - Tammy Jarvis, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order 1 adding funds for detergent, chemicals and other inmate-related items covered by PD 13-14.046:

Department:	Corrections
Division:	Jail
Type:	Addition
Amount:	$26,200
Vendor:	Charles Neely Corporation, DBA PR Chemical & Paper Supply
Purchase Order:	170144
Change Order:	1
Original Award Amount:	$80,000
Cumulative Amount of Change Orders Through This Change Order:	$26,200
New Purchase Order Total:	$106,200

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

BACKGROUND:

In April 2014 the Escambia County Jail, under the direction of the Office of Purchasing, issued a solicitation for laundry, cleaning supplies and inmate goods (PD13-14.046). This solicitation resulted in a multi-award agreement all of which were approved by the Board on June 3, 2014. Effective April 1, 2017 one of the contracted vendors, Bobbie Graves Supply Company, Inc, will be dissolved as it was acquired by another company (Miami Dade Paper). The department wishes to add the remaining funds originally allocated to Bobbie Graves Supply Company, Inc. to Charles Neely Corp DBA PR Chemical and Paper Supply, another local vendor awarded an agreement as part of PD13-14.046.

BUDGETARY IMPACT:

Funding is available in the General Fund 001; Detention Cost Center 290401, Object Code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

Attachments

Bobbie Graves Supply Co PD13-14.046

Charles Neely Corp PD13-14.046

6/3/2014 CAR II-18(C)

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES PD 13-14.046

THIS AGREEMENT is made this 3rd day of June, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bobbie Graves Supply Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-2529684 and whose principal address is 6254 North "W" Street, Pensacola, FL, 32505.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

Date: 6/13/2014 Verified By: B Carew

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 17, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bobbie Graves Supply Company, Inc.
Attention: Roberta Shealy
6254 North "W" Street
Pensacola, Florida 32505

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 6/12/2014

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BCC Approved: June 3, 2014

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/13/14

CONTRACTOR:
BOBBIE GRAVES SUPPLY COMPANY, INC.

_____
By: President

Date: 6-9-14

ATTEST:

By: _____
Corporate Secretary

(SEAL)

6/3/2014 CAR-II-18(A)

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES
PD 13-14.046

THIS AGREEMENT is made this 3rd day of June, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Charles Neely Corporation-PR Chemical & Paper Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3374698 and whose principal address is 3435 North Dr. Martin Luther King Jr. Drive, Pensacola, FL, 32503.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In

Date: 6/13/2014 Verified By: SG Carew

the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 15, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: PR Chemical & Paper Supply	To: Escambia County
Attention: Shawn Snyder	Attention: County Administrator
3435 North MLK Jr. Drive	221 Palafox Place, Suite 420
Pensacola, Florida 32503	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: Ashley ACA
Date: 5/15/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

CONTRACTOR:
P.R. CHEMICAL & PAPER- CHARLES NEELY CORPORATION

ATTEST:

By: _____
Corporate Secretary

By: _____

Title: President

Date: 6-9-14

(SEAL)
Escambia County, Florida
SEAL
1900

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

- 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 (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE

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?

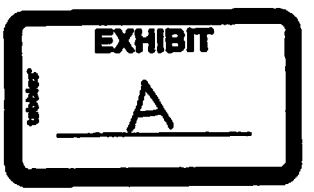
THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- 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

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon May. Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino

From:
Claudia Simmons, CPPO
Purchasing Manager

Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is $100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies and Inmate Goods Contract

SOLICICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3574698
TERMS OF PAYMENT: Net 20
DELIVERY DATE WILL BE 1 **DAYS AFTER RECEIPT OF PURCHASE ORDER.**
VENDOR NAME: PR Chemical + Paper
ADDRESS: 3435 N. Dr. MLK JR Dr
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 432-0432
TOLL FREE NO.: (800) 239-4777
FAX NO: (850) 434-1931
REASON FOR NO OFFER:
BID BOND ATTACHED $

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.

SHAWN SNYDER
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 _____ Date
Signature of Person Authorized to Sign

ATTEST: _____ Date
Corporate Secretary

(CORPORATE SEAL)

ATTEST: _____ Date
Witness

ATTEST: _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT
number B

BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 4-15-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	$
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	$
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	$
Orange Tube Socks One Size Fits All	DZ	$
White Sheets poly/cotton blend 66"X104"	DZ	$
EVA Khaki Clogs (12 pair/Case)	Case	$
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	$
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	$ 28.30
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	$
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	$
Pillowcase, cotton white 42X34	DZ	$
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	$
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	$
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	$
Mattress, Polyester 25X75X4 bagged	Each	$
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	$27.95
Towels, Brown Multifold (4008/Case)	Case	$ 13.99
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	$ 65.91
Formula 800 Soap Scum remover	Gal	$ 10.90
Q128 Neutral Disinfectant	Gal	$ 15.50
Bucket Mp, Downpress w. wringer	Each	$ 108.00

with sidepress with ringer $116.14

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	$ 35.50
16 oz Bottle w. trigger spray	Each	$ .95
32 oz bottle w. trigger spray	Each	$ .98
Mp head, winger loop, x-large	Each	$ 9.98
Angle broom w. aluminum handle	Each	$ 7.60
Wall and ceiling brush	Each	$ 15.50
Handles for ceiling brush	Each	$ 3.60
Boost Pad-20" Maroon Prep (10/Case)	Case	$ 48.00
First Class Furniture Polish 16oz Can SSS Creamy Lemon Polish	Each	$ 37.104
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	$ 38.50
Heavy Duty Paper Bags (200 bags/Case)	Case	$ 17.73
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	$ 80.94
Glove, Nitrile PF Blue 6 MIL sizes small-2XL (10 boxes/case)	Case	$ 616.50
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	$ 285.00
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	$ 155.00
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	$ 169.00
24" Dust Mop Head Washable	Each	$ 7.82
100% Cotton Terry Washcloths 12X12	DZ	$
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	$
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case) 600' per roll	Case	$ 19.86
Total Cost		$

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number
P96000073915

Occupational License No. 136940

Terms of Payment (Check one)

☐ Net 30 Days ☐ 2% 10th Prox
☒ Other Net 20

Will your company accept Escambia County Purchasing Cards?
☒ Yes ☐ No

Will your company accept Escambia County Direct Payment Vouchers?
☒ Yes ☐ No

County Permits/Fees required for this project:

Permit	Cost

Bidder: PR Chemical + Paper Supply
By: Shawn Snyder
Signature:
Title: Pres.
Address: PO Box 2189
Pensacola, FL 32513
Person to contact concerning this bid:
Shawn Snyder
Phone #: 850-432-0432
Toll Free #: 800-239-4777
Fax #: 850-434-1931
E-Mail Address: president@pr-supply.com
Home Page Address:

Person to contact for emergency service:
Shawn Snyder
Phone #: 850-432-0432
Cell #: 850-572-6311
Pager #:

Person to contact for disaster service:
Shawn Snyder
Home Address: 2124 Copley Dr
Pensacola, FL 32503
Home Phone #: 850-439-3600
Cell #: 850-572-6311
Pager #:

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12010 **County Administrator's Report 16. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Renewal of Agreement for Financial Advisor - PD 12-13.017
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension to the Agreement for Financial Advisor, PD 12-13.017 - Amy Lovoy, Assistant County Administrator

That the Board approve the final 12-month extension of the Agreement for Financial Advisor, PD 12-13.017, to First Southwest Company, effective March 21, 2017, per the terms of the Agreement for the performance of financial advisory services with no change in the fee structure approved on March 21, 2013:

- First $10 million dollars of debt issuance - $1.25 per $1,000
- Amounts over $10 million - $0.75 per $1,000
- Minimum fee - $15,000

BACKGROUND:

The Agreement for Financial Advisor per PD 12-13.017 with First Southwest Company as the low cost proposal was approved by the Board on March 21, 2013. The Board approved the first 12-month extension on May 5, 2016. This extension represents the final renewal allowed under the current Agreement, and requests for proposals (RFPs) will be solicited next fiscal year for this service. Staff is currently halfway through the bond issue for the construction of the new jail, and would need this finalized before potentially changing service providers.

BUDGETARY IMPACT:

None. The fees are built into the cost of issuing or refinancing any debt.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared and approved as to form and legal sufficiency by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Financial Advisor Agreement

BCC Approval of Original Agreement

AGREEMENT FOR FINANCIAL ADVISOR PD 12-13.017

THIS AGREEMENT is made this 21st day of March, 2013 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and First Southwest Company (hereinafter referred to as "Consultant"), a for foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 75-0708002 and whose principal address is 325 North St. Paul, Suite 800, Dallas, TX 75201.

WITNESSETH:

WHEREAS, on January 21, 2013, the County issued a Request for Proposals (PD 12-13.017) seeking the services of a professional financial advisor; and

WHEREAS, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a firm with the requisite expertise in the area of professional financial advisory services; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the Effective Date and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Consultant agrees to provide professional financial advisory services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification No. P.D. 12-13.017, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced in Section 3 above, County shall pay Consultant in accordance with the Cost Proposal, dated February 21, 2013, provided as part of the Consultant's Response, attached hereto as Exhibit "B".

5. Method of Billing. Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its

best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, 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 with $1,000,000 per occurrence minimum limit.
(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 consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
(f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: First Southwest Company
Attention: Gary Akers
325 North St. Paul, Suite 800
Dallas, Texas 75201

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by board action on the 21st day of March, 2013, and First Southwest Company signing by and through its Vice President, duly authorized to execute same.

COUNTY:

This document approved as to form and legal sufficiency:
By: _____
Title: _____
Date: 3/18/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
George Touart, Interim County Administrator

Witness: _____

Witness: _____

Date: 4-12-13

CONSULTANT:

FIRST SOUTHWEST COMPANY

By: _____
Chairman, Chief Executive Officer
~~Vice President~~

ATTEST: Corporate Secretary

By: _____
Secretary

Date: March 27, 2013

(Seal)

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS
Financial Advisor

SPECIFICATION NUMBER: **PD 12-13.017**

PROPOSALS WILL BE RECEIVED UNTIL: **3:00 p.m., CST; February 21, 2013**

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene M. Valentino, Chairman
Lumon May, Vice Chairman
Grover C. Robinson, IV
Steven Barry
Wilson B. Robertson

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Claudia Simmons
Purchasing Manager, Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

Technical Assistance:
Amy Lovoy, Director
Management and Budget Department
Escambia County Governmental Complex
221 Palafox Place, Suite 430
Pensacola, FL 32502
Tel: (850) 595-4960
Fax: (850) 595-4805

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.

EXHIBIT
A

Request for Proposals
Financial Advisor
PD 12-13.017

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Forms marked with an (* Asterisk) must be returned with Offer.

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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 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/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, 2nd Floor 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 12-13.017, "Financial Advisor", 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, CPPO, Purchasing Manager
850-595-4987 (Telephone), 850-595-4805 (Fax)

Technical questions may be directed to:
Amy Lovoy, Director Management & Budget Department
(850) 595-4960 (Telephone) (850) 595-4805 (Fax)

3. Proposal Forms

This Solicitation contains a Solicitation, Offer & Award Form and a Proposal Form, which shall be submitted in a sealed envelope, One Original with signatures in indelible ink signed in the proper spaces and one CD containing the entire proposal submittal. Responses on vendor forms will not be accepted.

Insurance Requirements

4. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

4.1 County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage 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 coverage 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 for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage 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. All liability coverage shall be through carriers licensed to do business in the State of Florida.

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 coverage, 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 coverage. 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. Required insurance shall be documented in Certificates of Insurance, including indication that the policy (ies) is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

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 solicitation 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: Claudia Simmons, CPPO
   Office of Purchasing, 2nd Floor, 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.

4.2 Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. The contracted party shall continue the coverage for claims for a period of not less than three years after the termination of the contract with Escambia County.

5. Indemnification

If there are any claims for damages attributable to the negligence, errors or omissions of the Contractor, their agents or employees while providing the services called for herein, it is understood and agreed the Contractor shall indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part A **Summary**

Part I **General Information**
1-1 Purpose
1-2 Scope of Services
1-3 Length of Proposal
1-4 Award and Contract Execution
1-5 Issuing Officer
1-6 Contract Consideration
1-7 Rejection
1-8 Inquiries
1-9 Addenda
1-10 Schedule
1-11 Proposal Content and Signature
1-12 Negotiations
1-13 Recommended Proposal Preparation Guidelines
1-14 Prime Contract Responsibilities
1-15 Disclosures
1-16 Method of Payment

Part II **Information Required from Contractors**
2-1 Proposal Format and Content
2-2 Introduction
2-3 Proposal Requirements

Part III **Criteria for Selection**

Part IV **Scope of Work**

PART A SUMMARY

From time to time the Escambia County Board of County Commissioners requires professional financial advice on various matters involving issuance of notes and bonds to finance certain needs of the County or its dependent authorities or to review certain conduit debt issued through the County by third parties.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the services of a qualified financial advisory firm to assist the county with professional advice on matters involving issuance of debt instruments by the County or its dependent authorities and to review conduit debt issued through the County by third parties.

It is understood that any firm selected by the County in this capacity and will not participate as an underwriter in any financings issued by the County unless so authorized by the Board of County commissioners in accordance with Municipal Securities Rulemaking Board (MSRB) rules.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced firm that is most advantageous to the County.

1-3 ISSUING OFFICER

The project director and liaison officer shall be Amy Lovoy, Management & Budget Services Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

A contract will be prepared as a result of this solicitation by the County Attorney.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to Amy Lovoy, Department Director, Management & Budget Services, (850) 595-4960, amy_lovoy@myescambia.com and procurement questions may be directed to Claudia_Simmons@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement and is subject to change.

A. Mailing date of proposals..Tuesday, January 22, 2013.

B. Receipt of proposals.....**Thursday, February 21, 2013**

C. Review of proposals.....**February 22- March 8, 2013**

D. Board of County Commissioners approval.....**Thursday, March 21, 2013**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration and one CD containing the complete proposal.

Electronic copies may substitute for printed copies as long as they have been signed by the appropriate company official.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 **COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **CRITERIA FOR SELECTION**

1. Experience and qualifications
2. Understanding the Project and Local Government Questions
3. Proposed Methodology
4. Contract Cost

PART IV **SCOPE OF WORK**

1. In cooperating and coordinating any financing contemplated, to prepare the necessary financial studies designed to demonstrate the many varying aspects of a particular type of financing and to recommend for the County's approval a plan of financing to cover any proposed bond or other debt instrument. Such plan shall include but not be limited to a maturity schedule and other terms and conditions as will, in the opinion of the Financial Advisor, result in the issuance of bonds under terms consistent with obtaining the minimum of net interest cost. Such studies shall include the compilation and analysis of all necessary statistical data.

2. To review and make recommendations on reports of accountants, engineers and other consultants that such reports properly address the technical, economic and financial risk factors affecting the marketability of any proposed financing.

3. To assist the County with the necessary steps to be taken for the legal issuance of bonds and the final delivery of the bonds, under the direction and legal advice of a firm of recognized bond attorneys retained by the County. To work with the County attorney, County staff and bond counsel in identifying key bond covenant features.

4. To advise the County on current market conditions, forthcoming bond issues, potential tax considerations and other general information and economic data which might normally be expected to influence interest rate conditions so that the date for the sale of bonds can be set at a time which, in the opinion of the Financial Advisor, will be favorable.

5. Assist County staff in gathering and analyzing necessary data relating to a proposed bond issue for a rating agency presentation and credit enhancement from an insurance company or a letter of credit from a bank.

6. To review County efforts to obtain Federal and State financial assistance and make such recommendations as may be necessary.

7. In a negotiated sale, work with County staff, bond counsel and underwriter in preparation of all the necessary financial statements, legal documents and certifications which would fully describe the bonds security, the project the County and its ability to pay debt service on the bonds.

8. To assist and advise the County in negotiating fees, pricing and terms of the bond issue.

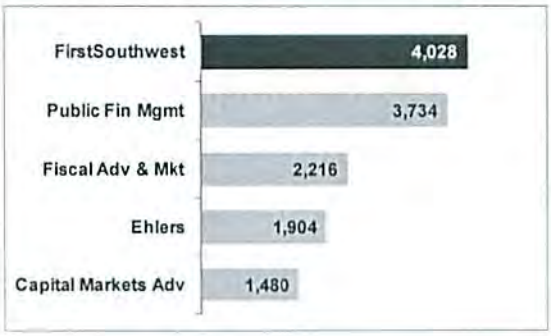
9. To arrange for the printing of bonds and official statements and arrange other certifications necessary.

Okaloosa County, Florida	
	Mr. James Curry, *County Administrator*, Okaloosa County 1804 Lewis Turner Blvd., Suite 400 Fort Walton Beach, FL 32547 Telephone: (850) 651-7515 jcurry@co.okaloosa.fl.us

Leading Financial Advisor Nationally

According to Ipreo MuniAnalytics, FirstSouthwest is the number-one financial advisory firm for number of issues for the period of January 1, 2008 to December 31, 2012, totaling 4,028 with a par amount of $142.38 billion

National Financial Advisory Ranking
Number of Issues
(January 1, 2008 – December 31, 2012)



Cost Proposal

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Debt Transaction Fees

The fees due FirstSouthwest for financial advisory services related to specific issuances of Debt instruments (bonds, bank loans, etc) will not exceed those contained in our customary fee schedule as listed in the following table.

Debt Transaction Fee	
Par Amount	**Fee**
First $ 10 Million of Debt Issuance	$1.25 per $1,000
Amounts over $10 Million	$0.75 per $1,000
Minimum Fee	$15,000

The above reference fees may be negotiated prior to the time of issuance of debt to accurately reflect the work performed and current market rate for the performed services. These debt transaction fees are contingent upon the successful closing of the debt transaction.

Non Debt Related Hourly Fees

With respect to compensation on a time and expenses basis for non-debt related services, FirstSouthwest's hourly fee schedule, excluding out-of-pocket expenses is as follows:

Position	Standard Hourly Rate	Escambia Discounted Rate
Senior Vice President	$350.00	$175.00
Vice President	$300.00	$165.00
Assistant Vice President	$250.00	$150.00
Associate/Analyst	$200.00	$125.00
Administrative Staff	$90.00	$60.00

Due to the nature of financial advisory services and our business, FirstSouthwest bills in half-hour increments. Additionally, the reimbursable out-of-pocket expenses are provided under "Reimbursable Fees".

Reimbursable Fees

The County shall be responsible for typical transaction related expenses if and when applicable, whether they are charged directly to the County as expenses or charged to the County by FirstSouthwest as reimbursable expenses. The payment of reimbursable expenses that FirstSouthwest has assumed on behalf of the County shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by FirstSouthwest.

EXHIBIT
13

Other Services & Fees

Fees for ancillary services including continuing disclosure, arbitrage rebate, asset management, structured products, pension and opeb trusts, and non-traditional services will be based on a mutual agreed upon fee.

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COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-11. Approval of Various Consent Agenda Items – Continued

9. Approving to amend the Board's action of February 21, 2013, concerning appointments to the West Florida Public Library Board of Governance, to correct the ending effective date for the two initial three-year appointments, from April 30, 2016, to February 29, 2016, and to correct the ending effective date for the one initial two-year appointment, from April 30, 2015, to February 28, 2015.

10. Adopting the Resolution *(R2013-38)* supporting the efforts of the Pensacola Council of the Navy League to have the new construction LPD-27 ship named the "USS Pensacola" and, upon its completion, have the ship commissioned in Pensacola, Florida.

11. Ratifying the Chairman's execution of a letter of support, dated February 22, 2013, for the City of Pensacola's Byrne Criminal Justice Innovation Grant Application, filed with the U.S. Department of Justice by the City of Pensacola.

II. BUDGET/FINANCE CONSENT AGENDA

1-31. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 31, as follows, with the exception of Items 20, 27, and 28, which were held for separate votes (Item 32 was also held for separate vote):

1. Awarding, and authorizing the Interim County Administrator to sign, the Agreement, PD 12-13.017, "Financial Advisor," to First Southwest, for a term of 36 months; the fees will be based on issuance amounts of certain debt instruments, such as Bonds, as the services are required, at the following rates (Funding: fees will be built into the cost of any debt financing or restructuring):

   - 1st $10 million of debt issuance – $1.25 per $1,000
   - Amounts over $10 million – $.75 per $1,000
   - Minimum Fee – $15,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11972 **County Administrator's Report 16. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Agreement with Gulf Coast Kid's House, Inc. for Child Protection Team Services
From: Katie Macarthur, Director's Aide
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, effective upon the date last executed by the parties and expiring on September 30, 2017, for a lump-sum payment of the remaining Fiscal Year 2016-2017 allocation of $15,100, if this lump sum allocation is exhausted additional necessary exams will be documented at a rate of $300 per exam, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Approve the necessary Purchase Order; and

D. Authorize the County Administrator to sign a Notice of Termination letter, effective February 17, 2017, for the Agreement with Northwest Florida Comprehensive Services for Children, Inc., the previous Florida Department of Health designated Child Protection Team Provider.

[Funding: General Fund, Fund 001, Cost Center 110201, Account 58234]

BACKGROUND:

Pursuant to Chapter 39, Florida Statutes, the Department of Health, in conjunction with other state agencies, coordinates the services of Child Protection Teams in each service district throughout the state. The Department designated Gulf Coast Kid's House, Inc., as the Child Protection Team (CPT) provider serving Escambia County, effective February 17, 2017. As a designated CPT provider, Gulf Coast Kid's House, Inc., is required to perform medical examinations of allegedly abused, abandoned, or neglected children; and pursuant to FS 39.304(5), the county in which the subject child is a resident bears the cost of such medical examinations.

For the beginning of Fiscal Year 2016-2017, Northwest Florida Comprehensive Services for Children, Inc., (90 Works) was the Department of Health CPT designated provider. Effective February 17, 2017, the Agreement with 90 Works was terminated and Gulf Coast Kid's House, Inc., became the new contract holder for the Children's Medical Services Protection Team. 90 Works has returned all unspent Fiscal Year 2016-2017 allocations and upon Board approval, the remaining $15,100 will be allocated to Gulf Coast Kid's House, Inc., for the continued medical exams of allegedly abused, abandoned, or neglected children. If the remaining lump sum allocation of funds are exhausted the County will be billed with appropriate documentation at a rate of $300 per exam for the remainder of Fiscal Year 2016-2017.

BUDGETARY IMPACT:

Funds are available in the General Fund (001) for the Fiscal Year 2016-2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and signed-off on the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Transition Letter

Agreement with Gulf Coast Kid's House, Inc.

Gulf Coast Kid's House™

LOCATED AT THE MARILYN KAPNER LEVIN CENTER FOR CHILDREN'S ADVOCACY AND CHILD ABUSE PREVENTION AND THE ALLEN R. LEVIN FAMILY ADVOCACY AND EDUCATION WING

3401 N. 12th Ave. • Pensacola, FL 32503 • Office: (850) 595-5800 • Fax: (850) 595-5782 • www.gulfcoastkidshouse.org

NATIONAL CHILDREN'S ALLIANCE® ACCREDITED MEMBER

Florida Children's Advocacy

ACCREDITED CHARITY BBB.org

February 2, 2017

Community Partners,

This letter is to notify you that Gulf Coast Kid's House will become the new contract holder for the Children's Medical Services Child Protection Team in District 1. The contract which was previously held by 90 Works will end effective February 17, 2017. The functions and management of the team will still be managed by Regional Director, Kirsten Bucey. The new contract number will be COQXK.

The Child Protection Team in this region has a rich history of solid performance and service delivery. We look forward to continuing to work collaboratively to ensure that child victims of abuse in our region receive quality intervention.

Please contact us with any questions or concerns.

Sincerely,

Stacey Kostevicki
Executive Director
Gulf Coast Kid's House

Kirsten Bucey
Regional Director
Child Protection Team, District 1

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, the Children's Medical Services Program of the Department of Health previously designated Northwest Florida Comprehensive Services for Children, Inc./90 Works as the Child Protection Team provider serving Escambia County; and

WHEREAS, effective February 17, 2017, the Children's Medical Services Program of the Department of Health has designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Escambia County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, by Board action on August 4, 2016, the County previously allocated the sum of $70,000.00 for Fiscal Year 2016-2017 payable to the previously designated provider, Northwest Florida Comprehensive Services for Children, Inc./90 Works; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to enter into this Agreement to provide the remaining funds for Fiscal Year 2016-2017 to the current designated Provider as provided herein.

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 Provider agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the Parties.

2.1 Program Funding. The County agrees for Fiscal Year 2016-2017 (October 1, 2016 through September 30, 2017) to contribute a sum not to exceed $15,100.00 to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of $300.00 per examination. Following execution of the Agreement, payment shall be provided to the Provider in a single lump sum payment upon receipt by County of a fully completed W-9 form, a fully executed original Agreement, and a payment invoice in a form acceptable to the County. The County shall not be obligated to provide any additional funding for Fiscal Year 2016-2017 for services described herein regardless of any additional costs that Provider may incur though September 30, 2017.

2.2 Additional Funding. Additional program funding in excess of the maximum sum authorized in this Agreement for Fiscal Year 2016-2017 may be granted by the County upon the Provider's request as may be required to fund additional medical examinations at a rate of $300.00 per examination. Said request shall be submitted in writing by the Provider along with any relevant supporting documentation and, if approved, shall be accomplished by written amendment to the Agreement.

2.3 Residual Funds. Upon the expiration or termination of this Agreement, any funds provided by the County which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the expiration of the twelve (12) month term.

2.4 Reporting Requirements. The Provider shall provide quarterly reports to the County reporting all services provided and quantifying the percentage of County funds utilized for the provision of such services. The provider shall also provide a monthly report in a form acceptable to the County documenting the details of each expenditure of County funds and services provided hereunder, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.5 Audit. Upon providing reasonable notice to Contractor, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Contractor's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expire on September 30, 2017, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the other party.

Section 4. Indemnification. The Provider shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Provider in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Provider relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Provider agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 5. Insurance. The Provider is required to maintain professional liability insurance with limits of $1,000,000.00 per occurrence and $3,000,000.00 aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 6. Independent Contractor Status. In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 7. Public Records. The Provider 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. Provider shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Provider shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Provider agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving

the Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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

Executive Director
Gulf Coast Kid's House, Inc.
3401 North 12th Avenue
Pensacola, Florida 32503

Invoices to the County will be sent to:
Office of Management and Budget
P. O. Box 1591
Pensacola, Florida 32597-1591

Section 15. 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, no deviations from the terms and conditions 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 16. 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 17. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be

construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
Board of County Commissioners
Escambia County, Florida

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

PROVIDER:
Gulf Coast Kid's House, Inc.

By: _____
Stacey Kostevicki, Executive Director

ATTEST:

Date: _____

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.
By/Title: Kristin Hual/ACA
Date: 3/22/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11910 **County Administrator's Report 16. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Supplemental Budget Amendment #092 - FWC #16175 - Derelict Vessel Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #092 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Other Grants and Projects Fund (110), in the amount of $7,650 to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #16175 - Derelict Vessel Grant to remove and dispose of two eligible derelict vessels. The $2,550 cash match will be from Vessel Registration Fees.

BACKGROUND:

At the September 22, 2016 BCC meeting, the Board authorized the County Administrator to sign a Derelict Vessel Removal Grant Application to the Florida Fish and Wildlife Conservation Commission (FWC), with local matching from Vessel Registration Fees. As required for the Grant Application, Marine Resources Division obtained price quotes for the two eligible derelict (declared “derelict” by FWC Law Enforcement) vessels in the waters surrounding Escambia County. These price quotes were submitted to FWC with Escambia County’s Grant Application requesting $7,650 grant funding, with Escambia County providing $2,550 cash match, for a total cost of $10,200 to remove and dispose of the two eligible derelict vessels. The Grant Agreement, FWC #16175 was subsequently approved by the Board on January 5, 2017.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $7,650. There is a $2,550 cash match which will be from Vessel Registration Fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 092

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded grant funds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #16175 - Derelict Vessel Grant to remove and dispose of two eligible derelict vessels, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Other Grants and Projects	110		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
FWC #16175 - Derelict Vessels	110	334xxx (new)	7,650
Total			**$7,650**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractual Services	110/220813 (new)	53401	7,650
Total			**$7,650**

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.03.28 08:27:15 -05'00'

OMB Approved

Supplemental Budget Amendment
092

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11980 **County Administrator's Report 16. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Supplemental Budget Amendment #103 - Insurance Proceeds from Damage to County Property
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #103 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Transportation Trust Fund (175), in the amount of $22,202, to recognize insurance proceeds received for damage to a traffic signal at Fairfield Drive and Palafox Street, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

BACKGROUND:
Escambia County received insurance reimbursements totaling $22,202 for damage to a traffic signal at Fairfield Drive and Palafox Street. Repairs were done by the Traffic Operations division, so the proceeds are reimbursing that cost center (211201).

BUDGETARY IMPACT:
This amendment will increase Fund 175 by $22,202.

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#103

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received insurance reimbursements for damage to County property (traffic signal), and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Transportation Trust Fund	175		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
Insurance Proceeds - Traffic Ops	175	369008	$22,202
Total			$22,202

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Repair and Maintenance - Traffic Ops	175/211201	54601	$22,202
Total			$22,202

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.03.23 14:12:33 -05'00'

OMB Approved

Supplemental Budget Amendment
#103

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11981 **County Administrator's Report 16. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Supplemental Budget Amendment #104 - SRIA Funds for Pensacola Beach Public Restrooms
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #104 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #104, Local Option Sales Tax Fund III (352), in the amount of $451,430, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for design and construction of a public restroom facility and boardwalk with observation platform across County Road 399 from the Portofino Condominiums.

BACKGROUND:

On May 5, 2016, the Board approved an Interlocal Agreement between Escambia County and the SRIA relating to design and construction of a public restroom facility and boardwalk with observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach. The SRIA agreed to provide funding from the Portofino Island Improvement Fund (PIIF) in an amount not to exceed $300,000. It is anticipated that on April 6, 2017 the Board will approve a First Amendment to the Interlocal Agreement that reflects that the SRIA agrees to contribute additional project funds from the PIIF to Escambia County in an amount not to exceed $451,430.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $451,430.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#104

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received funds from Santa Rosa Island Authority for construction of public restrooms and boardwalk with observation platform across County Road 399, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Local Option Sales Tax	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
SRIA Contribution	352	337403	$451,430
(Pcola Beach Public Restrooms)			
Total			$451,430

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/110274	56301/16PF3614	$451,430
Total			$451,430

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.03.24 08:51:36 -05'00'

OMB Approved

Supplemental Budget Amendment
#104

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11841 **County Administrator's Report 16. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Reallocation of Funds - Local Option Sales Tax (LOST III) Project and Design Team Salaries
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Funds - Local Option Sales Tax (Fund 352) for Personnel Services for Fiscal Year 2016/2017 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve transferring project funds within the Local Option Sales Tax III (Fund 352), in the amount of $1,326,730, reallocating various Local Option Sales Tax (LOST) Transportation and Drainage Project funds to be placed in Project Management (Project #12EN1898), to account for the salaries of LOST project employees in project accounting, in the amount of $994,317.

This recommendation also allocates project salaries for the Design Team, in the amount of $332,413, in project accounting. This action aligns project accounting to match fund accounting as part of the Adopted Fiscal Year 2016/2017 Budget.

BACKGROUND:

Annually, monies are transferred from various LOST projects into Project Management project #12EN1898 to correctly bill the project manager's salaries to the appropriate projects. This action allocates funds in the amount of $994,317 on the project side of Pentamation (County Finance System). Fund accounting already has the salaries budgeted for the purpose of payroll and position management.

Meeting in regular session on February 19, 2015, the Board approved creating the LOST Design Team, this action allocates $332,413 on the project side of Pentamation to cover the cost of these positions. Fund accounting already has the salaries budgeted for the purpose of payroll and position management.

BUDGETARY IMPACT:

This Budget Amendment will increase salaries in project accounting by $1,326,730.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
There are no additional positions or personnel costs associated with this action.

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases in personnel cost come before the Board.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Personnel Spreadsheet 2017
Approved Budget 1617 T&D
Approved Budget FY 16/17 Design Team

Transportation and Drainage					
210107					
			Budget	Revised Budget	
#	District	Project	2017	2017	New Total
Transportation					
08EN0211	1	Sidewalks District I	100,000.00	$ (6,647)	$ 93,353
10EN0068	8	JPA/Design Box	300,154.00	$ (19,951)	$ 280,203
08EN0228	8	Sidewalks	900,000.00	$ (59,824)	$ 840,176
11EN1405	5	Kingsfield Extension	665,193.00	$ (44,216)	$ 620,977
08EN0021	1	Beulah Road Improvements/Beltway	700,000.00	$ (46,530)	$ 653,470
08EN0078	8	East/West Longleaf Drive	900,000.00	$ (59,824)	$ 840,176
13EN2188	8	Bridge Renovations	1,016,666.00	$ (67,579)	$ 949,087
11EN1028	8	ITS Application (Box)	1,462,936.00	$ (160,390)	$ 1,302,546
08EN0208	8	Resurfacing	1,584,622.00	$ (105,331)	$ 1,479,291
14EN2658	8	Congestion Improvements	1,618,000.00	$ (107,550)	$ 1,510,450
12EN1738	8	Neighborhood Enhancements	2,800,000.00	$ (186,118)	$ 2,613,882
08EN0068	8	Dirt Road Paving	3,000,000.00	$ (199,413)	$ 2,800,587
		Total Transportation	**$ 15,997,571**	**$ (1,063,372)**	**$ 14,934,199**
Drainage					
	8	Water Quality/Flood Control	$ 190,000	$ (12,629)	$ 177,371
15EN3195	5	Ponderosa Drive Drainage Improvements	$ 725,000	$ (48,191)	$ 676,809
09EN0115	5	Muscogee Road Phase 1-5	$ 1,047,000	$ (69,595)	$ 977,405
16EN3471	5	Rebel Road	$ 2,000,000	$ (132,942)	$ 1,867,058
		Total Drainage	**$ 3,962,000**	**$ (263,358)**	**$ 3,698,642**
		Total Drainage	$ 19,959,571	$ (1,326,730)	$ 3,962,000
			$ 1,326,730	$ (1,326,730)	
			15.044	$ 0	
		Transportation/Drainage Budget		210107	$ 994,317
		divided by		210302	$ 332,413
		equals prorated percentage			$ 1,326,730

FUND: Local Option Sales Tax III
FUNCTION: Transportation
ACTIVITY: Road & Street Facilities

DEPARTMENT: Public Works
DIVISION: Engineering
COST CENTER: Transportation & Drainage LOST III

Account	Title	Actual FY 14-15	Adopted FY 15-16	3/31/16 Actual	Proposed FY 16-17	Adopted FY 16-17
51101	Executive Salaries	$ 0	$ 0	$ 0	$ 0	$
51201	Regular Salaries & Wages	600,539	722,588	283,799	743,416	
51301	Other Salaries & Wages	0	0	0	0	
51401	Overtime	0	0	0	0	
51501	Special pay	0	0	0	0	
52101	FICA Taxes	44,284	55,279	20,846	56,869	0
52201	Retirement Contributions	43,471	52,459	20,604	55,904	0
52301	Life & Health Insurance	91,147	119,700	50,683	119,700	0
52401	Workers' Compensation	17,545	16,801	8,400	18,428	0
52501	Unemployment Compensation	0	0	0	0	0
	PERSONNEL COSTS	796,986	966,827	384,332	994,317	0
53101	Professional Services	0	0	0	0	0
53201	Accounting & Auditing	0	0	0	0	0
53301	Court Reporter Services	0	0	0	0	0
53401	Other Contractual Services	0	0	0	0	0
53501	Investigations	0	0	0	0	0
53601	Pension Benefits	0	0	0	0	0
54001	Travel & Per Diem	0	0	0	0	0
54101	Communications	0	0	0	0	0
54201	Postage & Freight	0	0	0	0	0
54301	Utility Services	0	0	0	0	0
54401	Rentals & Leases	0	0	0	0	0
54501	Insurance	0	0	0	0	0
54601	Repair & Maintenance Services	0	0	0	0	0
54701	Printing & Binding	0	0	0	0	0
54801	Promotional Activities	0	0	0	0	0
54901	Other Current Charges & Obligations	0	0	0	0	0
55101	Office Supplies	0	0	0	0	0
55201	Operating Supplies	0	0	0	0	0
55301	Road Materials & Supplies	0	0	0	0	0
55401	Books, Publications, Subscriptions & Memberships	0	0	0	0	0
55801	Bad Debt	0	0	0	0	0
55901	Depreciation	0	0	0	0	0
	OPERATING COSTS	0	0	0	0	0
56101	Land	390,681	0	29,743	0	
56201	Buildings	0	0	0	0	
56301	Improvements Other Than Buildings	14,149,009	24,166,787	5,297,311	18,632,841	
56401	Machinery & Equipment	19,500	0	0	0	0
56501	Construction in Progress	0	0	0	0	0
56601	Books, Publications & Library Materials	0	0	0	0	0
	CAPITAL OUTLAY	14,559,190	24,166,787	5,327,054	18,632,841	0
57101	Principal	0	0	0	0	0
57201	Interest	0	0	0	0	0
57301	Other Debt Service Costs	0	0	0	0	0
	DEBT SERVICE	0	0	0	0	0
58101	Aids to Governmental Agencies	90,000	0	0	0	0
58201	Aids to Private Organizations	0	0	0	0	0
58301	Other Grants and Aids	0	0	0	0	0
	GRANTS AND AIDS	90,000	0	0	0	0
59101	Transfers	0	0	0	0	0
59801	Reserves	0	0	0	0	0
	NON-OPERATING COSTS	0	0	0	0	0
	TOTAL BUDGET	$ 15,446,176	$ 25,133,614	$ 5,711,386	$ 19,627,158	$ 0
	RESOURCES					
	Interest	$ 0	$ 0	$ 0	$ 0	$ 0
	Local Option Sales Tax III	15,446,176	25,133,614	5,711,386	19,627,158	0
	TOTAL REVENUES	$ 15,446,176	$ 25,133,614	$ 5,711,386	$ 19,627,158	$ 0

Three positions salaries are split between other cost centers

Transportation & Drainage Projects Total allocated $19,959,571

FUND: Local Option Sales Tax III
FUNCTION: Transportation
ACTIVITY: Road & Street Facilities

DEPARTMENT: Public Works
DIVISION: Design Team
COST CENTER: Design Team

Account	Title	Actual FY 14-15	Adopted FY 15-16	3/31/16 Actual	Proposed FY 16-17	Adopted FY 16-17
51101	Executive Salaries	$ 0	$ 0	$ 0	$ 0	$
51201	Regular Salaries & Wages	75,584	239,028	90,744	243,313	
51301	Other Salaries & Wages	0	0	0	0	
51401	Overtime	0	0	0	0	
51501	Special pay	1,365	2,400	1,200	2,400	
52101	FICA Taxes	5,437	18,468	6,663	18,797	0
52201	Retirement Contributions	5,526	17,528	7,086	25,536	0
52301	Life & Health Insurance	16,848	38,250	16,336	38,250	0
52401	Workers' Compensation	0	6,563	3,282	4,117	0
52501	Unemployment Compensation	0	0	0	0	0
	PERSONNEL COSTS	104,760	322,237	125,311	332,413	0
53101	Professional Services	0	0	0	0	0
53201	Accounting & Auditing	0	0	0	0	0
53301	Court Reporter Services	0	0	0	0	0
53401	Other Contractual Services	0	0	0	0	0
53501	Investigations	0	0	0	0	0
53601	Pension Benefits	0	0	0	0	0
54001	Travel & Per Diem	0	0	0	0	0
54101	Communications	0	0	0	0	0
54201	Postage & Freight	0	0	0	0	0
54301	Utility Services	0	0	0	0	0
54401	Rentals & Leases	0	0	0	0	0
54501	Insurance	0	0	0	0	0
54601	Repair & Maintenance Services	0	0	0	0	0
54701	Printing & Binding	0	0	0	0	0
54801	Promotional Activities	0	0	0	0	0
54901	Other Current Charges & Obligations	0	0	0	0	0
55101	Office Supplies	0	0	0	0	0
55201	Operating Supplies	0	0	0	0	0
55301	Road Materials & Supplies	0	0	0	0	0
55401	Books, Pubs, & Subs	0	0	0	0	0
55501	Training & Registrations	0	0	0	0	0
55801	Bad Debt	0	0	0	0	0
55901	Depreciation	0	0	0	0	0
	OPERATING COSTS	0	0	0	0	0
56101	Land	0	0	0	0	0
56201	Buildings	0	0	0	0	0
56301	Improvements Other Than Buildings	0	0	0	0	0
56401	Machinery & Equipment	0	0	0	0	0
56501	Construction in Progress	0	0	0	0	0
56601	Books, Publications & Library Materials	0	0	0	0	0
	CAPITAL OUTLAY	0	0	0	0	0
57101	Principal	0	0	0	0	0
57201	Interest	0	0	0	0	0
57301	Other Debt Service Costs	0	0	0	0	0
	DEBT SERVICE	0	0	0	0	0
58101	Aids to Governmental Agencies	0	0	0	0	0
58201	Aids to Private Organizations	0	0	0	0	0
58301	Other Grants and Aids	0	0	0	0	0
	GRANTS AND AIDS	0	0	0	0	0
59101	Transfers	0	0	0	0	0
59801	Reserves	0	0	0	0	0
	NON-OPERATING COSTS	0	0	0	0	0
	TOTAL BUDGET	$ 104,760	$ 322,237	$ 125,311	$ 332,413	$ 0
	RESOURCES					
	Local Option Sales Tax III	$ 104,760	322,237	125,311	332,413	0
	Federal Department of Transportation Revenues	0	0	0	0	0
	TOTAL REVENUES	$ 104,760	$ 322,237	$ 125,311	$ 332,413	$ 0

Two positions salaries are split between other cost centers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11858 **County Administrator's Report 16. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Change Order on Contract PD 11-12.030 "Beach Haven Northeast Drainage and Sanitary Sewer Project"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 11-12.030 for the Beach Haven Northeast Drainage and Sanitary Sewer Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order on Contract PD 11-12.030 for the Beach Haven Northeast Drainage and Sanitary Sewer Project, to Jehle-Halstead, Inc.:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	$80,845
Vendor:	Jehle-Halstead, Inc.
Project Name:	Beach Haven Northeast Drainage and Sanitary Sewer Project
Contract:	PD 11-12.030
PO No.:	121406
CO No.:	3
Original Award Amount:	$999,430
Cumulative Amount of Change Orders through this CO:	$99,845
New Contract Total:	$1,099,275

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272. This Change Order is for CEI services; Emerald Coast Utilities Authority (ECUA) will reimburse 40% of the cost]

BACKGROUND:

Meeting in regular session on July 12, 2012, the Board approved the Agreement with Jehle-Halstead, Inc., for Contract PD 11-12.030 for the Beach Haven Northeast Drainage and Sanitary Sewer Project.

Currently, Beach Haven Northeast Phase I is under construction and Phase 2 is under design. Due to the size and complexity of the project, the Engineer of Record's (EOR) inspection services need to be increased over the two-year construction period so that their oversight will be sufficient to adequately provide as-built certification to permitting agencies as required. A cost agreement between Emerald Coast Utilities Authority (ECUA), who will pay 40%, and the County, who will pay 60%, exists to help offset design costs for both agencies.

Change Order #1 extended the completion time to July 23, 2019. The new completion schedule is July 17, 2020, (360 days), to allow for Phase 2 construction and as-built certifications. Change Order #2 increased the cost of the contract by $19,000 to satisfy strict environmental criteria required by grant agencies. This Change Order, #3, requests additional funds, in the amount of $80,845, to compensate Jehle-Halstead, Inc., for limited construction administration and inspections tasks, attending onsite, County, and public meetings as needed, and assistance with the Phase 2 bid process. The new contract total will be $1,099,275.

BUDGETARY IMPACT:

Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0272, This change order is for CEI services, Emerald Coast Utilities Authority (ECUA) will reimburse 40% of the cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original PO with Agreement
Change Order 1
Change Order 2
Backup Change Order 3 Pending
Board Action 07/12/2012

PURCHASE ORDER NO. 121406

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
100142
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 07/13/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 11-12.030	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT CHRIS CURB AT 595-3419 IF YOU HAVE ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/12/2012	999430.0000	999,430.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	999,430.00	08EN0272

PAGE TOTAL $	999,430.00
TOTAL $	999,430.00

APPROVED BY Charles R Oliver 7/17/12

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

jehle-halstead, inc.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(07/08/03)

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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of July, 2012, 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 jehle-halstead, inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 5414 Highway 90, Milton, Florida 32571, and whose Federal tax identification number is 59-2255441 (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: jehle-halstead, 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 Chris Curb, Project Manager, Public Works/Engineering Division. 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 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project.

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) 11-12 in the amount of Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars ($999,430.00) 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 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, and as represented in the Consultant's Letter of Interest response to PD 11-12.030, 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 deficiencies 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 shall be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $950,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies 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 deficiency 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 Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars ($999,430.00). 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 thirty (30) 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, Section 218.70, Florida Statutes, 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:

jehle-halstead, inc.
5414 Highway 90
Milton, Florida 32571

(d) Invoices to the County shall be sent to:

Chris Curb
Public Works / Engineering
3363 West Park Place
Pensacola, Florida 32505

Notices to the County shall be sent to:

Charles R. "Randy" Oliver
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 deficiencies 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) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall 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:

(a) HOLD HARMLESS: The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) INDEMNIFICATION: The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred ($100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree 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. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9.8 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 with $1,000,000 per occurrence minimum limit.

(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 Paul Nobles, Purchasing Coordinator, P.O. Box 1591, Pensacola, Florida 32591-1591 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 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.

9.21 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.

9.22 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 jehle-halstead, 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:

Susan Hendrix
Witness

Cheryl Young
Witness

By: Charles R. Oliver 7/17/12
Charles R. "Randy" Oliver, County Administrator

Date:

BCC Approved July 12, 2012

CONSULTANT:
jehle-halstead, inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: M.P. Hall
Secretary

By: Donald P. Jehle
Donald P. Jehle, P.E./Chief Executive Officer

Date: 7/3/12

EXHIBIT A

Scope of Services – PD 11-12.030
Beach Haven Northeast
Drainage & Sanitary Sewer Project

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project as described below and as presented in Exhibits B and C. A complete description with background of the project is provided in the Information Package, Pages 1 through 6, of the Beach Haven Northeast Drainage & Sanitary Sewer Project, Solicitation Identification Number PD 11-12.030.

Task 1: Surveying Base Design Elements:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine apparent right-of-way, and obtain topographic data points for topographic mapping and cross-sections.

- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.

- Survey cross-section data intervals shall not exceed 50 feet. Topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.

- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system. Additional information for low lying lots shall be obtained to ensure proper grades for drainage design.

- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.

- The project consists of approximately 66,800 linear feet of roadway of which 7270 linear feet is undeveloped/unimproved roadway.

- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Task 2: Data Collection / Meetings & Design Alternatives:

- Public awareness of the project will be provided with a mail out and information provided at other public meetings during this phase. (i.e. CRA meetings).

- Meet with Public Works/Engineering staff for input on maintenance and historical complaints.

- Review of all other historical data and all utility mappings and coordination with other utility providers for additional input. Identify preliminary affected utilities.

- Investigate design alternatives for drainage and sanitary sewer with preliminary design calculations and layouts. Preliminary easements and land requirements will be identified.

Task 3: Design Plan Preparation and Permitting:

- Provide 30% (Task 3-30), 60% (Task 3-60), 90% (Task 3-90), and final, 100% (Task 3-100) plans and specifications for each project phase for review by County. Public meetings are planned for the 30% phase and the 90% phase; these meeting times may change per direction by the County.

- Provide for all required regulatory permitting, including permit fees; permitting fees are a supplemental part of the project.

- Plans shall be reproducible to 11"x17" and 24" X 36" sheets size plans.

- Utility Coordination and Plans-in-hand walk through with Utility companies.

- Project will be phased and plans shall include phasing to accommodate separate areas.

- All County submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.

- Submit preliminary cost estimates beginning with 60% submittals.

- Provide QA/QC reviews by Team members planned for the 30% design and the 90% design effort.

Task 4: Bidding Process:

- Bidding of project phases will be a consideration and determined as funds become available for construction.

- County shall prepare bid documents with plans and specifications provided by the Consultant.

- Attend pre-bid conference with Engineering and Purchasing Departments.

- Respond to all Requests for Information and issue any necessary addendums.

- Review bids and provide a tabulation of the bids.

- A supplemental service for a possible additional bidding phase shall be provided at a later date (exact cost to be negotiated at that time).

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference.

- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues.

- The COUNTY and ECUA will inspect construction improvements. CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.

- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.

- A supplemental service for a possible additional construction phase CA shall be provided at a later date at direction of the County (exact cost to be negotiated at that time).

Supplemental Services:

- Geotechnical Investigation: NOVA Engineering and Environmental shall provide this service through the CONSULTANT as directed. As a supplemental service, billing will occur as services are rendered and as presented by NOVA without any additional charges by the CONSULTANT. A complete description of services is provided in ***"Exhibit C – Supplemental Service Geotechnical Investigation"***.

- Ecological & Wetlands Permitting Services: Edmisten & Associates, *Ecological Consultants* shall provide this service as detailed in ***"Exhibit C – Supplemental Service – Ecological & Wetlands Permitting"***. As a supplemental service, billing will occur as services are rendered and as presented by Edmisten & Associates without any additional charges by the CONSULTANT.
  A majority of these services may not be required based on design elements and final design decisions by the Team members.

- Property and Easement Surveys: Based on design alternatives and design through the 60% level, additional properties for stormwater pond sites and sanitary sewer lift stations may be required. Easements and/or additional rights-of-way may be required (not anticipated) and this survey task shall cover the survey requirements. The level of service anticipated is shown in ***"Exhibit C – Supplemental Service – Property and Easement Surveys & Sketches"***.

- S.U.E. Element: Additional subsurface utility engineering investigations may be required and are anticipated at the level shown in ***"Exhibit C – Supplemental Service – S.U.E. Element (Additional Utility Investigation)"***.

Scope of Services
Beach Haven Northeast
Drainage & Sanitary Sewer Project

Purpose:

The Escambia County Engineering Division of Public Works (COUNTY) requests engineering construction plans be developed for the Beach Haven Northeast Drainage & Sanitary Sewer Project, including some limited construction administrative services. This project is planned to be jointly funded by Escambia County and Emerald Coast Utility Authority (ECUA) with Escambia County Engineering Division of Public Works taking the lead project management role. The Beach Haven Northeast project boundaries extend from Gulf Beach Hwy on the South to Jones Swamp & Old Hickory Subdivision on the North, Fairfield Drive on the West and Mills Avenue on the East, excluding a portion of Bartow Avenue North of Eliasberg Street. The CONSULTANT selected to provide A&E services for the project shall provide for public input, surveying, construction plan preparation, permitting, bidding assistance, and limited project construction oversight.

It is the intent of the COUNTY, in partnership with ECUA, to implement certain drainage and sanitary sewer improvements in the Beach Haven Northeast area including Rentz Avenue, Calhoun Avenue, Bremen Avenue, Winton Avenue, Colbert Avenue, Decatur Avenue, Gordon Avenue, Polk Avenue, Paulding Avenue, Wayne Avenue, Lowndes Avenue, and Mills Avenue all North of Gulf Beach Highway; the portion of Bartow Avenue South of Eliasburg Avenue and North of Gulf Beach Highway; the open unpaved portion of Cravatt Street (AKA North Street) between Gordon Avenue and Paulding Avenue; the remaining unopened portion of North Street as needed for drainage and sewer connections, Brunswick Street, Cairo Street, Lamar Street, Talbert Street, and Graupera Street all East of Fairfield Drive and North of Gulf Beach Highway. Due to the number of streets and large area associated with this scope, the project design has the potential to be constructed in multiple phases (up to 3 phases), as funding becomes available.

The COUNTY's intended scope of this project include the surveying and design services to provide drainage enhancements to the existing drainage system within the project area, replacement of unsafe deep roadside ditches, prevent roadway and adjacent lot flooding, prevent roadside shoulder ponding, provide dirt road paving improvements to Cravatt Street, provide roadway connectivity between roadways or otherwise cul-de-sacs at roadway terminations, provide roadway reconstruction & resurfacing improvements as roadways are evaluated or otherwise impacted by the construction, and provide sanitary sewer services as directed by ECUA.

It is the intent of ECUA, through the COUNTY, to provide sanitary sewer services service to all lots within the subject project area. A majority of the parcels in the project area can be served by providing a gravity sewer main connection to an existing 21" gravity sewer main located along the North boundary of the project area up to the North end of Colbert Avenue. From Colvert Avenue to the West it is expected the sewer can be extended along the North Street right-of-way of Beach Haven. An existing lift station and force main along Rentz Street, just North at Elisburg Street can be abandoned and converted to a gravity system by extension of the existing gravity main. However, along the south-westerly portion of the project area, south of Eliasburg Street and West of Winton Avenue, it is expected a new gravity system with a lift station will be necessary to connect to the previously mentioned proposed extended sewer system.

The COUNTY and ECUA will accommodate a majority of the Construction Administration and Inspections Services either through a third party consultant and/or with in-house staff, with the CONSULTANT providing limited services as necessary to provide for as-built certification and address design related issues during construction, on an allowance and as needed basis. The COUNTY and/or ECUA may elect to increase the CONSULTANT'S construction inspections services and has the option to negotiate such additional services during the course of the contract.

Project Background & Focus:

Beach Haven Subdivision was platted in 1906 in Deed Book 46 Page 51. Since 1906 the Beach Haven area has changed considerable. The North-South right-of-way were platted 80' wide and the East-West right-of-ways were platted 60' wide. Most of the lots have rear yard alleys running North and South along the associated East or West lot lines, which could be incorporated into the design if necessary. A majority of the roads in the subject project area were dirt roads in the early 1970's and were later paved. Currently, all roadways are paved in the subject project area, except for the right-of-ways of North Street, Cravatt Street, portions of Lamar Street, and Brunswick Street (AKA Wells Street); all considered unopened rights-of-ways, except Cravett Street. Many of the existing roadway surfaces need to be resurfaced as part of this project and are to be evaluated as part of the scope of work during the design. It is the intent of the County to pave Cravett Street and any portion of existing right-of-ways which would provide roadway connectivity between roadways or otherwise cul-de-sacs at the end of roadway terminations. In 2010 the unpaved portion of North Street from Gordon Avenue to Paulding Avenue was renamed from North Street to Cravatt Street, this also being the only opened dirt road section within the project area. The remaining portion of North Street right-of-way is either an open ditch or unopened right-of-way with an existing sanitary sewer extending up to the Old Hickory Subdivision.

Old Hickory Subdivision, adjoining the North boundary of the project area, was built in the early 1970's as a private subdivision and remains private today. As part of those plans a ditch was installed within the North Street right-of way of Beach Haven. This existing ditch is currently a primary drainage conveyance system for the Westerly portion of the project area to the wetlands along the North boundary of the project area. Additionally, the sanitary sewer system in the Old Hickory Subdivision was connected to the existing 21" gravity sewer main located along the North Street right-of-way and boundary of the project area.

In 2002 Escambia County and ECUA worked together to contract a Master Plan to study and evaluate the drainage and sanitary sewer needs in the Beach Haven area. The Beach Haven Drainage and Sewer Master Plan was completed by Jehle- Halstead Inc. in July 2003. This study resulted in a 12 phase, 23 million dollar project to provide sewer and drainage improvement in the area. This study did not move forward into active design due to the funding constraints associated with such a large scale project. However, in 2011 both ECUA and the COUNTT committed to proceeding with design of the first 3 phases identified in the Beach Haven Master Plan. It is the intent of ECUA to implement the design of C1, C2, & C3 sanitary sewer collection systems, as identified in the Beach Haven Sanitary Sewer Rehabilitation Plan. It is the intent of Escambia County to implement Phase 1, 2, and 3 of the Beach Haven Drainage Study. Both the sanitary sewer rehabilitation plan and drainage study are included in the Beach Haven Master Plan.

Currently, the old 21" clay gravity sewer system, existing along the Northern boundary of Beach Haven within portions of the right-of-way known as North Street, flows to Patton Street lift station (LS# 120). The downstream sanitary sewer transmission facilities were evaluated in 2003 and considered to have adequate capacity, but will need to be checked again, considering the Main Street plant has now been taken off-line.

Due to significant street flooding of Bartow Avenue North of Cairo Street and the fact that ECUA already had and existing gravity sanitary sewer system on Bartow Avenue, the Bartow Area Drainage Project was started in 2005 by the COUNTY as an in-house project, which resulted in contracting design service from Kenneth Horne & Associates in 2009. This project was designed and constructed with a curb/gutter drainage system and a Vortech Stormwater treatment vault system to address both flooding and water quality issues. The Bartow Area Drainage Project system was completed in 2011.

Firms interested may download information from the Beach Haven Drainage and Sewer Master Plan and Bartow Area Drainage Project at Escambia County's FTP website by the following information:

website: ftp.myescambia.com
username: **escambia**
password: **escambia**
file name: "Beach Haven Drainage & Sewer FTP folder"

Description of Work Activities:

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project:

Task 1: Surveying services necessary for project design to include:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine right-of-way, and obtain topographic points.
- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Survey cross-section data intervals shall not exceed 50 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system.
- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
- Provide boundary survey or legal descriptions with sketches for any pond sites, rights-of-way, or lift station sites as may be necessary for property acquisition purposes.

Task 2: Other data collection & review of data to include:

- Attend at minimum two public meetings with residents to receive input from the residents regarding drainage and to present the design.
- Meet with Public Works staff for input on maintenance and historical complaints.
- Review the 2003 Beach Haven Drainage and Sewer Master Plan & Bartow Project data.
- Geotechnical investigation and report for a minimum of one lift station site, and 2 to 3 possible pond sites as may be necessary for drainage design.

Task 3: Plan Preparation and Permitting:

- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fees.
- Plans should be reproducible to 11"x17" and 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies.
- Project will be phased and plans shall include phasing to accommodate separate areas.
- All submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.
- Submit preliminary cost estimates beginning with 60% submittals.

Task 4: Bidding:

- Bidding of project phases will be a consideration and determined as funds become available.
- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.

- Respond to all Request For Information and issue any necessary addendums.
- Tabulate bids.

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference for each phase
- CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues, and as needed to monitor construction and prepare as-built drawings. The COUNTY and ECUA will inspect construction improvements.
- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.

Funding Source:

The total amount allocated by Escambia County in LOST III, FY 2011 / 2012 is $ 1,066,251.00. The ECUA board has budgeted $400,000.00 for design services and plans to budget funds for construction once design has been completed. These funding sources will fund the design services and purchase of any pond, lift station parcels, or right-of-way that may be necessary as part of the design. The County and ECUA will enter a joint participation agreement to fund the project at the time project is awarded to the CONSULTANT.

Escambia County Funding Source: Beach Haven
Fund Code: 352 "LOST III"
Account Code: 210107
Object Code: 56301
Project Number: 08EN0272

The total amount allocated in LOST III, budget FY2014 / 2015 is currently $1,700,000 to partially fund construction. Additional construction funds will need to be identified and allocated to fund construction of the project. It is expected the project will be divided into two construction phases, of which the design firm will need to provide for within their fee proposal and scope.

Initial Estimated Construction Cost: $9,500,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides construction estimates of approximately $7.5 million to $10.5 million range. This costs range depends upon whether the sewer is placed off pavement or under the pavement and whether the drainage system is curb and gutter or roadside swales. The COUNTY intends to utilize roadside swales in combination with a trunk line drainage system with ditch bottom inlets as the drainage design approach. With the existing right-of-way of 60' and 80' widths and the existence of alleys, the drainage and sewer system can easily be placed along the shoulders or within the alleys, thus reducing impacts to the pavement. However, asphalt resurfacing will be necessary for a significant portion of the project area anyway. Considering current construction costs the initial estimated construction costs for budgeting purposes is expected to be around $9,500,00.

Initial Conceptual Design Estimate: $950,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides design estimates of approximately $600,000 to $900,000 range, also depending type of drainage design and placement of the sewer. Considering current design costs the initial estimated design costs for budgeting purposes is expected to be around $950,000. Since the design will be funded by both ECUA and the County, the selected firm will need to provide a fee schedule and invoice dividing the design task between ECUA and Escambia County, expected to be about a 40/60 split respectively.

Desired Timelines: **Initial 4 year contract**

Design time frame: 2 years for two project phases (provides allowance for property acquisition).
Design for First Phase: 1 year (includes permitting)
Design for Second Phase: 1 year (includes permitting)
Construction time frame: 2 years (including bidding assistance & limited inspection)
Total Contract time: The initial contract time will be 4 years (includes design and construction time for beginning phases). The contract has the potential to be extended another 2 years depending upon funding limitations.

EXHIBIT B – SUMMARY PROJECT SCHEDULE

TASK NUMBER & DESCRIPTION		NUMBER OF DAYS
1	SURVEYING BASE DESIGN ELEMENTS	200
2	DATA COLLECTION/DESIGN ALTERNATIVES/MEETING(S)	50
3-30	30% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	90
3-60	60% DESIGN/PLAN PREPARATION/PERMITTING	120
3-90	90% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	84
3-100	100% PLAN PREPARATION/PERMITTING/MEETING	40
4	BIDDING PROCESS	90
5	CONSTRUCTION ADMINISTRATION	TBD (est. at 730 days)
	Total Days through Bidding	**496**

SUPPLEMENTAL SERVICES

Geotechnical Investigation	50
Ecological & Wetlands Permitting	42
Property & Easement Surveys/Legal Sketches	60
SUE Services/Survey	40

Notes:

1. Task items above are for total project and run concurrently from Phase I and Phase 2 construction documents
2. *Supplemental Services* occur from 30% documents through 90% documents and are inclusive in *Total Days*
3. Property acquisition (if required) is assumed to occur following the 60% design stage through 100% documents

EXHIBIT C - TASK 1
SURVEYING: BASE DESIGN ELEMENTS

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

DESIGN SURVEY ELEMENTS	SURVEY CREW $125	CADD SURVEY TECH $60	PLS/DEPT. MGR. $95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL	72	20			92	$10,200.00
ALIGNMENT	40	20			60	$6,200.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY	16	30			46	$3,800.00
TOPOGRAPHY	300	240			540	$51,900.00
BENCH LEVELS	48	20			68	$7,200.00
CROSS SECTIONS	48	60			108	$9,600.00
UNDERGROUND UTILITIES	52	60			112	$10,100.00
LOCATION OF IMPROVEMENTS	320	240			560	$54,400.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS	90				90	$11,250.00
DATA REDUCTION/BASE MAPPING			48		48	$4,560.00
SUB-TOTAL	986	690	48		1724	$169,210.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS					0	$0.00
PROPERTY/EASEMENT DRAWINGS					0	$0.00
PROPERTY/EASEMENT STAKEOUT					0	$0.00
CONSTRUCTION STAKEOUT					0	$0.00
DATA REDUCTION/COMPUTATIONS			80		80	$7,600.00
DEED RESEARCH			32		32	$3,040.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			52		52	$4,940.00
BOUNDARY SURVEY					0	$0.00
P.C.P.					0	$0.00
OTHER (DESCRIBE)					0	$0.00
SUB-TOTAL	0	0	164		164	$15,580.00
TOTAL SURVEYING HOURS	986	690	212		1888	
TOTAL SURVEYING FEE	$123,250.00	$41,400.00	$20,140.00			$184,790.00

EXHIBIT C - TASKS 2 THRU TASK 5
PROPOSED MANHOUR/FEE ESTIMATE

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June 22, 2012

COUNTY PROJECT NO.: PD 11-12.030

ITEM	DESCRIPTION	PRINCIPAL/SR. ENGINEERS $200	PROJECT MGR./ENG. $135	DESIGN ENGINEER $95	TECH./ CADD OP. $70	INSPECTOR $75	TOTAL HOURS	FEE
TASK 2: DATA COLLECTION / MEETINGS								
A	REVIEW AVAILABLE DATA/MAPS/UTILITY DWGS./ETC.	2	24	40	6		72	$7,860.00
B	MEETINGS WITH COUNTY & PUBLIC AWARENESS (FLYERS)	2	10	8	24		44	$4,190.00
C	DESIGN ALTERNATIVES/ANALYSES/ICPR/SANITARY SEWER	8	90	220	24		342	$36,330.00
D	PRELIM. EASEMENTS & R/W REQUIRED	6	12	24	10		52	$5,800.00
E	SITE INSPECTION/ADDITIONAL SURVEY REQUIREMENTS		24	12			36	$4,380.00
F	IDENTIFY AFFECTED UTILITIES		8	20	8		36	$3,540.00
	TASK 2 SUB-TOTAL	18	168	324	72	0	582	$62,100.00
TASK 3-30: 30% DESIGN/PLAN PREPARATION & PERMITTING								
A	DEVELOP DESIGN CRITERIA/SET MIN. STANDARDS	6	24				30	$4,440.00
B	SURVEY QUALITY CONTROL	4	24			18	46	$5,390.00
C	GEOTECHNICAL INVESTIGATION COORDINATION	4	16	16			36	$4,480.00
D	DETERMINE PERMIT REQ. (DRAINAGE/WETLANDS/ETC)	2	30	12			44	$5,590.00
E	EASEMENTS/ROW /PROPERTY ACQUISITION DETERMINATIONS	2	12	16			30	$3,540.00
F	BASE & PRELIMINARY DESIGN DRAWINGS	8	200	560	936		1704	$147,320.00
G	QA/QC REVIEW	24	60				84	$12,900.00
H	PUBLIC & COUNTY MEETING	4	8		32		44	$4,120.00
	TASK 3-30 SUB-TOTAL	54	374	604	968	18	2018	$187,780.00
TASK 3-60: 60% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE DESIGN PARAMETERS	4	32	16			52	$6,640.00
B	PREPARE PERMIT APPLICATIONS		18	20			38	$4,330.00
C	COORDINATION W/ UTILITIES AND PERMIT AGENCIES	4	80	24	16		124	$15,000.00
D	60% CONSTRUCTION PLANS	12	132	720	1248	40	2152	$178,980.00
E	60% SPECIFICATIONS		20	30			50	$5,550.00
F	PRELIMINARY COST ESTIMATES		16	24	12		52	$5,280.00
	TASK 3-60 SUB-TOTAL	20	298	834	1276	40	2468	$215,780.00
TASK 3-90: 90% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE AND SUBMIT PERMIT APPLICATIONS		24	30	12		66	$6,930.00
B	REVIEW W/ UTILITIES AND PERMIT AGENCIES/COMMENTS	2	60	24			86	$10,780.00
C	90% CONSTRUCTION PLANS	16	160	400	800	32	1408	$121,200.00
D	90% SPECIFICATIONS		12	18			30	$3,330.00
E	COST ESTIMATES	2	16	20			38	$4,460.00
F	QA/QC REVIEW	20	132				152	$21,820.00
G	PUBLIC & COUNTY MEETING	6	16		30		52	$5,460.00
	TASK 3-90 SUB-TOTAL	46	420	492	842	32	1832	$173,980.00
TASK 3-100: FINAL (100%) PLAN PREPARATION & PERMITS								
A	COORDINATE RECEIPT OF ALL PERMITS	2	48	20			70	$8,780.00
B	100% CONSTRUCTION PLANS	8	24	48	100		180	$16,400.00
C	100% SPECIFICATIONS	2	20	32			54	$6,140.00
D	FINAL COST ESTIMATE		12	16	8		36	$3,700.00
E	COUNTY REVIEW MEETING		4	2			6	$730.00
	TASK 3-100 SUB-TOTAL	12	108	118	108	0	346	$35,750.00

TASK 4: BIDDING PROCESS		PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH/ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
ITEM	**DESCRIPTION**	$200	$135	$95	$70	$75		
A	BID PACKAGE/SOLICITATION FOR BIDS (BY COUNTY)	1	6				7	$1,010.00
B	PRE-BID CONFERENCE		4				4	$540.00
C	ADDENDA PREPARATION	1	10	8	6		25	$2,730.00
D	REVIEW BIDS-BID TABULATION	2	4		4		10	$1,220.00
	TASK 4 SUB-TOTAL	4	24	8	10	0	46	$5,500.00
TASK 5: LIMITED CONSTRUCTION ADMINISTRATION & INSPECTION								
ITEM	**DESCRIPTION**							
A	PRE-CONSTRUCTION CONFERENCE		4	4			8	$920.00
B	LIMITED INSPECTION/ADMINISTRATION	2	16	20		40	78	$7,460.00
D	CERTIFICATION/AS-BUILT PREPARATION		16	24	40		80	$7,240.00
	TASK 5 SUB-TOTAL	2	36	48	40	40	166	$15,620.00
TOTAL HOURS AND ENGINEERING FEE		156	1428	2428	3316	130	7458	$696,510.00
TOTAL DESIGN SURVEYING FEE (TASK 1)								$184,790.00
							TOTAL SURVEYING/ENGINEERING SERVICES	$881,300.00
SUPPLEMENTAL SERVICES								
GEOTECHNICAL INVESTIGATION SERVICES		SEE NOVA PROPOSAL ATTACHED						$57,600.00
ECOLOGICAL & WETLANDS PERMITTING SERVICES		SEE EDMISTEN & ASSOCIATES PROPOSAL ATTACHED						$21,270.00
PROPERTY AND EASEMENT SURVEYS & LEGAL SKETCHES		SEE ATTACHED ESTIMATE						$11,820.00
S.U.E. SERVICES & SURVEYING		SEE ATTACHED ESTIMATE						$24,940.00
PERMIT FEE ALLOWANCE								$2,500.00
							TOTAL SUPPLEMENTAL SERVICES	$118,130.00
							TOTAL SURVEYING/ENGINEERING/SUPPLEMENTAL SERVICES	$999,430.00

NOVA
ENGINEERING AND
ENVIRONMENTAL

136 Industrial Drive
Pensacola, Florida 32505
850.607.7782 / Fax – 850.249.6683
www.usanova.com

June 7, 2012
Revised June 21, 2012

Mr. Glenn Halstead, P.E.
Jehle-Halstead, Inc.
5414 U.S. Highway 90
Milton, Florida 32571

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Beach Haven Northeast Drainage & Sanitary Sewer Project
Escambia County, Florida
NOVA Proposal Number 08324-Gr

Dear Mr. Halstead,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this revised proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent email exchanges with Jehle-Halstead, Inc., personnel;
- Review of information contained in an RLI prepared by the Escambia County Engineering Division of Public Works for this project.
- Review of a drawing prepared and provided by Jehle-Halstead, Inc., that denotes the roadway alignments within the Beach Haven community where the subject sewer main installations and drainage improvements are proposed; and
- Review of aerial photography via internet based GIS software.

NOVA understands the project will consist of installing new sewer mains and laterals (expected to bear as deep as 10 feet below current site grades) along approximately 60,000 linear feet of residential roadway alignments within the Beach Haven community limits. This project will also include repaving these residential roadways, installing new roadways at select locations that are currently undeveloped, installing

one (1) new lift station (expected to bear approximately 30 feet to 35 feet below current site grades), and constructing up to three (3) new stormwater retention basins as part of the planned improvements to address regional drainage issues. Roadside swales are also a potential drainage improvement option for this project.

Please note; **this exploration is limited to the sewer main installations, pavement section improvements/installations, lift station foundation design, and drainage improvement aspects of the subject project**; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to assess the subsurface conditions along the subject roadway alignments, as well as the lift station and SMS basin locations, as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that auger data will be sufficient to evaluate soil types along the proposed roadway alignments and SMS basin locations, core data will be sufficient to evaluate existing asphalt pavement section thicknesses, and Standard Penetration Test data will be required for the proposed lift station. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on a review of the provided information, we propose to perform the following field services for this project:

- Perform sixty (60) pavement cores, with 10-foot deep auger borings to be performed subsequent to the coring. Thirty (30) of the cores will be located on approximate 2,000-foot centers between core locations throughout the roadways that are included in this project, and the remaining thirty (30) cores will be located in specific areas where poor or questionable pavement conditions are observed. The core locations will be patched with quick-setting grout or cold-patch asphalt upon the completion of each boring.

- Perform forty-five (45) additional 10-foot deep auger borings on alternate shoulders of the existing roadways. These borings, when coupled with the borings proposed above to be performed under the core locations, will equate to an approximate spacing of 1,000 feet between borings along the length of this project, to evaluate the subsurface conditions for the planned sewer pipe installations. Additionally, these borings are planned to double as swale borings, so DRI testing will also be performed at select boring locations.

- Perform five (5), 10-foot deep auger borings along approximately 2,000 linear feet of new roadway alignment anticipated to be installed north of Cairo Street between Mills Avenue and Gordon Avenue. LBR samples will be obtained from two (2) of these boring locations.

- Perform six (6), 15-foot deep auger borings at the three (3) proposed SMS basin sites (i.e., 2 borings per basin is proposed).

- Perform one (1), 40-foot deep SPT boring at the proposed lift station location.

- Obtaining digital photographs of the existing pavement sections present throughout the subject roadway alignments, to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report

The borings and the temporary monitoring wells will be located in the field by taping and pacing from site features and landmarks. The auger borings will be drilled using a coring machine and a mechanical flight auger, as we anticipate that the water table will preclude extending the borings to their recommended depths using hand-held equipment. The SPT boring will be drilled using a truck mounted drill rig. Soil samples will be collected at selected depth intervals via the grab method from the auger flights, and via the split spoon method for the SPT boring.

Upon completion of the borings, the depth to groundwater will be measured. If practicable, the stabilized groundwater depths will be measured 24-hours after completion of the borings. Soil cuttings from the drilling process will be used for backfilling of the boreholes and asphalt sections will be patched with premixed, bagged cold patch material.

- **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 (grain-size analyses, natural moisture content, organic content determination, corrosion potential testing, hydraulic conductivity testing, etc.) of representative soils. At this time we recommend the following laboratory testing program.

Laboratory Test Procedure	Approximate Quantity of Tests
Mechanical Grain Size Analyses	25
Natural Moisture Content Testing	50
Organic Content by Ignition Method	25
Hydraulic Conductivity Testing (ponds and swales)	10
LBR Testing (new roadway sections)	2

Soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the project summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report. Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Log of Boring Records.
- Measured apparent and estimated seasonal high groundwater levels at the boring locations.
- Recommendations for subgrade preparation with respect to the planned pipe installations.
- An Existing Pavement Evaluation of the existing roadways.
- Recommended pavement sections based on provided or assumed traffic loadings and soil types collected from the test borings, for the planned new roadway alignments.
- Lift station foundation and backfilling recommendations.
- SMS basin and roadside swale recommendations, including geotechnical design parameters as required in Chapter 13 of the NWFWMD's ERP Applicant's Handbook.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for pipe bedding and backfilling, roadway resurfacing and/or reconstruction, the lift station and SMS basin installations, and the new roadway construction.

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 the roadway right-of-ways pertaining to this project. 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 (and capped with quick-setting grout or cold-patch asphalt for the pavement core borings) 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 breakdown for our proposed scope of services will be as noted below:

- Field Personnel & Equipment Mobilization (3 weeks, including M.O.T.) $1,500
- 116 auger borings (up to 1,190 LF of drilling) $11,900
- 1 SPT boring (up to 40 LF of drilling) $750
- Roadway pavement cores (60, includes patching) $6,000
- Backfilling of bore and core holes with soil cuttings and cold patch/grout $1,200
- DRI Field Tests (15) $7,500
- Laboratory Testing and Analysis (see above for tests and counts) $6,750
- Engineering Evaluation and Reporting $22,000

Total Fee ..... **$ 57,600**

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 field team can likely mobilize to the site within a few days of the utility locates being completed.

We anticipate that fieldwork will take approximately 3 to 4 weeks to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 8 weeks of receiving the Notice to Proceed. 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

William M. Cantrell, Sr.
Principal

William L. Lawrence, P.E.
Project Engineer

Attachments: NOVA's Commitment to Quality
Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions

EXHIBIT C - SUPPLEMENTAL SERVICE
ECOLOGICAL & WETLANDS PERMITTING

Edmisten & Associates
Ecological Consultants

June 7, 2012

Mr. Glenn Halstead
Jehle-Halstead Engineering
5414 U.S. 90
Milton, FL 32571

RE: Beach Haven Northeast Drainage & Sanitary Sewer project

Dear Mr. Halstead:

This letter shall constitute a Scope Letter under the Agreement for Services dated June 7, 2012. Edmisten & Associates agrees to perform the following scope of services for you on Phases I, II & III of the project known as Beach Haven Northeast Drainage & Sanitary Sewer project in Escambia Count, Florida:

- **Ecological Consulting Services-**
  - Assist with environmental permitting as detailed on the attached "Scope Worksheet".

The Scope Worksheet organizes the various duties that Edmisten & Associates will perform throughout the permitting process into phases and tasks. These are cost estimates based on our firm's knowledge and experience; however, our level of involvement is highly varied depending on factors including but not limited to the complexity of the project, the quality of the wetlands to be impacted, and resistance from the regulatory agencies and/or the general public. Please note that permit application submittal fees are based on the amount of wetland impact (yet undetermined) and are *not covered* under this scope of services. Mitigation fees such as land and/or bank credit purchase and restoration costs, are also not covered.

Your signature below and on the Agreement for Services and your initials on the Scope Worksheet will constitute our official notice to proceed with the project.

Thank you for this opportunity to be of service.

Respectfully,
Edmisten & Associates

Sean O'Toole
Ecological Consultant

Client Signature:_____ Date: _____

Printed Name: _____

SCOPE WORKSHEET

Edmisten & Associates

June 2012

Jehle Beach Haven drainage

Delineation & Permitting Scope
Corps IP and District ERP permit application

	PHASE	TASK	HOURS	AMOUNT	Subtotal
I	Site Specific Survey	Site Specific Survey (if necessary) of entire 30+/- acre area		$1,200.00	
		PHASE I SUBTOTAL		**$1,200.00**	
II	Jurisdictional Determination	Delineate wetland areas	46.00	90.00	4140.00
		Delineate ditches	27.00	90.00	2430.00
		GIS/GPS data collection, Arc maps	8.00	90.00	720.00
		PHASE II SUBTOTAL		**$7,290.00**	
III	Pre-Submittal	Design plan	6.00	90.00	540.00
		Pre-app meetings	10.00	90.00	900.00
		Site inspections w/agencies	8.00	90.00	720.00
		Technical narrative	8.00	90.00	720.00
		ERP Application form	4.00	90.00	360.00
		Species issues	2.00	90.00	180.00
		UMAM	6.00	90.00	540.00
		Mitigation plan	6.00	90.00	540.00
		Drawing review	8.00	90.00	720.00
		PHASE III SUBTOTAL		**$5,220.00**	
IV	Agency Completeness Review	Request for Additional Information	12.00	90.00	1080.00
		Additional site inspections w/agencies	6.00	90.00	540.00
		Avoidance and Minimization criteria	6.00	90.00	540.00
		Revise Mitigation Plan	6.00	90.00	540.00
		Mitigation coordination	10.00	90.00	900.00
		Project modifications	8.00	90.00	720.00
		Drawing changes review	6.00	90.00	540.00
		PHASE IV SUBTOTAL		**$4,860.00**	
V	Permit Issuance	Mitigation coordination	6.00	90.00	540.00
		Mitigation finalization	8.00	90.00	720.00
		Conservation easement, surveyor coordination, etc...	6.00	90.00	540.00
		Agency coordination	10.00	90.00	900.00
		PHASE V SUBTOTAL		**$2,700.00**	

NOTES:

Fees: Permit application submittal fees (based on acreage impacts) are NOT included; Mitigation fees (land purchase, preservation, restoration, etc...) costs are NOT included.

ALL HOURS IN PHASES ARE ESTIMATES BASED ON STAFF EXPERIENCES WITH THE AGENCIES; HOWEVER THESE ARE SUBJECT TO CHANGE

Work in Phases III-V will be billed on a time and material basis based on a $90/p.h. rate

TOTAL ESTIMATED COST	$21,270.00

INITIALS



DATE

EXHIBIT C - SUPPLEMENTAL SERVICE
PROPERTY AND EASEMENT SURVEYS & SKETCHES

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

	SURVEY CREW	CADD SURVEY TECH	PLS/DEPT. MGR.	NOTES	TOTAL HOURS	FEE
DESIGN SURVEY ELEMENTS	$125	$60	$95			
BASELINE CONTROL	2	1			3	$310.00
ALIGNMENT					0	$0.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY					0	$0.00
TOPOGRAPHY	30	16			46	$4,710.00
BENCH LEVELS	2	1			3	$310.00
CROSS SECTIONS					0	$0.00
UNDERGROUND UTILITIES					0	$0.00
LOCATION OF IMPROVEMENTS	6	2			8	$870.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS					0	$0.00
DATA REDUCTION/BASE MAPPING					0	$0.00
SUB-TOTAL 0	40	20	0		60	$6,200.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS	6	2			8	$870.00
PROPERTY/EASEMENT DRAWINGS	6	2			8	$870.00
PROPERTY/EASEMENT STAKEOUT	6	2			8	$870.00
CONSTRUCTION STAKEOUT					0	$0.00
DATA REDUCTION/COMPUTATIONS			6		6	$570.00
DEED RESEARCH			6		6	$570.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			4		4	$380.00
BOUNDARY SURVEY	10	4			14	$1,490.00
P.C.P.					0	$0.00
OTHER (DESCRIBE)					0	$0.00
SUB-TOTAL	28	10	16		54	$5,620.00
TOTAL SURVEYING HOURS	68	30	16		114	
TOTAL SURVEYING FEE	$8,500.00	$1,800.00	$1,520.00			$11,820.00

NOTE: BUDGET ESTIMATE IS FOR 3 RETENTION POND SITES, LIFT STATION SITE, AND EASEMENT(S)

EXHIBIT C - SUPPLEMENTAL SERVICE
S.U.E. ELEMENT (ADDITIONAL UTILITY INVESTIGATION)

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project** DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

SURVEY ELEMENTS	SURVEY CREW $125	CADD SURVEY TECH $60	PLS/DEPT. MGR. $95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL					0	$0.00
ALIGNMENT					0	$0.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY					0	$0.00
TOPOGRAPHY					0	$0.00
BENCH LEVELS					0	$0.00
CROSS SECTIONS					0	$0.00
UNDERGROUND UTILITIES - HORIZONTAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	$5,470.00
UNDERGROUND UTILITIES - VERTICAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	$5,470.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS					0	$0.00
DATA REDUCTION/BASE MAPPING					0	$0.00
SUB-TOTAL 0	76	24	0			
SURVEYING FEE	$9,500.00	$1,440.00	$0.00		100	$10,940.00
SUE CONTRACTOR						
VACUUM EXCAVATE FOR VERTICAL AND 2 HORIZONTAL LOCATIONS PER UTILITY SPOT	CREW RATE $140					
	100	HOURS		ASSUMES 50 LOCATIONS		$14,000.00
				@ 2 HOURS PER LOCATION		
				TOTAL SUE		$24,940.00

Change Order Checklist

- **Vendor Name:** Jehle Halstead, Inc.
- **Purchase Order Number:** 121406
- **Change Order Number:** 1
- **Project Name:** Beach Haven Northeast Drainage and Sanitary Sewer Project

- **Board Recommendation:** BCC Approval on 07/12/2012
- **Resume Page:** attached
- **Funding Source:** Fund 352 LOST III
- **Breakdown of Project Costs:** n/a
- **Additional Information:** _____

_____

_____

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	100142	Vendor Name:	Jehle Halstead, Inc.		
Project Number:	08EN0272	P.O. Number:	121406	C.O. Number	1
Department:	Public Works/Engineering	P.D. Number:	11-12.030	Date:	08/26/16

Notes for Modifying the Scope of Award:

Additional funds are being requested in this change order #1 to satisfy strict environmental criteria required by grant agencies. Funds will be used for wetland permitting, geotechnical services, and grant documentation assistance. Time Extension #1 increased the completion time to July 23, 2019. The original amount of the contract was $999,430. Funds requested are $19,000 for a new contract amount of $1,018,430. Contract and Purchase Order numbers are: PD#11-12.030; PO#121406 CIP: Beach Haven Northeast Draiange and Sanitary Sewer Project".

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	1				$19,000.00
Deleting Dollars from Line Item No:					$0.00

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$95,765.85
Net Dollars added or subtracted:	$19,000.00
New Purchase Order Total Dollars:	$114,765.85
Previous Contract Total Dollars:	$999,430.00
Net Dollars added or subtracted:	$19,000.00
New Contract Total Dollars:	$1,018,430.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0272	$19,000.00	$114,765.85

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds h[illegible] OF of the new contract amount.

Request Prepared By: Robin Lambert Digitally signed by Robin A Lambert DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US Date: 2016.08.29 11:05:43 -05'00' **Date:**

Contract Administrator's Certification & Approval: Wesley J. Moreno Digitally signed by Wesley Moreno DN: cn=Wesley Moreno, o=Roads, ou=Public Works, email=wjmoreno@myescambia.com, c=US Date: 2016.08.30 14:04:36 -05'00' **Date:**

Department Director: Wesley J. Moreno Digitally signed by Wesley Moreno DN: cn=Wesley Moreno, o=Roads, ou=Public Works, email=wjmoreno@myescambia.com, c=US Date: 2016.08.30 14:04:55 -05'00' **Date:**

F0020 (Revised 1/31/2008)

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: **Beach Haven Northeast Drainage and Sanitary Sewer Project**
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Berry
Date: 8/22/2016

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Additional funds are being requested in this change order #2 to satisfy strict environmental criteria required by grant agencies. Funds will be used for wetland permitting, geotechnical services, and grant documentation assistance. Change order #1 increasedhe completion time to July 23, 2019. The original amount of the contract was $999,430. Funds requested are $19,000 for a new contract amount of $1,018,430. Task Order and Purchase Order numbers are: PD#11-12.030; PO#121406.

$ 999430

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by ____ calendar days. New completion date is ____

		Obligated	Required
Balance of CIP Project		$	$
Funds for Orgiinel Construction Contract		$	$
Funds for Construction Change Order # 2		$	$ 19,000.00
Contract PD 11-12.030	Contractor jehle-halstead, inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ $ -	$ (19,000.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\B_BeachHaven_ENG650\Funding\Change Order\Eng

Beach Haven Northeast (120016.0000:) - **PO#: 121406**

Services:

Task #	Description	Total Fee	Percent Complete	Total Billing To Date	Remaining Fee	Additional Fee Request	New Remaining Fee	Description of Additional Fee
Task 1	Surveying: Base Design Elements	$184,790.00	100.00%	$184,790.00	$0.00	$3,000.00	$3,000.00	Boundary and additional topo for new retention pond
Task 2	Data Collection/Meetings	$62,100.00	100.00%	$62,100.00	$0.00	$0.00	$0.00	
Task 3-30	30% Design/Plan Preparation & Permitting	$187,780.00	100.00%	$187,780.00	$0.00	$0.00	$0.00	
Task 3-60	60% Design/Plan Preparation & Permitting	$215,780.00	100.00%	$215,780.00	$0.00	$7,500.00	$7,500.00	Through 60% Design for new stormwater inprovements
Task 3-90	90% Design/Plan Preparation & Permitting	$173,980.00	100.00%	$173,980.00	$0.00	$0.00	$0.00	
Task 3-100	Final (100%)Plan Preparation & Permits	$35,750.00	95.00%	$33,962.50	$1,787.50	$6,500.00	$8,287.50	Through 100% Design for new stormwater inprovements
	Totals	$860,180.00		$858,392.50	$1,787.50	$17,000.00	$18,787.50	

Supplemental Services:

Description	Estimated Fee		Total Billing To Date	Remaining Fee	Additional Fee Request	New Remaining Fee	
Geotechnical Investigation Services	$57,600.00		$52,640.00	$4,960.00	$0.00	$4,960.00	
Ecological & Wetlands Permitting Services	$21,270.00		$18,150.00	$3,120.00	$1,000.00	$4,120.00	
Property and Easement Surveys & Legal Sketches	$11,820.00		$11,811.25	$8.75	$0.00	$8.75	
S.U.E. Services & Surveying	$24,940.00		$24,010.00	$930.00	$0.00	$930.00	
Permit Fees	$2,500.00		$320.00	$2,180.00	$0.00	$2,180.00	
Assistance with Funding/Grant Agencies - Allowance	$0.00		$0.00	$0.00	$1,000.00	$1,000.00	This is an additional allowance item
Totals	**$118,130.00**		**$106,931.25**	$11,198.75	$2,000.00	$13,198.75	
		TOTALS		$12,986.25	$19,000.00	$31,986.25	

PURCHASE ORDER NO. 121406

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
100142
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 07/13/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 11-12.030	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT CHRIS CURB AT 595-3419 IF YOU HAVE ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/12/2012	999430.0000	999,430.00

emailed copy to Chris P 7-18-12 BJ

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	999,430.00	08EN0272

PAGE TOTAL $	999,430.00
TOTAL $	999,430.00

APPROVED BY Charlie R Oliver 7/17/12

TAX ID 85-8013888011C-3
FED ID 59-6000-588

Original Purchase Order

TABLE OF CONTENTS

		PAGE
Agreement Declarations		
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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of $112,661, to complete the work of cleanup and repairs to buildings as a result of the damage from the flooding of June 9, 2012 (Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various):

Department:	Public Works	
Division:	Facilities Management	
Type:	Addition	
Amount:	$112,661	
Vendor:	StopLoss Specialists, LLC	
Project Name:	Emergency Repairs – June 9, 2012, Flooding	
Contract:	N/A	
Purchase Order Number:	121374	
Change Order (CO) Number:	121374-1	
Original Award Amount:		$418,653
Cumulative Amount of Change Orders through this CO:		$112,661
New Purchase Order Total:		$531,314

Approved 4-0, with Commissioner White absent

10. Recommendation: That the Board take the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project No. 08EN0272):

A. Award a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of $999,430;

B. Approve, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

(Continued on Page 19)

EXHIBIT C - TASK 1
SURVEYING: BASE DESIGN ELEMENTS

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project**

DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030

	SURVEY CREW $125	CADD SURVEY TECH $60	PLS/DEPT. MGR. $95	NOTES	TOTAL HOURS	FEE
DESIGN SURVEY ELEMENTS						
BASELINE CONTROL	72	20			92	$10,200.00
ALIGNMENT	40	20			60	$6,200.00
TARGET PLACEMENT (AERIALS)					0	$0.00
REFERENCE POINTS					0	$0.00
SECTION LINE TIES					0	$0.00
SUBDIVISION & PROPERTY TIES					0	$0.00
SIDE STREET SURVEY	16	30			46	$3,800.00
TOPOGRAPHY	300	240			540	$51,900.00
BENCH LEVELS	48	20			68	$7,200.00
CROSS SECTIONS	48	60			108	$9,600.00
UNDERGROUND UTILITIES	52	60			112	$10,100.00
LOCATION OF IMPROVEMENTS	320	240			560	$54,400.00
GEOTECHNICAL STAKEOUT					0	$0.00
RETENTION POND AREAS					0	$0.00
LINE CUTTING OF UNIMPROVED AREAS	90				90	$11,250.00
DATA REDUCTION/BASE MAPPING			48		48	$4,560.00
SUB-TOTAL	986	690	48		1724	$169,210.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS					0	$0.00
PROPERTY/EASEMENT DRAWINGS					0	$0.00
PROPERTY/EASEMENT STAKEOUT					0	$0.00
CONSTRUCTION STAKEOUT					0	$0.00
DATA REDUCTION/COMPUTATIONS			80		80	$7,600.00
DEED RESEARCH			32		32	$3,040.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			52		52	$4,940.00
BOUNDARY SURVEY					0	$0.00
P.C.P.					0	$0.00
OTHER (DESCRIBE)					0	$0.00
SUB-TOTAL	0	0	164		164	$15,580.00
TOTAL SURVEYING HOURS	986	690	212		1888	
TOTAL SURVEYING FEE	$123,250.00	$41,400.00	$20,140.00			$184,790.00

EXHIBIT C - TASKS 2 THRU TASK 5
PROPOSED MANHOUR/FEE ESTIMATE

PROJECT: **Beach Haven Northeast Drainage & Sanitary Sewer Project**

DATE: June 22, 2012

COUNTY PROJECT NO.: PD 11-12.030

ITEM	DESCRIPTION	PRINCIPAL/SR. ENGINEERS $200	PROJECT MGR./ENG. $135	DESIGN ENGINEER $95	TECH./ CADD OP. $70	INSPECTOR $75	TOTAL HOURS	FEE
TASK 2: DATA COLLECTION / MEETINGS								
A	REVIEW AVAILABLE DATA/MAPS/UTILITY DWGS./ETC.	2	24	40	6		72	$7,860.00
B	MEETINGS WITH COUNTY & PUBLIC AWARENESS (FLYERS)	2	10	8	24		44	$4,190.00
C	DESIGN ALTERNATIVES/ANALYSES/ICPR/SANITARY SEWER	8	90	220	24		342	$36,330.00
D	PRELIM. EASEMENTS & R/W REQUIRED	6	12	24	10		52	$5,800.00
E	SITE INSPECTION/ADDITIONAL SURVEY REQUIREMENTS		24	12			36	$4,380.00
F	IDENTIFY AFFECTED UTILITIES		8	20	8		36	$3,540.00
	TASK 2 SUB-TOTAL	18	168	324	72	0	582	$62,100.00
TASK 3-30: 30% DESIGN/PLAN PREPARATION & PERMITTING								
A	DEVELOP DESIGN CRITERIA/SET MIN. STANDARDS	6	24				30	$4,440.00
B	SURVEY QUALITY CONTROL	4	24			18	46	$5,390.00
C	GEOTECHNICAL INVESTIGATION COORDINATION	4	16	16			36	$4,480.00
D	DETERMINE PERMIT REQ. (DRAINAGE/WETLANDS/ETC)	2	30	12			44	$5,590.00
E	EASEMENTS/ROW /PROPERTY ACQUISITION DETERMINATIONS	2	12	16			30	$3,540.00
F	BASE & PRELIMINARY DESIGN DRAWINGS	8	200	560	936		1704	$147,320.00
G	QA/QC REVIEW	24	60				84	$12,900.00
H	PUBLIC & COUNTY MEETING	4	8		32		44	$4,120.00
	TASK 3-30 SUB-TOTAL	54	374	604	968	18	2018	$187,780.00
TASK 3-60: 60% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE DESIGN PARAMETERS	4	32	16			52	$6,640.00
B	PREPARE PERMIT APPLICATIONS		18	20			38	$4,330.00
C	COORDINATION W/ UTILITIES AND PERMIT AGENCIES	4	80	24	16		124	$15,000.00
D	60% CONSTRUCTION PLANS	12	132	720	1248	40	2152	$178,980.00
E	60% SPECIFICATIONS		20	30			50	$5,550.00
F	PRELIMINARY COST ESTIMATES		16	24	12		52	$5,280.00
	TASK 3-60 SUB-TOTAL	20	298	834	1276	40	2468	$215,780.00
TASK 3-90: 90% DESIGN/PLAN PREPARATION & PERMITTING								
A	FINALIZE AND SUBMIT PERMIT APPLICATIONS		24	30	12		66	$6,930.00
B	REVIEW W/ UTILITIES AND PERMIT AGENCIES/COMMENTS	2	60	24			86	$10,780.00
C	90% CONSTRUCTION PLANS	16	160	400	800	32	1408	$121,200.00
D	90% SPECIFICATIONS		12	18			30	$3,330.00
E	COST ESTIMATES	2	16	20			38	$4,460.00
F	QA/OC REVIEW	20	132				152	$21,820.00
G	PUBLIC & COUNTY MEETING	6	16		30		52	$5,460.00
	TASK 3-90 SUB-TOTAL	46	420	492	842	32	1832	$173,980.00
TASK 3-100: FINAL (100%) PLAN PREPARATION & PERMITS								
A	COORDINATE RECEIPT OF ALL PERMITS	2	48	20			70	$8,780.00
B	100% CONSTRUCTION PLANS	8	24	48	100		180	$16,400.00
C	100% SPECIFICATIONS	2	20	32			54	$6,140.00
D	FINAL COST ESTIMATE		12	16	8		36	$3,700.00
E	COUNTY REVIEW MEETING		4	2			6	$730.00
	TASK 3-100 SUB-TOTAL	12	108	118	108	0	346	$35,750.00

TASK 4: BIDDING PROCESS	PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH/ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
ITEM DESCRIPTION	$200	$135	$95	$70	$75		
A BID PACKAGE/SOLICITATION FOR BIDS (BY COUNTY)	1	6				7	$1,010.00
B PRE-BID CONFERENCE		4				4	$540.00
C ADDENDA PREPARATION	1	10	8	6		25	$2,730.00
D REVIEW BIDS-BID TABULATION	2	4		4		10	$1,220.00
TASK 4 SUB-TOTAL	4	24	8	10	0	46	$5,500.00
TASK 5: LIMITED CONSTRUCTION ADMINISTRATION & INSPECTION							
ITEM DESCRIPTION							
A PRE-CONSTRUCTION CONFERENCE		4	4			8	$920.00
B LIMITED INSPECTION/ADMINISTRATION	2	16	20		40	78	$7,460.00
D CERTIFICATION/AS-BUILT PREPARATION		16	24	40		80	$7,240.00
TASK 5 SUB-TOTAL	2	36	48	40	40	166	$15,620.00
TOTAL HOURS AND ENGINEERING FEE	156	1428	2428	3316	130	7458	$696,510.00
TOTAL DESIGN SURVEYING FEE (TASK 1)							$184,790.00
						TOTAL SURVEYING/ENGINEERING SERVICES	$881,300.00
SUPPLEMENTAL SERVICES							
GEOTECHNICAL INVESTIGATION SERVICES	SEE NOVA PROPOSAL ATTACHED						$57,600.00
ECOLOGICAL & WETLANDS PERMITTING SERVICES	SEE EDMISTEN & ASSOCIATES PROPOSAL ATTACHED						$21,270.00
PROPERTY AND EASEMENT SURVEYS & LEGAL SKETCHES	SEE ATTACHED ESTIMATE						$11,820.00
S.U.E. SERVICES & SURVEYING	SEE ATTACHED ESTIMATE						$24,940.00
PERMIT FEE ALLOWANCE							$2,500.00
						TOTAL SUPPLEMENTAL SERVICES	$118,130.00
						TOTAL SURVEYING/ENGINEERING/SUPPLEMENTAL SERVICES	$999,430.00

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

jehle-halstead, inc.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(07/08/03)

From:	Terri Berry
To:	"ghalstead@jehle-halstead.com"
Cc:	Evelyn D Rancifer
Subject:	Beach Haven Time extension
Date:	Monday, January 11, 2016 1:58:00 PM
Attachments:	Time Extention Beach Haven Jehle Halstead 07232019.pdf

Glenn,

Attached is a copy of the approved time extension.

Terri

Terri Berry
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3421 | Cell: 850-572-0250 | Fax: 850-595-3444
Terri_berry@myescambia.com

TIME EXTENSION APPROVAL - DESIGN

VENDOR NAME:	Jehle Halstead Inc.
PURCHASE ORDER NO.:	121406
PROJECT NAME:	Beach Haven Drainage and Sewer Improvements
BOARD RECOMMENDATION:	Original Board Approval 07/12/2012
RESUME PAGE:	attached
FUNDING SOURCE:	Fund 352 "LOST III"
REASON FOR EXTENSION:	This is an Administrative Change Order for "TIME ONLY" to allow time for receipt of regulatory permits, inclusion of 20 acres to the project boundary, development of documentation requirements for grant/funding from numerous funding sources and dependent upon funding allows for inclusion of Phase 2 construction oversight. The previous completion date was scheduled for July 22, 2016. The new design completion date is scheduled for July 23,2019 (1095 days). BCC Approval 07/12/12.

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER APPROVAL _____ Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Escambia County BOCC, ou=Public Works Department, email=jdblackm@myescambia.com, c=US Date: 2015.12.21 12:26:44 -06'00' DATE: _____

CONTY ADMINISTRATOR'S APPROVAL _____ DATE: 1/14/16

Christopher Curb
cn=Christopher Curb, o, ou=PW-Engineering, email=cocurb@myescambia.com, c=<n
2015.07.06 16:31:20 -05'00'

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Beach Haven Northeast Drainage and Sanitary Sewer Project
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Berry
Date: 7/6/2016

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This is an Administrative Change Order for "TIME ONLY" to allow time for receipt of regulatory permits, inclusion of 20 acres to the project boundary, development of documentation requirements for grant/funding from numerous funding sources and dependent upon funding allows for inclusion of Phase 2 construction oversight. The previous completion date was scheduled for July 22, 2016. The new design completion date is scheduled for July 23, 2019 (1095 days). Task Order and Purchase Order numbers are: PO#11-12.030; PO#121406.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 1095 calendar days. New completion date is 7/23/2019

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order #		$	$
Contract PO 11-12.030	Contractor Jerko-Halstead, Inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PO	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PO	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PO	Contractor		
Funds for Contractor		$	$
New Balance of CIP Project		$ -	$ -

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENGVFileSystem\Projects\fl_BeachHaven_ENG650\Funding\Change Order\Eng

jehle-halstead, inc.
Civil Engineering and Surveying

July 2, 2015
120016

Ms. Terri Berry
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: Beach Haven Northeast Drainage and Sanitary Sewer Project
Task Order PD#11-12.030; PO#121406

Dear Terri:

Jehle-Halstead, Inc. hereby request a time extension to the referenced project. The current contract completion date is *July 22, 2016*. The additional time request is needed to allow for receipt of all permits, the inclusion of an additional 20 acres to the project boundary, and the grant/funding documentation requirements from the numerous funding sources. Also Phase 2 of the project is not funded at this time. The time extension may allow for the inclusion of Phase 2 construction; pending funding alternatives.

The time extension requested is 1095 days from the current completion date which sets the new contract completion date for ***July 23, 2019***.

Please give me a call if you have any questions or require additional information.

Glenn P. Halstead, P.E.
President

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504
www.jehle-halstead.com

SUNGARD PENTAMATION
DATE: 11/10/2015
TIME: 07:51:37
SELECTION CRITERIA: encledgr.enc_no='121406'

ESCAMBIA COUNTY BOCC
ENCUMBRANCE ACTIVITY REPORT

STATUS1
ORDERED BY NUMBER

ENCUMBRANCE	COST CENTER	DATE	ACCOUNT	PROJ/TAS ACCOUNT	VENDOR	NAME	ORIGINAL	CHANGES	PAYMENTS	SALES TAX	USE TAX
121406-01	210107		56301		100142	JENKE-HALSTEAD INC					
		11/09/15		ENC CARRY FWARD-G121406			95765.86				
BALANCE											95765.86
TOTAL REPORT							95765.86	0.00	0.00	0.00	0.00
ENCUMBRANCE BALANCE											95765.86

TIME EXTENSION APPROVAL - DESIGN

VENDOR NAME: Jehle Halstead Inc.

PURCHASE ORDER NO.: 121406

PROJECT NAME: Beach Haven Drainage and Sewer Improvements

BOARD RECOMMENDATION: Original Board Approval 07/12/2012

RESUME PAGE: attached

FUNDING SOURCE: Fund 352 "LOST III"

REASON FOR EXTENSION: This is an Administrative Change Order for "TIME ONLY" to allow time for receipt of regulatory permits, inclusion of 20 acres to the project boundary, development of documentation requirements for grant/funding from numerous funding sources and dependent upon funding allows for inclusion of Phase 2 construction oversight. The previous completion date was scheduled for July 22, 2016. The new design completion date is scheduled for July 23,2019 (1095 days). BCC Approval 07/12/12.

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER APPROVAL Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Escambia County BOCC, ou=Public Works Department, email=jdblackm@myescambia.com, c=US Date: 2015.12.21 12:26:44 -06'00' **DATE:**

CONTY ADMINISTRATOR'S APPROVAL **DATE:** 1/14/16

Christopher Curb
cn=Christopher Curb, o,
ou=PW-Engineering,
email=cacurb@myescambia.
com, c=<n
2015.07.06 16:31:28 -05'00'

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Beach Haven Northeast Drainage and Sanitary Sewer Project
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Berry
Date: 7/6/2015

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This is an Administrative Change Order for "TIME ONLY" to allow time for receipt of regulatory permits, inclusion of 20 acres to the project boundary, development of documentation requirements for grant/funding from numerous funding sources and dependent upon funding allows for inclusion of Phase 2 construction oversight. The previous completion date was scheduled for July 22, 2016. The new design completion date is scheduled for July 23, 2019 (1095 days). Task Order and Purchase Order numbers are: PD#11-12.030; PO#121406.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 1095 calendar days. New completion date is 7/23/2019

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order #		$	$
Contract PD 11-12.030	Contractor Jehle-Halstead, Inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for Contractor:		$	$
New Balance of CIP Project		$ $ -	$ $ -

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\B_BeachHaven_ENG650\Funding\Change Order\Eng

jehle-halstead, inc.
Civil Engineering and Surveying

July 2, 2015
120016

Ms. Terri Berry
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: Beach Haven Northeast Drainage and Sanitary Sewer Project
Task Order PD#11-12.030; PO#121406

Dear Terri:

jehle-halstead, inc. hereby request a time extension to the referenced project. The current contract completion date is *July 22, 2016*. The additional time request is needed to allow for receipt of all permits, the inclusion of an additional 20 acres to the project boundary, and the grant/funding documentation requirements from the numerous funding sources. Also Phase 2 of the project is not funded at this time. The time extension may allow for the inclusion of Phase 2 construction; pending funding alternatives.

The time extension requested is 1095 days from the current completion date which sets the new contract completion date for ***July 23, 2019***.

Please give me a call if you have any questions or require additional information.

Glenn P. Halstead, P.E.
President

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504
www.jehle-halstead.com

SUNGARD PENTAMATION
DATE: 11/10/2015
TIME: 07:51:37
SELECTION CRITERIA: encledgr.enc_no='121406'

ESCAMBIA COUNTY BOCC
ENCUMBRANCE ACTIVITY REPORT

ENCUMBRANCE	COST CENTER	DATE	ACCOUNT	PROJ/TAS	ACCOUNT	VENDOR	NAME / DESCRIPTION	ORIGINAL	CHANGES	PAYMENTS	SALES TAX	USE TAX
121406-01	210107		56301	08EN0272	56301	100142	JEHLE-HALSTEAD INC					
		11/09/15		ENC CARRY FRWRD-G121406				95765.85				
BALANCE												95765.85
TOTAL REPORT								95765.85	0.00	0.00	0.00	0.00
ENCUMBRANCE BALANCE												95765.85

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of $112,661, to complete the work of cleanup and repairs to buildings as a result of the damage from the flooding of June 9, 2012 (Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various):

Department:	Public Works	
Division:	Facilities Management	
Type:	Addition	
Amount:	$112,661	
Vendor:	StopLoss Specialists, LLC	
Project Name:	Emergency Repairs – June 9, 2012, Flooding	
Contract:	N/A	
Purchase Order Number:	121374	
Change Order (CO) Number:	121374-1	
Original Award Amount:		$418,653
Cumulative Amount of Change Orders through this CO:		$112,661
New Purchase Order Total:		$531,314

Approved 4-0, with Commissioner White absent

10. Recommendation: That the Board take the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project No. 08EN0272):

A. Award a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of $999,430;

B. Approve, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

(Continued on Page 19)

PURCHASE ORDER NO. 121406

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
100142
JEHLE-HALSTEAD INC
5414 HIGHWAY 90
MILTON FL 32571

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/02/12	BUYER: PAUL NOBLES	REQ. NO.: 12001530	REQ. DATE: 07/13/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 11-12.030	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT CHRIS CURB AT 595-3419 IF YOU HAVE ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 11-12.030 "BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT". AWARD A LUMP SUM CONTRACT PER THE TERMS AND CONDITIONS OF PD 11-12.030. BCC APPROVAL 07/13/2012	999430.0000	999,430.00

Emailed copies to Chris P 7-16-12 BF

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	999,430.00	06EH0272

PAGE TOTAL $ 999,430.00
TOTAL $ 999,430.00

APPROVED BY Cathleen Robinson 7/17/12

TAX ID 65-6013888811C-3
FED ID 59 6000 590

Original Purchase Order

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: **Beach Haven Northeast Drainage and Sanitary Sewer Projct**
Project ID: Eng-650
Location: Gulf Beach Hwy on South to Jones Swamp & Old Hickory Subdivision on North; Fairfield Dr on West and Mills Ave on East
Project Manager: Terri Berry
Date: 1/25/2017

****

This section to be completed by Project Managers:

Terri Berry Digitally signed by Terri Berry DN: cn=Terri Berry, o, ou, email=terri_berry@myescambia.com, c=US Date: 2017.02.02 08:11:47 -06'00'

Joy Jones Digitally signed by Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US 2017.02.06 13:10:55 -06'00'

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Change Order 3 request additional funds for limited construction administration and inspections, County and public meetings as needed, and phase 2 bid process. Original design has been split into two phases requiring the need for extra construction bid cycle, construction administration/inspections, meetings, and as-built certification. Due to the size and complexity of the project, the EOR needs increased inspection services to provide adequate as-built certification to agencies. A cost agreement between ECUA (40%) and the County (60%) exist to help offset design costs for both agencies. Change order 1 increased the completion time to July 23, 2019. The new design completion is scheduled for July 17, 2020 (360 days) to allow for phase 2 construction and as-built certifications. The original amount of the contract was $999,430. Change order 2 increased the contract amount to $1,018,430. Funds requested are $80,845 for a new contract amount of $1,099,275. The PD number for this contract is 11-12.030 and PO is 121406. The amount increase is less than 10% of total contract and will not need board approval.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 360 calendar days. New completion date is 7/17/2020

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order # 3		$	$ 80,845.00
Contract PD 11-12.030	Contractor jehle-halstead, Inc		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD	Consultant	$	$
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ $ -	$ $ (80,845.00)

****

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\B_BeachHafven_ENG650\Funding\Change Order\Eng

jehle-halstead, inc.
Civil Engineering and Surveying

January 20, 2017
120016

Ms. Terri Berry
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: Beach Haven Northeast Drainage and Sanitary Sewer Project
Task Order PD#11-12.030; PO#121406
Additional Services: Inspection and Contract Administration

Dear Terri:

I have quantified the services for Phase 1 and 2 that are expected for limited inspections and contract administration; and County/public meetings as needed. These services are proposed to assist the County inspections and for assistance beyond the original proposal for limited inspections and contract admin.

Attached is the spreadsheet detailing the additional services. The inspector number of hours is calculated at an average 8 hours per week for the 104 weeks plus a 10% contingency. The principal engineer and project engineer are calculated at a quarter-hour per week and half-hour per week, respectively. This should provide adequate coverage for this project with the assistance of the County and ECUA inspection departments.

Please give me a call if you have any questions or comments.



Glenn P. Halstead, P.E.
President

attachment

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504
www.jehle-halstead.com

Beach Haven Northeast (120016.0000:) - **PO#:** 121406 - Managed by (ghalstead)
Services: **Phase I Add Services for Contract Administration and Inspection**

Description	Principal Sr. Eng. $200	Project MGR./Eng. $135	Inspector $75	Totals
Additional Inspection/Administration, hours	26	52	915	993
Sub-Totals	$5,200	$7,020	$68,625	$80,845.00

Notes: 1. Contract time is 730 days to substantial completion for Phase 1. (104 weeks)
2. Reserve *existing* contract admin. for 30 days final completion; includes certification and as-builts.

From: John Seymour
To: Terri Berry
Subject: RE: Beach Haven NE P1 EOR change order
Date: Thursday, January 19, 2017 12:32:20 PM

Thank You !
John

From: Terri Berry [mailto:Terri_Berry@myescambia.com]
Sent: Thursday, January 19, 2017 12:25 PM
To: John Seymour
Subject: RE: Beach Haven NE P1 EOR change order

From cost agreement November 15, 2012, I believe engineering cost agreement was 60% county and 40% ECUA. See insert below:

WHEREAS the negotiated fees in Exhibit C are included in contract PD11-12.30 and the estimated percentage break-down for those fees associated for the sanitary sewer design is estimated at approximately 40% for ECUA, and those fees associated with roadway/drainage design is estimated at approximately 60% of the total design services fee for the County.

Terri

From: John Seymour [mailto:john.seymour@ecua.fl.gov]
Sent: Thursday, January 19, 2017 12:16 PM
To: Terri Berry
Subject: RE: Beach Haven NE P1 EOR change order

Terri,
When you say split are you asking for a 50/50 or the %'s from the Project Cost Breakdown spreadsheet ? Please advise.
John

From: Terri Berry [mailto:Terri_Berry@myescambia.com]
Sent: Thursday, January 19, 2017 11:10 AM
To: 'John Seymour'
Subject: FW: Beach Haven NE P1 EOR change order

John,

We are looking to add additional services for engineering to cover construction oversight, public meetings, as-built certifications, etc. for phase 1 &2. Will ECUA be on-board to split the costs?

Attached is the fee proposal.

Thanks,
Terri

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued


2012000672

9. Approving, and authorizing the County Administrator to execute, the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of $112,661, to complete the work of cleanup and repairs to buildings as a result of the damage from the flooding of June 9, 2012 (Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various):

Department:	Public Works	
Division:	Facilities Management	
Type:	Addition	
Amount:	$112,661	
Vendor:	StopLoss Specialists, LLC	
Project Name:	Emergency Repairs – June 9, 2012, Flooding	
Contract:	N/A	
Purchase Order Number:	121374	
Change Order (CO) Number:	121374-1	
Original Award Amount:		$418,653
Cumulative Amount of Change Orders through this CO:		$112,661
New Purchase Order Total:		$531,314


2012000673

10. Taking the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project No. 08EN0272):

A. Awarding a Lump Sum Contract to jehle-halstead, inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of $999,430;

B. Approving, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

This action was rescinded. See Page 17 of the November 15, 2012, Minutes.

C. Authorizing the Chairman to sign the Agreement and any subsequent related documents, subject to Legal review and sign-off.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11901 **County Administrator's Report 16. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Resolution for Speed Limit Reduction on Suntan Circle
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Speed Limit Reduction on Suntan Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reduction - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed on Suntan Circle, from 30 miles per hour to 25 miles per hour, from Saufley Field Road to Suntan Circle; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

Suntan Circle is in District 1, and the Commissioner's Office has been notified.

BACKGROUND:

The Transportation & Traffic Operations (TTO) Division received a request from a citizen to lower the speed limit on Suntan Circle. After evaluating the condition of the roadway and the request for lowering the speed limit, TTO staff supports the reduction based on the roadway geometrics and design standards and guidelines.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets. This

authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

Suntan Circle is in District 1 and the Commissioner's office has been notifed.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets.

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on Suntan Circle. Upon Board approval, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Map

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SUNTAN CIRCLE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received a request for a speed reduction from 30 miles per hour to 25 miles per hour for Suntan Circle; and

WHEREAS, County staff has conducted a speed study on Suntan Circle that is consistent with §316.189(2)(a), Florida Statutes, and concluded the request for a lower speed limit is reasonable and necessary based upon the layout and design of the roadway.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on Suntan Circle requires a reduction in speed from 30 miles per hour to 25 miles per hour:

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at this location, which reflect the limitations established herein.

SECTION 4. That this new limitation shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

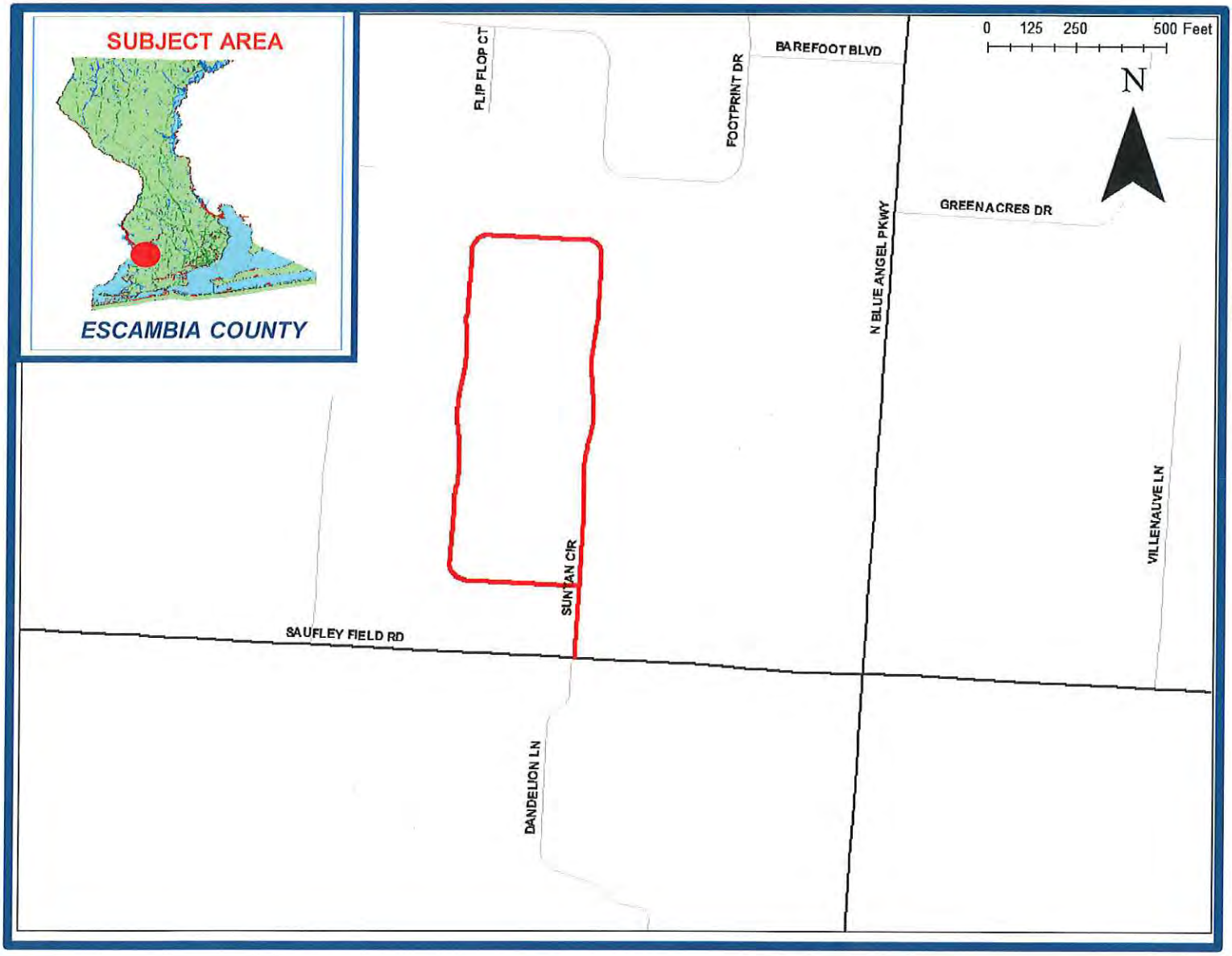
By/Title:

Date: 3/7/17

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

Suntan Circle
Saufley Field Rd – Suntan Cir



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11944 **County Administrator's Report 16. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: First Amendment to Interlocal Agreement - Design & Construction of Pensacola Beach Public Restroom Facility
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the First Amendment to Interlocal Agreement between Escambia County, Florida and the Santa Rosa Island Authority (SRIA) Relating to the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach, Florida.

[Funding: **All previous funds for this project, and the additional requested funds come from the Portofino Island Improvement Fund (PIIF).** The SRIA agrees to contribute additional Island Improvement Funds to Escambia County in an amount not to exceed $451,430 for the project. Such funds will be deposited into Fund 352 "LOST III," Cost Center 110274/56301/Project #16PF3614]

BACKGROUND:

On May 5, 2016, the parties previously entered into an Interlocal Agreement relating to the design and construction of a public restroom facility and boardwalk with observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach, Florida.

This Amendment reflects that the SRIA agrees to contribute additional Island Improvement Funds to Escambia County in an amount not to exceed $451,430 for the project. **All previous funds for this project, and the additional requested funds come from the PIIF.**

BUDGETARY IMPACT:

All previous funds for this project, and the additional requested funds come from the PIIF. SRIA agrees to contribute additional Island Improvement Funds to Escambia County in an amount not to exceed $451,430 for the project. A Supplemental Budget Amendment is being prepared by the Office of Management and Budget to transfer funding into Fund 352 "LOST III", Cost Center 110274/56301/Project #16PF3614.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Amendment.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Amendment is necessary.

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations Division staff will continue to work with SRIA staff.

Attachments

1st Amendment
BCC Mins IA Approval
Original IA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE DESIGN AND CONSTRUCTION OF A PUBLIC RESTROOM FACILITY AND BOARDWALK WITH OBSERVATION PLATFORM ACROSS COUNTY ROAD 399 FROM THE PORTOFINO CONDOMINIUMS ON PENSACOLA BEACH, FLORIDA

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered into this ____ day of ____, 2017, 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, on or about May 5, 2016, the County and the SRIA previously entered into an Interlocal Agreement to contribute Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the design and construction of a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums (hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement, the parties agreed that the SRIA would contribute up to three hundred thousand ($300,000.00) dollars of Island Improvement Funds for the design and construction of a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums ("Project"); and

WHEREAS, SRIA has agreed to contribute additional Island Improvement Funds for the Project; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this first amendment to the Agreement whereby the SRIA shall contribute additional Island Improvement Funds for the Project.

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, that the County and SRIA enter into this first amendment to the Agreement subject to the terms and conditions recited below:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. The Agreement is amended to reflect that the SRIA agrees to contribute additional Island Improvement Funds to County in an amount not to exceed four hundred and fifty-one

thousand four hundred and thirty dollars ($451,430.00) ("Additional Sum") for the Project. The County Administrator for the County and the Executive Director of the SRIA, or their respective designees, shall mutually agree upon a draw schedule for the payment of the Additional Sum to the County for the Project.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this first amendment to the Agreement shall remain in full force and effect.

4. This first amendment to the Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: ACA
Date: 2/23/17

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: Thomas Campanella
Thomas Campanella, Chairman
Date: 2/24/17

ATTEST:

By: Karen Sindel
Karen Sindel, Secretary/Treasurer

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-46. Approval of Various Consent Agenda Items – Continued

28. Taking the following action concerning the Custodial Services for County Buildings, Contract PD 10-11.049 (Funding: Facilities Management-Custodial: Fund 001, General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401, Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401):

A. Approving the third and final 12-month Contract extension, effective October 1, 2016, to American Facility Services, Inc.; and

B. Authorizing the Chairman to sign all related documents.

29. Taking the following action concerning the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA) (Funding Source: upon approval of the Interlocal Agreement with the SRIA, and once the Portofino Island Improvement Funds, in the amount of $300,000, 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 the *Interlocal Agreement between Escambia County, Florida and the Santa Rosa Island Authority Relating to the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach*, *Florida*, for acceptance of funds and to provide project management; and

B. Authorizing the Chairman to sign the Interlocal Agreement.

Escambia County
Clerk's Original

5/5/2016 CAL II-29

Date: 5/10/2016 Verified By:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE DESIGN AND CONSTRUCTION OF A PUBLIC RESTROOM FACILITY AND BOARDWALK WITH OBSERVATION PLATFORM ACROSS COUNTY ROAD 399 FROM THE PORTOFINO CONDOMINIUMS ON PENSACOLA BEACH, FLORIDA

THIS AGREEMENT is made this 5th day of May, 2016, 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 Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the design and construction of a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums; and

WHEREAS, at the time of the execution of this Agreement the total amount of Island Improvement Funds available is two hundred and forty thousand ($240,000.00) dollars, but it is anticipated that an additional two hundred and forty-nine thousand two hundred and sixty-eight dollars and twenty-five cents ($249,268.25) will be available on or before July 1, 2016; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from 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 SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach (hereinafter referred to as the "Project").

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed three hundred thousand dollars ($300,000.00) ("Sum") for the Project as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Project from any source other than Island Improvement Funds. The first draw on the Sum shall be for no more than two hundred thousand dollars ($200,000.00) ("First Draw") and the SRIA will transfer the First Draw to the County on May 16, 2016 minus ten thousand dollars ($10,000.00) to cover expenses outlined in paragraph 5 of the Eighth Interim Agreement between the SRIA and Gary Work as Trustee of The Pensacola Beach Land Trust. The final draw on the Sum shall be for no more than one hundred thousand dollars ($100,000.00) ("Final Draw") and the SRIA will transfer the Final Draw to the County on July 15, 2016.

2.2 County shall be responsible for initiating, administering, and concluding the public procurement process for the Project.

2.3 Upon the SRIA's request, County shall provide copies of all financial records relating to the Project.

2.4 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the Project 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 the Eighth 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.

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

Grover C. Robinson, IV, Chairman

Date Executed
5/6/2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:
Dave Pavlock, Chairman
Date: April 13, 2016

ATTEST:

By:
Jerry Watson, Secretary/Treasurer

Approved as to form and legal sufficiency.
By/Title:
Date: 4/19/16

BCC Approved 05-05-2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11973 **County Administrator's Report 16. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Acceptance of Portion of Real Property for Magaha Lane Right of Way
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Portion of Real Property for Magaha Lane Right-of-Way - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of real property for Magaha Lane right-of-way, from Bright-Meyers-Sasser Westside, LLC:

A. Accept the Special Warranty Deed, from Bright-Meyers-Sasser Westside, LLC, donating a portion of real property along Magaha Lane for right-of-way; and

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

[Funds associated with the recording of this document are available in the Engineering Escrow Account]

BACKGROUND:

Magaha Lane runs parallel with East Nine Mile Road; Westside Drive connects East Nine Mile to Magaha Lane.

It was discovered during the Development Review Committee (DRC) process that the existing, underground utilities on the northern boundary of Magaha Lane were actually located on the private parcel being developed. Bright-Meyers-Sasser Westside, LLC, is willing to donate this area, 0.024 acres, to the county so that underground utilities can be contained within the public right of way of Magaha Lane.

BUDGETARY IMPACT:

Funds associated with the recording of this document are available in the Engineering Escrow Account.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Special Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Special Warranty Deed recorded in the public records of Escambia County, Florida.

Attachments

Special Warranty Deed

Aerial Map

Site Plan

This instrument prepared by:
Jeffrey W. Guild, Esq.
Miller & Martin PLLC
832 Georgia Avenue, Suite 1000
Chattanooga, Tennessee 37402

After Recording Return To:

_____
_____
_____
_____

Tax Identification Parcel No.: Part of _____

_____

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 31st day of January, 2017, by **BRIGHT-MEYERS-SASSER WESTSIDE, LLC**, a Tennessee limited liability company, whose address is 537 Market Street, Suite 400, Chattanooga, Tennessee 37402 (hereinafter called the "Grantor"), to **ESCAMBIA COUNTY, FLORIDA,** whose address is _____ (hereinafter called the "Grantee").

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee for roadway purposes, all that certain land situated in Escambia County, Florida (the "Property"), described on **Exhibit "A"** attached hereto.

TOGETHER with all the elements, 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 the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances, except real property taxes for the year 2016 and subsequent years.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Staci Hill
(signature)

Name: Staci Hill
(print)

(signature)

Name: MATT SASSER
(print)

BRIGHT-MEYERS-SASSER WESTSIDE, LLC, a Tennessee limited liability company

By: _____
Name: Neil Meyers
Title: Chief Manager

STATE OF GEORGIA
COUNTY OF Forsyth

The foregoing instrument was acknowledged before me this 31st day of January, 2017, by Neil Meyers, as Chief Manager of **BRIGHT-MEYERS-SASSER WESTSIDE, LLC**, a Tennessee limited liability company on behalf of the Company. He is personally known to me or has produced _____ as identification.

STACI RAFFIELD HILL
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 23, 2019

NOTARY PUBLIC:

Sign: Staci Hill

Print: Staci Hill

State of Georgia at Large (Seal)

My Commission Expires: August 23, 2019

ACCEPTANCE

This Special Warranty Deed is accepted by Escambia County, Florida on the _____ day of _____, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

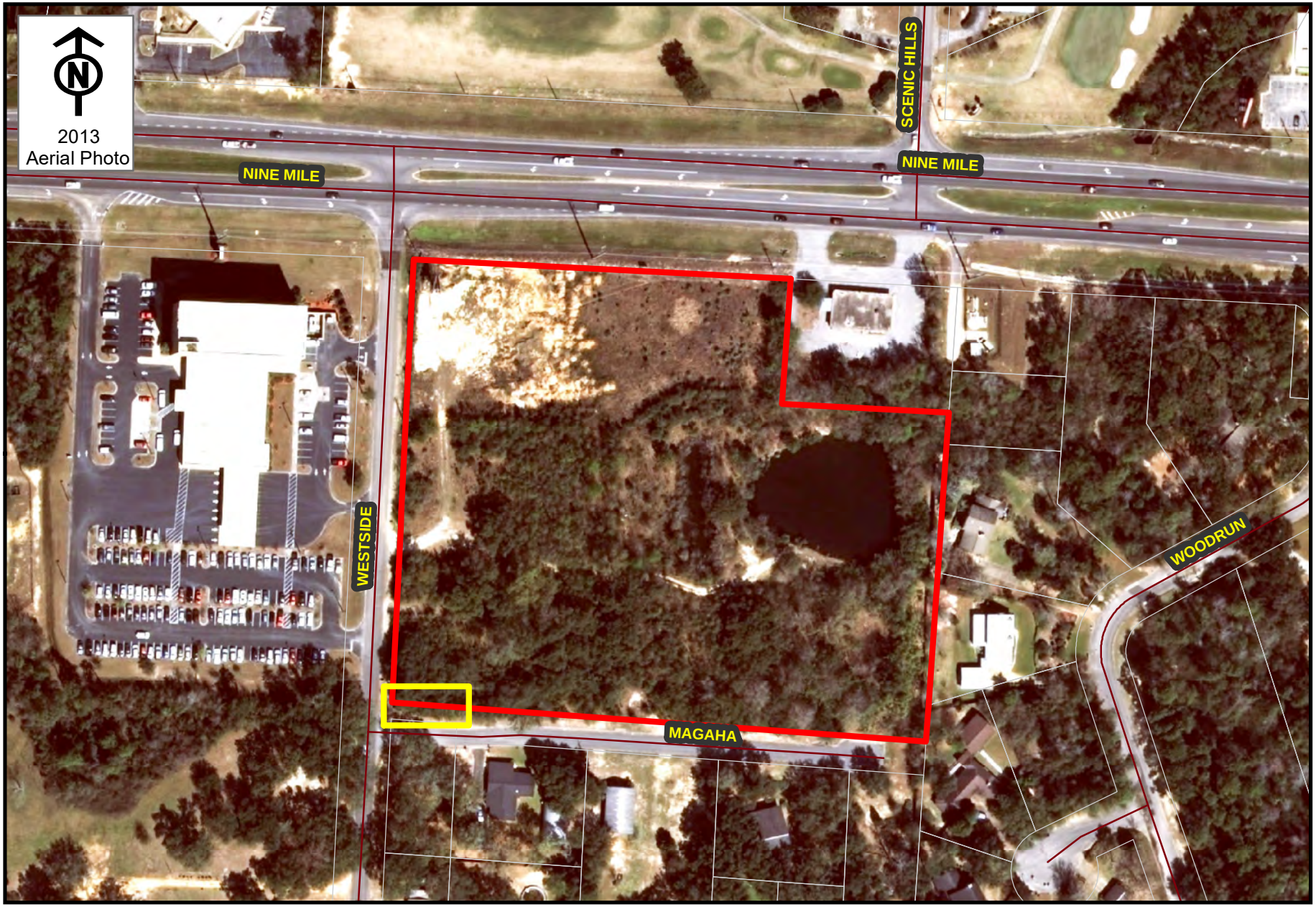
This document approved as to form and legal sufficiency.
By _____
Title Asst County Attorney
Date Feb. 28, 2017

EXHIBIT A

MAGAHA RIGHT-OF-WAY PARCEL

COMMENCING AT THE NORTHEAST CORNER SECTION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE N88°04'49"W A DISTANCE OF 657.20 FEET TO A POINT, THENCE S02°58'52"W A DISTANCE OF 83.53 FEET TO A POINT ON THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF NINE MILE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N86°10'18"W A DISTANCE OF 5.58 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY S02°57'00"W A DISTANCE OF 546.87 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF MAGAHA LANE, THENCE ALONG SAID RIGHT-OF-WAY N88°03'58"W A DISTANCE OF 336.72 FEET TO AN IRON PIN AND BEING THE POINT OF BEGINNING, THENCE N88°03'58"W A DISTANCE OF 282.21 FEET TO AN IRON PIN, THENCE N02°57'59"E A DISTANCE OF 6.58 FEET TO AN IRON PIN, THENCE S87°02'01"E A DISTANCE OF 167.64 FEET TO AN IRON PIN, THENCE S86°17'08"E A DISTANCE OF 79.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,053 S.F. OR 0.024 ACRES MORE OR LESS.

Magaha Lane Right-of-Way Donation

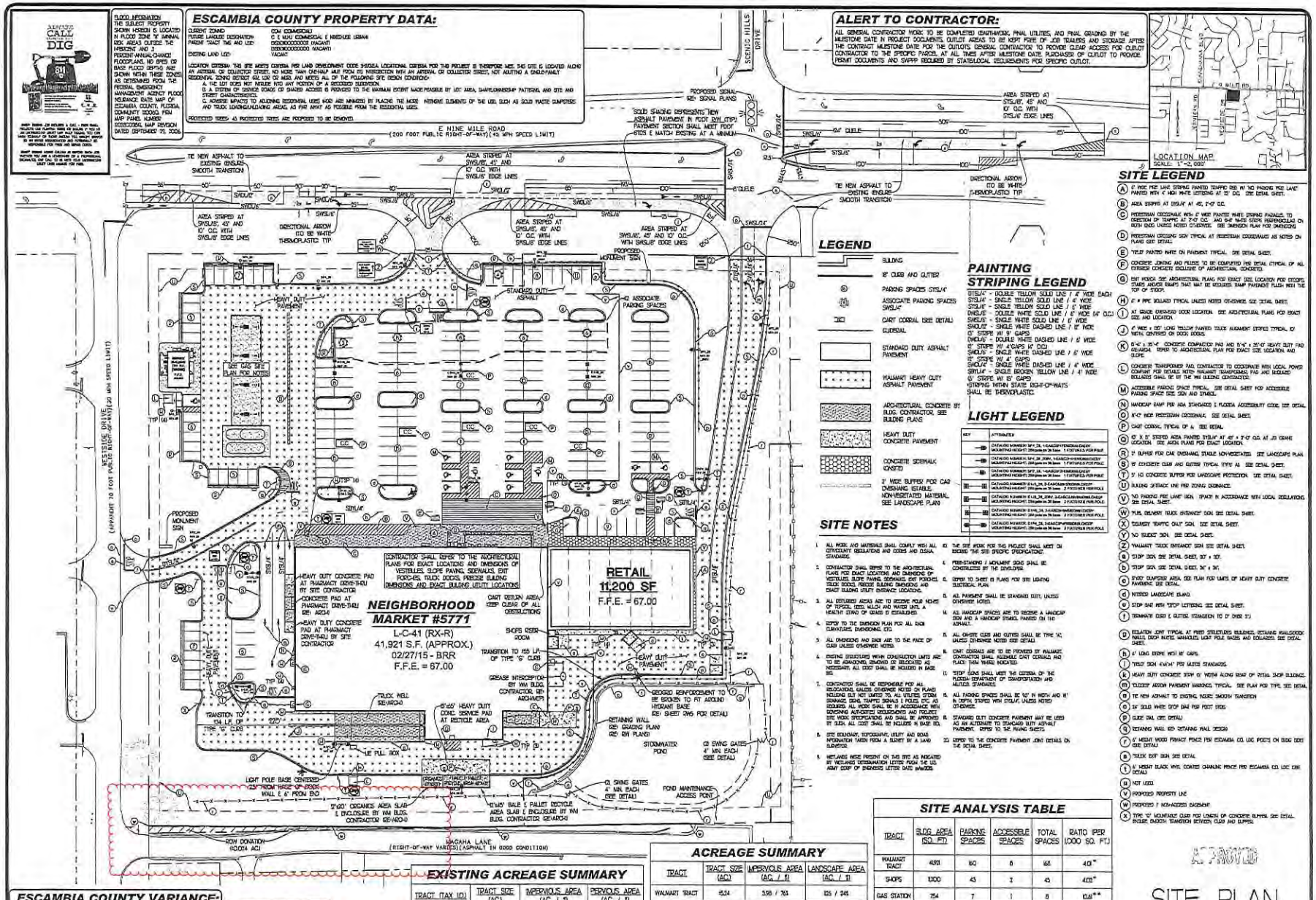


ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 3/22/17 DISTRICT 5

Bright-Meyers-Sasser Westside, LLC.

Area of 0.024 acre ROW donation



ESCAMBIA COUNTY PROPERTY DATA:

FLOOD INFORMATION
THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFES OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES) AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, PAN MAP PANEL NUMBER 0010C(EM), MAP REVISION DATED SEPTEMBER 29, 2006.

CURRENT ZONING: COM (COMMERCIAL)
FUTURE LANDUSE DESIGNATION: C (MIXED COMMERCIAL & MIDDLEUSE URBAN)
PARENT TRACT TAX AND I.D.#: 000000000000 (VACANT) 000000000000 (VACANT)
EXISTING LAND USE: VACANT

LOCATION CRITERIA: THIS SITE MEETS CRITERIA PER LAND DEVELOPMENT CODE 5.40.05.A LOCATIONAL CRITERIA FOR THIS PROJECT IS THEREFORE MET. THIS SITE IS LOCATED ALONG AN ARTERIAL OR COLLECTOR STREET, NO MORE THAN ONE-HALF MILE FROM ITS INTERSECTION WITH AN ARTERIAL OR COLLECTOR STREET, NOT ADJOINING A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (LU, LDR OR MDR), AND MEETS ALL OF THE FOLLOWING SITE DESIGN CONDITIONS:
A. THE LOT DOES NOT INTRUDE INTO ANY PORTION OF A RECORDED SUBDIVISION.
B. A STUB-IN OF SERVICE ROADS OR SHARED ACCESS IS PROVIDED TO THE MAXIMUM EXTENT MADE FEASIBLE BY LOT AREA, SHAPE/OWNERSHIP PATTERNS, AND SITE AND STREET CHARACTERISTICS.
C. ADVERSE IMPACTS TO ADJOINING RESIDENTIAL USES WOD ARE MINIMIZED BY PLACING THE MORE INTENSIVE ELEMENTS OF THE USE, SUCH AS SOLID WASTE DUMPSTERS AND TRUCK LOADING/UNLOADING AREAS, AS FAR AWAY AS POSSIBLE FROM THE RESIDENTIAL USES.

PROTECTED TREES: 45 PROTECTED TREES ARE PROPOSED TO BE REMOVED.

ALERT TO CONTRACTOR:

ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREAS TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOTS. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

LEGEND

- BUILDING
- 6" CURB AND GUTTER
- PARKING SPACES SYSLW
- ASSOCIATE PARKING SPACES SYSLW
- CART CORRAL (SEE DETAIL CUCORAL)
- STANDARD DUTY ASPHALT PAVEMENT
- WALMART HEAVY DUTY ASPHALT PAVEMENT
- ARCHITECTURAL CONCRETE BY BLDG. CONTRACTOR, SEE BUILDING PLANS
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK (CNS6TE)
- 2' WIDE BUFFER FOR CAR OVERHANG ISTABLE, NON-VEGETATED MATERIAL, SEE LANDSCAPE PLANS

PAINTING STRIPING LEGEND

- SYSLW - DOUBLE YELLOW SOLID LINS / 6" WIDE EACH
- SYSLW - SINGLE YELLOW SOLID LINE / 6" WIDE
- SYSLW - SINGLE YELLOW SOLID LINE / 6" WIDE
- DWSLW - DOUBLE WHITE SOLID LINE / 6" WIDE 24" O.C.
- SWSLW - SINGLE WHITE SOLID LINE / 6" WIDE
- SWDLW - SINGLE WHITE DASHED LINE / 12" WIDE 0" STRIPE W/ 9' GAPS
- DWDLW - DOUBLE WHITE DASHED LINE / 6" WIDE 0" STRIPE W/ 4' GAPS
- SWDLW - SINGLE WHITE DASHED LINE / 6" WIDE 10" STRIPE W/ 4' GAPS
- SWDLW - SINGLE WHITE DASHED LINE / 4" WIDE
- SYSLW - SINGLE BROKEN YELLOW LINE / 4" WIDE 10' STRIPE W/ 30' GAPS

*STRIPING WITHIN STATE RIGHT-OF-WAYS SHALL BE THERMOPLASTIC.

LIGHT LEGEND

KEY	ATTRIBUTES
	CATALOG NUMBER: SPX_28_16LED(P7)(EGR)(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE:
	CATALOG NUMBER: SPX_28_20(P7)...(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE:
	CATALOG NUMBER: SPX_28_24(P7)...(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE:
	CATALOG NUMBER: DSX1_LED_2P_...(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE: 2
	CATALOG NUMBER: DSX1_LED_2P_...(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE: 2
	CATALOG NUMBER: DSX1_LED_2P_...(DA,DBY) MOUNTING HEIGHT: 25ft poles on 2ft base / FIXTURES PER POLE: 2

SITE LEGEND

- (A) 6" WIDE PAVE LANE STRIPING PAINTED TRAFFIC RED W/ NO PARKING FIRE LANE PAINTED WITH 4" HIGH WHITE LETTERING AT 25' O.C. SEE DETAIL SHEET.
- (B) AREA STRIPED AT SYSLW AT 45°, 7'-0" O.C.
- (C) PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 7'-0" O.C. AND 6'-0" WHITE STRIPE PERPENDICULAR ON BOTH SIDES UNLESS NOTED OTHERWISE. SEE DIMENSION PLAN FOR DIMENSIONS.
- (D) PEDESTRIAN CROSSING SIGN TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS SEE DETAIL.
- (E) "HELP" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
- (F) CONCRETE JOINTING AND PATTERN TO BE COMPLETED PER DETAIL TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE.
- (G) EXIT DOOR(S) SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION AND SWINGS. STAIRS ABOVE RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOP.
- (H) 6" Ø RPC BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION.
- (J) 4" WIDE x 100' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL (2) WITH CENTERED ON DOCK DOORS.
- (K) 8'-0" x 35'-0" CONCRETE COMPACTOR PAD AND 5'-0" x 25'-0" HEAVY DUTY PAD REQUIRED. REFER TO ARCHITECTURAL PLAN FOR EXACT SIZE, LOCATION, AND SLOPE.
- (L) CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS. NOTE: WALMART TRANSFORMERS PAD AND REQUIRED BOLLARDS SHALL BE BY THE WM BLDG. CONTRACTOR.
- (M) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND STRIPES.
- (N) HANDICAP RAMP PER ADA STANDARDS & FLORIDA ACCESSIBILITY CODE. SEE DETAIL.
- (O) 8'-0" WIDE PEDESTRIAN CROSSWALK. SEE DETAIL SHEET.
- (P) CART CORRAL TYPICAL OF 6. SEE DETAIL.
- (Q) 6" X 5' STEPED AREA PAINTED SYSLW AT 45° x 7'-0" O.C. AT 20 DEGREE LOCATION. SEE ARCH PLANS FOR EXACT LOCATION.
- (R) 2' BUFFER FOR CAR OVERHANG STABLE NON-VEGETATED. SEE LANDSCAPE PLAN.
- (S) 6" CONCRETE CURB AND GUTTER TYPICAL TYPE A1. SEE DETAIL SHEET.
- (T) 3' HD CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL SHEET.
- (U) BUILDING SETBACK LINE PER ZONING ORDINANCE.
- (V) NO PARKING FIRE LANE SIGN. SPACE IN ACCORDANCE WITH LOCAL REGULATIONS SEE DETAIL SHEET.
- (W) PUBL DELIVERY TRUCK ENTRANCE SIGN SEE DETAIL SHEET.
- (X) "DELIVERY TRAFFIC ONLY" SIGN. SEE DETAIL SHEET.
- (Y) NO TRUCKS SIGN. SEE DETAIL SHEET.
- (Z) WALMART TRUCK ENTRANCE SIGN SEE DETAIL SHEET.
- (a) "STOP" SIGN SEE DETAIL SHEET, 30" x 30".
- (b) "STOP" SIGN SEE DETAIL SHEET, 36" x 36".
- (c) 8"x10' DUMPSTER AREA. SEE PLAN FOR LIMITS OF HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL.
- (d) INTERIOR LANDSCAPE ISLAND.
- (e) STOP BAR WITH "STOP" LETTERING SEE DETAIL SHEET.
- (f) TERMINATE CURB & GUTTER TRANSITION TO 2' CURB 2'.
- (g) ISOLATION JOINT TYPICAL AT FIXED STRUCTURES BUILDINGS, RETAINING WALLS/DOCK WALLS, DOCK BUMPER, MANHOLES, LIGHT POLE BASES AND BOLLARDS. SEE DETAIL SHEET.
- (h) 4" LONG STRIPE WITH 90° CAPS.
- (i) TYPICAL SIGN 4'x4'x4" PER MUTCD STANDARDS.
- (k) HEAVY DUTY CONCRETE STEP 6" WIDTH ALONG REAR OF RETAIL SHOP BUILDING.
- (m) "CROSSWALK" AHEAD PAVEMENT MARKINGS, TYPICAL. SEE PLAN FOR TYPE. SEE DETAIL.
- (n) TIE NEW ASPHALT TO EXISTING ENSURE SMOOTH TRANSITION
- (o) 24" SOLID WHITE STOP BAR PER FDOT STDS.
- (p) CURB TAIL OFF, DETAIL
- (q) RETAINING WALL #2 RETAINING WALL DESIGN
- (r) 6' WEIGHT WOOD PRIVACY FENCE PER ESCAMBIA CO. LDC. SEE SHEETS ON DOCK DOOR SIDE DETAILS
- (s) "TRUCK EXIT" SIGN SEE DETAIL
- (t) 6' WEIGHT BLACK VINYL COATED CHAINLINK FENCE PER ESCAMBIA CO. LDC SEE DETAILS
- (u) NOT USED
- (v) PROPOSED PROPERTY LINE
- (w) PROPOSED 1' NON-ACCESS EASEMENT
- (x) TYPE "G" MOUNTABLE CURB FOR LENGTH OF CONCRETE BUFFER. SEE DETAIL ENSURE SMOOTH TRANSITION BETWEEN CURB AND BUFFER.

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE REGULATIONS AND CODES AND ESSHA STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, FREEZER BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE POLE HOLES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
4. REFER TO THE DIMENSION PLAN FOR ALL BACK CURVATURES, DIMENSIONS, ETC.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED ON PLANS INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY OWN. ALL COST SHALL BE INCLUDED IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
9. WETLANDS WERE PRESENT ON THIS SITE AS INDICATED BY WETLANDS DETERMINATION LETTER FROM THE US ARMY CORP OF ENGINEERS LETTER DATE 9/4/2005.
10. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SITE SPECIFIC CONDITIONS.
11. FREE-STANDING / MONUMENT SIGNS SHALL BE CONSTRUCTED BY THE DEVELOPER.
12. REFER TO SHEET E1 PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
13. ALL PAVEMENT SHALL BE STANDARD DUTY, UNLESS OTHERWISE NOTED.
14. ALL HANDICAP SPACES ARE TO BECOME A HANDICAP SIGN AND A HANDICAP STENCIL PAINTED ON THE ASPHALT.
15. ALL CURBTE CURB AND GUTTER SHALL BE TYPE "A", UNLESS OTHERWISE NOTED SEE DETAIL.
16. CART CORRALS ARE TO BE PROVIDED BY WALMART. CONTRACTOR SHALL ASSEMBLE CART CORRALS AND PLACE THEM WHERE NOTED ON PLANS.
17. "STOP" SIGNS SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MUTCD STANDARDS.
18. ALL PARKING SPACES SHALL BE 10' IN WIDTH AND 18' IN DEPTH, STRIPED WITH SYSLW, UNLESS NOTED OTHERWISE.
19. STANDARD DUTY CONCRETE PAVEMENT MAY BE USED AS AN ALTERNATE TO STANDARD DUTY ASPHALT PAVEMENT. REFER TO THE PAVING SHEETS.
20. REFER TO THE CONCRETE PAVEMENT JOINT DETAILS ON THE DETAIL SHEET.

SITE ANALYSIS TABLE

TRACT	BLDG. AREA (SQ. FT.)	PARKING SPACES	ACCESSIBLE SPACES	TOTAL SPACES	RATIO (PER 1,000 SQ. FT.)
WALMART TRACT	4,093	160	6	166	4.01*
SHOPS	1,300	43	2	45	4.02*
GAS STATION	754	7	1	8	10.61**
OVERALL	53,675	310	8	318	4.10

*PARKING SPACES CREDIT(S) AT CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO.
ESCAMBIA COUNTY LDC 4.05.05.B REQUIRES 1 SPACE/1,000 SQ FT OF BUILDING SPACE FOR FOOD SERVICE & 1 SPACE/5,000 SQ FT FOR SHOPPING CENTERS. 34,300 SQ FT/5,000 = 7 SPACES REQUIRED AT WALMART. BUILDINGS 8,093-53 SPACES REQUIRED AT SHOPS.
**GAS STATION PARKING CREDIT DOES NOT INCLUDE SPACES AT EACH PUMP.
ESCAMBIA COUNTY LDC 4.05.05.B REQUIRES 3 SPACES/1000 SQ FT OF BUILDING SPACE PER CONVENIENCE STORES WITH FUEL SALES. 754/1000=3 SPACES REQUIRED AT GAS LOT.

ACREAGE SUMMARY

TRACT	TRACT SIZE (AC.)	IMPERVIOUS AREA (AC. / %)	LANDSCAPE AREA (AC. / %)
WALMART TRACT	15.34	3.98 / 76%	1.26 / 24%
DEVELOPER TRACT	12.61	1.22 / 10%	1.39 / 53%
ROW DEDICATION	0.0121	0.00 / 0%	0.012 / 100%
TOTAL	17.87	5.20 / 66%	2.67 / 34%

EXISTING ACREAGE SUMMARY

TRACT (TAX I.D.)	TRACT SIZE (AC.)	IMPERVIOUS AREA (AC. / %)	PERVIOUS AREA (AC. / %)
000000000000	10.49	10.33 / 45%	10.36 / 55%
000000000000	17.15	10.53 / 61%	14.85 / 91%
TOTAL	17.87	10.86 / 31%	17.01 / 85%

ESCAMBIA COUNTY VARIANCE:

ON JULY 15, 2016, THE BOARD OF ADJUSTMENT (BOA) APPROVED THE REQUEST, V-2016-01, OF A VARIANCE TO THE 10 FOOT SIDE SETBACK ON THE INTERIOR SHARED PROPERTY LINES, RESULTING IN A ZERO LOT LINE SETBACK.

BUILDING SETBACKS	
FRONT	15'
REAR	15'
SIDE	10'

APPROVED

SITE PLAN

SCALE 1" = 40'

REVISIONS	BY

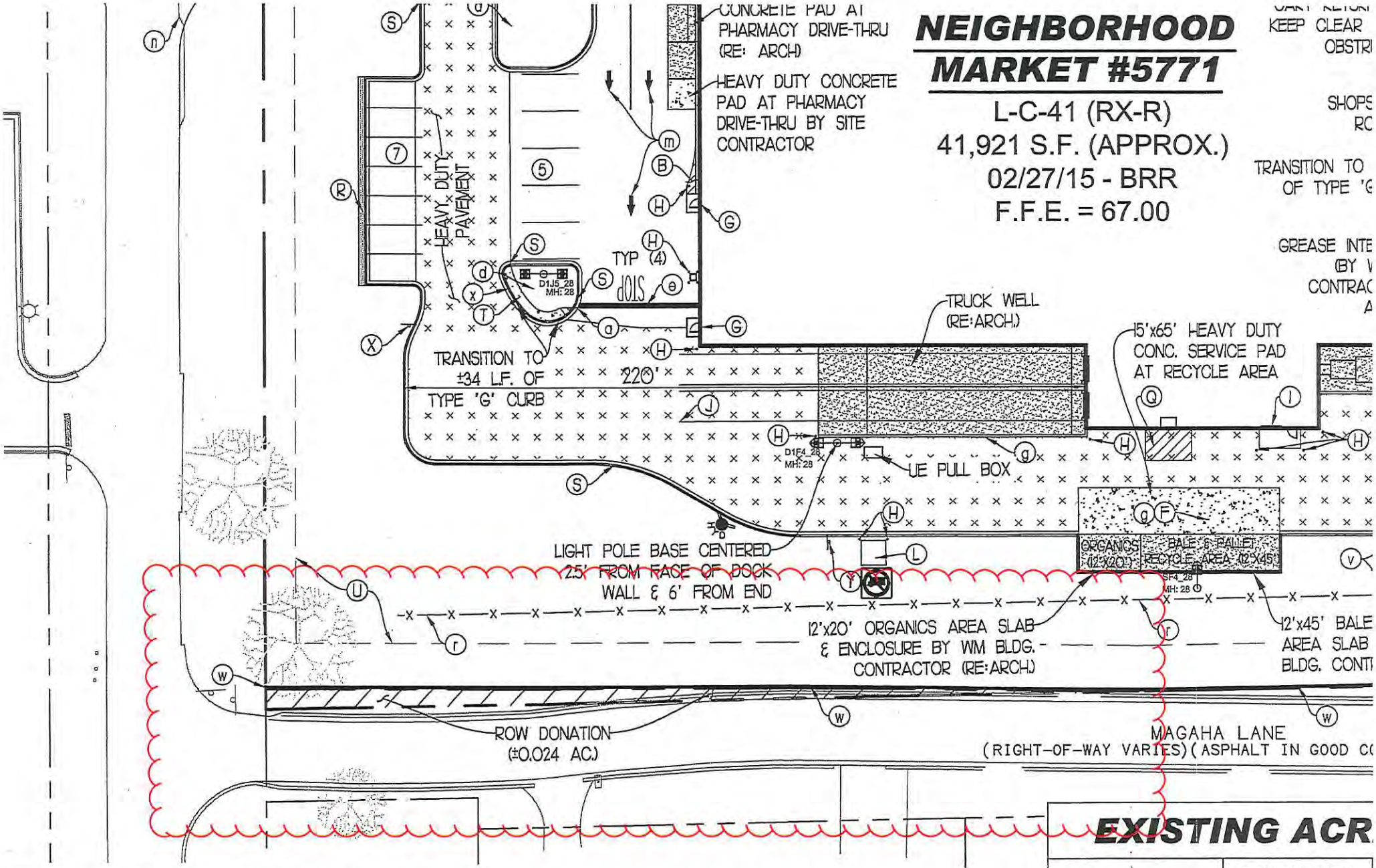
FREELAND and KAUFFMAN, INC.
Engineers * Landscape Architects
209 West Stone Avenue
Greenville, South Carolina 29609
864-233-3497
fax 864-233-2865
C.O.A. 2598

WESTSIDE VILLAGE
WESTSIDE DRIVE AT EAST NINE MILE ROAD
ESCAMBIA COUNTY, PENSACOLA, FL.

BRIGHT-MEYERS-SASSER WESTSIDE, LLC
6661 GLENRIDGE DRIVE, SUITE 220
ATLANTA, GA 30328 TEL: (404) 252-1499

DRAWN: BJH
CHECKED: TMB
DATE: 8/05/2015
SCALE:

DRAWING: 14
OF 34



BIA COUNTY VARIANCE:

THE BOARD OF ADJUSTMENT (BOA) APPROVED THE
7, OF A VARIANCE TO THE 10 FOOT SIDE SETBACK ON
RED PROPERTY LINES, RESULTING IN A ZERO LOT LINE

BUILDING SETBACKS	
FRONT	15'
REAR	15'

EXISTING ACR

TRACT (TAX I.D.)	TRACT SIZE (AC.)
131S301100000002	±0.69
131S301100000000	±7.18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11978 **County Administrator's Report 16. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Acceptance of a Drainage and Access Easement for Greystone Estates Subdivision
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage and Access Easement for Graystone Estates - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage and Access Easement (approximately 0.74 acres) Northern Gulf Nowak, LLC, for Graystone Estates from:

A. Accept the donation of a Drainage & Access Easement (approximately 0.74 acres) from Northern Gulf Nowak, LLC, for Greystone Estate ;

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

C. Authorize the Chairman or Vice Chairman to accept the Easement, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

Greystone Estates is currently going through the Development Review Committee (DRC) Process. Phase I has already been approved, but the rights-of-ways were not platted with Phase I. They will be platted in Phase II, which is under review by DRC.

During Phase I, because two dry retention ponds (Parcels "AA" and "BB") were platted behind Block "C" and "D", without any right-of-way, the County cannot access them. This 80' drainage and access easement, which will be located off Upland Road, is necessary

for access to the county ponds and the overflow discharge pipe from the ponds.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage & Access Easement was approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage and Access Easement

Site Plan

Prepared by and upon recording return to:
Kerry Anne Schultz, Esquire
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Court, Suite A
Navarre, Florida 32566

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT is made the 22 day of March, 2017, by and between NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, whose post office address is PO Box 12204, 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 mailing address is 221 Palafox Place, Pensacola, Florida 32502, ("Grantee").

WITNESSETH

WHEREAS, Grantee proposes to construct and/or maintain a drainage and access easement across real property located in Section 16, Township 01 North, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of real property, over, across, and upon which Grantee proposes to construct and maintain said drainage and access easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, an exclusive perpetual Eighty Foot Drainage and Access Easement for drainage purposes, including the construction and maintenance of culverts, manholes, catch basins, storm sewers and drainage ditches, together with all appurtenances as determined reasonable by the Grantee incident thereto in, over, under and upon the parcel of land, including but not limited to the right to enter upon the land for construction, maintenance and repair of such drainage system and to remove any material or objects as determined reasonable by the Grantee incident thereto, which land is situated in Escambia County, Florida, and described as follows:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

80' WIDE PUBLIC DRAINAGE/ACCESS EASEMENT

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 3304.21 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 697.82 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY ALSO BEING THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' R/W) AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTHEASTERLY ALONG ARC OF SAID CURVED WEST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST ALONG SAID FUTURE WEST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVED FUTURE WEST R/W LINE FOR A DISTANCE OF 39.27 FEET TO THE POINT

OF TANGENCY; THENCE DEPARTING SAID FUTURE WEST R/W LINE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 130.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED EAST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST ALONG SAID FUTURE EAST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED FUTURE EAST R/W LINE FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING SAID FUTURE EAST R/W LINE PROCEED NORTH 87°10'54" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.74 ACRES MORE OR LESS.

The Easement is depicted on Exhibit "A" attached hereto and incorporated by reference.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage and access easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation, or maintenance of the drainage and access easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage and access easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage and access easement that may interfere with the location, excavation, operation or maintenance of the drainage and access easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of a discrepancy of the actual location of the drainage improvements and the legal description of the drainage and access easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit from GRANTEE from using the easement for drainage, and the Grantor hereby waives any right to compensation from the Grantee's use of the drainage and access easement and an appraisal of the drainage and access easement unless otherwise provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Grantor:

Name:

Name:

GRANTOR:

NORTHERN GULF NOWAK, L.L.C.
By: James D. Homyak
Its: Managing Member

STATE OF FLORIDA)
)ss
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 22 day of March, 2017 by James D. Homyak, Managing Member of NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, who (__) is personally well known to me, or who (✓) has produced valid driver's license as identification and who did not take an oath.

[SEAL]

Notary Public, State of Florida
Commission Number: FF 109897
Commission Expires: May 31, 2018

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

ACCEPTANCE

This Drainage and Access Easement was accepted by Escambia County, Florida, on the ___ day of _____, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the __ day of _____, 2017.

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

ATTEST: Pam Childers
Clerk of Court

Deputy Clerk

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date March 27, 2017

Exhibit "A"

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

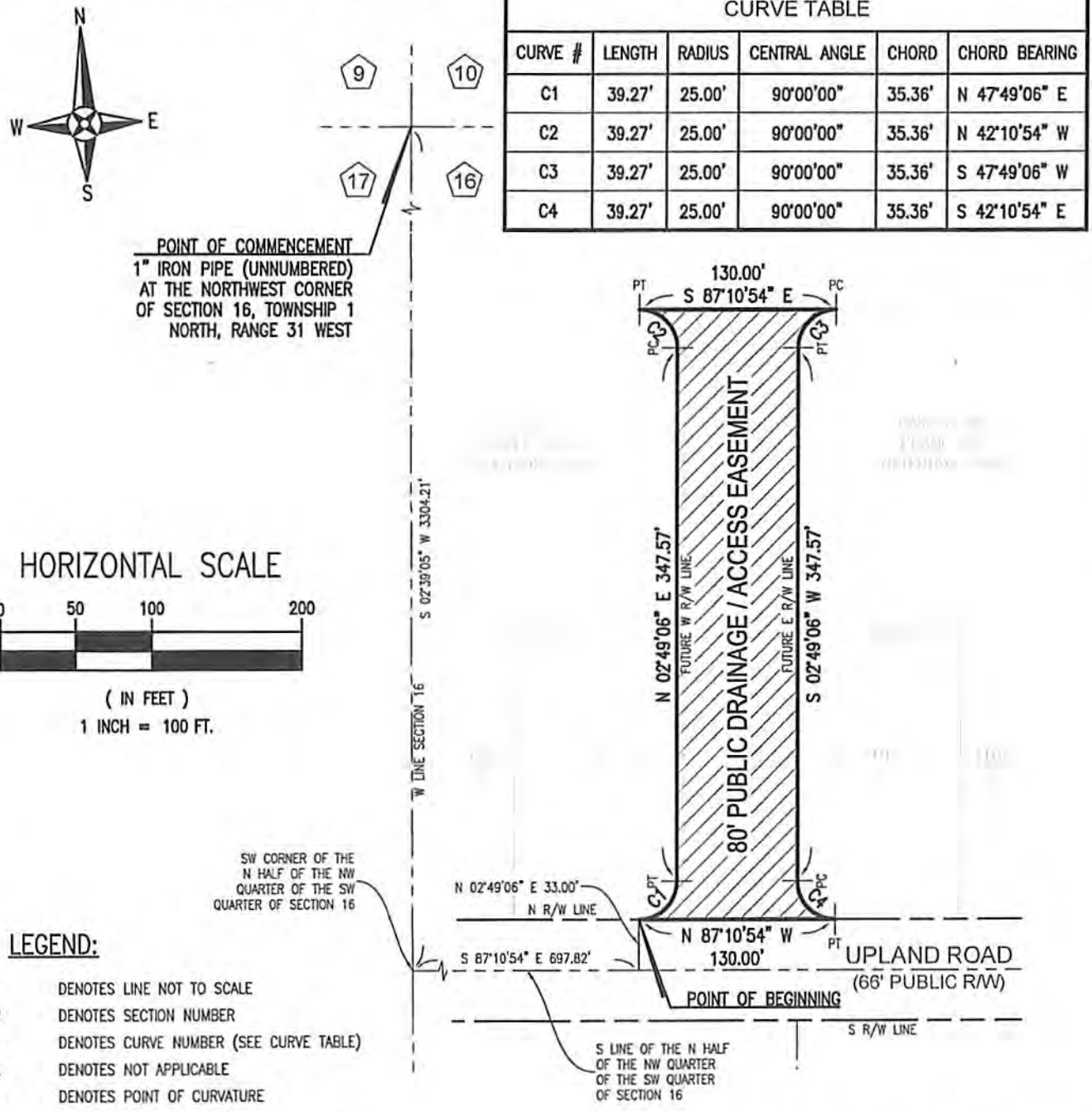
PREPARED FOR: MR. JIM HOMYAK

REQUESTED BY: MR. JIM HOMYAK

80' PUBLIC DRAINAGE/ACCESS EASEMENT

PROJECT:	2014.158
FIELD SURVEY DATE:	N/A
SECTION:	16
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N 47°49'06" E
C2	39.27'	25.00'	90°00'00"	35.36'	N 42°10'54" W
C3	39.27'	25.00'	90°00'00"	35.36'	S 47°49'06" W
C4	39.27'	25.00'	90°00'00"	35.36'	S 42°10'54" E

HORIZONTAL SCALE

0 50 100 200

(IN FEET)

1 INCH = 100 FT.

LEGEND:

∿	DENOTES LINE NOT TO SCALE
(16)	DENOTES SECTION NUMBER
C1	DENOTES CURVE NUMBER (SEE CURVE TABLE)
N/A	DENOTES NOT APPLICABLE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY
R/W	DENOTES RIGHT OF WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1	MAN	ADD COLLATERAL CALLS TO DESCRIPTION	1/10/2017

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK A. NORRIS
FLORIDA REGISTRATION NO. 6211 12/23/2016

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

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B. N/A PAGE	N/A
DRAWN BY:	DFS
SHEET:	1 OF 2

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: MR. JIM HOMYAK

REQUESTED BY: MR. JIM HOMYAK

80' PUBLIC DRAINAGE/ACCESS EASEMENT

PROJECT:	2014.158
FIELD SURVEY DATE:	N/A
SECTION:	16
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

80' WIDE PUBLIC DRAINAGE/ACCESS EASEMENT

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 3304.21 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 697.82 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY ALSO BEING THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' R/W) AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTHEASTERLY ALONG ARC OF SAID CURVED WEST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST ALONG SAID FUTURE WEST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVED FUTURE WEST R/W LINE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID FUTURE WEST R/W LINE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 130.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED EAST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST ALONG SAID FUTURE EAST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED FUTURE EAST R/W LINE FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING SAID FUTURE EAST R/W LINE PROCEED NORTH 87°10'54" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.74 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), (NAD83) – (2011)–(EPOCH 2010.0000) AND IS BASED ON THE STATE PLANE BEARING OF S 02°39'05" W ALONG THE MONUMENTED WEST LINE SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B. N/A	PAGE N/A
DRAWN BY:	DFS
SHEET:	2 OF 2

FINAL PLAT
GRAYSTONE ESTATES
A 26 LOT SUBDIVISION
PHASE ONE

BEING A PORTION OF
SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA.
NOVEMBER 2016

OWNER AND DEVELOPER
NORTHERN GULF NOWAK, LLC
P.O. BOX 12204
PENSACOLA, FL 32591

CIVIL ENGINEER
PAUL A. BATTLE P.E. No. 53126
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-9400

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-9400

PREPARED BY
RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.9400
Fax 850.438.9448
CD 00000057 LD7916

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BLOCK A:

COMMENCE AT A 1" IRON PIPE (UNMONUMENTED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE PROCEED SOUTH 87°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1331.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 00°31'36" EAST FOR A DISTANCE OF 33.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 87°03'36" EAST FOR A DISTANCE OF 330.00 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH 00°31'36" WEST FOR A DISTANCE OF 313.00 FEET; THENCE PROCEED NORTH 87°03'36" WEST FOR A DISTANCE OF 175.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°03'36" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY AND THE EAST RIGHT-OF-WAY LINE OF SAID NOWAK ROAD; THENCE PROCEED NORTH 02°56'24" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 907.52 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.26 ACRES MORE OR LESS.

BLOCK B:

COMMENCE AT A 1" IRON PIPE (UNMONUMENTED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE PROCEED SOUTH 87°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1331.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 00°31'36" EAST FOR A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NOWAK ROAD (66' RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, PROCEED NORTH 87°03'36" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 912.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°36'24" EAST, 35.35 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°56'36" EAST FOR A DISTANCE OF 175.00 FEET; THENCE PROCEED SOUTH 02°03'24" WEST FOR A DISTANCE OF 313.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY); THENCE PROCEED NORTH 87°56'36" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 330.00 FEET TO THE INTERSECTION OF THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD AND THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF NOWAK ROAD AND TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.37 ACRES MORE OR LESS.

BLOCK C:

COMMENCE AT A 1" IRON PIPE (UNMONUMENTED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE PROCEED SOUTH 87°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1331.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 00°31'36" EAST ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 1982.53 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID EAST LINE, PROCEED SOUTH 87°56'24" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 330.00 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE EAST RIGHT-OF-WAY LINE OF NOWAK ROAD (66' RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTH LINE, PROCEED NORTH 02°03'24" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 313.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED NORTH 87°56'36" EAST FOR A DISTANCE OF 175.00 FEET; THENCE PROCEED NORTH 02°03'24" EAST FOR A DISTANCE OF 181.55 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 53.00 FEET, A DELTA ANGLE OF 30°47'04" AND A CHORD BEARING AND DISTANCE OF NORTH 42°57'34" EAST, 33.26 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 28.48 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°08'41" AND A CHORD BEARING AND DISTANCE OF NORTH 68°44'46" EAST, 20.39 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 21.01 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 215.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY AND TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD; THENCE PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.71 ACRES MORE OR LESS.

BLOCK D:

COMMENCE AT A 1" IRON PIPE (UNMONUMENTED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE PROCEED SOUTH 87°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1331.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE CONTINUE SOUTH 87°39'05" WEST FOR A DISTANCE OF 1982.53 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 87°10'54" EAST ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 1331.69 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD FOR A DISTANCE OF 440.29 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90°00'00"; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 347.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 257.99 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°11'23" AND A CHORD BEARING AND DISTANCE OF SOUTH 63°05'12" EAST, 20.41 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 21.03 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 84°14'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 81°06'39" EAST, 67.07 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 73.51 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 39°00'32" EAST FOR A DISTANCE OF 237.05 FEET TO THE AFOREMENTIONED EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE PROCEED SOUTH 02°49'06" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 208.00 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.52 ACRES MORE OR LESS.

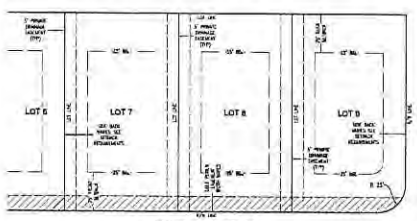
LEGEND:

⊞	SET P.K.N. 4"x4" CONCRETE MONUMENT (No. 7315 (TYP.))	N.R.	DENOTES NON RADIAL
○	FOUND 1" DIA IRON PIPE (UNMONUMENTED)	N.T.S.	DENOTES NOT TO SCALE
⊕	DENOTES LINE CROSS NOT TO SCALE	No.	DENOTES NUMBER
⊛	DENOTES SECTION NUMBER	NTPC	DENOTES NON-TANGENT POINT OF CURVATURE
	DENOTES DRAINAGE/ACCESS EASEMENT	O.R.	DENOTES OFFICIAL RECORDS BOOK
	DENOTES GULF POWER EASEMENT	PG.	DENOTES PAGE
AC.	DENOTES ACRE	PC	DENOTES POINT OF CURVATURE
B.S.L.	DENOTES BUILDING SET BACK LINE	PRC	DENOTES POINT OF REVERSE CURVATURE
CT.	DENOTES CURVE CONTRACTION (SEE CURVE TABLE)	P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
CSF	DENOTES CONVERTE SCALE FACTOR	PT.	DENOTES POINT OF TANGENCY
DIA.	DENOTES DIAMETER	R/W	DENOTES RIGHT-OF-WAY
ESCA	DENOTES ESCAMBIA COUNTY UTILITY AUTHORITY	SF.	DENOTES SQUARE FEET
GPC	DENOTES GLOBAL POSITIONING SYSTEM	SSF	DENOTES SCALE FACTOR
L	DENOTES ARC OF LOSS	TYP.	DENOTES TYPICAL
N/A	DENOTES NOT APPLICABLE		

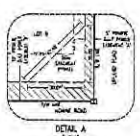
Curve Table

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	39.27'	25.00'	90°00'00"	35.36'	N 42°20'55" W
C2	39.27'	25.00'	90°00'00"	35.36'	N 47°39'05" E
C3	32.10'	50.00'	36°47'04"	31.55'	N 63°02'36" E
C4	21.01'	25.00'	48°08'41"	20.39'	N 68°44'46" E
C5	39.27'	25.00'	90°00'00"	35.36'	S 42°10'54" E
C6	39.27'	25.00'	90°00'00"	35.36'	S 47°49'06" W
C7	39.27'	25.00'	90°00'00"	35.36'	N 42°10'54" W
C8	39.27'	25.00'	90°00'00"	35.36'	N 47°49'06" E
C9	21.03'	25.00'	48°11'23"	20.41'	S 63°05'12" E
C10	73.51'	50.00'	84°14'17"	67.07'	S 81°06'39" E

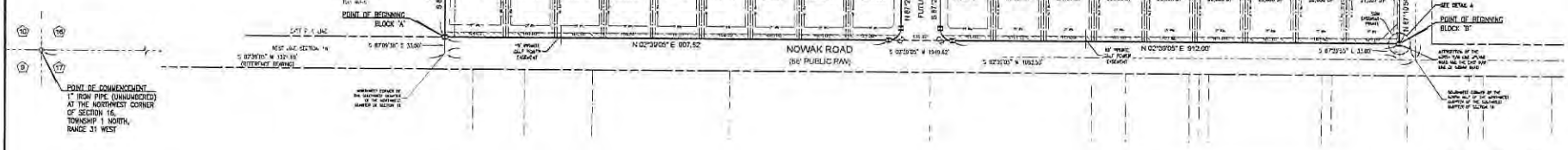
HORIZONTAL SCALE
0 50 100 200 400
(IN FEET)
1 INCH = 100FT.



TYPICAL LOT DETAIL


DETAIL A
(NTS)

BUILDING SETBACK REQUIREMENTS:
FRONT YARD SHALL BE 25 FEET
SIDE YARDS SHALL BE 10% OF LOT WIDTH NOT TO EXCEED 15'
REAR YARD SHALL BE 25 FEET


POINT OF COMMENCEMENT
1" IRON PIPE (UNMONUMENTED)
AT THE NORTHWEST CORNER
OF SECTION 16,
TOWNSHIP 1 NORTH,
RANGE 31 WEST
POINT OF BEGINNING
BLOCK 'A'
NOWAK ROAD
(66' PUBLIC R/W)
BLOCK 'A'
BLOCK 'B'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
FUTURE 60' R/W
N 02°49'06" E 347.57'
S 02°49'06" W 347.57'
N 02°49'06" E 212.03'
S 87°10'54" E 29.71'
N 02°49'06" E 161.55'
S 87°10'54" E 215.28'
S 87°10'54" E 257.99'
N 87°10'54" W 292.00'
N 87°10'54" W 495.22'
S 87°10'54" E 330.00'
S 87°10'54" E 175.00'
S 87°10'54" E 313.00'
S 87°10'54" E 330.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11952 **County Administrator's Report 16. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Approve Issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 15-16.088 "Traffic Signal Response Maintenance"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 15-16.088, "Traffic Signal Response Maintenance" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve issuing a Purchase Order in the amount of $52,105.21 to Ingram Signalization, Inc., on Contract PD 15-16.088, "Traffic Signal Response Maintenance," to perform repair and maintenance on County-owned signals only.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

BACKGROUND:

Meeting in regular session on September 22, 2016, the Board approved Contract PD 15-16.088 "Traffic Signal Response & Maintenance" to Ingram Signalization in the amount of $300,000.

At a subsequent Budget Workshop, another $75,000 was approved for the Transportation and Traffic Operations (TTO) Division to maintain and rehab county-owned signals and traffic appurtenances not related to any Florida Department of Transportation (FDOT) facilities.

Below is a breakdown for the $75,000 approved for County-owned signals and traffic appurtenances:

County-owned Signals Rehab & Maintenance Paid to Date - FY17	+ $12,894.79
County-owned Signals R&M PO Request	+ $52,105.21
County-owned Signals Acquisition of Equipment & Materials	+ $10,000.00
County-owned Signals R&M Breakdown Total	$75,000.00

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase requisition will be submitted to the Office of Purchasing for processing.

Attachments

County Signals List - Paid to Date

Ingram Agreement

BCC action 09.22.16

16/17 County Signals Only

MAINT REC #	DATE REP	TIME REP	SIGNAL ID #	STATE/ COUNTY	INTERSECTION/LOCATION	COMPLAINT	ACTION TAKEN/NOTES	REPORTED BY	FAX REC	COST	COMPLETED
16433	10/05/16	0900	232	C	Palafox Hwy./Ensley St.	Overhead PM/reattach drip loops/check hardware, etc.	Performed overhead PM/secured all drip loops/checked hardware	Ken	10/07/16	162.50	10/05/16
16440	10/10/16	1000	281	C	Palafox Hwy./Hancock Ln.	Replace SB phase 2 thru loop (saw cut north of loop window)/replace bad ped module P4 (no Do Not Walk)/overhead PM/reattach messenger and drip loops/check hardware **Railroad construction/too much traffic/will attempt to cut loop on Monday October 17th per Russell**	Performed overhead PM/attached signal cable to messenger/replaced P4 ped module on NW corner	Ken	10/13/16	530.00	10/10/16
16440-A	10/17/16	0930	281	C	Palafox Hwy./Hancock Ln.	Cut SB phase 2 A loop	Cut SB phase 2 A loop		10/24/16	625.00	10/17/16
16449	10/12/16	1730	345	C	Creighton Rd./Hilburn Rd.	Stuck on red	No trouble found	SO	10/14/16	107.50	10/12/16
16456	10/15/16	1000	270	C	Saufley Field Rd./Muldoon Rd.	In flash	Reset and checked operation	SO	10/20/16	107.50	10/15/16
16457	10/17/16	0700	318	C	Longleaf Dr./Community Dr.	EB green out	Replaced EB RS green LED	School Bd. Transp.	10/20/16	173.50	10/17/16
16458	10/17/16	0800	390	C	Palafox Hwy./Kingsfield Rd.	Stuck on red	Problem with CSX gates/removed preempt/will reinstall when problem resolved	SO	10/20/16	87.50	10/17/16
16458-A	10/17/16	0800		C	Palafox Hwy./Kingsfield Rd.	Returned to reinstall relay and test reempt	Returned to reinstall relay and test reempt		10/20/16	87.50	10/17/16
16466	10/18/16	1600	202	C	W St./Massachusetts Ave.	WB not cycling to green	WB loop damaged by contractor/placed phases 3 and 8 in recall LOOP TO BE REPAIRED BY ENGINEERING/UNDER CONSTRUCTION PER KEN	SO	10/24/16	87.50	10/18/16
16483	10/24/16	1500	164	C	Massachusetts Ave./Hollywood Ave.	WB yellow out	Replaced WB LS yellow LED	Dutch		151.50	10/24/16
16487	10/25/16	1230	247	C	Escambia County Public Safety/ W St.	Remotes not changing signal	JP called Bo Tested three remotes/all activating signal properly	Tameka	11/01/16	87.50	10/25/16
16493	10/31/16	0815	192	C	Palafox Hwy./Texar Dr.	Relocate SE corner existing power service riser from old pole to new power pole (P-065387)/may need to add cable?/concrete sidewalk has been removed and replaced by Gulf Power	Transferred power service riser from old pole to new pole	Dean Hartmann		380.00	10/31/16
16503	11/08/16	0900	197	C	W St./Avery St.	Check SW corner P4 wiring	Ped button wiring out of splice on one leg/cut, stripped, and respliced SW corner P4 button	Ken	01/12/17	90.00	11/08/16
16515	11/11/16	0900	202	C	W St./Massachusetts Ave.	In flash	Replaced monitor #4306 with #218753	SO		490.00	11/11/16
16519	11/14/16	1600	202	C	W St./Massachusetts Ave.	Not cycling properly/traffic backing up	No trouble found	SO		90.00	11/14/16
16532	11/19/16	1500	377	C	Airport/I-110 SB Ramp	Left turns not cycling	No trouble found	SO		110.00	11/19/16
16538	11/23/16	2015	202	C	W St./Massachusetts Ave.	In flash	Reset and checked operation	SO		110.00	11/23/16
16541	11/29/16	1200	193	C	Pensacola Beach Blvd./Ft. Pickens Rd./Via DeLuna Dr.	4 illuminated street signs out	Rewired 5 street name sign lights from separate photocells to one photocell installed at cabinet/replaced one light socket and 6 lamps	Robert		670.24	11/28/16
16542	11/30/16	1430	390	C	Palafox Hwy./Kingsfield Rd.	In flash	Preempt stuck/unplugged preempt and notified CSX/will return to plug in preempt	SO		120.00	11/29/16
16551	12/01/16	1130	377	C	Airport/I-110 SB Ramp	SB green too short	No trouble found	SO		90.00	12/02/16
16554	12/05/16	1000	181	C	Old Corry Field Rd./Jackson St.	WB yellow out	Replaced WB LW yellow LED	David V.		155.00	12/05/16
16558	12/05/16	0700	274	C	W St./Marcus Pointe Blvd.	In flash	Reset and checked operation	FHP		110.00	12/05/16
16559	12/07/16	1330	183	C	Palafox Hwy./Airport Blvd.	NB LS yellow out	No trouble found	Ken		90.00	12/07/16
16564	12/09/16	Robert	NA	C	Palafox Hwy./10 Mile Rd.	WB LT too short/allows one car thru per cycle around 7:15 AM	Robert	Charlene Ferguson 469-3475		Robert	Robert
16574	12/13/16	1300	281	C	Palafox Hwy./Hancock Ln.	SB green out	Replaced SB LS green LED	Alan		155.00	12/13/16
16577	12/13/16	1230	391	C	Olive Rd./Cody Rd.	Cycling without demand	Replaced phase 7 detector	Citizen		240.00	12/13/16
16579	12/14/16	0700	379	C	10 Mile Rd./Ashton-Brosnaham Rd.	In flash	Reset and checked operation	FHP		110.00	12/14/16
16583	12/15/16	0800	357	C	Marcus Point Blvd./Enterprise Dr.	Overhead PM/reattach drip loops/check hardware, etc.	Performed overhead PM and reattached drip loops	Ken		180.00	12/16/16
16585	12/16/16	0700	390	C	Palafox Hwy./Kingsfield Rd.	Stuck on red	Railroad crossing malfunctioning per JP NO TROUBLE FOUND	SO		110.00	12/16/16
16587	12/17/16	1530	134	C	E St./Leonard St.	In flash	No trouble found	FHP		110.00	12/18/16

16/17 County Signals Only

MAINT REC #	DATE REP	TIME REP	SIGNAL ID #	STATE/ COUNTY	INTERSECTION/LOCATION	COMPLAINT	ACTION TAKEN/NOTES	REPORTED BY	FAX REC	COST	COMPLETED
16588	12/19/16	0800	134	C	E St./Leonard St.	In flash	No trouble found	SO	01/09/14	90.00	12/19/16
16590	12/19/16	1300	282	C	Chemstrand Rd./Kingsfield Rd.	NB signal cable hanging from span	Reattached 50 ft signal cable NB	Bo	01/09/17	90.00	12/19/16
16593	12/22/16	1100	318	C	Longleaf Dr./Community Dr.	Green out	Replaced WB RS green LED	SO	01/09/17	155.00	12/22/16
16595	12/23/16	1200	134	C	E St./Leonard St.	In flash one way/completely out other way	Shorted wire in riser/made temporary repairs/pulled wire from riser thru cabinet generator card access door	SO	01/09/17	2,175.00	12/23/16
16595-A	01/05/17	1630	134	C	E St./Leonard St.	Ran wiring from cabinet to 2 signals/rewired all disconnects and signals/removed old wiring	Ran wiring from cabinet to 2 signals/rewired all disconnects and signals/removed old wiring		01/18/17	1,402.05	01/05/17
16597	12/27/06	0700	282	C	Chemstrand Rd./Kingsfield Rd.	In flash	No trouble found	SO	01/09/17	90.00	12/27/16
16620	01/06/17	0900	193	C	Pensacola Beach Blvd./Ft. Pickens Rd./Via DeLuna Dr.	Reseal Ft. Pickens sign next to cabinet/sign face loose/clean Aldis camera lens	Cleaned camera lens/closed Ft. Pickens sign next to cabinet		01/12/17	135.00	01/10/17
16621	01/06/17	1000	229	C	Chemstrand Rd./10 Mile Rd.	Overhead PM/reattach drip loops/check hardware, etc.	Performed overhead PM/reattached drip loops/checked all hardware	Ken	01/12/17	90.00	01/09/17
16640	01/12/17	1500	318	C	Longleaf Dr./Community Dr.	Replace SB RS yellow LED	Replaced SB RS yellow LED	Ken	01/18/17	155.00	01/12/17
16641	01/12/17	1500	318	C	Longleaf Dr./Community Dr.	Replace SB phase 4 loop with type A 6 x 50 loop - to extend 5 ft. beyond stop bar (loop operational - wiring exposed)/location painted red	Cut 50 ft. A loop/could not locate loop in box to get into cabinet/returned to shop to get air compressor/located box and completed job	Ken	01/18/17	1,080.00	01/16/17
16642	01/13/17	1000	134	C	E St./Leonard St.	Reattach WB E Street sign not attached to messenger/needs bracket	Reattached and secured E St. sign to messenger	Ken	01/18/17	90.00	01/13/17
16648	01/17/17	1200	202	C	W St./Massachusetts Ave.	WB not cycling properly	No trouble found	SO	01/19/17	90.00	01/17/17
16660	01/20/16	Rob	206	C	Brent Fire Dept./W St.	Signal not working	Robert	Adam Harrison	Robert	Robert	Robert
16675	01/24/17	1100	377	C	Airport Blvd./I-110 SB Ramp VOID	Short cycling	VOID - See #16671	Citizen and SO	VOID	VOID	VOID
16688	01/31/17	0800	425, 426, 427	C	Via DeLuna Dr./Flounders South, Center, North	Disconnect power to Flounder's pedestrian warning beacons	Disconnected power to Flounders ped warning beacons	Alan	02/02/17	90.00	01/31/17
16689	01/30/17	1030	271	C	Jackson St./65th Ave.	65th taking longer than usual to get green	Phase 4 in fault/replaced phase 4 detector and checked operation	Citizen	01/31/17	390.00	01/30/17
16693	01/31/17	2400	274	C	W St./Marcus Pointe Blvd.	Crash/damaged wiring?	No damage to signal equipment	SO	02/02/17	110.00	02/01/17
16716	02/08/17	1430	467	C	Gulf Beach Hwy./Sunset Dr.	Raise signal	See 16706 Raised signal height to 16.5 ft.	Robert			
16717	02/13/17	1730	467	C	Gulf Beach Hwy./Sunset Dr.	Signal hit	WB center signal hit again (see 16706)/removed WB center 1S1W signal/unable to raise signals	SO	02/17/17	220.00	02/13/17
16718	02/14/17	1210	206	C	Brent Fire Dept./W St.	Signal not activating per Fire Dept./in fault flash per Ken	Powered down controller/restored power/tested switch to confirm operation/all okay	Adam Harrison	02/24/17	90.00	02/14/17
16737	02/21/17	1100	206	C	Brent Fire Dept./W St.	In fault flash	Reset and tested operation	Ken	02/28/17	90.00	02/21/17
16741	02/24/17	0800	202	C	W St./Massachusetts Ave.	EB LT yellow arrow out	Replaced EB yellow arrow out	Ken	02/28/17	155.00	02/24/17
16743	02/22/17	1130	136	C	Old Corry Field Rd./Chiefs' Way	Completely out	Power outage	SO	02/28/17	90.00	02/22/17
16753	02/27/17	0800	285	C	Airport Blvd./Hancock Ln.	WB green out	Replaced WB RS green LED		03/02/17	155.00	02/27/17
16754	02/28/17	1400	274	C	W St./Marcus Pointe Blvd.	Cabinet hit/knocked off base	Reset and secured cabinet to base	FHP	03/06/17	90.00	02/28/17
16765	03/06/17	1000	206	C	Brent Fire Dept./W St.	In fault flash? Red out exiting station?	Replaced EB RS red LED/rewired disconnect/tested operation/all okay	Adam Harrison 426-9980	03/09/17	155.00	03/06/17
								Total to Date		12,894.79	

Escambia County
Clerk's Original

9/22/2016 CAR II-10

AGREEMENT RELATING TO TRAFFIC SIGNAL CONSTRUCTION PD15-16.090

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

Verified By: K. McLeod
Date: 9-26-16

WITNESSETH:

WHEREAS, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal construction services throughout Escambia County (PD 15-16.090); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of traffic signal construction services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Construction, Specification No. P.D. 15-16.090, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or

exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McCord

BCC Approved: 09-23-2016

(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

ATTEST:

BY: _____
William D. Wilson, Vice President

By: _____
Corporate Secretary

Date: 9-15-2016

(SEAL)

Audrey Farago
Witness

Witness

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/6/16

TRAFFIC SIGNAL CONSTRUCTION (PD15-16.090)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.

c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices,* latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,
Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

e) *National Electric Code*, including latest edition.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.

b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.

EXHIBIT
tabbies
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2.3 REMOVED PARTS AND EQUIPMENT

a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.

b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.

c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.

b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.

b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.

d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.

e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.

f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.

g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

3.3 REPORTS

a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
e) Install pedestrian detector station (with or without signals): Complete within 30 days.
f) Install new loop assembly: Complete within ten (10) business days.

CHARGES FOR NON-PERFORMANCE (Per Occurrence)

Failure to comply with FDOT Maintenance of Traffic Standards $1000

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply unless otherwise specified in the work order.

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 varies 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 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, 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 TRAFFIC SIGNAL CONSTRUCTION.

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.

"Scope of Work" Summary:

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **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.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **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.

17. **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.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (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.

20. **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.)

21. **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.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered

primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SOLICITATION OFFER AND BID FORM
SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-0879719

TERMS OF PAYMENT: 30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.
ADDRESS: 4522 North Davis Hwy.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 433-8266
EMAIL: DWilson@gulf.net

REASON FOR NO OFFER:

BID BOND ATTACHED $

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.

William D. Wilson /Vice-President
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.*

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. (Company) hereby propose to provide at the following price:

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF	6.00	100	600.00
630-2-12	Conduit – Directional Bore	LF	11.00	500	5,500.00
630-2-14	Conduit - Aboveground	LF	7.00	300	2,100.00
630-2-16	Conduit - Bridge Mount	LF	15.00	400	6,000.00
630-2-20	Conduit – Jack & Bore Under R/R	LF	20.00	400	8,000.00
632-7-1	Cable, Signal - New or Reconstructed	PI	5,000.00	5	25,000.00
632-7-2	Cable, Signal - Repair/Replace	LF	5.00	500	2,500.00
632-7-4	Cable, Signal - Adjust	PI	400.00	2	800.00

EXHIBIT
tabbies
B

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI	1,000.00	5	5,000.00
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF	6.50	500	3,250.00
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF	4.00	500	2,000.00
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF	3.00	500	1,500.00
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF	3.00	500	1,500.00
633-2-31	Fiber Optic Connection–Splice	EA	45.00	5	225.00
633-2-32	Fiber Optic Connection–Termination	EA	45.00	5	225.00
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA	580.00	5	2,900.00
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA	150.00	5	750.00
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA	300.00	5	1,500.00
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA	155.00	5	775.00
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA	515.00	5	2,575.00
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA	600.00	5	3,000.00
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA	500.00	5	2,500.00
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA	300.00	5	1,500.00
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA	200.00	5	1,000.00
633-4-1	Cable Twisted Pair	LF	3.15	500	1,575.00
633-4-4	Cable Twisted Pair- Relocate	LF	5.00	500	2,500.00
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI	1,500.00	1	1,500.00
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI	1,500.00	1	1,500.00
634-4-153	Span Wire Assembly – Two Wire, Box	PI	3,500.00	1	3,500.00
634-4-154	Span Wire Assembly – Two Wire, Other	PI	1,500.00	1	1,500.00
634-5-1	Fiberglass Insulator	LF	10.00	50	500.00
635-2-11	Pull and Splice Box – 13" x 24"	EA	550.00	20	11,000.00
635-2-12	Pull and Splice Box – 24" x 36"	EA	1,500.00	1	1,500.00
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA	3,000.00	1	3,000.00
635-3-12	Junction Box-Mounted	EA	225.00	1	225.00
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-2-1	Electrical Service Wire	LF	2.00	500	1,000.00

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
639-3-11	Electrical Service Disconnect – Pole	EA	265.00	5	1,325.00
639-3-12	Electrical Service Disconnect – Cabinet	EA	265.00	5	1,325.00
639-3-60	Electrical Service Disconnect, Remove – Pole or Cabinet to Remain	EA	50.00	5	250.00
639-4-3	Emergency Generator – Portable – FDOT Furnished	EA	1,000.00	1	1,000.00
639-4-6	Emergency Generator -Portable-Monitor and Refuel	HR	10.00	40	400.00
641-1	Strain Poles Guying, Concrete	EA	300.00	1	300.00
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA	750.00	20	15,000.00
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA	750.00	5	3,750.00
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA	3,750.00	5	18,750.00
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA	5,632.00	5	28,160.00
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA	6,052.00	5	30,260.00
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA	6,900.00	5	34,500.00
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA	7,570.00	5	37,850.00
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA	7,900.00	5	39,500.00
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA	9,300.00	1	9,300.00
641-2-30	Pre-stressed Concrete Pole, Install	EA	3,500.00	1	3,500.00
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA	200.00	1	200.00
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA	2,000.00	1	2,000.00
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA	3,500.00	1	3,500.00
643-125	Strain Pole, Wood, 25'	EA	550.00	1	550.00
643-130	Strain Pole, Wood, 30'	EA	625.00	1	625.00
643-140	Strain Pole, Wood, 40'	EA	760.00	1	760.00
643-145	Strain Pole, Wood, 45'	EA	1,000.00	1	1,000.00
643-150	Strain Pole, Wood, 50'	EA	1,200.00	1	1,200.00
646-1-11	Aluminum Signal Pole, Pedestal	EA	800.00	1	800.00
646-1-12	Aluminum Signal Pole, Pedestrian Detector Post	EA	350.00	1	350.00
649-1-10	Steel Strain Pole, Pedestal	EA	800.00	20	16,000.00
649-1-11	Steel Strain Pole, Type PS-IV	EA	10,500.00	5	52,500.00
649-1-12	Steel Strain Pole, Type PS-V	EA	12,500.00	5	62,500.00
649-1-13	Steel Strain Pole, Type PS-VI	EA	14,300.00	5	71,500.00
649-1-14	Steel Strain Pole, Type PS-VII	EA	15,600.00	5	78,000.00 -
649-1-15	Steel Strain Pole, Type PS-VIII	EA	18,500.00	5	92,500.00 -
649-1-16	Steel Strain Pole, Type PS-IX	EA	20,500.00	5	102,500.00 -
649-31-101	Steel Mast Arm Assembly, (36')	EA	20,000.00	1	20,000.00 -
649-31-102	Steel Mast Arm Assembly, (46')	EA	22,000.00	1	22,000.00 -
649-31-103	Steel Mast Arm Assembly, (60')	EA	29,400.00	1	29,400.00
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	32,000.00	1	32,000.00
649-31-105	Steel Mast Arm Assembly, (78')	EA	32,200.00	1	32,200.00
649-31-106	Steel Mast Arm Assembly, (36'w/Luminaire)	EA	23,865.00	1	23,865.00
649-31-107	Steel Mast Arm Assembly, (46' w/Luminaire)	EA	27,270.00	1	27,270.00
649-31-108	Steel Mast Arm Assembly, (60' w/Luminaire)	EA	33,264.00	1	33,264.00
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA	35,800.00	1	35,800.00
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA	27,600.00	1	27,600.00
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA	30,000.00	1	30,000.00
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	37,000.00	1	37,000.00

FDOT BOE Pay Item No.	Furnish and Install Rates!	Unit	Unit Price	Est. Qty.	Extension
649-31-113	Steel Mast Arm Assembly, (30'-70.5')	EA	39,600.00	1	39,600.00
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA	35,500.00	1	35,500.00
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA	38,900.00	1	38,900.00
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA	40,700.00	1	40,700.00
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	41,500.00	1	41,500.00
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA	43,200.00	1	43,200.00
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	45,000.00	1	45,000.00
649-36-300	Mast Arm, Remove Shallow Foundation, Bolt on Attachment	EA	1,500.00	1	1,500.00
649-36-600	Mast Arm, Remove Deep/Complete Foundation, Bolt on Attachment	EA	3,500.00	1	3,500.00
650-1-11	Traffic Signal – 1 Section, 1 Way, Aluminum	AS	600.00	5	3,000.00
650-1-24	Traffic Signal – 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	750.00	30	22,500.00
650-1-26	Traffic Signal – 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	835.00	5	4,175.00
650-1-29	Traffic Signal – 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS	1,200.00	20	24,000.00
650-1-34	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS	750.00	10	7,500.00
650-1-36	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS	950.00	10	9,500.00
650-1-38	Traffic Signal – 5 Section, 1 Way, Polycarbonate (Straight)	AS	1,100.00	10	11,000.00
650-1-44	Traffic Signal – 3 Section, 1 Way, Programmable	AS	4,550.00	1	4,550.00
650-1-60	Traffic Signal, Remove	AS	60.00	10	600.00
653-1-11	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA	600.00	25	15,000.00
653-1-12	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA	1,200.00	15	18,000.00
653-1-40	Pedestrian Signal, Relocate	EA	325.00	15	4,875.00
653-1-60	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA	50.00	15	750.00
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS	30,000.00	10	300,000.00
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS	5,650.00	10	56,500.00
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS	5,775.00	10	57,750.00
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	150.00	10	1,500.00
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	150.00	10	1,500.00
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA	315.00	10	3,150.00
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA	315.00	10	3,150.00
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	650.00	5	3,250.00
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA	650.00	5	3,250.00

FDOT BOE Pay Item No.	Furnish and Install Ratest	Unit	Unit Price	Est. Qty.	Extension
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA	175.00	5	875.00
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA	215.00	5	1,075.00
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State; Rack Mounted	EA	300.00	5	1,500.00
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA	450.00	5	2,250.00
660-2-101	Loop Assembly – Type A - (6'x50')	AS	600.00	25	15,000.00
660-2-102	Loop Assembly – Type B - (6'x6')	AS	600.00	25	15,000.00
660-2-106	Loop Assembly – Type F- (6'x50')	AS	1,000.00	25	25,000.00
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA	17,000.00	1	17,000.00
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA	6,000.00	1	6,000.00
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1,000.000	1	1,000.00
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	200.00	1	200.00
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	450.00	1	450.00
665-1-11	Pedestrian Detector – Standard	EA	150.00	10	1,500.00
665-1-12	Pedestrian Detector – Accessible	EA	1,615.00	10	16,150.00
665-1-60	Pedestrian Detector – Remove Pole/Pedestal to Remain	EA	20.00	10	200.00
670-4-1	Intersection Control Beacon Complete	AS	1,500.00	1	1,500.00
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	21,700.00	5	108,500.00
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	22,200.00	1	22,200.00
670-5-151	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS	22,800.00	5	114,000.00
670-5-152	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS	22,800.00	1	22,800.00
670-5-400	Traffic Controller Assembly, Modify	AS	400.00	1	400.00
670-5-500	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS	2,500.00	1	2,500.00
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS	155.00	1	155.00
671-2-11	Traffic Controller Without Cabinet – In Existing Cabinet, NEMA	EA	4,750.00	10	47,500.00
671-2-30	Traffic Controller, Install	EA	675.00	5	3,375.00
671-2-40	Traffic Controller, Modify	EA	325.00	1	325.00
671-2-50	Traffic Controller, Relocate – Without Cabinet	EA	400.00	1	400.00
671-2-60	Traffic Controller, Remove – Cabinet to Remain	EA	100.00	5	500.00
676-2-300	ITS Cabinet, Install	EA	700.00	2	1,400.00
676-2-600	ITS Cabinet, Remove	EA	155.00	2	310.00
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure – Pressurized, IP, HD	EA	5,535.00	2	11,070.00
682-1-300	ITS CCTV Camera, Install	EA	300.00	2	600.00
682-1-400	ITS CCTV Camera, Relocate	EA	550.00	2	1,100.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	2,500.00	5	12,500.00
684-1-3	Managed Field Ethernet Switch, Install	EA	500.00	5	2,500.00

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA	3,500.00	5	17,500.00
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA	500.00	5	2,500.00
684-5-1	Media Converter	EA	3,750.00	5	18,750.00
684-5-3	Media Converter, Install	EA	800.00	5	4,000.00
684-6-11	Wireless Communication Device, Ethernet Access Point	EA	3,500.00	5	17,500.00
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA	4,000.00	5	20,000.00
684-6-13	Wireless Communication Device, Serial Data Unit	EA	1,800.00	5	9,000.00
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA	7,745.00	5	38,725.00
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA	11,000.00	5	55,000.00
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA	2,585.00	5	12,925.00
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA	3,020.00	5	15,100.00
700-11-161	Electronic Display Sign, Grd/Mt. AC/Powered w/S.F.B. & Flashing Beacons	AS	2,500.00	5	12,500.00
700-11-261	Electronic Display Sign, Grd/Mt. Solar/Powered w/S.F.B. & Flashing Beacons	AS	2,600.00	5	13,000.00
700-12-11	Sign Beacon, Ground Mount – AC Powered, One Beacon	AS	3,500.00	10	35,000.00
700-12-12	Sign Beacon, Ground Mount – AC Powered, Two Beacon	AS	3,800.00	10	38,000.00
700-12-21	Sign Beacon, Ground Mount – Solar Powered, One Beacon	AS	4,700.00	10	47,000.00
700-12-22	Sign Beacon, Ground Mount – Solar Powered, Two Beacon	AS	5,100.00	10	51,000.00
			TOTAL	$	2,907,789.00

NOTES

1. All Bid Rates are furnished and installed unless otherwise noted.

2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

   Pay Item – 630-2-11 – Open Trench
   What is the size of the conduits that is to be installed? 2"
   How many conduits to be installed? Varies

   Pay Item – 630-2-12 – Directional Bore
   What is the size of the conduits that is to be installed? 2"
   How many conduits to be installed? Varies

   Pay Item – 630-2-14 - Aboveground
   What is the size of the conduits that is to be installed? 2"
   How many conduits to be installed? Varies
   What type of conduit is to be installed? (PVC or Galvanized Rigid)? Galvanized Rigid

   Pay Item – 630-2-15 – Bridge Mount
   What is the size of the conduits that is to be installed? 2"
   How many conduits to be installed? Varies
   What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)?
   Galvanized Rigid

Pay Item – 630-2-15 – Jack & Bore Under R/R
What is the size of the conduits that is to be installed? Standard 6" Sleeve
How many conduits to be installed? 1

Pay Items – 633-1-111 through 633-1-124.

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

Pay Items – 635-2-11, 635-2-12, 635-2-13

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

Pay Item – 639-2-1

What size of service wire shall be assumed for this estimate? AWG #6

Pay Item – 639-4-3

What size of generator is the county requiring to be furnished? 7000 Watt +/-

Pay Items - 700-12-21 & 700-12-22

What size solar panel? Typical 21"x 33"
What size battery? Varies 55 amp hour and 105 amp hour
What size pole? 4.5 " OD and some 3"
Is the base a pedestal base or slip base? Both
Are all of the beacons YELLOW? Majority "Yellow" some "Red" stop beacons
Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

   632-7-1, Cable, Signal - New or Reconstructed
   632-7-6, Cable, Signal – Remove Intersection

   See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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.: (____)_____
EMAIL _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

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.**

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090**, 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:
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

Replacement Recommendation
CAR II-10
BCC: 09/22/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10932 **County Administrator's Report BCC**
Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/22/2016
Issue: Contract Award for Traffic Signal Construction
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Traffic Signal Construction – Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction for an initial term of 12 months with two options for 12-month renewals, for a total of 36 months for an estimated annual expenditure of $300,000.

[Funding: Fund 167/175 Bob Sikes/Transportation Trust Fund, Cost Center 140302/211201, Object Code 54601/54601]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 8, 2016. Bids were received from two contractors on Friday, August 29, 2016. Ingram Signalization, Inc. is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 167/175 Bob Sikes/Transportation Trust Fund, Cost Center 140302/211201, Object Code 54601/54601

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was 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 and Contracts.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 8, 2016. Bids were received from two contractors on Friday, August 29, 2016. Ingram Signalization, Inc. is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Agreement w/exhibits
Bid Tabulation
Award Determination Checklist

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10932 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/22/2016
Issue: Contract Award for Traffic Signal Construction
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Contract Award for Traffic Signal Construction - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction for an initial term of 12 months with two options for 12-month renewals, for a total of 36 months for an estimated annual expenditure of $300,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

BACKGROUND:
The legal advertisement for this Invitation to Bid was advertised in the Pensacola News Journal on Monday, August 8, 2016. Bids were received from two contractors on Friday, August 29, 2016. Ingram Signalization, Inc. is the low bidder.

BUDGETARY IMPACT:
Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601

LEGAL CONSIDERATIONS/SIGN-OFF:
The Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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Agreement w/Exhibits

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Traffic Signal Construction BID # PD 15-16.090								
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 08/26/2016 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
Ingram Signalization, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$2,907,789.00
World Fiber Technologies, LLC	Yes	Yes	No	Yes	Yes	Confirmed	Yes	Yes	$3,415,252.05
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator					DATE: 08/26/2016			
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate					DATE: 08/26/2016			
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: 08/26/2016			

CAR DATE 09/22/16 BOCC DATE 09/22/16

The Purchasing Chief/Designee recommends to the BCC: Award an Indefinite Quantity, Indefinite Delivery Term Contract between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD PD 15-16.090, Traffic Signal Construction.

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. CDT, 09/06/2016

PRN/abh

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: TRAFFIC SIGNAL CONSTRUCTION

Bid Number: **PD 15-16.090**

Opening Date/Time:

Purchasing Agent:

Client Department: **PUBLIC WORKS / TTO**

Dept. Director/Designee: **COLBY BROWN**

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund:

Cost Center:

Object Code:

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation _X_ **Yes** __ **No**
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: ROBERT PETERSON

(Signature) (Date) 9/2/16

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes _X_ No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: **COLBY BROWN**

(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:

(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

AGREEMENT RELATING TO
TRAFFIC SIGNAL CONSTRUCTION PD15-16.090

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal construction services throughout Escambia County (PD 15-16.090); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of traffic signal construction services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Construction, Specification No. P.D. 15-16.090, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or

exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

BCC Approved: _____

(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

ATTEST:

BY: _____
William D. Wilson, Vice President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/16/16

TRAFFIC SIGNAL CONSTRUCTION (PD15-16.090)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.

c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices,* latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,
Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

e) *National Electric Code*, including latest edition.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

PART 2 - PRODUCTS

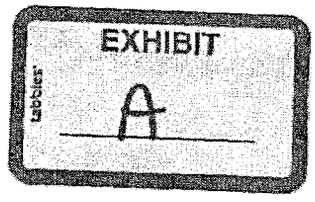
2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.

b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.



2.3 REMOVED PARTS AND EQUIPMENT

a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.

b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.

c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.

b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.

b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.

d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.

e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.

f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.

g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

3.3 REPORTS

a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
e) Install pedestrian detector station (with or without signals): Complete within 30 days.
f) Install new loop assembly: Complete within ten (10) business days.

CHARGES FOR NON-PERFORMANCE (Per Occurrence)

Failure to comply with FDOT Maintenance of Traffic Standards $1000

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply unless otherwise specified in the work order.

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 varies 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 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, 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 TRAFFIC SIGNAL CONSTRUCTION.

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.

"Scope of Work" Summary:

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: pnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):	
Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **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.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **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.

17. **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.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (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.

20. **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.)

21. **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.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered

primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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SOLICITATION OFFER AND BID FORM
SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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 tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-0879719

TERMS OF PAYMENT: 30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.
ADDRESS: 4522 North Davis Hwy.
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 433-9266
EMAIL: DWilson@gulf.net

REASON FOR NO OFFER:

BID BOND ATTACHED $

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. By 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.

William D. Wilson/Vice-President
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.*

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. (Company) hereby propose to provide at the following price:

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF	6.00	100	600.00
630-2-12	Conduit – Directional Bore	LF	11.00	500	5,500.00
630-2-14	Conduit - Aboveground	LF	7.00	300	2,100.00
630-2-16	Conduit - Bridge Mount	LF	15.00	400	6,000.00
630-2-20	Conduit – Jack & Bore Under R/R	LF	20.00	400	8,000.00
632-7-1	Cable, Signal - New or Reconstructed	PI	5,000.00	5	25,000.00
632-7-2	Cable, Signal - Repair/Replace	LF	5.00	500	2,500.00
632-7-4	Cable, Signal - Adjust	PI	400.00	2	800.00

Addendum #2

EXHIBIT
Tabbies
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FDOT BOE Pay Item No.	Furnish and Install Relocate	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI	1,000.00	5	5,000.00
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF	6.50	500	3,250.00
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF	3.25	500	1,625.00
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF	4.00	500	2,000.00
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF	3.00	500	1,500.00
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF	3.00	500	1,500.00
633-2-31	Fiber Optic Connection–Splice	EA	45.00	5	225.00
633-2-32	Fiber Optic Connection–Termination	EA	45.00	5	225.00
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA	580.00	5	2,900.00
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA	150.00	5	750.00
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA	300.00	5	1,500.00
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA	155.00	5	775.00
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA	515.00	5	2,575.00
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA	600.00	5	3,000.00
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA	500.00	5	2,500.00
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA	300.00	5	1,500.00
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA	200.00	5	1,000.00
633-4-1	Cable Twisted Pair	LF	3.15	500	1,575.00
633-4-4	Cable Twisted Pair- Relocate	LF	5.00	500	2,500.00
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI	1,500.00	1	1,500.00
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI	1,500.00	1	1,500.00
634-4-153	Span Wire Assembly – Two Wire, Box	PI	3,500.00	1	3,500.00
634-4-154	Span Wire Assembly – Two Wire, Other	PI	1,500.00	1	1,500.00
634-5-1	Fiberglass Insulator	LF	10.00	50	500.00
635-2-11	Pull and Splice Box – 13" x 24"	EA	550.00	20	11,000.00
635-2-12	Pull and Splice Box – 24" x 36"	EA	1,500.00	1	1,500.00
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA	3,000.00	1	3,000.00
635-3-12	Junction Box-Mounted	EA	225.00	1	225.00
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-2-1	Electrical Service Wire	LF	2.00	500	1,000.00

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FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
639-3-11	Electrical Service Disconnect – Pole	EA	265.00	5	1,325.00
639-3-12	Electrical Service Disconnect – Cabinet	EA	265.00	5	1,325.00
639-3-60	Electrical Service Disconnect, Remove – Pole or Cabinet to Remain	EA	60.00	5	300.00
639-4-3	Emergency Generator –Portable – FDOT Furnished	EA	1,000.00	1	1,000.00
639-4-6	Emergency Generator -Portable-Monitor and Refuel	HR	10.00	40	400.00
641-1	Strain Poles Guying, Concrete	EA	300.00	1	300.00
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA	750.00	20	15,000.00
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA	750.00	5	3,750.00
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA	3,750.00	5	18,750.00
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA	5,632.00	5	28,160.00
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA	6,052.00	5	30,260.00
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA	6,900.00	5	34,500.00
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA	7,570.00	5	37,850.00
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA	7,900.00	5	39,500.00
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA	9,300.00	1	9,300.00
641-2-30	Pre-stressed Concrete Pole, Install	EA	3,500.00	1	3,500.00
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA	200.00	1	200.00
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA	2,000.00	1	2,000.00
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA	3,500.00	1	3,500.00
649-125	Strain Pole, Wood, 25'	EA	550.00	1	550.00
649-130	Strain Pole, Wood, 30'	EA	625.00	1	625.00
649-140	Strain Pole, Wood, 40'	EA	750.00	1	750.00
649-145	Strain Pole, Wood, 45'	EA	1,000.00	1	1,000.00
649-150	Strain Pole, Wood, 50'	EA	1,200.00	1	1,200.00
649-1-11	Aluminum Signal Pole, Pedestal	EA	600.00	1	600.00
649-1-12	Aluminum Signal Pole, Pedestalen Detector Post	EA	350.00	1	350.00
649-1-10	Steel Strain Pole, Pedestal	EA	600.00	20	16,000.00
649-1-11	Steel Strain Pole, Type PS-IV	EA	10,500.00	5	52,500.00
649-1-12	Steel Strain Pole, Type PS-V	EA	12,500.00	5	62,500.00
649-1-13	Steel Strain Pole, Type PS-VI	EA	14,300.00	5	71,500.00
649-1-14	Steel Strain Pole, Type PS-VII	EA	15,000.00	5	75,000.00 -
649-1-15	Steel Strain Pole, Type PS-VIII	EA	18,500.00	5	92,500.00 -
649-1-16	Steel Strain Pole, Type PS-IX	EA	20,500.00	5	102,500.00 -
649-31-101	Steel Mast Arm Assembly, (35')	EA	20,000.00	1	20,000.00 -
649-31-102	Steel Mast Arm Assembly, (40')	EA	22,000.00	1	22,000.00 -
649-31-103	Steel Mast Arm Assembly, (50')	EA	28,400.00	1	28,400.00
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	32,000.00	1	32,000.00
649-31-105	Steel Mast Arm Assembly, (75')	EA	32,200.00	1	32,200.00
649-31-106	Steel Mast Arm Assembly, (35'w/Luminaire)	EA	23,685.00	1	23,685.00
649-31-107	Steel Mast Arm Assembly, (40' w/Luminaire)	EA	27,270.00	1	27,270.00
649-31-108	Steel Mast Arm Assembly, (50' w/Luminaire)	EA	33,284.00	1	33,284.00
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA	35,600.00	1	35,600.00
649-31-110	Steel Mast Arm Assembly, (35'-38')	EA	27,600.00	1	27,600.00
649-31-111	Steel Mast Arm Assembly, (38'-45')	EA	30,000.00	1	30,000.00
649-31-112	Steel Mast Arm Assembly, (35'-60')	EA	37,000.00	1	37,000.00

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

FDOT BOE Pay Item No.	Furnish and Install Retest	Unit	Unit Price	Est. Qty.	Extension
649-31-113	Steel Mast Arm Assembly, (35'-70.5')	EA	39,600.00	1	39,600.00
649-31-114	Steel Mast Arm Assembly, (45'-45')	EA	35,500.00	1	35,500.00
649-31-115	Steel Mast Arm Assembly, (45'-60')	EA	38,900.00	1	38,900.00
649-31-116	Steel Mast Arm Assembly, (45'-70.5')	EA	40,700.00	1	40,700.00
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	41,500.00	1	41,500.00
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA	43,200.00	1	43,200.00
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	45,000.00	1	45,000.00
649-38-300	Mast Arm, Remove Shallow Foundation, Salt on Attachment	EA	1,500.00	1	1,500.00
649-38-600	Mast Arm, Remove Deep/Complete Foundation, Salt on Attachment	EA	3,500.00	1	3,500.00
650-1-11	Traffic Signal – 1 Section, 1 Way, Aluminum	AS	600.00	5	3,000.00
650-1-24	Traffic Signal – 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	750.00	30	22,500.00
650-1-29	Traffic Signal – 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	835.00	5	4,175.00
650-1-28	Traffic Signal – 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS	1,200.00	20	24,000.00
650-1-34	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS	750.00	10	7,500.00
650-1-35	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS	950.00	10	9,500.00
650-1-38	Traffic Signal – 5 Section, 1 Way, Polycarbonate (Straight)	AS	1,100.00	10	11,000.00
650-1-44	Traffic Signal – 3 Section, 1 Way, Programmable	AS	4,550.00	1	4,550.00
650-1-80	Traffic Signal, Remove	AS	50.00	10	500.00
653-1-11	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA	600.00	25	15,000.00
653-1-12	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA	1,200.00	15	18,000.00
653-1-40	Pedestrian Signal, Relocate	EA	325.00	15	4,875.00
653-1-80	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA	50.00	15	750.00
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS	30,000.00	10	300,000.00
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS	5,950.00	10	59,500.00
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS	5,775.00	10	57,750.00
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	150.00	10	1,500.00
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	150.00	10	1,500.00
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA	200.00	10	2,000.00
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA	315.00	10	3,150.00
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA	315.00	10	3,150.00
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	650.00	5	3,250.00
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA	650.00	5	3,250.00

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FDOT BOE Pay Item No.	Furnish and Install Ratest	Unit	Unit Price	Est. Qty.	Extension
660-1-109	Loop Detector -- Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA	175.00	5	875.00
660-1-110	Loop Detector -- Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA	215.00	5	1,075.00
660-1-111	Loop Detector -- Inductive, Type 11, 4 Channel, Solid State; Rack Mounted	EA	300.00	5	1,500.00
660-1-112	Loop Detector -- Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA	450.00	5	2,250.00
660-2-101	Loop Assembly -- Type A - (6'x50')	AS	600.00	25	15,000.00
660-2-102	Loop Assembly -- Type B - (6'x6')	AS	600.00	25	15,000.00
660-2-106	Loop Assembly -- Type F- (6'x50')	AS	1,000.00	25	25,000.00
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA	17,000.00	1	17,000.00
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA	6,000.00	1	6,000.00
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1,000.000	1	1,000.00
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	200.00	1	200.00
660-4-81	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	450.00	1	450.00
665-1-11	Pedestrian Detector -- Standard	EA	150.00	10	1,500.00
665-1-12	Pedestrian Detector -- Accessible	EA	1,015.00	10	10,150.00
665-1-60	Pedestrian Detector -- Remove Pole/Pedestal to Remain	EA	20.00	10	200.00
670-4-1	Intersection Control Beacon Complete	AS	1,500.00	1	1,500.00
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	21,700.00	5	108,500.00
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	22,200.00	1	22,200.00
670-5-161	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS	22,800.00	5	114,000.00
670-5-162	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS	22,800.00	1	22,800.00
670-5-400	Traffic Controller Assembly, Modify	AS	400.00	1	400.00
670-5-600	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS	2,600.00	1	2,600.00
670-5-660	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS	155.00	1	155.00
671-2-11	Traffic Controller Without Cabinet -- In Existing Cabinet, NEMA	EA	4,750.00	10	47,500.00
671-2-30	Traffic Controller, Install	EA	675.00	5	3,375.00
671-2-40	Traffic Controller, Modify	EA	325.00	1	325.00
671-2-60	Traffic Controller, Relocate -- Without Cabinet	EA	400.00	1	400.00
671-2-80	Traffic Controller, Remove -- Cabinet to Remain	EA	100.00	5	500.00
676-2-300	ITS Cabinet, Install	EA	700.00	2	1,400.00
676-2-600	ITS Cabinet, Remove	EA	155.00	2	310.00
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure -- Pressurized, IP, HD	EA	5,535.00	2	11,070.00
682-1-300	ITS CCTV Camera, Install	EA	300.00	2	600.00
682-1-400	ITS CCTV Camera, Relocate	EA	550.00	2	1,100.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	2,500.00	5	12,500.00
684-1-3	Managed Field Ethernet Switch, Install	EA	500.00	5	2,500.00

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FDOT BOE Pay Item No.	Furnish and Install Rates	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA	3,500.00	5	17,500.00
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA	500.00	5	2,500.00
684-5-1	Media Converter	EA	3,750.00	5	18,750.00
684-5-3	Media Converter, Install	EA	800.00	5	4,000.00
684-6-11	Wireless Communication Device, Ethernet Access Point	EA	3,500.00	5	17,500.00
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA	4,000.00	5	20,000.00
684-6-13	Wireless Communication Device, Serial Data Unit	EA	1,800.00	5	9,000.00
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA	7,745.00	5	38,725.00
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA	11,000.00	5	55,000.00
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA	2,585.00	5	12,925.00
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA	3,020.00	5	15,100.00
700-11-161	Electronic Display Sign, Grd/Mt. AC/Powered w/S.F.B. & Flashing Beacons	AS	2,500.00	5	12,500.00
700-11-261	Electronic Display Sign, Grd/Mt. Solar/Powered w/S.F.B. & Flashing Beacons	AS	2,600.00	5	13,000.00
700-12-11	Sign Beacon, Ground Mount – AC Powered, One Beacon	AS	3,500.00	10	35,000.00
700-12-12	Sign Beacon, Ground Mount – AC Powered, Two Beacon	AS	3,800.00	10	38,000.00
700-12-21	Sign Beacon, Ground Mount – Solar Powered, One Beacon	AS	4,700.00	10	47,000.00
700-12-22	Sign Beacon, Ground Mount – Solar Powered, Two Beacon	AS	5,100.00	10	51,000.00
			TOTAL	$	2,907,789.00

NOTES

1. All Bid Rates are furnished and installed unless otherwise noted.

2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

   Pay Item – 630-2-11 – Open Trench
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-12 – Directional Bore
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-14 - Aboveground
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC or Galvanized Rigid)? **Galvanized Rigid**

   Pay Item – 630-2-15 – Bridge Mount
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)?
   Galvanized Rigid

Pay Item – 630-2-15 – Jack & Bore Under R/R
What is the size of the conduits that is to be installed? Standard 6" Sleeve
How many conduits to be installed? 1

Pay Items – 633-1-111 through 633-1-124.

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

Pay Items – 635-2-11, 635-2-12, 635-2-13

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

Pay Item – 639-2-1

What size of service wire shall be assumed for this estimate? AWG #6

Pay Item – 639-4-3

What size of generator is the county requiring to be furnished? 7000 Watt +/-

Pay Items - 700-12-21 & 700-12-22

What size solar panel? Typical 21"x 33"
What size battery? Varies 55 amp hour and 105 amp hour
What size pole? 4.5 " OD and some 3"
Is the base a pedestal base or slip base? Both
Are all of the beacons YELLOW? Majority "Yellow" some "Red" stop beacons
Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

   632-7-1, Cable, Signal - New or Reconstructed
   632-7-6, Cable, Signal – Remove Intersection

   See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: Ingram Signalization, Inc.

PRN

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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.: (____)_____
EMAIL _____

REASON FOR NO OFFER:

BID BOND ATTACHED $_____

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.

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090**, 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:
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

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CAR II-10

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

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ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

TRAFFIC SIGNAL CONSTRUCTION

SPECIFICATION NUMBER PD 15-16.090
BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, FRIDAY, AUGUST 26, 2016
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May

From:
Claudia Simmons
Purchasing Manager

Assistance:
Paul R. Nobles CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) ***Preference in purchase of commodities and services by means of competitive bid.*** Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

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

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

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

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

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

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

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

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

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

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

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.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TRAFFIC SIGNAL CONSTRUCTION
SPECIFICATION PD 15-16.090

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 BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, TRAFFIC SIGNAL CONSTRUCTION, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS, IF REQUIRED

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

TRAFFIC SIGNAL CONSTRUCTION
PD 15-16.090

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: **N/A**
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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.: (____)_____
EMAIL _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

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.***

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090,** 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:
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		500	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI		500	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
639-3-11	Electrical Service Disconnect – Pole	EA		5	
639-3-12	Electrical Service Disconnect – Cabinet	EA		5	
639-3-60	Electrical Service Disconnect, Remove – Pole or Cabinet to Remain	EA		5	
639-4-3	Emergency Generator –Portable – FDOT Furnished	EA		1	
639-4-5	Emergency Generator -Portable-Monitor and Refuel	HR		40	
641-1	Strain Poles Guying, Concrete	EA		1	
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA		20	
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA		5	
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA		5	
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA		5	
641-2-15	Pre-stressed Concrete Pole, Type P-V	EA		5	
641-2-16	Pre-stressed Concrete Pole, Type P-VI	EA		5	
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA		5	
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA		5	
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA		1	
641-2-30	Pre-stressed Concrete Pole, Install	EA		1	
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA		1	
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA		1	
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA		1	
643-125	Strain Pole, Wood, 25'	EA		1	
643-130	Strain Pole, Wood, 30'	EA		1	
643-140	Strain Pole, Wood, 40'	EA		1	
643-145	Strain Pole, Wood, 45'	EA		1	
643-150	Strain Pole, Wood, 50'	EA		1	
646-1-11	Aluminum Signal Pole, Pedestal	EA		1	
646-1-12	Aluminum Signal Pole, Pedestrian Detector Post	EA		1	
649-1-10	Steel Strain Pole, Pedestal	EA		20	
649-1-11	Steel Strain Pole, Type PS-IV	EA		5	
649-1-12	Steel Strain Pole, Type PS-V	EA		5	
649-1-13	Steel Strain Pole, Type PS-VI	EA		5	
649-1-14	Steel Strain Pole, Type PS-VII	EA		5	-
649-1-15	Steel Strain Pole, Type PS-VIII	EA		5	-
649-1-16	Steel Strain Pole, Type PS-IX	EA		5	-
649-31-101	Steel Mast Arm Assembly, (36')	EA		1	-
649-31-102	Steel Mast Arm Assembly, (46')	EA		1	-
649-31-103	Steel Mast Arm Assembly, (60')	EA		1	
649-31-104	Steel Mast Arm Assembly, (70.5')	EA		1	
649-31-105	Steel Mast Arm Assembly, (78')	EA		1	
649-31-106	Steel Mast Arm Assembly, (36'w/Luminaire)	EA		1	
649-31-107	Steel Mast Arm Assembly, (46' w/Luminaire)	EA		1	
649-31-108	Steel Mast Arm Assembly, (60' w/Luminaire)	EA		1	
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA		1	
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA		1	
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA		1	
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA		1	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
649-31-113	Steel Mast Arm Assembly, (36'-70.5')	EA		1	
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA		1	
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA		1	
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA		1	
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA		1	
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA		1	
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA		1	
649-36-300	Mast Arm, Remove Shallow Foundation, Bolt on Attachment	EA		1	
649-36-500	Mast Arm, Remove Deep/Complete Foundation, Bolt on Attachment	EA		1	
650-1-11	Traffic Signal – 1 Section, 1 Way, Aluminum	AS		5	
650-1-24	Traffic Signal – 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS		30	
650-1-26	Traffic Signal – 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS		5	
650-1-29	Traffic Signal – 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS		20	
650-1-34	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS		10	
650-1-36	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS		10	
650-1-38	Traffic Signal – 5 Section, 1 Way, Polycarbonate (Straight)	AS		10	
650-1-44	Traffic Signal – 3 Section, 1 Way, Programmable	AS		1	
650-1-60	Traffic Signal, Remove	AS		10	
653-1-11	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA		25	
653-1-12	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA		15	
653-1-40	Pedestrian Signal, Relocate	EA		15	
653-1-60	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA		15	
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS		10	
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS		10	
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS		10	
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA		10	
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Delay	EA		10	
660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA		10	-
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Delay	EA		10	-
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA		10	-
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Delay	EA		10	-
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA		5	-
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Delay	EA		5	-

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA		5	-
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA		5	
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA		5	
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA		5	-
660-2-101	Loop Assembly – Type A - (6'x50')	AS		25	
660-2-102	Loop Assembly – Type B - (6'x6')	AS		25	
660-2-106	Loop Assembly – Type F- (6'x50')	AS		25	
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA		1	
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA		1	
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA		1	
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA		1	
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA		1	
665-1-11	Pedestrian Detector – Standard	EA		10	
665-1-12	Pedestrian Detector – Accessible	EA		10	
665-1-60	Pedestrian Detector – Remove Pole/Pedestal to Remain	EA		10	
670-4-1	Intersection Control Beacon Complete	AS		1	
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS		5	
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS		1	
670-5-151	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS		5	
670-5-152	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS		1	
670-5-400	Traffic Controller Assembly, Modify	AS		1	
670-5-500	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS		1	
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS		1	
671-2-11	Traffic Controller Without Cabinet – In Existing Cabinet, NEMA	EA		10	
671-2-30	Traffic Controller, Install	EA		5	
671-2-40	Traffic Controller, Modify	EA		1	
671-2-50	Traffic Controller, Relocate – Without Cabinet	EA		1	
671-2-60	Traffic Controller, Remove – Cabinet to Remain	EA		5	
676-2-300	ITS Cabinet, Install	EA		2	
676-2-600	ITS Cabinet, Remove	EA		2	
682-1-113	ITS CCTV Camera, Dome PTZ Enclosure – Pressurized, IP, HD	EA		2	
682-1-300	ITS CCTV Camera, Install	EA		2	
682-1-400	ITS CCTV Camera, Relocate	EA		2	
684-1-1	Managed Field Ethernet Switch, F&I	EA		5	
684-1-3	Managed Field Ethernet Switch, Install	EA		5	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA		5	
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA		5	
684-5-1	Media Converter	EA		5	
684-5-3	Media Converter, Install	EA		5	
684-6-11	Wireless Communication Device, Ethernet Access Point	EA		5	
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA		5	
684-6-13	Wireless Communication Device, Serial Data Unit	EA		5	
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA		5	
685-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA		5	
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA		5	
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA		5	
700-11-161	Electronic Display Sign, Grd/Mt. AC/Powered w/S.F.B. & Flashing Beacons	AS		5	
700-11-261	Electronic Display Sign, Grd/Mt. Solar/Powered w/S.F.B. & Flashing Beacons	AS		5	
700-12-11	Sign Beacon, Ground Mount – AC Powered, One Beacon	AS		10	
700-12-12	Sign Beacon, Ground Mount – AC Powered, Two Beacon	AS		10	
700-12-21	Sign Beacon, Ground Mount – Solar Powered, One Beacon	AS		10	
700-12-22	Sign Beacon, Ground Mount – Solar Powered, Two Beacon	AS		10	
			TOTAL	**$**	

NOTES

1. All Bid Rates are furnished and installed unless otherwise noted.

2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

4. The CONTRACTOR'S accepted allowable markup for acquiring any parts, materials and equipment not specifically listed in this bid form shall be 10% of the purchased price.

5. The COUNTY reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the CONTRACTOR for the labor and necessary equipment to install.

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

\

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date:_____

Person to contact concerning this bid:
_____

Phone _____

Email _____

Person to contact for emergency service:
_____

Phone _____

Email _____

County Permits/Fees required for this project:

Permit	Cost
None Known	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1,000.00**.

CHARGES FOR NON-PERFORMANCE

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

MAINTENANCE OF STREET AND NAVIGATION LIGHTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), *Design Standards for Design,*
Construction, Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.

c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices,* latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,
Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

e) *National Electric Code*, including latest edition.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.

b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.

2.3 REMOVED PARTS AND EQUIPMENT

a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.
b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.
c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.
d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.
e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.
f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.

g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

3.3 REPORTS

a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
e) Install pedestrian detector station (with or without signals): Complete within 30 days.
f) Install new loop assembly: Complete within ten (10) business days.

CHARGES FOR NON-PERFORMANCE (Per Occurrence)
Failure to comply with FDOT Maintenance of Traffic Standards $1000

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction,* latest edition, shall apply unless otherwise specified in the work order.

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 varies 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 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, 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 TRAFFIC SIGNAL CONSTRUCTION.

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.

"Scope of Work" Summary:

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **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.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **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.

17. **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.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (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.

20. **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.)

21. **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.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other

indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 23, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

   Pay Item – 630-2-11 – Open Trench
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-12 – Directional Bore
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**

   Pay Item – 630-2-14 - Aboveground
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC or Galvanized Rigid)? **Galvanized Rigid**

   Pay Item – 630-2-15 – Bridge Mount
   What is the size of the conduits that is to be installed? **2"**
   How many conduits to be installed? **Varies**
   What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)?
   Galvanized Rigid

Pay Item – 630-2-15 – Jack & Bore Under R/R
What is the size of the conduits that is to be installed? Standard 6" Sleeve
How many conduits to be installed? 1

Pay Items – 633-1-111 through 633-1-124.

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

Pay Items – 635-2-11, 635-2-12, 635-2-13

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

Pay Item – 639-2-1

What size of service wire shall be assumed for this estimate? AWG #6

Pay Item – 639-4-3

What size of generator is the county requiring to be furnished? 7000 Watt +/-

Pay Items - 700-12-21 & 700-12-22

What size solar panel? Typical 21"x 33"
What size battery? Varies 55 amp hour and 105 amp hour
What size pole? 4.5 " OD and some 3"
Is the base a pedestal base or slip base? Both
Are all of the beacons YELLOW? Majority "Yellow" some "Red" stop beacons
Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/business/solicitations

CLAUDIA SIMMONS
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Traffic Signal Construction
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

   632-7-1, Cable, Signal - New or Reconstructed
   632-7-6, Cable, Signal – Remove Intersection

   See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Paul Nobles, CPPO, CPPB, FCCM, FCN
Senior Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN

SOLICITATION OFFER AND BID FORM

SUBMIT OFFERS TO:

Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

TRAFFIC SIGNAL CONSTRUCTION

SOLICITATION NUMBER: PD 15-16.090

SOLICITATION

MAILING DATE: Monday, August 8, 2016
PRE-BID CONFERENCE: **N/A**
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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.: (____) _____
EMAIL _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

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.**

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090,** 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:
Company

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
630-2-11	Conduit – Open Trench	LF		100	
630-2-12	Conduit – Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit – Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13-48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49-96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97-144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-52. Approval of Various Consent Agenda Items – Continued



10. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction, for an initial term of 12 months, with two options for 12-month renewals, for a total of 36 months, for an estimated annual expenditure of $300,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).



11. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.089, Street and Navigation Lighting Maintenance and Repair, for an initial term of 12 months, with two options for renewal for 12 months, for a total of 36 months, for an estimated annual amount of $150,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).



12. Approving, and authorizing the Chairman to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.088, Traffic Signal Response Maintenance, for an initial term of 12 months, and the option for two 12-month extensions, for a period of 36 months, for an estimated annual amount of $300,000 (Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601).



13. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 15-16.078, Crary Road Dirt Road Paving, for a lump sum of $1,313,391.55 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Code 08EN0068).



14. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., per the terms and conditions of PD 15-16.073, Jackson Lake Maintenance Yard/Hurd Road, for a lump sum of $470,940 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Object Code 54612/56301, Project Code ESDMP01).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11700 **County Administrator's Report 16. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Acceptance of Two Drainage Easements for the Beulah Road Drainage Improvement Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Two Drainage Easements for the Beulah Road Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of two drainage easements for the Beulah Road Drainage Improvement Project:

A. Accept the donation of the following two drainage easements located in the Beulah area for the Beulah Road Drainage Improvement Project:

Property Owner	Parcel Reference Number	Area
Paul H. & Sarah E. Morgan	08-1S-31-3203-000-000	0.46 acre
Paul V. & Bonnie K. Schaefer	08-1S-31-3203-000-001	0.11 acre

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

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

D. Authorize the Chair or Vice Chair to accept the Easements as of the day of delivery of the Easements, and for the Chair or Vice Chair to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

During heavy rain events, stormwater runs off Beulah Road and drains from the surrounding neighborhood to a headwall on the east side of the road, flows into an existing ditch alongside a private pond, and drains to an existing holding pond on the northeast side of the property. Over time, the capacity of flow has overwhelmed the ditch and has caused erosion problems, which in turn has caused flooding to Mr. and Mrs. Morgan's property located at 8510 Beulah Road. In order to resolve the flooding on the property and reduce future erosion to the drainage ditch, it is proposed to improve the ditch with a tied concrete block system to insure proper flow and discharge to the existing rear holding pond. The 40' wide Drainage Easements will allow for the improvements to better convey the stormwater and help to prevent further erosion. In order to properly maintain the area, a 654' gravel road will be installed from Beulah Road down the entire length of the easement. A gate will be installed off Beulah Road and at the northeast limits of the easement to permit access. Once Easements are accepted, construction is projected for April - July, 2017.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recordings of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements have been signed approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement - Morgan
Aerial Map - Morgan
Drainage Easement - Schaefer

Aerial Map - Schaefer

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Beulah Road Drainage Project
A Portion of parcel 08-1S-31-3203-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 13 day of January, 20 17, by and between Paul H. Morgan and Sarah E. Morgan, husband and wife, whose mailing address is 8510 Beulah Road, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 08, Township 1S, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness _____
Print Name Jason Lauderdale

Witness _____
Print Name Bernie W Manning

By: _____
Paul H. Morgan

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13 day of January, 20 17 by Paul H. Morgan. He (✓) is personally known to me, or (_) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness _____
Print Name Jason Loudon

Witness _____
Print Name Bernie W Manning

By: _____
Sarah E. Morgan

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13 day of January, 2017, by Sarah E. Morgan. She (✓) is personally known to me, or ( ) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 21, 2017

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
40 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
December 05, 2016

A 40 foot, 20 feet on each side, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 8, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of the parcels of land described and recorded in O.R. Book 7029, Page 465 (Parcel "A"), and O.R. Book 7029, Page 429 (Parcels "B" and "C") in the public records of Escambia County, Florida. The centerline of said easement being described as follows:

Commence at the W1/4 corner of said Section 8; thence S03°17'09"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the west line of said Section 8 for a distance of 1325.50 feet; thence S86°42'51"E for a distance of 24.11 feet to the Point of Beginning of the easement described hereon; thence N53°03'15"E for a distance of 39.31 feet; thence N11°34'09"E for a distance of 116.42 feet; thence N38°20'43"E for a distance of 33.53 feet; thence N45°49'56"E for a distance of 44.22 feet; thence N75°56'39"E for a distance of 41.77 feet; thence N84°31'47"E for a distance of 115.86 feet; thence N77°24'40"E for a distance of 99.35 feet; thence S88°10'31"E for a distance of 11.86 feet to the east line of said parcel of land described and recorded in O.R. Book 7029, Page 465 (Parcel "A") in the public records of Escambia County, Florida, and the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.46 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

Surveyor's Notes:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 201 (NAD83 2011)).
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
9) No attempt was made to locate written or unwritten easements or right of ways.
10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this survey: Deeds for the parcels of land described and recorded in O.R. Book 7029, Page 465 (Parcel "A"), O.R. Book 7029, Page 429 (Parcels "B" and "C"), and O.R. Book 7092, Page 308 in the public records of Escambia County, Florida; Escambia County Property Appraiser Maps; Florida Department of Natural Resources Certified Corner Record documents; General Land Office (GLO) Plat for Township 1 South, Range 31 West, Tallahassee Meridian; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

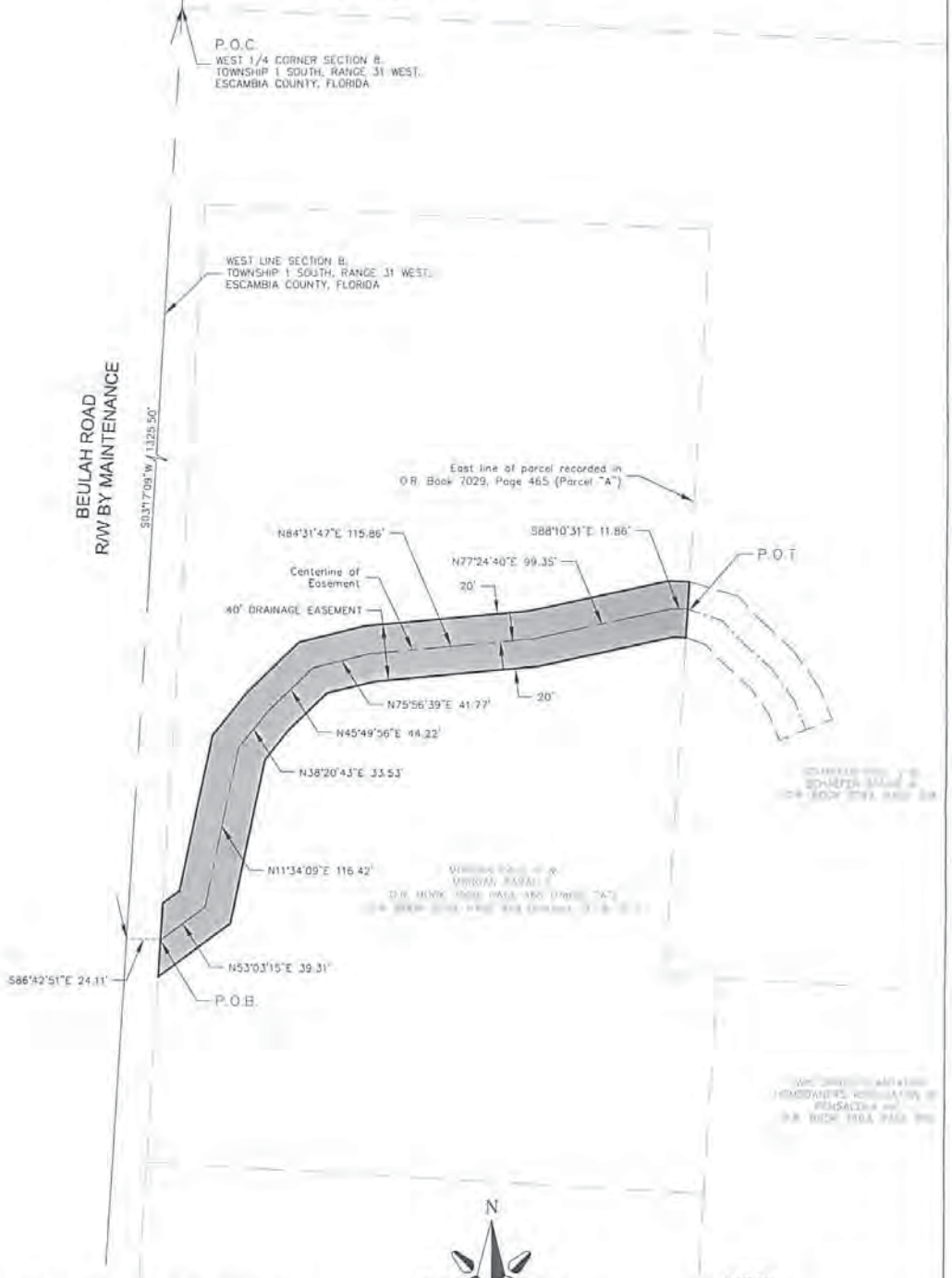
Drawn By: MK	Project No.: 20160116	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-5079	
Drawing Date: 12/6/2016	Field Book: Page:	
Section, Township, Range: 8, T-1-S, R-31-W		
Type of Survey: Description and Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

Date: 12/8/16

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"





Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

2) The survey description and sketch or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

3) The description and sketch are not full and complete without the other.

4) The official record of this description and sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.



GRAPHIC SCALE: 1" = 100

LEGEND:

O.R. BOOK - OFFICIAL RECORD BOOK
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.T.- POINT OF TERMINUS
- EASEMENT LINE
- PROPERTY LINE
- SECTION LINE
- NOT TO SCALE
- SUBJECT EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

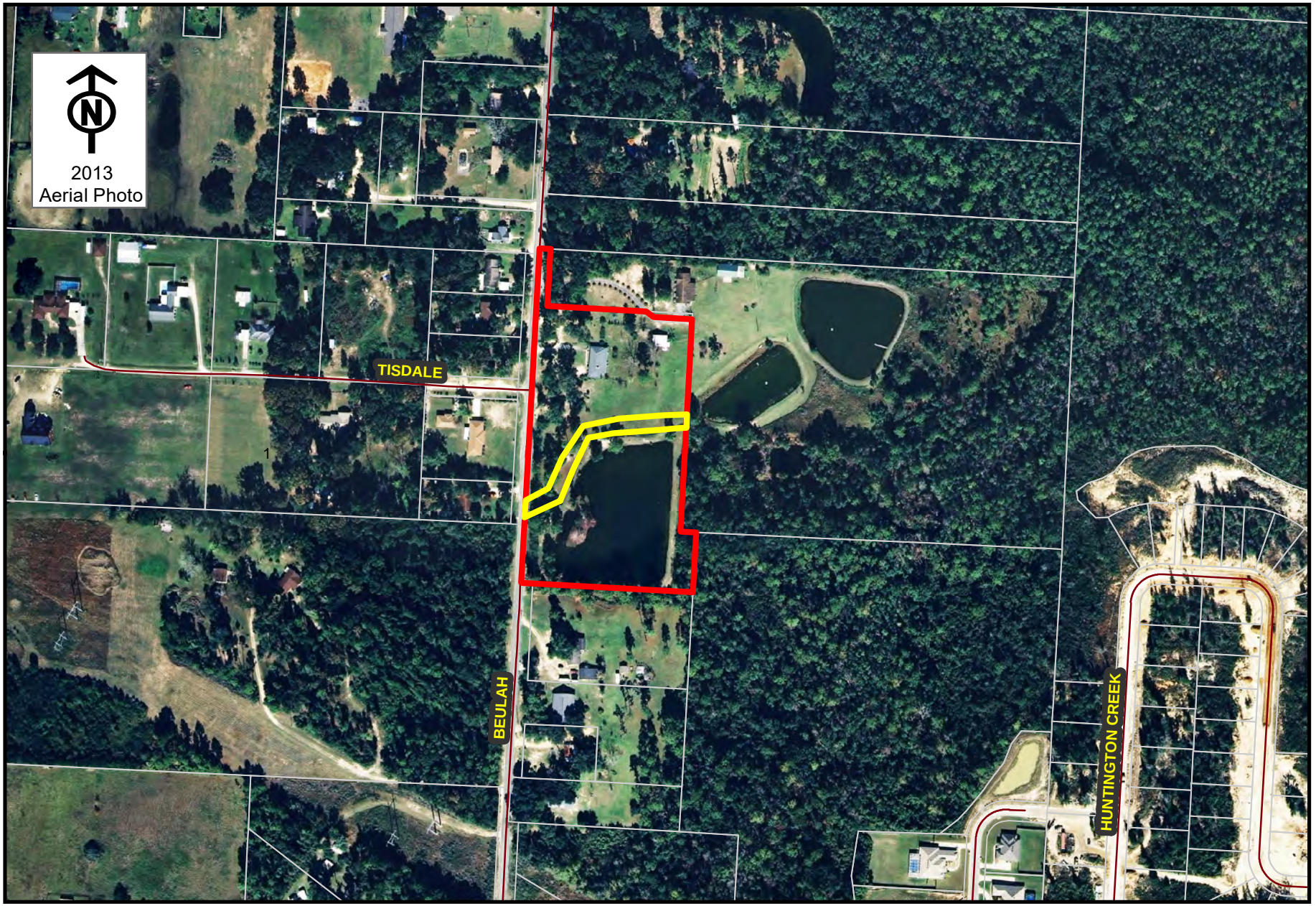
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160116
Survey Date:	Drawing No. L-5079
Drawing Date: 12/6/2016	Field Book: Page:
Section, Township, Range: 8, T-1-S, R-31-W	
Type of Survey: Description and Sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

8510 Beulah Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/6/17 DISTRICT 1

Morgan Property 08-1S-31-3203-000-000

Drainage Easement

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Beulah Road Drainage Project
A Portion of parcel 08-1S-31-3203-000-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 27 day of February, 20 17, by and between Paul V. Schaefer and Bonnie K. Schaefer, husband and wife, whose mailing address is 8520 Beulah Road, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 08, Township 1S, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Paul H. Morgan

GRANTOR:

By: _____
Paul V. Schaefer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of February, 2017, by Paul V. Schaefer. He (-) is personally known to me, or (✓) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

Bernie W Manning
Printed Name of Notary Public

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF10989
My Commission Expires
May 31, 2018

SIGNED IN THE PRESENCE OF:

Witness Bernie W Manning
Print Name Bernie W Manning

Witness Paul H Morgan
Print Name Paul H Morgan

GRANTOR:

By: Bonnie K Schaefer
Bonnie K. Schaefer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of February, 2017, by Bonnie K. Schaefer. She (_) is personally known to me, or (✓) produced current Florida Driver License as identification.

Bernie W Manning
Signature of Notary Public

(Notary Seal)

Bernie W Manning
Printed Name of Notary Public

BERNIE W. MANNING
Notary Public State of Florida
Comm # FF109897
My Commission Expires
May 31, 2018

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 21, 2017

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
40 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
December 05, 2016

A 40 foot, 20 feet on each side, non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 8, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of the parcels of land described and recorded in O.R. Book 7092, Page 308 in the public records of Escambia County, Florida. The centerline of said easement being described as follows:

Commence at the W1/4 corner of said Section 8; thence S03°17'09"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the west line of said Section 8 for a distance of 1325.50 feet; thence S86°42'51"E for a distance of 24.11 feet; thence N53°03'15"E for a distance of 39.31 feet; thence N11°34'09"E for a distance of 116.42 feet; thence N38°20'43"E for a distance of 33.53 feet; thence N45°49'56"E for a distance of 44.22 feet; thence N75°56'39"E for a distance of 41.77 feet; thence N84°31'47"E for a distance of 115.86 feet; thence N77°24'40"E for a distance of 99.35 feet; thence S88°10'31"E for a distance of 11.86 feet to the east line of the parcel of land described and recorded in O.R. Book 7029, Page 465 (Parcel "A") in the public records of Escambia County, Florida, and the Point of Beginning of the easement described hereon; thence continue S88°10'31"E for a distance of 0.66 feet; thence S72°13'19"E for a distance of 24.57 feet; thence S43°20'07"E for a distance of 23.37 feet; thence S48°00'42"E for a distance of 25.07 feet; thence S35°36'05"E for a distance of 27.99 feet; thence S22°17'43"E for a distance of 22.74 feet to the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.11 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

Surveyor's Notes:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
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12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this survey: Deeds for the parcels of land described and recorded in O.R. Book 7029, Page 465 (Parcel "A"), O.R. Book 7029, Page 429 (Parcels "B" and "C"), and O.R. Book 7092, Page 308 in the public records of Escambia County, Florida; Escambia County Property Appraiser Maps; Florida Department of Natural Resources Certified Corner Record documents; General Land Office (GLO) Plat for Township 1 South, Range 31 West, Tallahassee Meridian; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

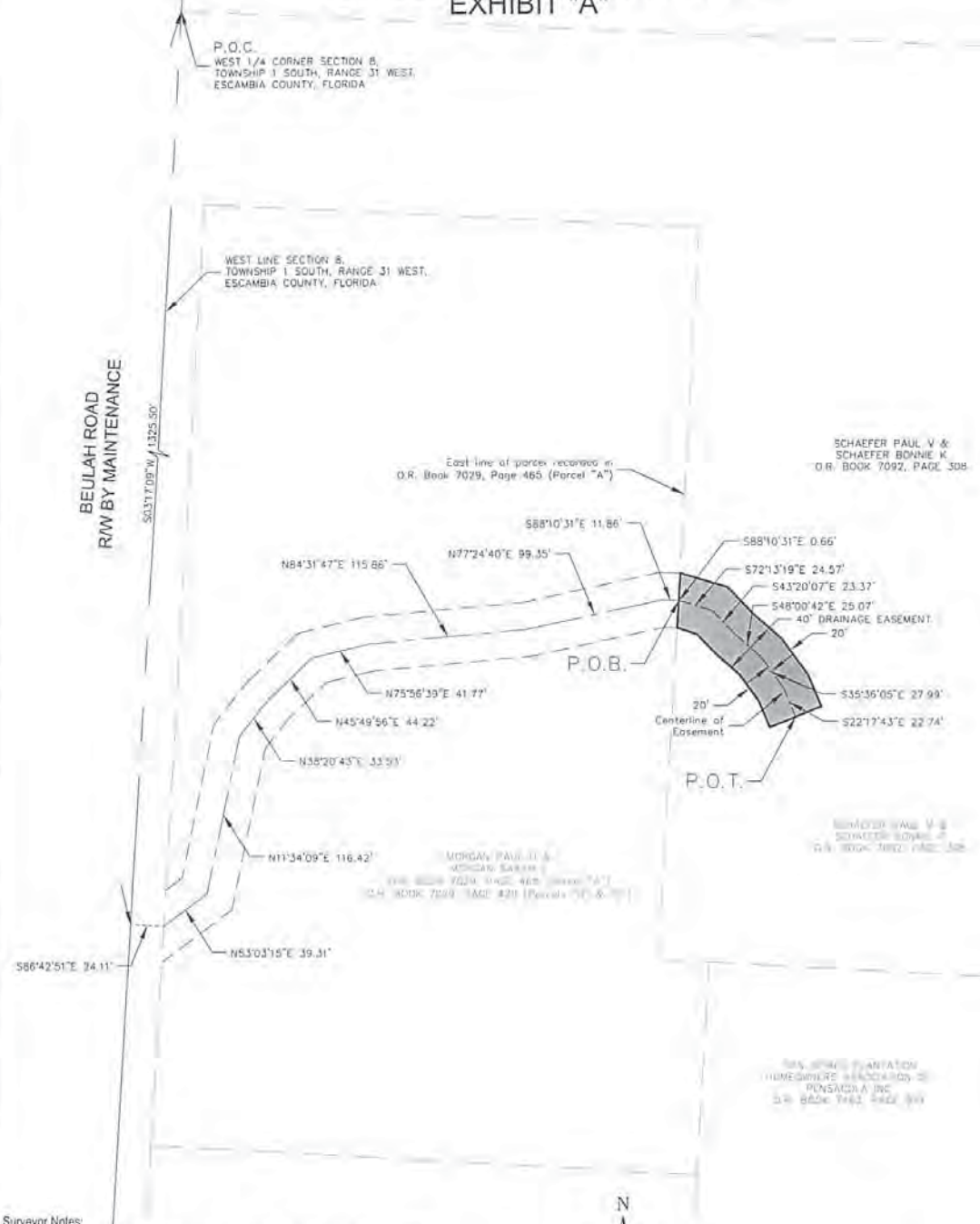
LEGAL DESCRIPTION AND SKETCH – THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160116	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-5079	
Drawing Date: 12/6/2016	Field Book: Page:	
Section, Township, Range: 8, T-1-S, R-31-W		
Type of Survey: Description and Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

Date: 12/8/16

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

3) The description and sketch are not full and complete without the other.

4) The official record of this description and sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.



LEGEND:

O.R. BOOK - OFFICIAL RECORD BOOK
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.T. - POINT OF TERMINUS
- EASEMENT LINE
- PROPERTY LINE
- SECTION LINE
- NOT TO SCALE
- SUBJECT EASEMENT

0' 100 200 300

GRAPHIC SCALE: 1" = 100

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160116	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-5079	
Drawing Date: 12/6/2016	Field Book: Page:	
Section, Township, Range: 8, T-1-S, R-31-W		
Type of Survey: Description and Sketch	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

8520 Beulah Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/6/17 DISTRICT 1

Schaefer Property 08-1S-31-3203-000-001

Drainage Easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11273 **County Administrator's Report 16. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Acceptance of a Portion of a Parcel of Real Property Located on Havburg Drive for Roadway and Drainage Improvements
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Portion of a Parcel of Real Property Located on Havburg Drive for Roadway and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of real property located on Havburg Drive, from property owners Havburg Terrace, for roadway and drainage improvements:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the donation of a portion of real property, via donation, for roadway and drainage improvements located on Havburg Drive, from property owners Havburg Terrace;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for roadway and drainage improvements, and the county benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

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

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

BACKGROUND:

Havburg Drive is located in District 1 and runs east off of Bauer Road for approximately 770 feet, at which point county maintenance terminates and the road becomes privately maintained. At the terminus of county maintenance, there is a low point in the road where water stands, which creates potholes and recurring maintenance issues. The acquisition of this parcel of property will allow for roadway and drainage improvements to be constructed, thus eliminating the recurring pothole and standing water issues.

Title to the property is uncertain. Staff has obtained quitclaim deeds from people who may likely have an interest in the property, but there are almost certainly other unknown interests that the county may have to acquire in the future.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quitclaim Deeds were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Quitclaim Deeds will be recorded in the public records of Escambia County, Florida.

Attachments

Quitclaim Deed - Burger
Quitclaim Deed - E. Pate
Quitclaim Deed - D. Pate
Quitclaim Deed - M. Pate
Aerial Map

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 1ST day of February, 2017, between Betty J. Burger, widow, whose address is 4916 Mobile Highway, Pensacola, Florida 32506 (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, that Grantor for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

See Exhibit "A" attached hereto and made part hereof.

A portion of Parcel Reference Number: 27-2S-31-3000-005-001

Signed in the presence of :

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Karl Burger

GRANTOR:

By: Betty J. Burger

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1ST day of February, 2017, by Betty J. Burger. She (_) is personally known to me, or (X) has produced current Florida I. D. as identification.

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20_____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

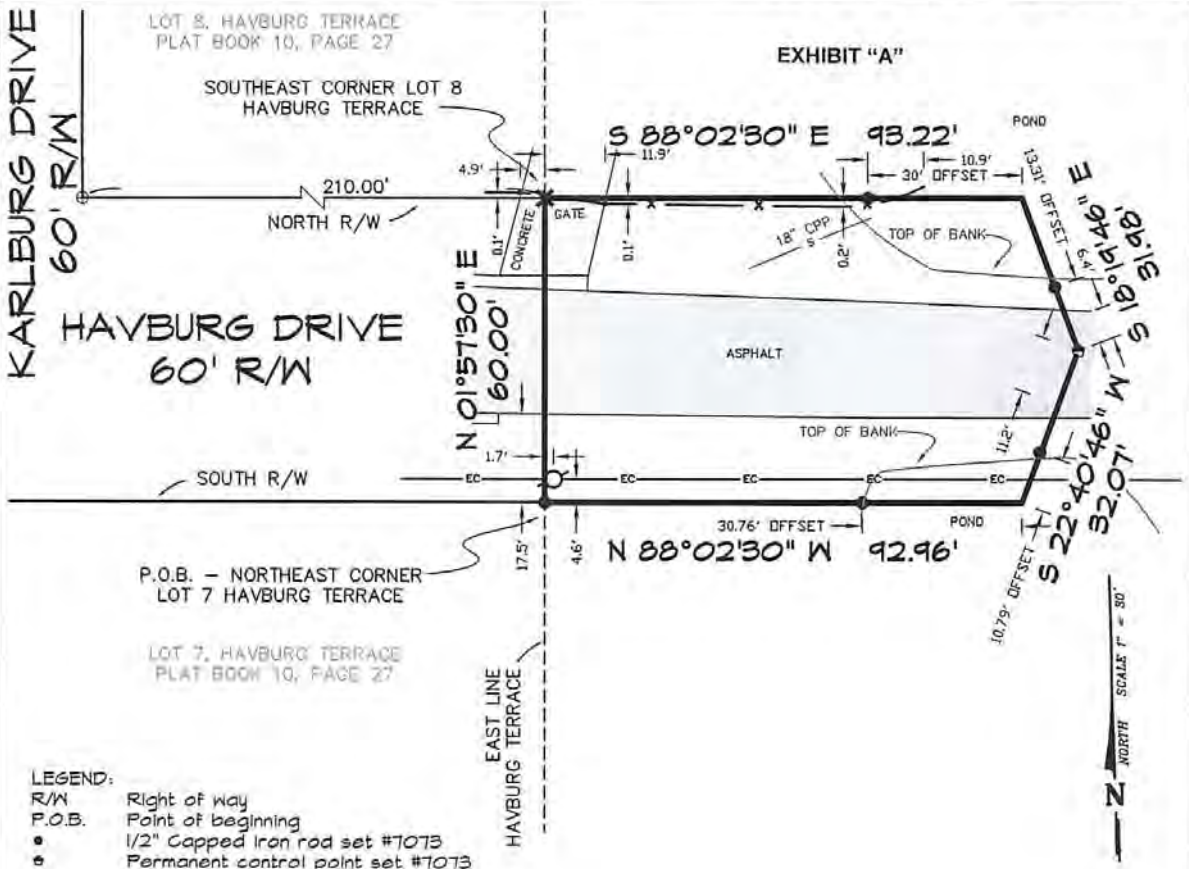
_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 8, 2017

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 27, T-2-S, R-31-W

SHEET 1 OF 1



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
●	1/2" Capped iron rod set #7073
⊕	Permanent control point set #7073
×	"X" cut in concrete
	Power pole
——EC——	Electric/cable line
——S——	Storm sewer line
——X——	Chain link fence

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
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All lying and being in Section 27, Township 2 South, Range 31 West, Escambia County, Florida. Containing 0.14 acres, more or less.

Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: HABURG TERRACE (P.B. 10, P. 27)
Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ■ PSM #5605
Walter J. Glaze ☐ PSM #6190

File No. A-14897 Scale 1" = 30'
Job No. 37031-16
FB 1590 PG 22
FB _____ PG _____
Ordered By STACEY WARD
Bearing Reference NORTH BASED ON THE EAST LINE OF HAVBURG TERRACE AS N 01°57'30" E
Encroachments FENCE, POWER POLE, UTILITY LINES
Date of Survey 10-27-2016 Elevation Reference _____
Date of Plat 10-28-2016 Drawn By PMJ
Date of Revision _____ Checked By DDG

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 2nd day of March, 2017, between Michael L. Pate, a married man, appointed personal representative of the estate of Edna Mae Pate, whose address is 6520 Ard Road, Pensacola, Florida 32526 (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, that Grantor for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

See Exhibit "A" attached hereto and made part hereof.

A portion of Parcel Reference Number: 27-2S-31-3000-005-001

GRANTOR certifies, warrants and covenants that neither the Grantor nor any of his family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

Signed in the presence of:

Witness William M. Pate
Print Name William M. Pate

Witness Donnie Faust
Print Name DONNIE FAUST

GRANTOR:

By: Michael L Pate
Michael L. Pate, as Personal Representative
of the estate of Edna Mae Pate

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of March, 2017, by Michael L. Pate. He (X) is personally known to me, or (_) has produced current _____ as identification.

MICHELLE L GOTHARD
MY COMMISSION #FF188789
EXPIRES January 12, 2019
(407) 398-0153 FloridaNotaryService.com

Michelle Gothard
Signature of Notary Public

Michelle Gothard
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20_____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

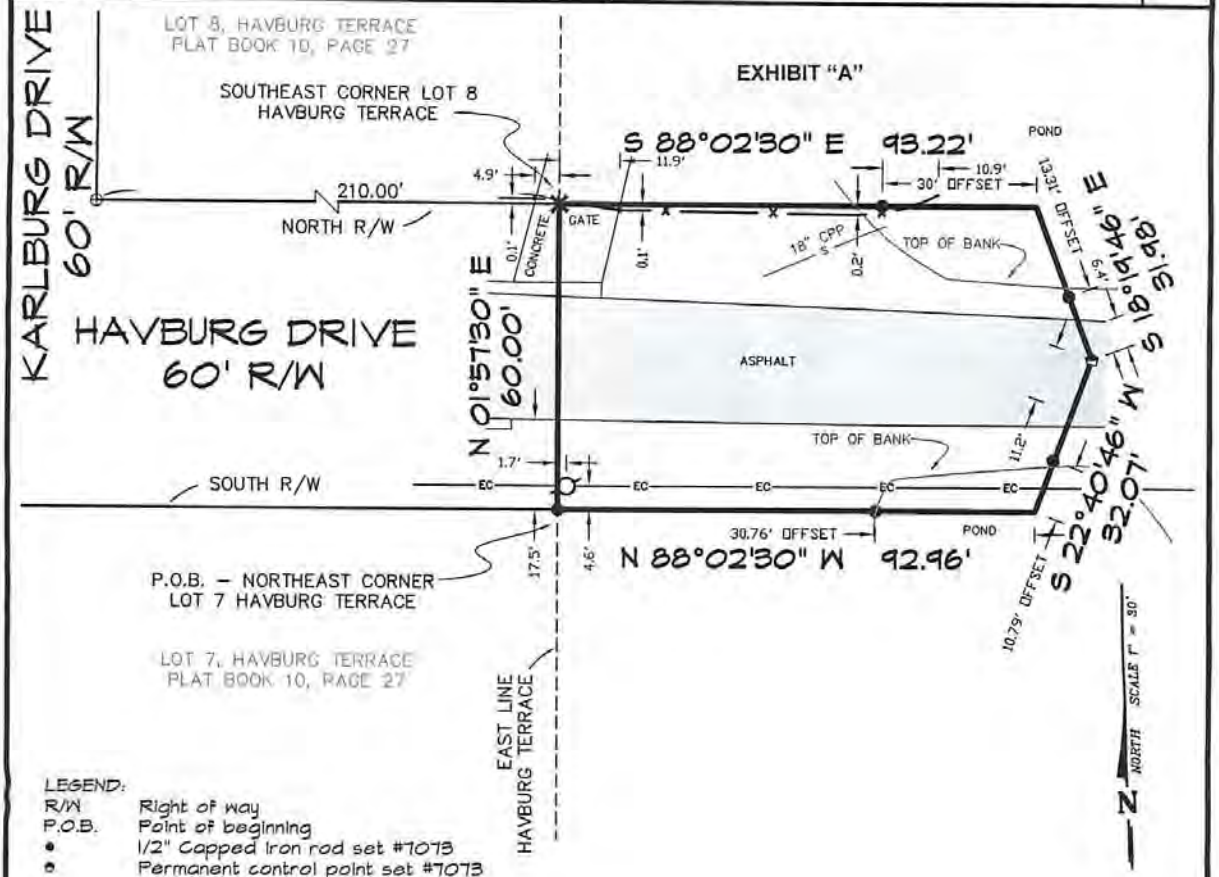
_____
Deputy Clerk

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By _____
Title Asst. County Attorney
Date March 8, 2017

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LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
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A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 27, T-2-S, R-31-W

SHEET 1 OF 1



LEGEND:

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P.O.B.	Point of beginning
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◉	Permanent control point set #7073
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——EC——	Electric/cable line
——S——	Storm sewer line
——x——	Chain link fence

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
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LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ■ PSM #5605
Walter J. Glaze ☐ PSM #6190

File No. A-14897 Scale 1" = 30'
Job No. 37031-16
FB 1590 PG 22
FB _____ PG _____
Ordered By STACEY WARD

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Bearing Reference NORTH BASED ON THE EAST LINE OF HAVBURG TERRACE AS N 01°57'30" E
Encroachments FENCE, POWER POLE, UTILITY LINES
Date of Survey 10-27-2016 Elevation Reference _____
Date of Plat 10-28-2016 Drawn By PMJ
Date of Revision _____ Checked By DDG

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 2nd day of March, 2017, between Donald Barry Pate, a single man, whose address is 6600 Ard Road, Pensacola, Florida 32526 (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, that Grantor for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

See Exhibit "A" attached hereto and made part hereof.

A portion of Parcel Reference Number: 27-2S-31-3000-005-001

GRANTOR certifies, warrants and covenants that neither the Grantor nor any of his family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

Signed in the presence of:

Witness William M. Pate
Print Name William M. Pate

Witness Donnie Faust
Print Name Donnie Faust

GRANTOR:

By: Donald Barry Pate
Donald Barry Pate

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of March, 2017, by Donald Barry Pate. He (X) is personally known to me, or (_) has produced current _____ as identification.

MICHELLE L GOTHARD
MY COMMISSION #FF188789
EXPIRES January 12, 2019
(407) 398-0153 FloridaNotaryService.com

Michelle Gothard
Signature of Notary Public

Michelle Gothard
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20_____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

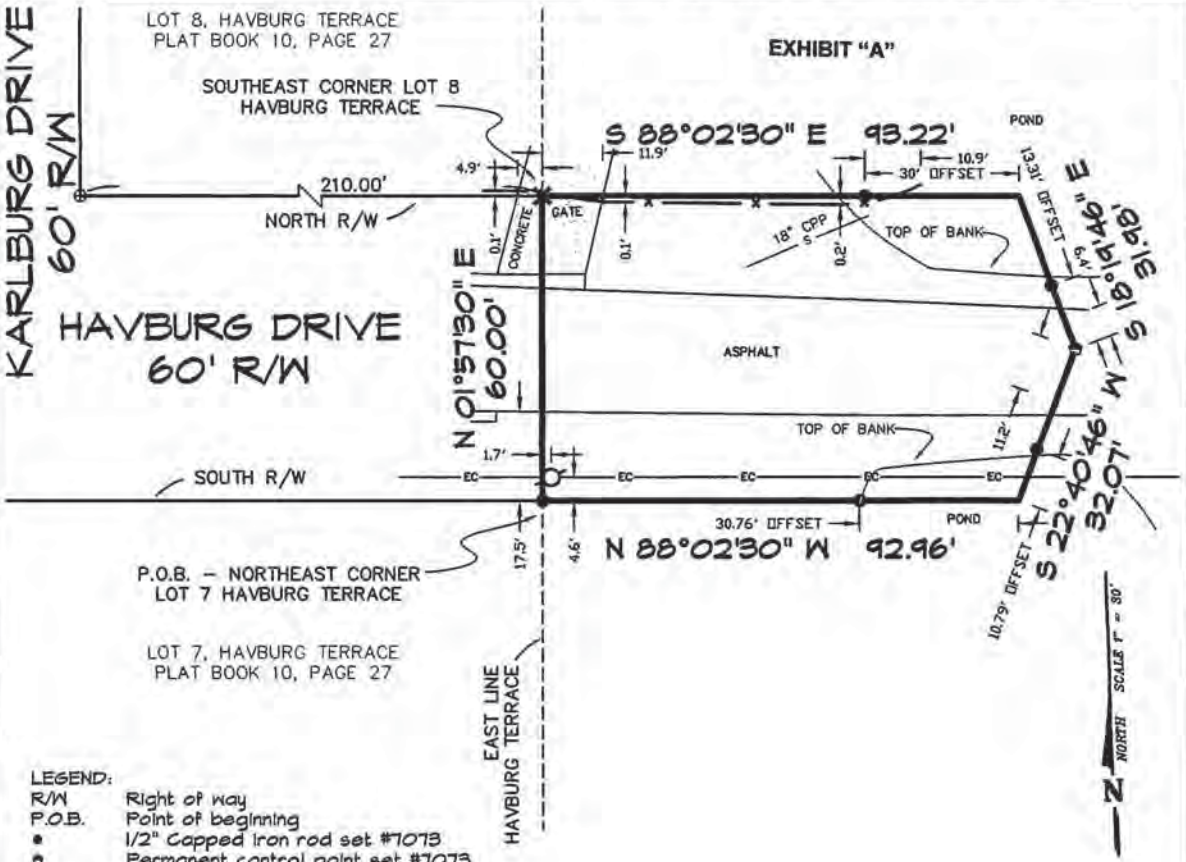
This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 17, 2017

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
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A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 27, T-2-S, R-31-W

SHEET 1 OF 1

EXHIBIT "A"



LEGEND:

R/W	Right of Way
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Measurements made in accordance to United States Standards.

LB No. 7073

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David D. Glaze ■ PSM #5605
Walter J. Glaze □ PSM #6190

File No. A-14897 Scale 1" = 30'
Job No. 37031-16
FB 1590 PG 22
FB PG
Ordered By STACEY WARD

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

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Date of Survey 10-27-2016 Elevation Reference
Date of Plat 10-28-2016 Drawn By PMJ
Date of Revision Checked By DDG

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 2nd day of March, 2017, between Michael L. Pate, a married man, whose address is 6520 Ard Road, Pensacola, Florida 32526 (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).

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Signed in the presence of:

Witness William M. Pate
Print Name William M. Pate

Witness Donnie Faust
Print Name DONNIE FAUST

GRANTOR:

By: Michael L Pate

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of March, 2017, by Michael L. Pate. He (✓) is personally known to me, or (_) has produced current _____ as identification.

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EXPIRES January 12, 2019
(407) 398-0153 FloridaNotaryService.com

Michelle Gothard
Signature of Notary Public

Michelle Gothard
Printed Name of Notary Public

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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D. B. Underhill, Chairman

ATTEST: Pam Childers
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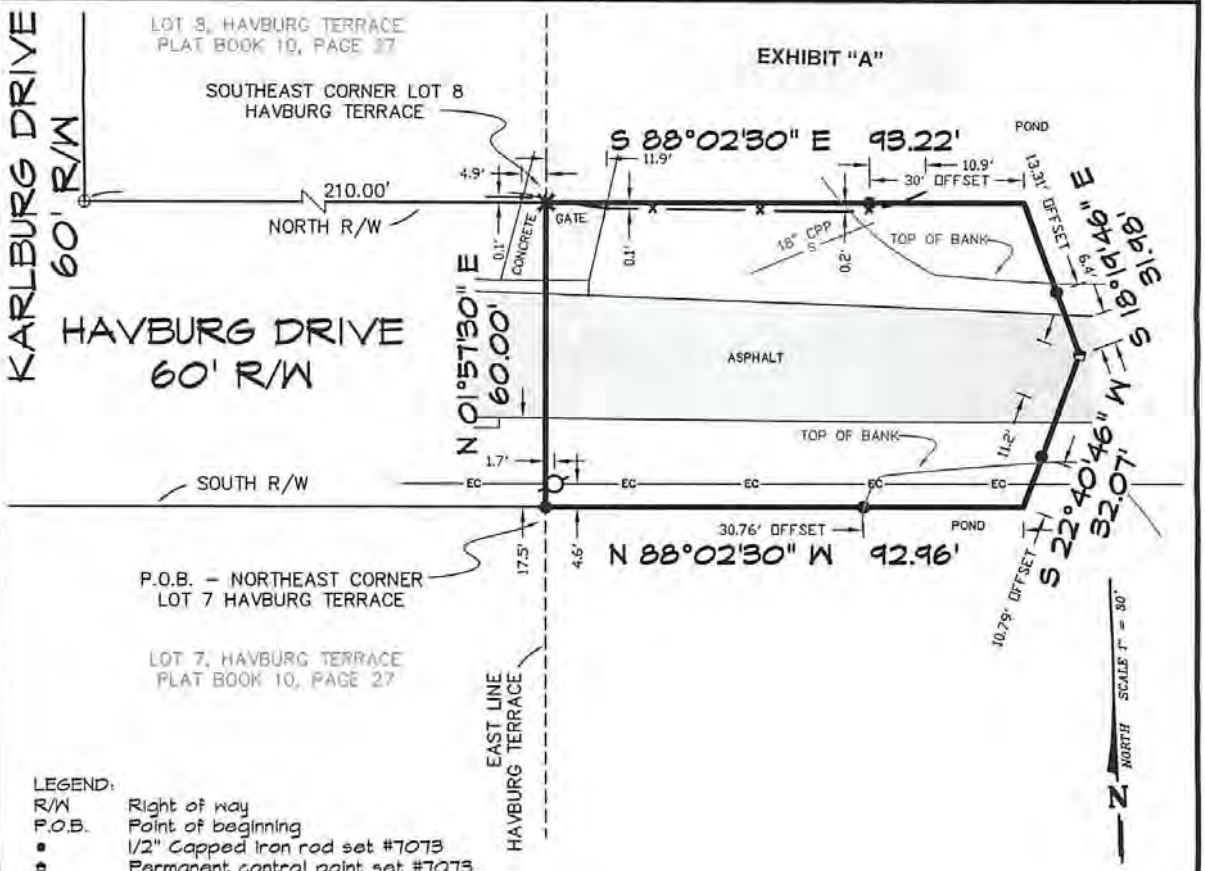
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A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 27, T-2-S, R-31-W

SHEET 1 OF 1



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Havburg Drive Roadway and Drainage Improvements



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 10/25/16 DISTRICT 1

Havburg Terrace Property
Parcel 27-2S-31-3000-005-001

Portion of Property to be Donated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11996 **County Administrator's Report 16. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 04/06/2017
Issue: Montclair Sidewalks Phase 2, Medford Avenue & Montclair Road Contract
From: Meredith Reeves, Division Manager
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Montclair Sidewalks Phase 2, Medford Avenue & Montclair Road Contract - Tonya Gant, Neighborhood & Human Services Director

That the Board amend its action taken on October 20, 2016, CAR II-7, approving and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of $529,579.45, to correct, due to a scrivener's error, funding from 2014 CDBG, Cost Center 370220 to 2014 CDBG, Cost Center 370221 .

[Funding (corrected): Fund 129, 2015 CDBG, Cost Center 370224 - $161,144.45; 2014 CDBG, Cost Center 370221 - $149,751; 2013 CDBG, Cost Center 370218 - $80,305; and 2012 CDBG, Cost Center 370211]

BACKGROUND:

A scrivenor's error was made on Agenda Item CAR II-7 from the October 20, 2016 BCC meeting regarding one of the CDBG funding cost centers. The original recommendation stated that $149,751 would be funded from 2014 CDBG, Cost Center 370220, but it should have been funded from 2014 CDBG, Cost Center 370221. All other cost centers as originally listed are correct.

BUDGETARY IMPACT:

This will allow the correct cost center, 370221, to be charged instead of 370220 for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

No other action is needed. A notice to proceed has already been issued for the project.

Attachments

10-20-2016 BCC Meeting Minutes Page

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

5. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Sigma Consulting Group, Inc., per the terms and conditions of PD 15-16.072, Design Services for Myrtle Grove Elementary Pond, for a lump sum of $58,460 basic services, and optional services of $2,350, providing a total of $60,810 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 09EN0572).

6. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and McNorton Mechanical Contractors, Inc., per the terms and conditions of PD 15-16.101, 2251 N. Palafox Chiller Replacement II, in the amount of $100,180, and authorize the County Administrator to execute all related documents for Owner Direct Purchase in excess of $50,000 (Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401 - $54,784; and Fund 114, Misdemeanor Probation FD, Cost Center 290301, Object Code 56401 - $45,396).

7. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.098, Montclair Sidewalks, Phase 2, Medford Avenue & Montclair Road, for a lump sum of $529,579.45 (Funding: Fund 129, 2015 CDBG, Cost Center 370224, Object Code 56301 - $161,144.45; Fund 129, 2014 CDBG, Cost Center 370220, Object Code 56301 - $149,751; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301 - $80,305; and Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301 - $138,379).

8. Approving, and authorizing the County Administrator to sign, a Purchase Order to Hub City Ford, Inc., per the terms and conditions of PD 15-16.095, Road Department Truck Cab & Chassis – Single Axle, based on the lowest bid of $64,996; the Invitation to Bid for Truck Cab & Chassis was posted on the *(County's)* website from August 29, 2016, to September 28, 2016 (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11947 **County Administrator's Report 16. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/06/2017
Issue: Donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc.
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc.:

A. Adopt the Resolution authorizing the Donation of a 1998 Chevrolet Step Van, Asset Number 60538, to Lower Alabama Search and Rescue, Inc.; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Meeting in regular session on September 22, 2016, the Board approved the Request for Disposition Form from the Road Division that declared the 1998 Chevrolet Step Van, asset number 60538, VIN number 1GBKP32R1W3301745, as surplus. The current approximate value is estimated to be under $2,000.00. The van is considered to be obsolete, with the continued use uneconomical or inefficient, and it serves no useful function for County purposes.

Lower Alabama Search and Rescue, Inc., a private non-profit organization, has requested the donation of this van.

BUDGETARY IMPACT:

The approximate value is estimated to be under $2,000.00. The van is considered to be obsolete, with the continued use uneconomical or inefficient, and it serves no useful function for County purposes.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the equipment will be transferred to Lower Alabama Search and Rescue, Inc.

Attachments

resolution
current estimated value
resume page 9 22 16
disposal form 9 22 16

RESOLUTION NUMBER R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO LOWER ALABAMA SEARCH AND RESCUE, INC. TO SUPPORT EMERGENCY RESPONSE AND MUTUAL AID CAPABILITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §274.05, Florida Statutes, the County is authorized to offer tangible personal property classified as surplus to qualified private non-profit agencies; and

WHEREAS, Escambia County ("County") is the owner of certain tangible personal property more particularly described as a 1998 Chevrolet Step Van (VIN# 1GBKP32R1W3301745 ("Property"); and

WHEREAS, Lower Alabama Search and Rescue, Inc. ("LASR") is a private non-profit organization as defined in §273.01(3), Florida Statutes, with a principal mission of promoting public health and welfare; and

WHEREAS, LASR has requested that the County convey the Property to it for use in support of its mission; and

WHEREAS, the Board of County Commissioners has determined that the Property, the value of which is estimated to be under $2,000, is obsolete, the continued use is uneconomical or inefficient, and/or serves no useful function for County purposes; and

WHEREAS, the Board of County Commissioners has further determined and that it is in the best interest of the County to classify the Property as surplus and convey the Property to LASR under the terms and conditions stated herein.

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

Section 1. That the forgoing recitals are true and correct and are incorporated herein by reference.

Section 2. That the Property shall be donated by the County to LASR for no consideration and with all other costs associated with accepting the Property being borne by LASR.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:

Date: 3/14/17

Dawn

From: Terry W Gray
Sent: Wednesday, March 01, 2017 1:31 PM
To: Dawn M Troche
Subject: RE: Utility truck donation

Dawn,

The asset # is 60538, a 1998 Chevrolet Step Van with 13,694 miles. It belonged to the Jail, came over when the BCC acquired all the assets. It was also completely submerged in the flood during April 2014. It was dried out, and continued in service until March of 2016, when it was replaced with another unit. The book value is approximately $1800-$2000.

Thank you,

Terry Gray
Fleet Division Manager,
Public Works Infrastructure
Office.... 850.937.2123
Cell..... 850.554.2912
Fax.... 850.937.2129
Email twgray@myescambia.com
<image003.png>

From: Dawn M Troche
Sent: Wednesday, March 01, 2017 11:48 AM
To: Alison A. Rogers; Mike D. Weaver
Cc: Terry W Gray; Dianne C. Simpson
Subject: Utility truck donation

Hi

Steven is looking at possibly donating a utility truck that Terry has for surplus. He is wanting it to go to Low Alabama Search & Rescue. Just wanted to make sure that we can do that. Terry is getting me all the information for the truck and I will put together a recommendation. Any additional information I need or you have would be greatly appreciated.

Thanks so much and let me know if I can do anything for you
Dawn

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

20. Supporting the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 14, 2016, for employees who voluntarily participate in this event, and extending Workers' Compensation coverage to County employees involved in this event.

21. Approving the *Request for Disposition of Property* Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

22. Taking the following action concerning a License Agreement between Escambia County and the Northwest Florida Water Management District (NWFWMD) for a planned improvement project for the scour rehabilitation of County Road (CR) 184 (Quintette Road) bridge over Escambia River (Bridge Number 480045) (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

    A. Rescinding the Board's action of August 4, 2016, CAR I-8, approving the License Agreement between Escambia County and NWFWMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River;

    B. Approving the updated License Agreement between Escambia County and NWFWMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the scour rehabilitation of CR 184 (Quintette Road) bridge over Escambia River; and

    C. Authorizing the Chairman or Vice Chairman to execute the updated License Agreement and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Corrections COST CENTER NO: 290401

Whitney C. Lucas DATE: 09/08/2016
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

Date: 10-4-2016 Verified By: K. McCord

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60538	1998 Chevrolet Step Van	1GBKP32R1W3301745	Step Van	1998	Poor
Y	61613	ID Badge Printer	G105240	NA	2013	Poor

Disposal Comments: Vehicle 60538 was evaluated by the Terry Gray, Fleet Division Manager. Evaluation is attached.
ID Printer 61613 was determined to be broken beyond repair by Jail staff.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 09/08/2016
FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Chip W. Simmons, Assistant County Administrator

RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date: 09/22/2016

Approved by the County Commission and Recorded in the Minutes of: September 22, 2016
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) Kimberly McCord

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11965 **County Administrator's Report 16. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/06/2017
Issue: Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 9980 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property located at 9980 Bristol Park Road, for the Bristol Park - Ashbury Hills Area Project, from James & Sandra Riddell, for the average of the County's appraised values of $247,000 and $257,000, and the owner's provided appraisal of $275,000, which equals $259,666;

B. Authorize county staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.88 acres) located at 9980 Bristol Park Road, from James & Sandra Riddell, and to bring the executed Contract back before the Board; and

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

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

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

Mr. and Mrs. Riddell are willing to sell their property, located at 9980 Bristol Park Road,

in Bristol Park Subdivision, along Eleven Mile Creek.

Escambia County staff had two appraisals performed on this property, which valued the property at $247,000 and at $257,000. The property owners have provided their own appraisal which revealed a value of $275,000. The average of the three appraisals is $259,666.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the County's appraisal if they believe it is not adequate. The appeal process does include a second appraisal for their home at their expense. The County will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the property, after which the County may make another offer.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement.

BUDGETARY IMPACT:

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595] Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Riddell Returned Offer Letter

Aerial Map - Riddell

Summary Appraisal - County Provided 1

Summary Appraisal - County Provided 2

Summary Appraisal - Owner Provided
BCC Dec 8 meeting

ACCEPTANCE

I have read the foregoing and would be willing to:

☐ a) Sell the property, located at 9980 Bristol Park Road, for the appraised value of $247,000 depicted in Exhibit "A"; or

☑ b) I would like to set up a meeting to discuss the purchase of my property. I can be reached at (850) - 206 - 4440

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

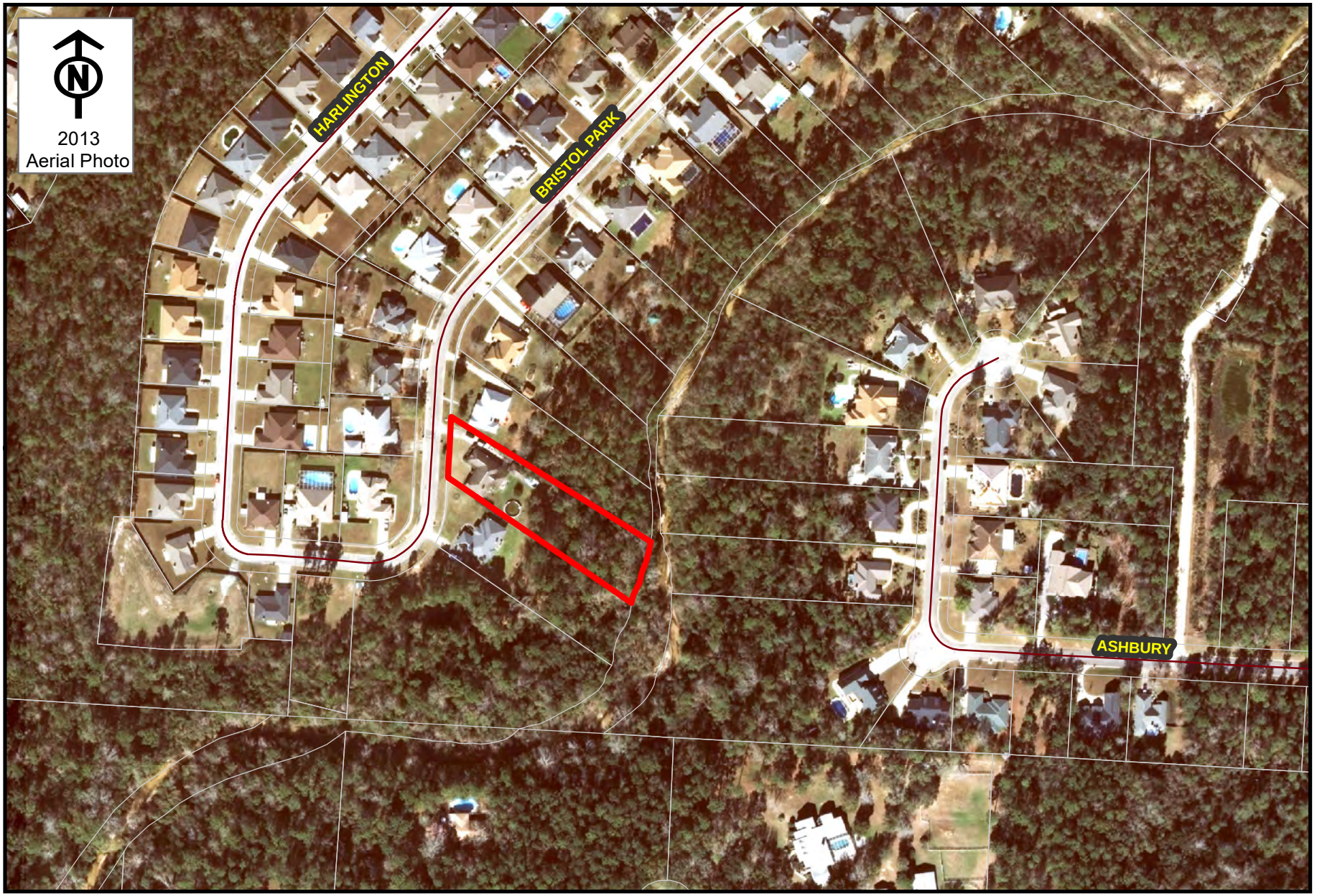
By: James A. Riddell

James A. Riddell
Print or Type Name

Title: _____

Date: 1/2/2017

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

9980 Bristol Park Road

AI Reports™
Form 100.04

Client File #:		Appraisal File #:	RLTP17016Z-8

Summary Appraisal Report • Residential

Appraisal Company: Fruitticher Lowery Appraisal Group
Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504
Phone: (850) 477-0419 **Fax:** (850) 477-7931 **Website:**

Appraiser: Tim H. Philpot	**Co-Appraiser:** Rodger K. Lowery, MAI
AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA	**AI Membership (if any):** ☐ SRA ☒ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	**AI Status (if any):** ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation: State Certified Residential Appraiser	**Other Professional Affiliation:** State Certified General Appraiser
E-mail: TPhilpot@Flag1.Net	**E-mail:** rlowery@Flag1.Net

Client: Escambia County **Contact:** Ms. Stacey Ward
Address: 3363 West Park Place, Pensacola, FL 32505
Phone: 850-595-2415 **Fax:** **E-mail:**

SUBJECT PROPERTY IDENTIFICATION

Address: 9980 Bristol Park Rd
City: Cantonment **County:** Escambia **State:** FL **ZIP:** 32533
Legal Description: Lot 13, Block C, Bristol Park Unit #II (OR Book 5471/PG 584)
Tax Parcel #: 03-1S-31-1500-013-003 **RE Taxes:** 1,114 **Tax Year:** 2016
Use of the Real Estate As of the Date of Value: Single Family Residential
Use of the Real Estate Reflected in the Appraisal: Single Family Residential
Opinion of highest and best use (if required): Single Family Residential

SUBJECT PROPERTY HISTORY

Owner of Record: James A. & Sandra K. Riddell
Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the Escambia County Property Appraiser's Office, there have been no sales of the subject property in the prior 3 years.

Description and analysis of agreements of sale (contracts), listings, and options: None noted.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	**$ 257,000**
Indication of Value by Cost Approach	**$ Not Applicable**
Indication of Value by Income Approach	**$ Not Applicable**

Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The appraisers have reconciled the final estimate of market value at $257,000 as of February 16, 2017

Opinion of Value as of: 02/16/2017	**$ 257,000**

Exposure Time: 3-6 Months

The above opinion is subject to: ☐ **Hypothetical Conditions** **and/or** ☒ **Extraordinary Assumptions** **cited on the following page.**

*** NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

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Presley-McKenney & Associates, Inc.

SEM

Uniform Residential Appraisal Report

File No. 16147Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 9980 Bristol Park Road | City Cantonment | State FL | Zip Code 32533

Borrower N/A | Owner of Public Record James A. & Sandra K. Riddell | County Escambia

Legal Description Lt 13, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 5471, P 584

Assessor's Parcel # 03-1S-31-1500-013-003 | Tax Year 2015 | R.E. Taxes $ 1,223.48

Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12

Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Current market value determination

Lender/Client Escambia County, Engineering Dept | Address 3363 W. Park Place, Pensacola, FL 32505

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [X] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

N/A

Contract Price $ N/A | Date of Contract N/A | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	60 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north,							500 High	55	Commercial	15 %
Beulah Road to west								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject neighborhood have been stable to slightly increasing during the last 24 to 30 months. This is supported by per unit price indications from closed sales transactions.

SITE

Dimensions Undetermined | Area 0.8765 Acres | Shape Wedge | View Interior

Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] No | FEMA Flood Zone undetermined | FEMA Map # 12033C0290G | FEMA Map Date 9/29/2006

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 28 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.

IMPROVEMENTS

GENERAL DESCRIPTION	FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit	[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/Unknown	Floors CT&Lam/Gd
# of Stories 1	[ ] Full Basement [ ] Partial Basement	Exterior Walls Masonry/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional	[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1994	Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10	[ ] Dampness [ ] Settlement	Screens No	[X] Driveway # of Cars 2
Attic [ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[ ] Drop Stair [ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[X] Garage # of Cars 1
[ ] Floor [X] Scuttle	Cooling [X] Central Air Conditioning	[ ] Patio/Deck [X] Porch	[ ] Carport # of Cars
[ ] Finished [ ] Heated	[ ] Individual [ ] Other	[ ] Pool [X] Other AG Pool	[ ] Att. [X] Det. [ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 11 Rooms | 5 Bedrooms | 3 Bath(s) | 2,861 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Surround sound, ceiling fans, vaulted ceiling in living room, tray ceiling in master bedroom, garden tub, granite countertops, wood-burning fireplace.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe.

Uniform Residential Appraisal Report

SEM
File No. 16147Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 1 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 235,000 to $ 235,000 .

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	9980 Bristol Park Road Cantonment	1105 Carla Drive Cantonment		998 Chesapeake Trail Cantonment		956 Chesapeake Trail Cantonment	
Proximity to Subject		3.75 miles northeast		4.75 miles north		4.75 miles north	
Sale Price	$ N/A		$ 255,000		$ 239,000		$ 244,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 90.33 sq. ft.		$ 91.12 sq. ft.		$ 86.56 sq. ft.	
Data Source(s)	Inspection	Closed MLS #500298		Closed MLS #490815		Closed MLS #476886	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional None	Conventional None		VA None		VA None	
Date of Sale/Time	N/A	07/22/2016		04/01/2016		06/05/2015	
Location	Bristol Park	W Roberts Estates		Ironhorse		Ironhorse	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.8765 Acres	0.27 Acres		0.62 Acres		0.5 Acres	
View	Interior	Interior		Interior		Interior	
Design (Style)	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	22+/- Years	+/-18 Years		+/-12 Years		+/-12 Years	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	11 / 5 / 3	11 / 4 / 3		8 / 4 / 3		10 / 4 / 3	
Gross Living Area 55.23	2,861 sq. ft.	2,823 sq. ft.	2,100	2,623 sq. ft.	13,100	2,819 sq. ft.	2,300
Basement & Finished	0	0		0		0	
Rooms Below Grade	0	0		0		0	
Functional Utility	Typical	Typical		Typical		Typical	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	1 Car Garage	2 Car Garage	-5,000	2 Car Garage	-5,000	2 Car Garage	-5,000
Porch/Patio/Deck	Porch	Porch, Patio	-1,500	Porch, Patio	-1,500	Porch, Patio	-1,500
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	Fence, Sprnklr	Fence, Sprnklr		Fence, Sprnklr		Fence, Sprnklr	
Other	AG Pool	Yrd Bldg	500	None	2,000	None	2,000
Net Adjustment (Total)		[ ] + [X] -	$ 3,900	[X] + [ ] -	$ 8,600	[ ] + [X] -	$ 2,200
Adjusted Sale Price of Comparables		Net Adj. -1.5% Gross Adj. 3.6%	$ 251,100	Net Adj. 3.6% Gross Adj. 9.0%	$ 247,600	Net Adj. -0.9% Gross Adj. 4.4%	$ 241,800

SALES COMPARISON APPROACH

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Public records, PARMLS, Metro Market Trends

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Public records, PARMLS, Metro Market Trends

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer			8/20/2015	11/7/2014
Price of Prior Sale/Transfer			$125,000	$157,500
Data Source(s)			Public records	Public records
Effective Date of Data Source(s)			Current	Current

Analysis of prior sale or transfer history of the subject property and comparable sales Comparable Sale #2 was previously transferred by warranty deed to Dallas Holland from William Taylor on August 20, 2015 for $125,000, as recorded in O.R. 7397, page 1955. We could not determine if this was an arm's length sale, although it does not appear to be.

Comparable Sale #3 was previously purchased by Linn & Keith Farrior from US Bank for $157,500, as record in O.R. 7267, page 408. US Bank had taken the property back from a Mr. & Mrs. Crispell in June 2014. It is possible that this earlier transaction was for a deficiency judgement, or the November sales price was made to limit loss and clear the property from the bank books.

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 247,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 247,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

See Attached Addendum

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 247,000 **as of** October 24, 2016 **, which is the date of inspection and the effective date of this appraisal.**

March 6, 2017

James A & Sandra K Riddell
9980 Bristol Park Rd
Cantonment, FL 32533

File Number: 2017-30

Dear Mr. and Mrs. Riddell

In accordance with your request, I have appraised the real property at:

9980 Bristol Park Rd
Cantonment, FL 32533

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of February 27, 2017 is:

$275,000
Two Hundred Seventy-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Very truly yours,

Shari L. Horn
Cert Res RD5718

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

   A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

   C. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

   E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

   F. Authorize staff to prepare contracts for consideration and final approval by the Board.

   Approved 5-0, Items A through F

   Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11976 **County Administrator's Report 16. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 04/06/2017
Issue: Real Property Located at 14777 Perdido Key Drive
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize and direct staff to obtain appraisals, environmental site assessments, surveys, and title insurance commitments, and to complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners (BCC) Policy dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing real property (with no improvements). The parcel, located at 14777 Perdido Key Drive and owned by Fred Donham, could be utilized by the public for additional beach access.

[Funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D) LOST]

BACKGROUND:

The acquisition of this parcel would expand and enhance public access to the Gulf of Mexico. The location is ideal due to the existing public access facilities to the east.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 210107, Transportation and Drainage (T&D) LOST. A Budget Amendment is being sent to the Board to transfer funds into this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will approve any contract or other documents required for Board approval of this proposed acquisition.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Staff will comply with Section 46-139 of the County Codes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will move forward to comply with Section 46-139, Escambia County Code of Ordinances.

Attachments

Aerial Map

Property Appraiser Info

Perdido Key Drive



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 3/22/17 DISTRICT 2

14777 Perdido Key Drive

County Owned - Beach Access

ECPA Home

Chris Jones
Escambia County Property Appraiser

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

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	143S321027000001
Account:	103539005
Owners:	DONHAM FRED
Mail:	837 BRESSLYN RD NASHVILLE, TN 37205
Situs:	14777 PERDIDO KEY DR 1 32507
Use Code:	VACANT CONDOMINIUM
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$51,646	$0	$51,646	$51,646
2015	$51,646	$0	$51,646	$51,646
2014	$51,646	$0	$51,646	$51,646

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data MLS Listing #461231

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/20/2010	6859	434	$2,000	QC	View Instr
05/2005	5640	1098	$100	CJ	View Instr
10/2004	5537	1812	$25,600	QC	View Instr
12/1994	3700	277	$74,900	WD	View Instr
03/1994	3547	598	$67,900	WD	View Instr

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

2016 Certified Roll Exemptions

None

Legal Description

UNIT 1 SEA SHORE CONDOMINIUM ALSO 7.97% INT IN COMMON ELEMENTS OR 5640 P 1098 OR 5537 P 1812 OR 6859 P 434

Extra Features

None

Comptroller

Parcel Information

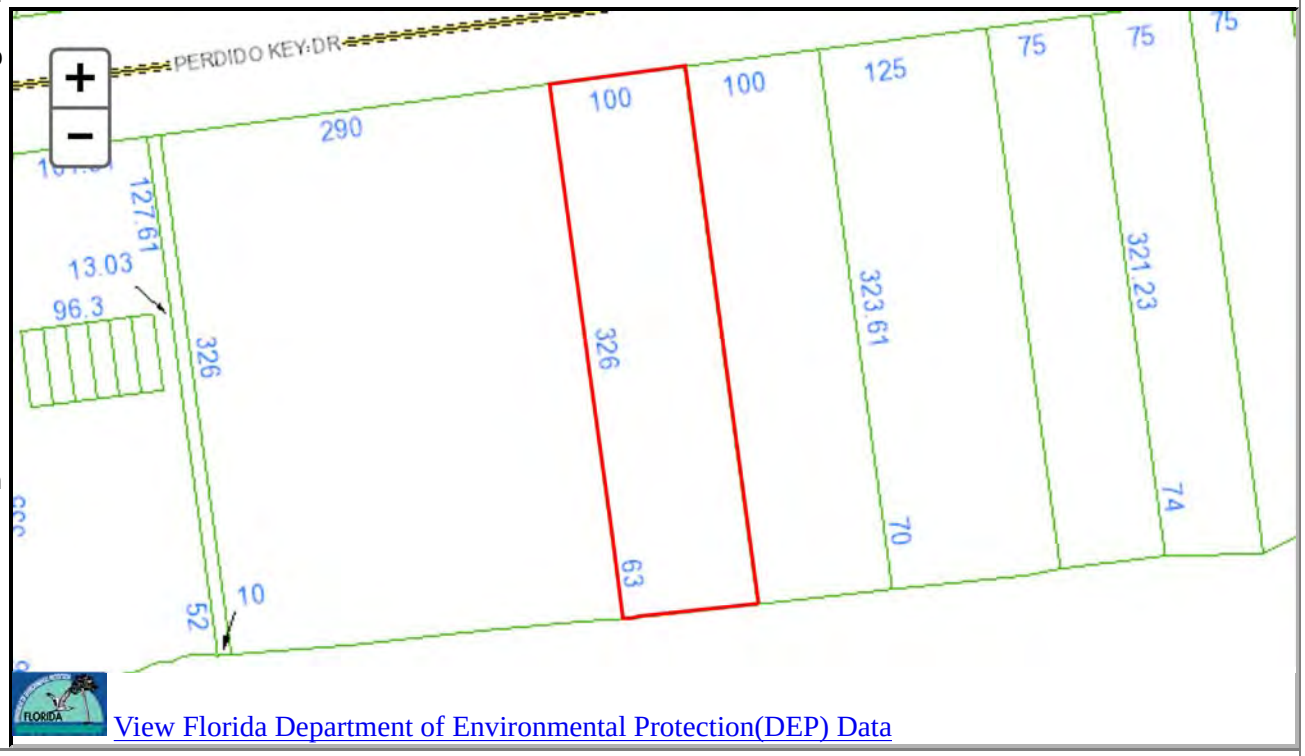
Launch Interactive Map

Section Map Id:
34-3S-32

Approx. Acreage:
0.9162

Zoned:
CC-PK

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:03/22/2017 (tc.27374)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11987 **County Attorney's Report** **16. 1.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Settlement of LOFT appeal in the matter of City of Pensacola, Florida vs. The Board of County Commissioners of Escambia County, Florida
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Local Option Fuel Tax (LOFT) Appeal in the Matter of the City of Pensacola, Florida vs. The Board of County Commissioners of Escambia County, Florida, Case No.:17-0627

That the Board take the following action:

A. Authorize the Chairman to execute the proposed Stipulated Settlement Agreement, a copy of which is attached; and

B. Adopt the proposed Resolution, a copy of which is attached; and

C. Authorize written notice to The Office of the General Counsel, State of Florida Department of Revenue that the Board and City have settled the appeal and stating the new distribution percentages as set forth in the proposed Resolution adopted by the Board.

BACKGROUND:

On July 14, 2016 the County adopted R2016-93 setting forth distribution percentages for the local option fuel tax (LOFT) pursuant to Section 336.025(4)(a), Fla. Stat. The City filed an appeal to the distribution before the Administration Commission. The Administration Commission referred the appeal to the Division of Administrative Hearings and an Administrative Law Judge was assigned to conduct an evidentiary final hearing to resolve the appeal. The stipulated settlement agreement provides that a new resolution will be adopted which supersedes the distribution percentages previously provided to the Department of Revenue. The superseding resolution will govern the distribution of the LOFT from September 1, 2016 and continuing through December 31, 2026. The proceeds of the tax will be distributed as follows: Escambia County - 84.04%; City of Pensacola - 15.15%; and Town of Century - 0.81%.

Once the proposed Resolution is transmitted to the Department of Revenue, the City and the County will then take the necessary steps provided in the stipulated settlement agreement to dismiss the appeal and have the Division of Administrative Hearings relinquish jurisdiction to the Administration Commission. Upon relinquishment, the Administration Commission will issue an order closing its file. Once this order is entered by the Administration Commission, both City and County agree that the monies held in escrow by the Clerk of Court may be released according to the percentages as set forth in the proposed resolution.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the wording of the Stipulated Settlement Agreement and the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Stipulated Settlement Agreement
Resolution R2017-__
Resolution R2016-93

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CITY OF PENSACOLA, FLORIDA,

Petitioner,

vs.

Case No. 17-0627
FIX-16-001

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,

Respondent.

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Settlement" or "Agreement") is made and entered into this ____ day of March, 2017, by and between THE CITY OF PENSACOLA, FLORIDA, a municipal corporation created under the laws fo the State of Florida (hereafter "CITY"), and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY"). The CITY and the COUNTY shall be hereafter collectively referred to as the "PARTIES."

RECITALS

(1) From 1986 to 2006, the Parties entered into or extended an interlocal agreement pursuant to Section 336.025(3)(a)1, Florida Statutes, to determine the distribution shares for the allocation of the local option fuel tax.

(2) On June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016.

(3) On July 23, 2015, the COUNTY enacted Ordinance 2015-26 to extend the six-(6) cent local option fuel tax levied upon every gallon of motor fuel

and diesel sold in the County for a period of ten (10) years and four (4) months commencing on September 1, 2016, and expiring on December 31, 2026.

(4) On September 2 and September 18, 2015, the CITY submitted a proposed interlocal agreement with a proposed distribution of the local option fuel tax.

(5) On July 14, 2016, the COUNTY adopted Resolution R2016-93 which purported to determine the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes.

(6) On August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax.

(7) Pursuant to §336.025(4)(a), Florida Statutes, the proceeds of said tax may be distributed among the County and the municipalities located therein based upon a resolution that adopts the tax distribution proportions.

(8) On November 9, 2016, the City identified street rehabilitation projects in Groups 7, 8 and 9 within the City of Pensacola.

(9) The County adopted a motion to distribute the proceeds from the local option fuel tax pursuant to § 336.025(4)(a), Florida Statutes at its regular Board meeting on February 16, 2017 with a formula of 84.04% for Escambia County, 15.15% for the City of Pensacola and .81% for the Town of Century in order to resolve the pending proceedings.

(10) On March 10, 2017, the City awarded to Roads of Northwest Florida, Inc. a contract for Bid #17-007 for FY 2017 Street Rehabilitation for Group 7 in the sum of $2,693,298.02.

(11) On March 10, 2017, the City awarded to MidSouth Paving, Inc. a contract under Bid #17-008 for FY 2017 Street Rehabilitation Group 8 in the sum of $1,896,310.00.

(12) On February 28, 2017, the City awarded to MidSouth Paving, Inc. a contract under Bid #17-009 for FY 2017 Street Rehabilitation Group 9 in the sum of $1,744,394.00.

(13) It is the City's position that these paving contracts were not done to induce the County to settle this matter.

(14) The County's position is that the paving contracts are a substantial factor in its settling this matter.

(15) The parties have agreed to distribute the proceeds through December 31, 2026, pursuant to Section 336.025(4)(a), Fla. Stat., as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %.

(16) The Parties have concluded it is in the best interest of the citizens of the COUNTY and the CITY to enter into this binding Stipulated Settlement Agreement to settle this matter related to the distribution of the local option fuel tax.

(17) The PARTIES met and have discussed and negotiated in good faith to resolve their differences regarding the distribution.

(18) All PARTIES now wish to resolve all pending appeals and challenges in the above-styled cause.

ACCORDINGLY, in consideration of the above-stated Recitals, the receipt and sufficiency of which are acknowledged by the PARTIES hereto, the PARTIES agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Stipulated Settlement Agreement.

SECTION 2. OBLIGATIONS OF THE COUNTY. As a condition precedent to the dismissal of this appeal, the Parties agree to do the following:

(1) Within ten (10) business days or its next regular meeting, whichever is sooner, from the effective date of this Stipulated Settlement Agreement, COUNTY agrees to repeal and replace, or modify Resolution R2016-93 in form and text the same as that draft resolution attached to and incorporated in this Stipulated Settlement Agreement as Exhibit "A." This new resolution shall be adopted pursuant to Section 336.025(4)(a), Fla. Stat., and shall be the instrument through which the local option fuel tax distribution proportions are being recalculated for the period of September 1, 2016, through December 31,

2026, based on the transportation expenditures of the Parties of the immediately preceding 5 years.

(2) Within ten (10) business days from the effective date of this Stipulated Settlement Agreement, COUNTY agrees to send written notice to the Office of General Counsel, State of Florida Department of Revenue providing that office notice (a) the COUNTY and CITY have in fact entered into this Stipulated Settlement Agreement, (b) stating the new distribution percentages as set forth in the resolution to be adopted pursuant to Section 336.025(4)(a), Fla. Stat., and (c) stating that the distribution percentages have or will be set forth in a resolution that supersedes those distribution percentages previously transmitted by the COUNTY to the State of Florida Department of Revenue.

SECTION 3. NOTICE OF VOLUNTARY DISMISSAL OF PETITIONS WITH PREJUDICE; RELEASE OF FUNDS FROM ESCROW. Upon completion and execution of all items set forth in Section 2 hereof, CITY agrees to immediately file a Notice of Voluntary Dismissal with Prejudice and request to relinquish jurisdiction to the Administration Commission with the Division of Administrative Hearings and the Administrative Law Judge in *City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida*, DOAH Case No. 17-0627. The Parties agree to request that the Administration Commission likewise issue an order closing the file. Upon issuance of such an order by the Administration Commission, the Parties agree that the moneys now held in escrow by the Clerk of Court may be released in accordance with the percentages agreed to in the draft resolution attached hereto as Exhibit "A."

SECTION 4. DEPARTMENT OBLIGATIONS. Upon relinquishment of the administrative proceeding referenced in Recital 4 hereof by the Division of Administrative Hearings to the Department, the Department agrees, subject to normal procedures, to issue a final order dismissing this matter and closing the file.

SECTION 5. COOPERATION. Neither Party nor entity referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Stipulated Settlement Agreement. The Parties agree to jointly file a motion to extend the time for compliance with the Initial Order dated January 27, 2017, filed in this cause.

SECTION 6. RECORDATION OF AGREEMENT; EFFECTIVE DATE. This Stipulated Settlement Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County and recorded in the Public Records of Escambia County, Florida.. The County shall be responsible for filing and recording the Agreement with the Clerk.

SECTION 7. RELEASE OF CURRENT CLAIMS FOR SANCTIONS, ATTORNEYS' FEES, COSTS, OR OTHER LOSSES. In consideration for execution of this Stipulated Settlement Agreement, the COUNTY and the CITY hereby mutually release and forever discharge each other, and their past and present agents, successors, assigns, and any and all persons or entities claiming through them, from any and all claims, demands, actions, and defenses, inlaw or equity, known or unknown, including claims for damages and injunctive relief that

were or could have been brought or sought in this case involving the facts and issues raised by the pleadings filed in this case, and each party agrees to bear its own expenses, including attorney's fees and costs incurred in this case. Notwithstanding the foregoing, no party is release from its rights or obligations under this Agreement.

SECTION 8. ENFORCEMENT. The Parties agree that each retains all statutory and legal or equitable remedies, including mandamus and specific performance to enforce this settlement agreement, and nothing contained in this Stipulated Settlement Agreement shall be construed as a waiver of any lawful right of enforcement. The Parties further agree that venue for any such suit to enforce the terms of this Stipulated Settlement Agreement shall be by suit in the Circuit Court of the First Judicial Circuit of Florida. The Parties further agree that the terms of Section 336.025, Fla. Stat., shall control as to the distribution of and expenditure of the local option fuel tax by each Party to this Stipulated Settlement Agreement.

SECTION 9. BINDING UPON SUCCESSORS. This Stipulated Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, parent corporations, subsidiaries affiliates, representatives, and assigns.

SECTION 10. REPRESENTATION OF AUTHORITY TO BIND THE PARTIES. Each Party represents that they have all right, power, and authority to bind the public entity for which he/she purports to act, and that all conditions precedent necessary to bind the Party have occurred..

SECTION 11. RIGHTS OF BOND HOLDERS. It is in the interests of the Parties hereto that under no circumstances shall this Stipulated Settlement Agreement materially or adversely affect the rights of holders of outstanding bonds of the COUNTY, CITY, or the Town of Century which are backed by fuel taxes authorized by Section 336.025, Florida Statutes, nor shall the amounts distributed to the COUNTY and each municipality be reduced below the amount necessary for their payment of principal and interest and reserves for principal and interest required under the covenants of any bond resolution outstanding on the date of this Stipulated Settlement Agreement's establishment.

SECTION 12. LIABILITY. Subject to any claim of sovereign immunity provided by §768.28, Florida Statutes, each Party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement.

SECTION 13. RECORDS. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

SECTION 14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.

SECTION 15. NOTICES. All notices required or made pursuant to this Agreement by either Party shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:
County Administrator
Escambia County
221 South Palafox Place
Ste. 420
Pensacola, Florida 32502

To the City:
Mayor
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Stipulated Settlement Agreement on the date first above written.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners

By:_____
Doug Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

CITY:
THE CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

Date: March 27, 2017

ATTEST: ~~Erica~~ Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney

EXHIBIT "A"

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR THE DISTRIBUTION SHARES OF THE SIX (6) CENT LOCAL OPTION FUEL TAX FOR THE PERIOD OF TEN (10) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2016; REPEALING RESOLUTION NO. R2016-93; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §336.025, Florida Statutes, authorizes Escambia County to impose a one (1) cent, two (2) cent, three (3) cent, four (4) cent, five (5) cent, or six (6) cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and,

WHEREAS, on June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016; and,

WHEREAS, pursuant to that notification, the default formula was used and the previous five (5) years' transportation expenditures were used for the distribution formula; and,

WHEREAS, monies received from the local option fuel tax authorized by §336.025, Florida Statutes, shall be utilized for specific transportation expenditures as defined under Section 336.025(7), Florida Statutes; and

WHEREAS, pursuant to the authority granted in §336.025(1)(a)(3), Florida Statutes, the Board of County Commissioners on July 23, 2015, enacted Ordinance 2015-26 to renew and extend the six (6) cent local option fuel tax from September 1, 2016 through December 31, 2026; and

WHEREAS, on July 14, 2016, the COUNTY adopted Resolution R2016-93 which determined the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes; and,

WHEREAS, on August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax; and,

WHEREAS, the City has awarded contracts for street rehabilitation and repaving in Groups 7, 8 and 9 in the City of Pensacola; and

WHEREAS, the parties have entered into a Stipulated Settlement Agreement that provides for the distribution of the proceeds of the local option fuel tax among the County and the municipalities located therein based upon Section 336.025(4)(a), Fla. Stat.; and,

WHEREAS, in order to accomplish this modified distribution, the COUNTY has agreed to modify and repeal Resolution R2016-93; and,

WHEREAS, in accordance with the terms of the Stipulated Settlement Agreement and Section 336.025(4)(a), Fla. Stat., the proceeds shall be distributed as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %; and

WHEREAS, by means of this resolution and an accompanying letter, the Florida Department of Revenue is to be informed of the modification of the distribution formula to be effective September 1, 2016.

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

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

SECTION 2. This resolution shall take effect immediately upon adoption by the Board of County Commissioners. Board Resolution No. R2016-93 dated July 14, 2016 is hereby repealed and replaced with this Resolution.

SECTION 3. Consistent with the Stipulated Settlement Agreement entered into with the City of Pensacola that is attached to and incorporated in that Stipulated Settlement Agreement with the City in City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida, and in accordance with Section 336.025(4)(a), Fla. Stat., the Board of County Commissioners hereby finds that beginning September 1, 2016, and continuing through December 31, 2026, the proceeds of this tax shall be distributed as follows:

Escambia County — 84.04%
City of Pensacola — 15.15%
Town of Century — 0.81%

SECTION 4. The Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to the State Department of Revenue.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Doug Underhill, Chairman

ATTEST: *Pam Childers*
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR THE DISTRIBUTION SHARES OF THE SIX (6) CENT LOCAL OPTION FUEL TAX FOR THE PERIOD OF TEN (10) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2016; REPEALING RESOLUTION NO. R2016-93; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §336.025, Florida Statutes, authorizes Escambia County to impose a one (1) cent, two (2) cent, three (3) cent, four (4) cent, five (5) cent, or six (6) cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and,

WHEREAS, on June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016; and,

WHEREAS, pursuant to that notification, the default formula was used and the previous five (5) years' transportation expenditures were used for the distribution formula; and,

WHEREAS, monies received from the local option fuel tax authorized by §336.025, Florida Statutes, shall be utilized for specific transportation expenditures as defined under Section 336.025(7), Florida Statutes; and

WHEREAS, pursuant to the authority granted in §336.025(1)(a)(3), Florida Statutes, the Board of County Commissioners on July 23, 2015, enacted Ordinance 2015-26 to renew and extend the six (6) cent local option fuel tax from September 1, 2016 through December 31, 2026; and

WHEREAS, on July 14, 2016, the COUNTY adopted Resolution R2016-93 which determined the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes; and,

WHEREAS, on August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax; and,

WHEREAS, the City has awarded contracts for street rehabilitation and repaving in Groups 7, 8 and 9 in the City of Pensacola; and

WHEREAS, the parties have entered into a Stipulated Settlement Agreement that provides for the distribution of the proceeds of the local option fuel tax among the County and the municipalities located therein based upon Section 336.025(4)(a), Fla. Stat.; and,

WHEREAS, in order to accomplish this modified distribution, the COUNTY has agreed to modify and repeal Resolution R2016-93; and,

WHEREAS, in accordance with the terms of the Stipulated Settlement Agreement and Section 336.025(4)(a), Fla. Stat., the proceeds shall be distributed as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %; and

WHEREAS, by means of this resolution and an accompanying letter, the Florida Department of Revenue is to be informed of the modification of the distribution formula to be effective September 1, 2016.

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

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

SECTION 2. This resolution shall take effect immediately upon adoption by the Board of County Commissioners. Board Resolution No. R2016-93 dated July 14, 2016 is hereby repealed and replaced with this Resolution.

SECTION 3. Consistent with the Stipulated Settlement Agreement entered into with the City of Pensacola that is attached to and incorporated in that Stipulated Settlement Agreement with the City in City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida, and in accordance with Section 336.025(4)(a), Fla. Stat., the Board of County Commissioners hereby finds that beginning September 1, 2016, and continuing through December 31, 2026, the proceeds of this tax shall be distributed as follows:

Escambia County — 84.04%
City of Pensacola — 15.15%
Town of Century — 0.81%

SECTION 4. The Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to the State Department of Revenue.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: *Pam Childers*
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.
By/Title: Charles V. Peppler Deputy City Attorney
Date: 3-29-17

Escambia County
Clerk's Original

7/14/2016 #3

RESOLUTION R2016-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR A DISTRIBUTION FORMULA FOR THE LOCAL OPTION FUEL TAX; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016 (copy attached); and

WHEREAS, pursuant to that notification, the default formula was used and the previous five (5) years' transportation expenditures were used for the distribution formula; and

Not Agenda Backup
7/14/2016

WHEREAS, on July 23, 2015 the Board of County Commissioners reenacted a local option fuel tax ordinance to continue the six (6)-cent fuel tax collections effective September 1, 2016 through December 31, 2026 (copy attached); and

WHEREAS, the Board of County Commissioners again desires to use the statutory default formula as set forth pursuant to §336.025, Fla. Stat. and use the last five (5) years' transportation expenditures; and

WHEREAS, current CAFR numbers reflect an adjustment in the default formula is necessary and equate into a distribution formula of 92.20 % for Escambia County, 6.99 % for the City of Pensacola and .81 % for the Town of Century; and

WHEREAS, by means of this resolution and accompanying letter, the Florida Department of Revenue is informed of the distribution formula to be effective September 1, 2016.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. The Board of County Commissioners has determined the new distribution formula effective September 1, 2016 shall be:

92.20 %	Escambia County
6.99 %	City of Pensacola
.81 %	Town of Century

SECTION 3. That the Clerk shall forward a certified copy of this Resolution to the Department of Revenue, c/o Amy A. Barrow, Senior Management Analyst, Revenue Accounting Sub-process, Post Office Box 6609, Tallahassee, Florida 32314-6609.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 14th day of July 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

By: Kimberly McCord
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 7/14/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11984 **County Attorney's Report** **16. 2.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Request for an Attorney General's Opinion
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for an Attorney General's Opinion Concerning the Operation of a Correctional Facility Located Within the Jurisdictional Boundaries of an Adjoining County

That the Board authorize the County Attorney's Office to request an Attorney General's Opinion concerning the following questions:

1. May Escambia County operate a correctional facility on property that is located in an adjoining county with Escambia County Correctional Officers having the same limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

2. If no, may Escambia County enter into an Interlocal Agreement with the county and the designated chief correctional officer where the facility is located to authorize the County to operate a correctional facility in the adjoining county and grant Escambia County Correctional Officers the limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

BACKGROUND:

The County is considering the feasibility of leasing certain real property located in Santa Rosa County known as the *Berrydale Forestry Camp* from the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, for the purpose of temporarily housing displaced Escambia County inmates until such time as the new jail facility is completed. In the absence of any direct legal authority, the County Attorney's Office is requesting an opinion from the Office of the Attorney General as to whether Escambia County may operate a correctional facility within the jurisdictional boundaries of an adjoining county and whether Escambia County Correctional Officers would have the same authority to perform their duties within the facility if located in another jurisdiction.

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

Draft Letter to AGO

April 6, 2017

Honorable Pamela Bondi
Attorney General
Department of Legal Affairs
The Capitol PL01
Tallahassee, FL 32399-1050

Re: Request for Attorney General's Opinion

Dear Ms. Bondi:

On behalf of the Escambia County Board of County Commissioners, I am writing to respectfully request your opinion concerning the following questions:

1. May Escambia County operate a correctional facility on property that is located in an adjoining county with Escambia County Correctional Officers having the same limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

2. If no, may Escambia County enter into an Interlocal Agreement with the county and the designated chief correctional officer where the facility is located to authorize the County to operate a correctional facility in the adjoining county and grant Escambia County Correctional Officers the limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

As background, on October 1, 2013, the County assumed responsibility for the operation of the Escambia County Correctional System, which was previously operated by the Escambia County Sheriff. On April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD). The following day, a fatal explosion occurred in the CBD, which destroyed the facility. Two inmates were killed and dozens were injured during the blast. All inmates housed in the CBD were immediately evacuated and eventually relocated to other detention facilities in Escambia, Santa Rosa and Walton counties.

Since then, the County has incurred significant expense housing hundreds of inmates in neighboring counties at a cost of more than $500,000 per month. The County is currently in the process of procuring a design-build entity to construct a new jail facility in Escambia County that will accommodate the County's inmate population. The completion date of the new facility is not anticipated until 2020, and the County's budget will not sustain the current cost of temporarily housing hundreds of inmates at a per diem rate per inmate in other jurisdictions.

Given the anticipated budget shortfall, the County is considering the feasibility of leasing certain real property located in Santa Rosa County known as the *Berrydale Forestry Camp* from the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, for the purpose of temporarily housing displaced Escambia County inmates until such time as the new jail facility is completed. This facility is currently managed by the Florida Department of Corrections and was utilized as a state-operated detention facility until January of

DRAFT

2017. As lessee, Escambia County would be wholly responsible for any and all costs to lease and operate the facility, and the County would remain fully liable for injury or damage that may arise out of the operation of the facility to the exclusion of the lessor, Santa Rosa County or the Santa Rosa County Sheriff.

As part of the analysis, it is relevant to note the limited authority that would be exercised by the County's correctional officers within the facility in contrast to the relatively broad authority generally conferred upon law enforcement officers, who are clothed with sovereign power. As defined by statute, a correctional officer's primary responsibility is the "supervision, protection, care, custody, and control or investigation of inmates *within a correctional institution.*" See §943.10(2), Florida Statutes. A law enforcement officer is vested with the authority to bear arms and make arrests and whose primary responsibility is the prevention and detection of crime or the enforcement of laws of the state. See §943.10(1), Florida Statutes.

The Attorney General previously discussed the respective authority of correctional officers and law enforcement officers in the context of determining whether the former is an "officer" within the scope of the dual office holding prohibition. See Ops. Att'y Gen. Fla. 98-31 (1998). Unlike law enforcement officers, a correctional officer is not clothed with any sovereign power or prescribed independent authority of a governmental nature when executing his or her duties. "Rather, correctional officers have only been authorized to arrest any convict who has escaped or any person who, without authority, interferes with or interrupts the work of a prisoner or the discipline or good conduct of a prisoner…" As such, while a law enforcement officer is an "officer," this Office concluded that the nature of the powers and duties of a correctional officer constituted an employment rather than an office.

In light of this distinction, the question arises as to whether a correctional officer under the employ of one county may execute his or her duties within the confines of a correctional facility that is located within the jurisdictional boundaries of another county. This inquiry raises the somewhat related question of whether one county may operate a correctional facility in another jurisdiction.

Under Florida law, an inmate may be sentenced to the jail of another county when there is no jail suitable for confinement in the county in which the offense was committed. See §950.01, Florida Statutes. Following sentencing, when necessary for the safety of an inmate or when a facility fails to meet the minimum standards, inmates may be removed to the jail of another county. See §950.02 and §950.23(6), Florida Statutes. Further, pursuant to §950.001, Florida Statutes, any combination of two or more counties may establish a regional jail that shall be supervised and managed by a board consisting of one county commissioner and the sheriff from each participating county with the inmates of two or more participating counties housed at in a single facility that may employ personnel from the jails of the participating counties.

These provisions, which authorize housing inmates in other jurisdictions and the operation of regional jail facilities, appear to contemplate the need for greater flexibility in order for counties to provide adequate inmate housing with limited resources in the most cost efficient and effective manner. However, it is unclear whether a county may solely operate a jail facility to temporarily house inmates in an adjoining county with the county's

correctional officers exercising the same limited authority within the facility as defined by statute.

Therefore, on behalf of the Escambia County Board of County Commissioners, I respectfully request an opinion on the following: 1) May Escambia County operate a correctional facility on property that is located in an adjoining county with Escambia County Correctional Officers having the same limited authority to perform their duties, as defined in §943.10(2), Florida Statutes? 2) If no, may Escambia County enter into an Interlocal Agreement with the county and the designated chief correctional officer where the facility is located to authorize the County to operate the facility and grant Escambia County Correctional Officers the limited authority to perform their duties, as defined in §943.10(2), Florida Statutes?

Please contact me if you should require any additional information or clarification. Thank you for your kind attention to this matter.

Respectfully submitted,

Alison P. Rogers
Escambia County Attorney

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11993 **County Attorney's Report** **16. 3.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Proposed Senate Bill for the Escambia County Fee Simple Lease Transfer Act
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Proposed Senate Bill for the Escambia County Fee Simple Lease Transfer Act

At the request of Commissioner Grover Robinson, that the Board approve the attached Senate Bill's new language as sponsored by Senator Marco Rubio for the Santa Rosa Island fee simple bill cited as the "Escambia County Fee Simple Lease Transfer Act."

BACKGROUND:

The Board has previously supported a federal bill to amend the deed for Santa Rosa Island to allow the option of fee simple conveyances. Senator Marco Rubio is willing to sponsor the attached Senate Bill which includes some language changes from previous bills. Also attached for reference are previous resolutions on this subject.

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

Proposed Senate Bill

Resolution R2015-45

115TH CONGRESS
1ST SESSION

S. _____

To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

IN THE SENATE OF THE UNITED STATES

Mr. RUBIO introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

To authorize Escambia County, Florida, to convey certain property that was formerly part of Santa Rosa Island National Monument and that was conveyed to Escambia County subject to restrictions on use and reconveyance.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Escambia County Fee Simple Lease Transfer Act".

SEC. 2. DEFINITIONS.

In this Act:

(1) COUNTY.—The term "County" means Escambia County, Florida.

(2) NON-FEDERAL LAND.—The term "non-Federal land" means the former Santa Rosa Island National Monument land in the State that was conveyed by the United States to the County under the Act of July 30, 1946 (60 Stat. 712, chapter 699), and by deed dated January 15, 1947.

(3) STATE.—The term "State" means the State of Florida.

SEC. 3. RECONVEYANCE OF NON-FEDERAL LAND TO ESCAMBIA COUNTY, FLORIDA.

(a) IN GENERAL.—Notwithstanding the restrictions on conveyance in the Act of July 30, 1946 (60 Stat. 712, chapter 699), and the deed to the non-Federal land from the United States to the County dated January 15, 1947, and subject to subsections (c) through (g), the County may convey all right, title, and interest of the County in and to the non-Federal land or any portion of the non-Federal land, to any person or entity, without any restriction on conveyance or reconveyance imposed by the United States in that Act or deed.

(b) EFFECT ON LEASEHOLD INTERESTS.—No person or entity holding a leasehold interest in the non-Federal land as of the date of enactment of this Act shall be re-

quired to involuntarily accept a fee interest to the non-Federal land in place of the leasehold interest in the non-Federal land.

(c) CONVEYANCE OF LAND WITHIN SANTA ROSA COUNTY, FLORIDA.—

(1) IN GENERAL.—As a condition of the authority granted to the County to convey the non-Federal land under subsection (a), all right, title, and interest of the County in and to any portion of the non-Federal land that is within the jurisdictional boundaries of Santa Rosa County, Florida, shall be conveyed by the County to Santa Rosa County, Florida, by the date that is 2 years after the date of enactment of this Act.

(2) REQUIREMENTS.—A conveyance under paragraph (1) shall—

(A) be absolute;

(B) terminate—

(i) any subjugation of Santa Rosa County, Florida, to the County; or

(ii) any regulation of Santa Rosa County, Florida, by the County; and

(C) be without consideration, except that the County may require Santa Rosa County, Florida, to pay the actual costs associated with

the conveyance of the non-Federal land to Santa Rosa County, Florida.

(3) ASSUMPTION OF OWNERSHIP; IMPOSITION OF RESTRICTIONS.—On conveyance of the non-Federal land to Santa Rosa County, Florida, under paragraph (1), Santa Rosa County, Florida—

(A) shall assume ownership of the non-Federal land free of the restrictions on the non-Federal land described in subsection (g); and

(B) may establish any lawful restrictions on, or criteria for the reconveyance of, the non-Federal land to any leaseholder of the non-Federal land.

(4) RECONVEYANCE.—Santa Rosa County, Florida, or any other person to whom Santa Rosa County, Florida, reconveys the non-Federal land may reconvey the non-Federal land or any portion of the non-Federal land conveyed to Santa Rosa County, Florida, under paragraph (1).

(d) INCORPORATION OR ANNEXATION.—An owner or leaseholder of the non-Federal land conveyed under this section may pursue incorporation, annexation, or any other governmental status for the non-Federal land, if the owner or leaseholder complies with the legal conditions re-

quired for incorporation, annexation, or the other governmental status.

(e) JURISDICTION.—The non-Federal land shall be subject to the jurisdiction of the county or unit of local government in which the non-Federal land is located.

(f) PROCEEDS.—Any proceeds from the conveyance of the non-Federal land by the County or Santa Rosa County, Florida (other than amounts paid for the direct and incidental costs associated with the conveyance) under this section shall—

(1) be considered to be windfall profits; and

(2) revert to the United States.

(g) PRESERVATION.—As a condition of the grant of the authority to convey the non-Federal land under subsection (a), the County shall preserve in perpetuity the areas of the non-Federal land that, as of the date of enactment of this Act, are dedicated for conservation, preservation, public recreation access, and public parking, in accordance with any resolutions of the Board of Commissioners of the County.

(h) DETERMINATION OF COMPLIANCE.—The County and Santa Rosa County, Florida—

(1) except as provided in subsection (e)(1), shall not be subject to a deadline or requirement to make

any conveyance or reconveyance of the non-Federal land authorized under this section; and

(2) may establish terms for the conveyance or reconveyance of the non-Federal land authorized under this section, subject to this Act and applicable State law.

Escambia County
Clerk's Original

4/9/2015 CAT I-1

RESOLUTION NUMBER R2015-45

A RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SUPPORTING HOUSE BILL HR1452 AND SENATE BILL S770 TO CONVEY TO SANTA ROSA COUNTY CERTAIN PROPERTY THAT WAS FORMERLY PART OF SANTA ROSA ISLAND NATIONAL MONUMENT AND THAT WAS CONVEYED TO ESCAMBIA COUNTY SUBJECT TO RESTRICTIONS ON USE AND RECONVEYANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 4/14/2015 Verified By: J. Caruso

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, Escambia County supports the conveyance of the easternmost four miles of property of Santa Rosa Island (Navarre Beach) to Santa Rosa County pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, House Bill HR 1452 has been filed by Congressman Jeff Miller and Senate Bill S770 has been filed by Senator Marco Rubio; and

WHEREAS, on November 18, 2010 and January 20, 2011 the Escambia County Board of County Commissioners enacted Joint Resolutions (attached R2010-214 and R2011-20) with Santa Rosa County which requested Congressional sponsorship of a bill that would amend the federal deed regarding property on Santa Rosa Island; and

WHEREAS, Escambia County resolves that it would be in the interests of the public to release the restrictions on conveyance to facilitate transfer of Escambia

County's interest to Santa Rosa and other persons and entities having leasehold interest on Santa Rosa County.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. Escambia County supports and requests that the said bill be duly enacted into law.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Section 4. The Clerk of the Board of the Escambia County Board of County Commissioners shall furnish a certified copy of this Resolution to Senator Bill Nelson, Senator Marco Rubio and Congressman Jeff Miller immediately upon its adoption.

ADOPTED this 9th day of April 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Date Executed
4/14/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:
Date: 4/2/15

Escambia County
Clerk's Original
11/18/2010 CAT 1-2

RESOLUTION R2010-214 (Escambia County)

RESOLUTION 2010-39 (Santa Rosa County)

A JOINT RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE SUPPORT OF CONGRESSMAN JEFF MILLER AND SENATOR BILL NELSON TO RELEASE CERTAIN RESTRICTIONS ON CONVEYANCE FOR PROPERTY ON SANTA ROSA ISLAND; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: M. Nacastrom
Date: 11/19/10

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, currently the deed recites that the property shall "always be subject to regulation by said County whether leased or not leased but never to be otherwise disposed of or conveyed"; and

WHEREAS, Santa Rosa County has an interest in the easternmost four miles of the property conveyed to Escambia County (Navarre Beach) pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, the Lease Agreement contemplates that Escambia County will convey Navarre Beach to Santa Rosa County and that the parties will cooperate "in obtaining such conveyance and congressional and legislative approval therefore" and a 1993 Resolution of the Escambia County Board of County Commissioners assures the same; and

WHEREAS, Escambia County and Santa Rosa County agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island; and

WHEREAS, the counties wish to express their intent to cooperate in drafting proposed legislation to release the restriction on conveyances and developing a process to convey Escambia County's interest to Santa Rosa County and persons and entities with a leasehold interest on Santa Rosa Island, and to request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor federal legislation to release the restrictions on conveyance; and

WHEREAS, the counties intend such legislation to require the counties to preserve those areas on Pensacola Beach dedicated to conservation, preservation, public, recreation or access uses and preserve conservation, preservation, public, recreation or access uses on Navarre Beach which are consistent with Santa Rosa County's Navarre Beach Master Plan 2001 Update and preserve the parking areas at New Jersey Street, Tennessee Street, Louisiana Street, Indiana Street, and Georgia Street, all on Navarre Beach; and

WHEREAS, the counties further intend such legislation to prohibit the counties from conveying the subject property for a windfall and that any profits collected above costs would be required to be turned over to the federal government; and

WHEREAS, the counties further intend that such legislation remove any language in the deed seen as a potential prohibition to the option of incorporation by communities on Santa Rosa Island; and

WHEREAS, the counties will direct their respective staffs and attorneys to cooperate in drafting proposed language for the legislation; and

WHEREAS, each County, through its Board of County Commissioners, has considered this Resolution at public meetings of their respective Boards.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AND SANTA ROSA COUNTY, FLORIDA:

1. The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.

2. Escambia County and Santa Rosa County hereby request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor legislation to release the restriction on conveyances for property on Santa Rosa Island, which shall be mutually agreed upon and drafted by the counties.

3. Each County's staff and attorneys shall cooperate in drafting the legislation, which will be approved by each of the Boards at future public meetings and subsequently forwarded to Congressman Jeff Miller and Senator Bill Nelson for consideration with sponsorship requested for the upcoming Congressional session.

4. The Clerk of the Board of the Escambia County Board of County Commissioners shall furnish a certified copy of this Resolution to Congressman Jeff Miller and Senator Bill Nelson immediately upon its adoption and execution by both counties.

5. This Resolution shall become effective upon the date last adopted by each of the Boards of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the 18th day of November, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Date Executed

11/18/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

SEAL

Deputy Clerk

Approved as to form:

Escambia County Attorney

ADOPTED by the Santa Rosa Board of County Commissioners on the 10th day of November, 2010.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

Gordon Goodin, Chairman

ATTEST: MARY M. JOHNSON
Clerk of the Circuit Court

Deputy Clerk

Approved as to form:

Santa Rosa County Attorney

Escambia County
Clerk's Original
1/20/2011 CRT1-1

2011-000118 BCC
Jan. 20, 2011 Page 1

ESCAMBIA COUNTY RESOLUTION R2011 - 20
SANTA ROSA COUNTY RESOLUTION 2011 - 02

A JOINT RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT A BILL TO RELEASE CERTAIN RESTRICTIONS ON CONVEYANCE FOR PROPERTY ON SANTA ROSA ISLAND; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: M. Nacanchus
Date: 1/21/11

WHEREAS, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described in that deed recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, Santa Rosa County has an interest in the easternmost four miles of the property conveyed to Escambia County (Navarre Beach) pursuant to that certain Lease Agreement between the Santa Rosa Island Authority, an agency of Escambia County, Florida, and Santa Rosa County, Florida, dated February 11, 1956; and

WHEREAS, the Lease Agreement contemplates that Escambia County will convey Navarre Beach to Santa Rosa County and that the parties will cooperate "in obtaining such conveyance and congressional and legislative approval therefore" and a 1993 Resolution of the Escambia County Board of County Commissioners assures the same; and

WHEREAS, Escambia County and Santa Rosa County agree that it would be in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island; and

WHEREAS, Escambia County's Joint Resolution R2010-214 and Santa Rosa County's Joint Resolution R2010-39 together agree that it would be in the interests of both counties to release the

restrictions on conveyance to facilitate transfer of Escambia County's interest to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island.

WHEREAS, each County, through its Board of County Commissioners, has considered this Bill at public meetings of their respective Boards.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AND SANTA ROSA COUNTY, FLORIDA:

1. The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.

2. Escambia County and Santa Rosa County hereby request the support of Congressman Jeff Miller and Senator Bill Nelson to sponsor the attached proposed bill to allow for release of the restriction on conveyances for property on Santa Rosa Island, with such sponsorship requested for the upcoming Congressional Session or as soon thereafter as possible.

3. Escambia County and Santa Rosa County understand and agree that during the legislative process, it may be necessary to make changes, corrections or other amendments to the bill language and support such changes so long as the bill substantively accomplishes release of the restriction on conveyance of the subject property.

4. This Resolution shall become effective upon the date last adopted by each of the Boards of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the 20th day of January, 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman
Date Executed
1/20/2011

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

Approved as to form:

Escambia County Attorney

ADOPTED by the Santa Rosa Board of County Commissioners on the _13TH_ day of _January_, 2011.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

Lane Lychard, Chairman

ATTEST: MARY M. JOHNSON
Clerk of the Circuit Court

Clerk

Approved as to form:

Santa Rosa County Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12000 **County Attorney's Report** **16. 4.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: SC 25 Express Scanner Lease Agreement
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning SC 25 Express Scanner Lease Agreement for the Escambia County Development Services Department

That the Board take the following action:

A. Rescind the Board's prior action on August 18, 2016, awarding a Purchase Order for a 63 month lease to Harris Business Machines for the Development Services Department to lease an SC 25 Express Scanner in an annual amount of $1,579.08, in accordance with the Escambia County Code of Ordinances;

B. Approve the Lease Agreement (Number 25413793) with De Lage Landen Financial Services, Inc. for the Development Services Department to lease an SC 25 Express Scanner a 63 month term commencing on October 12, 2016, and authorize the County Administrator to execute the Agreement; and

C. Approve the issuance of a Purchase Order to De Lage Landen Financial Services, Inc. for the Development Services Department to lease an SC 25 Express Scanner for a 63 month term commencing on October 12, 2016, in an annual amount of $1,579.08 ($131.59) per month.

BACKGROUND:

By Board action on August 18, 2016, the Board previously approved a Recommendation from the Development Services Department awarding a Purchase Order to *Harris Business Machines* for the 63 month lease of an SC 25 Express Scanner in an annual amount of $1,579.08 ($131.59) per month.

Several months later, it was discovered that the Purchase Order was issued in the name of the wrong entity, and Development Services was unable to process payments to the named Lessor, *De Lage Landen Financial, Inc.* In addition, a corresponding Equipment

Lease Agreement was not properly executed or processed at the time the Purchase Order was awarded.

As of March 15, 2017, payments were in arrears in the amount of $732.95 to include monthly lease fees (11/15/16-3/15/17) of $657.95 and an initial documentation fee of $75.00. (The Lessor agreed to waive any accrued late fees.) In order to resolve the delinquency of the account in the most expeditious manner, the County Attorney's Office is requesting approval of the Lease Agreement and Purchase Order in the name of the Lessor.

BUDGETARY IMPACT:

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases.]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was reviewed and approved by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution of the Agreement and Purchase Order, the necessary documentation will be forwarded to the Clerk's Office with a request to immediately process a payment in the amount of $732.95.

Attachments

Lease Agreement

Purchase Order

Notice of Satisfaction Installation dated 10/7/16

Board Recommendation and Corresponding attachments dated 8/18/16

De Lage Landen Financial Services, Inc.

Lease Agreement

LESSEE

Full Legal Name				Phone Number
Escambia County				
Billing Address	City	State	Zip	Attention to:
3363 10 Park Place	Pensacola	FL	32105	
Send Email Invoice To:		Purchase Order Requisition Number		

EQUIPMENT

Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
Paradigm	SC25Express		1	

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment*	Plus Applicable Taxes
63	$131.69 *	Plus Applicable Taxes
	*	Plus Applicable Taxes

Lease Payment ☐ Includes / ☑ does NOT include maintenance/service/supplies (check one)

* Lease payment may be adjusted for up front sales tax.

Term of Lease in Months: 63

Payment Frequency: ☑ Monthly ☐ Quarterly ☐ Other

End of Lease Option: ☑ FMV ☐ 10% ☐ $1 ☐ Other

End of Lease Purchase Option shall be FMV unless another option is selected.

Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
	+		+		=	

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differ from the supplier's estimate. You agree to pay us a fee of $75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or $10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. **Term:** This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. **Title:** Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. **Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. **Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. **End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. **Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LESSEE SIGNATURE

You agree that this is a non-cancelable lease. The Equipment is: ☑ NEW ☐ USED

Signature	Date
Title: County Administrator	Print Name: Jack R. Brown
Legal Name of Corporation: Escambia County	

LESSOR

De Lage Landen Financial Services, Inc.
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (800) 735-3273 • FAX: (800) 776-2328

Commencement Date	Lease Number
10-12-16	25413793

Accepted By:

ACCEPTANCE

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature	Date	Print Name	Title

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignees or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.

Signature	Print Name	Date

Witness

Witness

Approved as to form and legal sufficiency.

By/Title:

Date: 3/24/17

08DEDOC243v10

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De Lage Landen Financial Services, Inc.

Lease Agreement

Lessee

Full Legal Name: Escambia County — Phone Number:

Billing Address: 3363 10 Park Place — City: Pensacola — State: FL — Zip: 32105 — Attention to:

Send Email Invoice To: — Purchase Order Requisition Number:

Equipment

Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
Paradigm	SC26Express		1	

Payment Information

Number of Lease Payments	Lease Payment*	Plus Applicable Taxes
63	$131.59	Plus Applicable Taxes
	*	Plus Applicable Taxes

Lease Payment ☐ includes / ☒ does NOT include maintenance/service/supplies (check one)

* Lease payment may be adjusted for up front sales tax.

Term of Lease in Months: 63

Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other

End of Lease Option: ☒ FMV ☐ 10% ☐ $1 ☐ Other

End of Lease Purchase Option shall be FMV unless another option is selected.

Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
	+		+		=	

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differ from the supplier's estimate. You agree to pay us a fee of $75.00 to reimburse our expenses for preparing documents, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or $10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are also as indicated by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are selling the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments and terms above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. If maintenance is included in the above box, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider other than the lessor of this Lease or make any promises or representations that alter our rights or your obligations under this Lease. You agree that you are expressly prohibiting any rights arising from such Provider's inability to deliver such Service, repair any deficiencies, updates, upgrades, updated installation, such Provider's financial condition or the inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer this Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of this insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: (a) you fail to pay a Lease payment or any other amount when due; or (b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per quarter, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine. If one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease Options, Renewal, Purchase Options, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner; and (c) if location was designated, if you fail to notify us, or if you do not b) purchase or (c) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If upon vesting requires a written consent, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any enhancement title in the Software. If licensor consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of those rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease may include an Addendum ("Addendum") as deemed to be preferred in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to take any and all further and remedies granted to you under UCC Sections 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you which manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as best evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

FL

Plan

Lessee Acceptance

You agree that this is a non-cancelable lease. The Equipment is: ☒ NEW ☐ USED

Signature: — Date:

Title: County Administrator — Print Name: Jack R. Brown

Legal Name of Corporation: Escambia County

Lessor

De Lage Landen Financial Services, Inc.
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (800) 776-3273 • FAX: (800) 776-2828

Commencement Date: 10-12-16 — Lease Number: 2541393

Accepted By:

Supplier Affirmation

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: — Date: — Print Name: — Title:

Guaranty

I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and construed in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.

Signature: — Print Name: — Date:

080ED0C249v10

Witness

Witness

Approved as to form and legal sufficiency.

By/Title:

Date: 12/29/16

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PURCHASE ORDER NO. 171151

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
422619
DE LAGE LANDEN FINANCIAL SVCS INC
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

SHIP TO
DEVELOPMENT SERVICES
3363 WEST PARK PLACE
PENSACOLA, FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/27/17	BUYER: PAUL NOBLES	REQ. NO.: 17001277	REQ. DATE: 03/24/17
TERMS: NET 30 DAYS	F.O.B.: INSIDE DELIVERY / PREPAID	DESC.: CONTACT DENISE HALSTEAD W	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT DENISE HALSTEAD WITH ANY QUESTIONS.		
01	1.00	LOT	LEASE AGREEMENT FOR SC25XPRESS SCANNER BCC APPROVAL ON 04/06/2017	1579.0800	1,579.08

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	240302	54401	1,579.08	

PAGE TOTAL $	1,579.08
TOTAL $	1,579.08

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

SATISFACTORY INSTALLATION

HA[illegible]N
B[illegible]ESS
[illegible]INES, INC. since 1990....

Canon xerox KYOCERA pcs

Com[illegible]ame	Escambia County Development Services			
Del[illegible]dress	3363 w Park Place			
City, [illegible]p code	Pensacola	Fl	32505	
STAT[illegible]IP		IT CONTACT		
[illegible]	Drnise	contact #	850-595-3442	
[illegible]er:	H2604994	ID#	7490	
Equ[illegible]	Paradigm sc 25 xpress			
	Serial #		Serial #	
[illegible]roller	Serial #	dtvmxaa00160108ad09600	Serial #	
[illegible]t	Serial #		Serial #	
[illegible]on	Serial #		Serial #	
	Serial #		Serial #	
	Serial #		Serial #	
MET[illegible]NT:				
[illegible]ed:	10-7-16			
[illegible]p	Mark			
Cus[illegible] Sig[illegible]	[signature]			

[illegible]listed Operator Manuals and all applicable items have been delivered

[illegible]reby acknowledges receipt of the equipment described above. Accepts e[illegible]uipment as in good working condition and satisfactorily installed.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10713 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/18/2016
Issue: SC 25 Xpress Scanner Lease for Development Services Department
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning SC 25 Xpress Scanner Lease for the Escambia County Development Services Department - Horace Jones, Development Services Department Director

That the Board award a Purchase Order for a 63-month Lease Option to Harris Business Machines, for the Development Services Department, for an SC 25 XPress scanner for an annual amount of $1,579.08, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases]

BACKGROUND:

Our KIP 2200 scanner, which was purchased in 2005, has stopped working and could not be repaired. We obtained a used KIP scanner from the Engineering Department, but the software was outdated and the Information Technology Department could not get the software to work with Windows 7. The proposed replacement scanner is the SC 25 Xpress large format scanner. This scanner will be used to scan development review plans and surveys for uploading into the LiveLink document management system.

BUDGETARY IMPACT:

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases]

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest monthly cost was selected.

IMPLEMENTATION/COORDINATION:

The Development Services Department will coordinate with the Office of Purchasing to issue the necessary Purchase Order(s).

Attachments

Scanner Lease Info

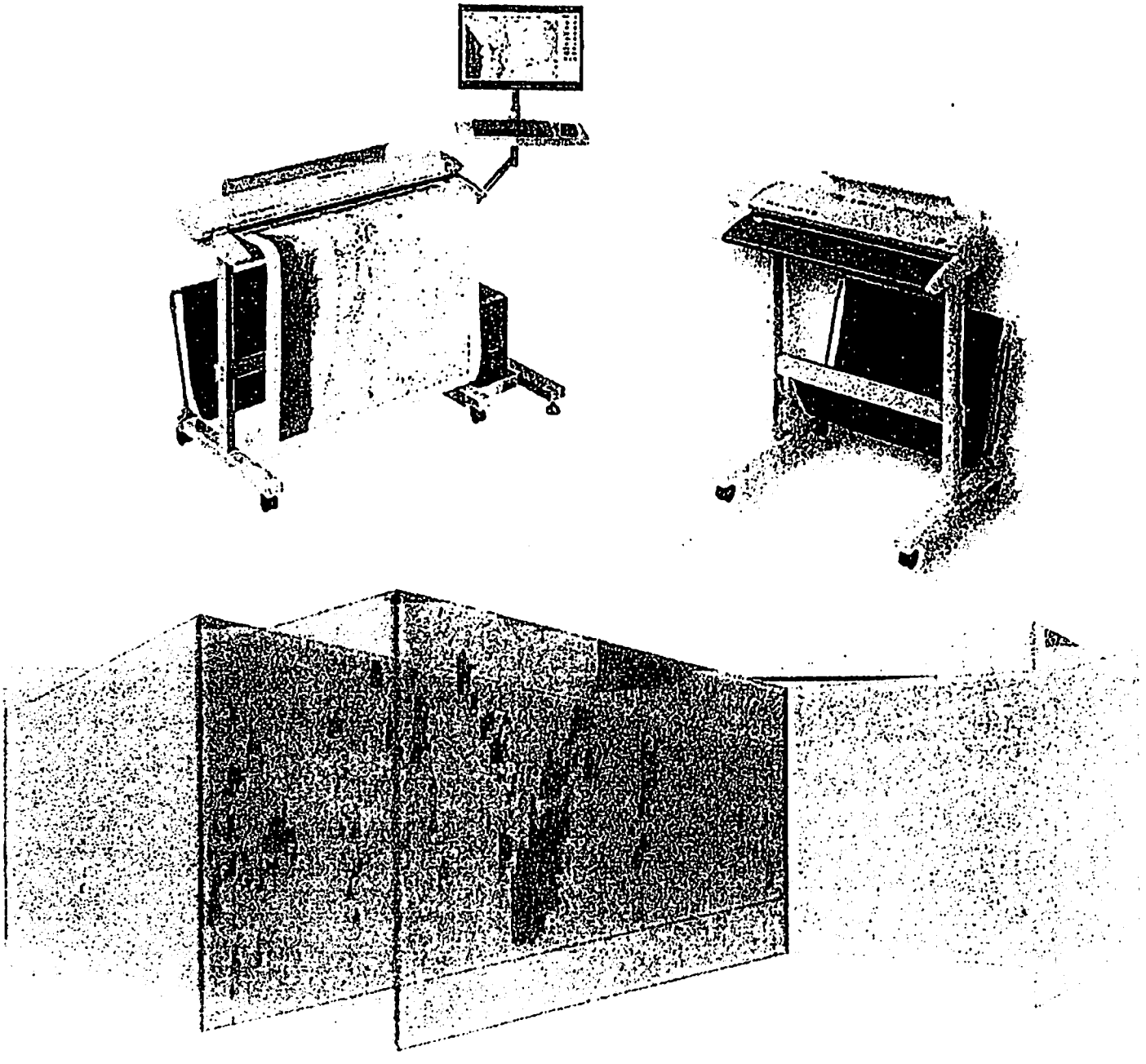
Email Backup

Development Services Department

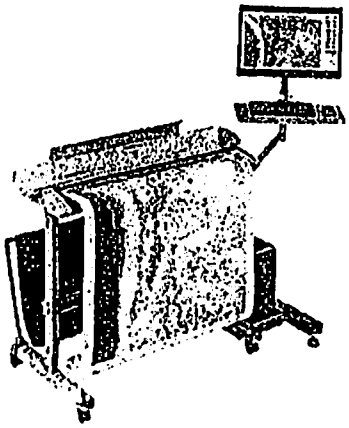
Large Format Scanner w/CPU

	Lease	Months	Total
Harris Business Machines	$186.66	39	$7,279.74
SmartLF SC 25 Xpress w/CPU	$160.92	48	$7,724.16
DeAnna Loftis 850-585-0097	$131.59	63	$8,290.17
CPC Office Technologies			
(formerly Copy Products)	$290.00	36	$10,440.00
KIP 720 Scanner w/CPU	$240.50	48	$11,544.00
Gregg Koontz 850-432-1580	$207.50	60	$12,450.00
Modular Document Solutions	$392.76	39	$15,317.64
KIP 720 Scanner w/CPU	$353.45	48	$16,965.60
Patrick May 850-863-2515	$293.54	63	$18,493.02

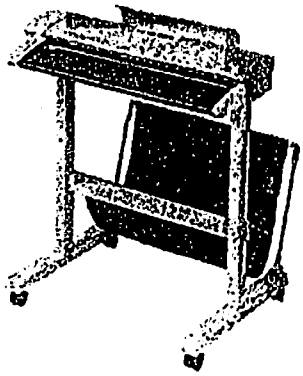
Escambia County
Development Services



Prepared by: DeAnna Loftis (850) 585 - 0097



Monthly Investment



Lease Payment

39 month lease $186.66 per month

48 month lease $160.92 per month

63 month lease $131.59 per month

$129 hour
Service call

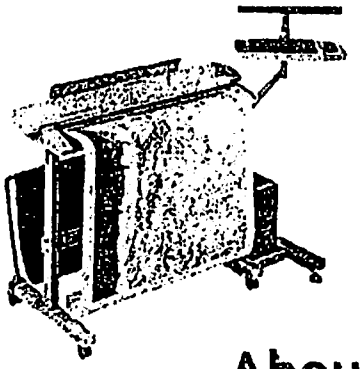
SC 25 Xpress Scanners Proposal Includes
SmartWorks TOUCH Software
Twain Driver
USB 3 cable
Power Cord

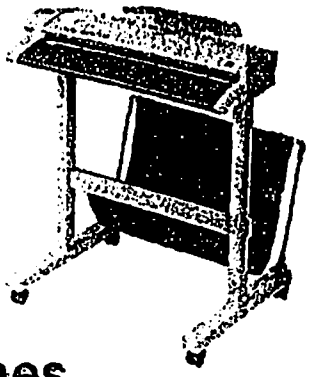
Full Size Keyboard & Mouse, 20" Widescreen Flat Panel Display
Floor stand including catch basket (DSize/A1) SC 25 Xpress Scanners
Floor Stand PC Mounting Option
Rocket II Scanner Controller Rocket Scanner Controller (4GB of RAM
500 GB hard drive
USB3 (2 ports)
USB2 (6 ports)
Gigabit Ethernet, Windows 7), 1 - year warranty & technical phone support.
Upgrade Rocket II Scanner Controller to have a 21.5" Touch Screen

NOTE: there is a promo running through the end of this month which include the 1 year On-Site Warranty FREE

No money down on lease option!

First payment not due 30 days after install



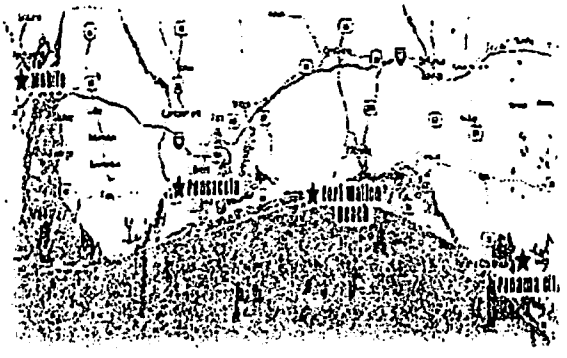


About Harris Business Machines

Locally owned and operated for over 25 years

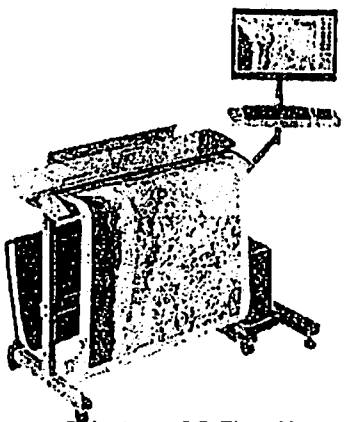
- Service calls:
- NO 1-800 #'s for service calls or billing questions
- 1.5 hour average response time for emergency calls
- 4 hour average response time for standard service calls
- GPS enabled company vehicles to assist in dispatching service calls efficiently
- Large inventory of parts in stock in each office and techs drive stocked vehicles

- Flexible billing plans that can be adjusted to reduce overage costs

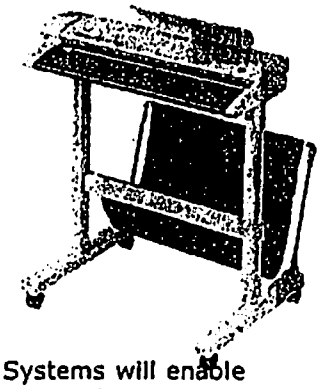


HARRIS
BUSINESS
MACHINES... since 1990

Information enclosed is confidential and proprietary. Promotions subject to change.
Proposals valid for 30 days unless otherwise stated.



About SC Flex Xpress



Colortrac SC Flex Xpress MFP Systems – Colortrac SC Flex Xpress MFP Systems will enable users to streamline their workflow and improve productivity by complementing their existing large format printer.

With higher quality imaging, higher scanning speed and SuperSpeed data transfer, the Colortrac SC Flex Xpress MFP Systems provide fast, high quality scans or copies of wide format maps, site plans, engineering drawings, blueprints, architectural renderings and many other technical documents.

Adjustable height stand allows the Flex Xpress to be paired with all most any inkjet printer in a "single footprint" configuration.

Single Sensor Technology

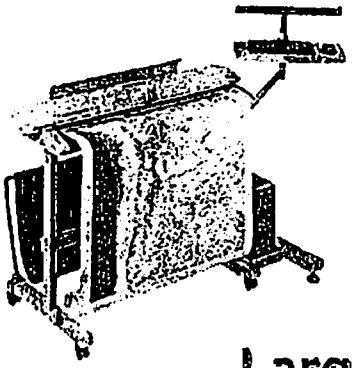
SingleSensor has the following advantages over its competitors using modular CIS technologies in separate rows:

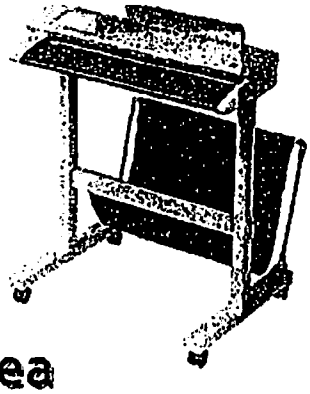
- **Perfect color consistency** - separate CIS modules can produce unwanted color bands
- **Perfect step-free images** - separate CIS modules can produce stepped scans
- **More accurate imaging** – paper bulges can form in between separated sensors

SingleSensor has the following advantages over CCD scanner technologies:

- **Perfect color consistency** - separate CCD modules can produce unwanted color bands
- **Better long-term camera alignment** - many CCD scanners require frequent re-calibration
- **Sharper images** - CCD technologies are not as sharp as SingleSensor at the same resolution
- **Lower cost** - CCD-based scanners are more expensive than SingleSensor technology
- **Easier maintenance** – CCD scanners have more parts than SingleSensor scanners

Colortrac SingleSensor scanners has many of the benefits of charge-coupled device (CCD) scanners that use more expensive cameras and lenses. By combining a custom-built, constant intensity, red, green and blue (RGB) LED lighting system right across the scanner width with angled self-focussing (SELFOC) lenses mounted on their own sensor strips, Colortrac has achieved another world first in SingleSensor.





Larger Document Staging Area

The new design incorporates a larger **face-up** staging platform to make loading documents into the scanner faster and easier. **SmartLF SC Xpress** is the first Colortrac scanner designed specifically to auto-size documents face-up in the centre of the scanner, a change which helps the operator to see what they are scanning and also to load creased documents more effectively. For documents conforming to standard drawing sheet sizes (manual mode) the scanner can accept media side & center using SmartWorks Pro or at the side only using the SmartWorks TOUCH software. The straight-through paper path of **SmartLF SC Xpress** has a maximum media width of 38 inches (96.5cm) and accepts documents up to 0.08 inches (2 mm) in thickness. This is more than enough to meet the requirements of AEC, CAD, GIS and the majority of work done by copy shop or service bureaux.

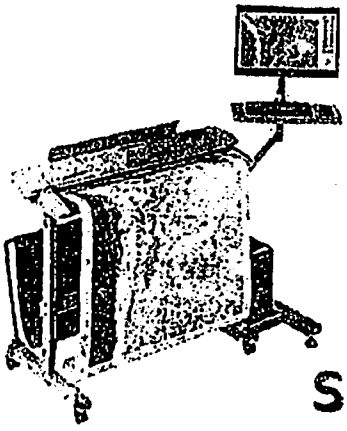
SmartWorks TOUCH Scan/Copy/Email

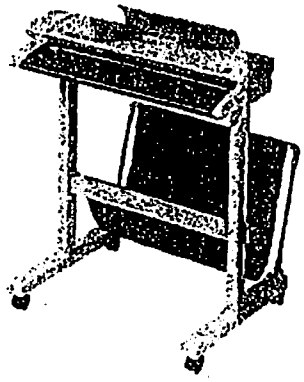
Colortrac SmartLF SC25 scanners include the NEW! SmartWorks TOUCH Scan/Copy/Email software that combines wide format scanning and copying in one very easy to use program and has full compatibility with wide format printers through standard Windows drivers. SmartWorks TOUCH is optimized for use with touch-screen monitors using a simple, intuitive user interface suitable for general office use.

Dynamic Document Feed

The **SmartLF SC Xpress SingleSensor** allows the use of a simplified arrangement of rollers to ensure that the document always stays in contact with the optics. Driven rollers either side of the optical path and an active soft pressure roller running the full length of the SingleSensor allow the scanner to dynamically respond and actively work against the optical disturbances caused by document lift and paper creasing. This technology ensures that delicate or fragile media such as newspaper and old blueprints can be safely and accurately scanned without problem.

Information enclosed is confidential and proprietary. Promotions subject to change.
Proposals valid for 30 days unless otherwise stated.





SuperSpeed PC Interface

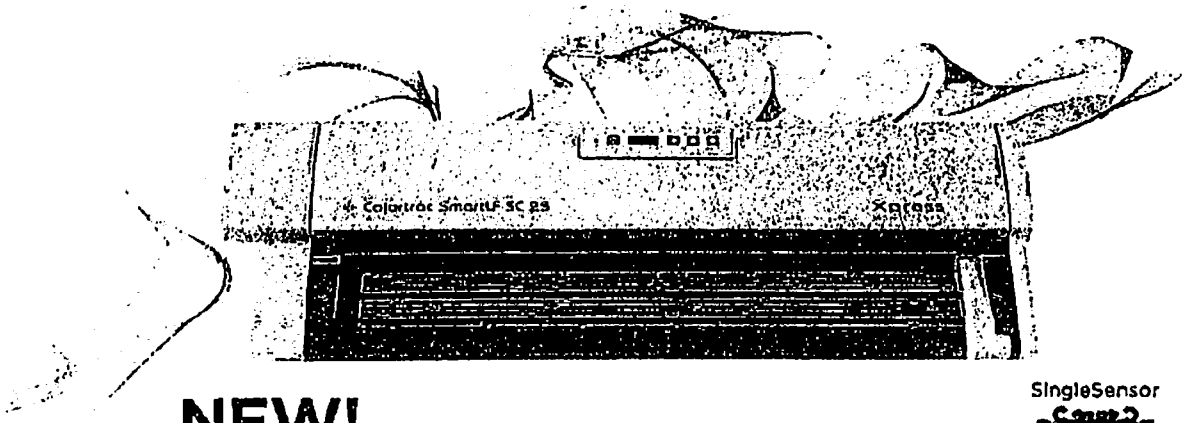
The SmartLF SC Xpress large format scanner series are the first scanners to incorporate the new **SuperSpeed USB 3.0 digital interface.** With a dramatic x10 increase in the internal data transfer rates, the new USB 3.0 interface works at up to 5Gb/sec. In terms of speed of scan data saved to the computer this represents more than double the previous rate of 28MB/sec (USB2) to 65 -85 MB/sec for USB3 depending on computer manufacturer. SuperSpeed USB 3.0 is unique to Colortrac and allows the SmartLF SC XPress scanner to work at full speed using higher resolutions on wider documents than ever before. For those without a USB3 equipped computer SmartLF SC Xpress enhanced USB2 circuitry achieves a 25% improvement in data speed (35MB/sec) above the previously recognised industry average transfer rate of 28MB/sec for a normal USB2 equipped pc.

Higher data transfer gives the SmartLF SC Xpress operator the freedom to scan wider and at higher resolutions without affecting productivity. If you have large amounts of archiving then SmartLF SC Xpress is the perfect solution.

Colortrac
Our Business Is Your Image

SmartLF SC 25 Xpress

PARADIGM
IMAGING GROUP



NEW!

SingleSensor

SingleSensor, express. The right choice for 25in wide technical documents and maps

Colortrac SmartLF SC Xpress Series
A well-proven, innovative technology for great wide format image quality. SingleSensor is a Colortrac invention that combines CIS elements and LEDs in a single line for maximum scan accuracy and optimal illumination.

Reliable and affordable scanning with a fast return on investment.

Get the job done 'super-fast' with no stopping or waiting.

SUITABLE FOR:
High quality scans of wide format maps, site plans, engineering drawings, blueprints, architectural renderings and many other technical documents. Up to 25 inches scan width.


Floor Stand (25in) is an option. PC Mount Kit, Rigare Stand (height adjustable), Paper Return Guide and other accessories are available.

Specifications

Colortrac
Our Business is Your Image

There are three SmartLF SC 25 Xpress large format scanner models with performance levels and features optimised for different applications. If requirements change, the m (monochrome/greyscale) and c (colour) models can be easily remotely upgraded to a higher level using a simple emailed scanner upgrade tool. The e (enhanced) upgrade offers the highest colour scan speed. Monochrome/greyscale scan speeds are identical across all upgrades.

	SC 25 Xpress m	SC 25 Xpress c	SC 25 Xpress e
Upgradable	m → c m → e	c → e	n/a
Optical Resolution	1200 dpi	1200 dpi	1200 dpi
Extended resolution	Linear interpolation from 100 to 9600dpi in 1 dpi steps		
Max Scan Width	25in (63.5cm)	25in (63.5cm)	25in (63.5cm)
Max Media Width / Thickness	27in (68.6cm) / 0.08" (2.0 mm)	27in (68.6cm) / 0.08" (2.0 mm)	27in (68.6cm) / 0.08" (2.0 mm)
Scan Accuracy	+/-0.1% +/-1 pixel	+/-0.1% +/-1 pixel	+/-0.1% +/-1 pixel
SingleSensor digital imaging technology	SingleSensor is a full width straight-line contact image sensor of 30,000 pixels, a Colortrac invention - patent pending. Bi-directional long-life LED light system for optimum object illumination and instant-on scanning capability		
	Black & White (panchromatic full spectrum) 16-bit primary point greyscale image capture 48-bit primary point colour image capture		
Max Image Length	The maximum image length using SmartWorks EZ Touch is 96" (2438mm). The maximum resolution & size (width & length) for a SmartWorks Pro image is limited by the file format specified, the available disk space and the computer operating system.		
Data Capture (color/greyscale)	16-bit	48-bit / 16-bit	48-bit / 16-bit
Color Space	n/a	Raw RGB from scanner sRGB using SmartWorks EZ Touch Profiled RGB from optional SmartWorks Pro	Raw RGB from scanner sRGB using SmartWorks EZ Touch Profiled RGB from optional SmartWorks Pro
Scan Speed @ 200dpi 8-bit greyscale & mono (inch/sec)	130	130	130
Scan Speed @ 200dpi 24-bit color (inch/sec)	n/a	60	120
Paper Path	Face-up, front entry, rear exit or rewind to front, front exit with optional Document Return Guide		
Interface	SuperSpeed USB 3.0 data transfer rates up to 85MB/sec Optimised USB2 transfer rates up to 35MB/sec (using 2m USB cable supplied)		
Power Requirements	External power supply 100-240VAC auto-sensing +/-10%, 50-60Hz Scanner power consumption: < 5.5W (scanning) / 5W (standby)		
Operating Conditions	10°C - 35°C, 35% - 80% Relative Humidity non-condensing		
Weight & Dimensions (WxHxD)	Scanner: 40 lbs (18 kg) / 54.2 x 6.0 x 15 inches (87 x 15.2 x 38.1 cm) Packed: 46 lbs (21 kg) / 40 x 9.3 x 20.1 inches (101 x 24 x 52 cm)		
Host Platform	Windows 8, Windows 7, Windows Vista - 32-bit and 64-bit architectures		
Certifications	CB, CE, CCC, FCC, UL, RoHS compliant		
SmartWorks EZ Touch software (included)	Simple, intuitive user interface designed for touch screen operation Scan-to-file / copy / email / print / USB thumb drive. Real-time image brightness adjustment and choice of predefined document presets. Crop, batch and B&W simple and adaptive thresholding. Scan to USB thumb/flash drive. Drivers, TIFF, JPEG, PNG, PDF file formats (TIFF max file size 4GB)		
TWAIN	A Twain driver is included which provides basic control over scanner color mode, resolution and paper size setting. A compatible application is required - see Colortrac.com for details.		
Interface	SuperSpeed USB3 (5Gb/s) with 3 metre USB3 cable (PC connector compatible with USB2 and USB3 sockets). Local power cable		
Optional Software	SmartWorks EZ Touch Pro Additional features: User pre-configurable and real-time adjustable document presets for black and white points, image deskew, rotate, sharpen, invert and mirror. Scan to USB thumb/flash drive with access control. (USB flash drive not included)		
	SmartWorks Pro 3 product versions SCAN / COPIER / SCAN & COPY - professional solutions for best in class image restoration, scan productivity & hi-fidelity copy quality. Fully colour-managed scan, view & copy system.		
Optional Accessories	Floor Stand - includes Paper Catch Basket plus optional PC, Monitor, Keyboard and Mouse mounting kit. Retro Stand - adjustable height to fit most popular Large Format printers. Includes Keyboard tray, PC & Flat screen monitor mounting kit. Optional Document Return Guide for front-feed, front-return capability.		

HARRIS BUSINESS MACHINES... since 1999

Canon xerox Authorized Dealer KYOCERA PRINTER RESELLER océ

Colortrac Key technologies
- Single Sensor: Unique Colortrac CIS modules
- FlatFly: SuperSpeed USB3
- SureDrive: Single driven media pressure roller
- ClearView: Innovative Dual LED lighting
- WinSync: Optimised Windows driver technology
- ScanOnce: Efficient scanning and copying workflow

SingleSensor





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Copyright © 2014 Colortrac Ltd. Colortrac SmartLF Wide Format Scanners are designed by Colortrac and manufactured in our ISO-9001:2000 certified manufacturing plant.

THE CONDITION OF THE ORIGINAL DOCUMENT IS

ESCAMBIA COUNTY DEVELOPMENT SERVICES

KIP 720 CIS Scan Full Color Scan System



* Fast 5 ips Color and 2 ips Full Color
* Full Color Scanning Capability
* Face Up Document Scanning
* 600 X 600 DPI Resolution
* Preset Scanning Modes
* User Friendly Control Panel
* Compact Design
* Stand Included
* Fast, Friendly Local Service and Supplies!

Pricing: **$ 9,161.60 - Discounted Government Pricing**

GSA CONTRACT # GS-25F-0088M

"NOTE: Pricing includes DELL Optiplex 3020 with Windows 7 Pro 64 Bit, 500 GB HDD, 4 GB RAM, Keyboard, Mouse, 3 Year Warranty, and 20" Dell Monitor.

Lease Option:

36, 48 or 60 Month Lease Options include all equipment above and delivery, installation and training.

$ 290.00 per month - 36 Months
$ 240.50 per month - 48 Months
$ 207.50 per month - 60 Months

Service and Supplies:

Full service includes all parts, labor.

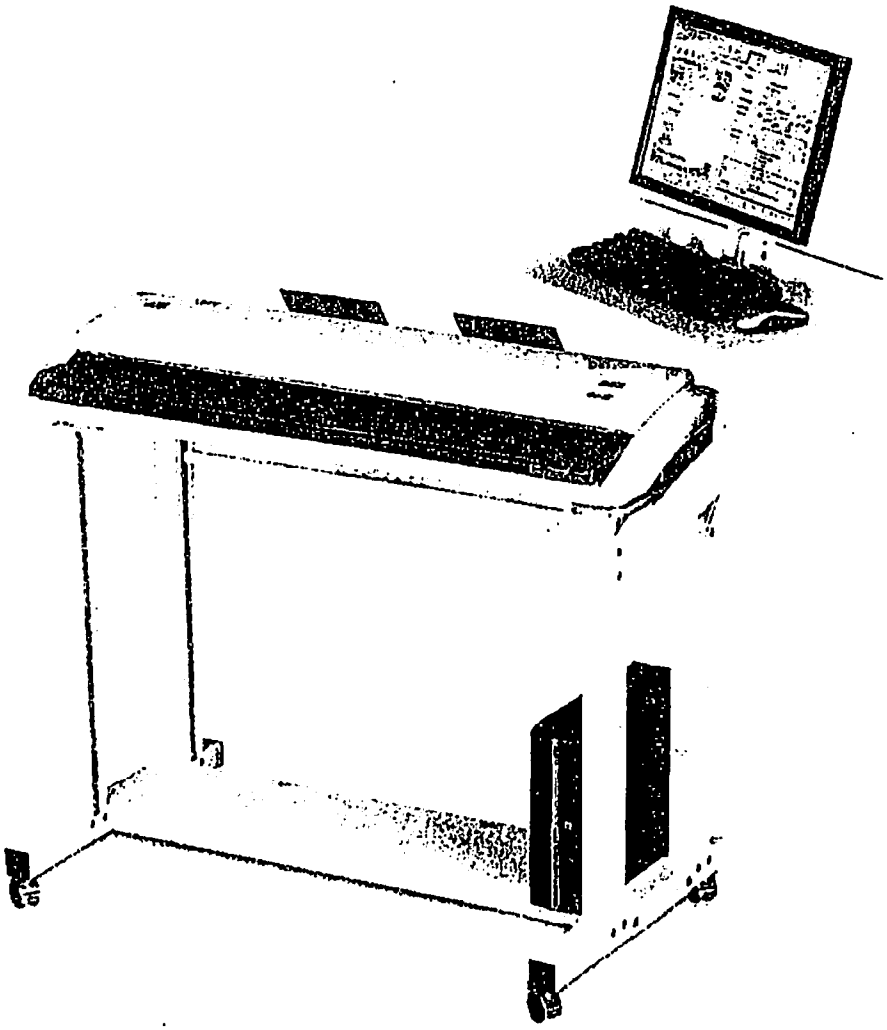
$40.00 - per month or $480.00 per year

910 East Cervantes Street
Pensacola, FL 32501
P: 850-432-1580
F: 850-432-8666

Gregg Koontz- Chief Marketing and Sales Officer
E-mail: gkoontz@cpctek.com
www.cpctek.com

KIP 720

CIS SCANNING SYSTEM WITH ADVANCED KIP REAL TIME THRESHOLDING TECHNOLOGY



KIP 720 SCANNING SYSTEM

KIP 720 Image Scanner

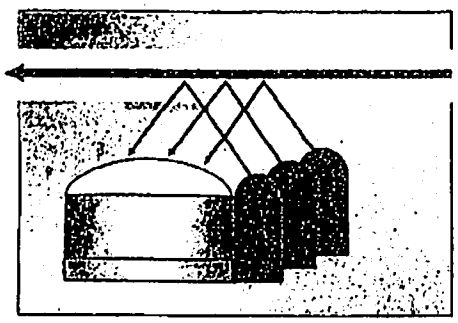
The KIP 720 color & monochrome scanner delivers large-format scanning and copying functionality with world-class scanning speeds and unbeatable image accuracy.

The KIP 720 large format scanner is a 24-bit, 36" wide full-color image capture system perfect for processing photographs, complex maps, and AEC/CAD drawings.

Benefits of CIS Scanning Technology

Sharp Image Scanning

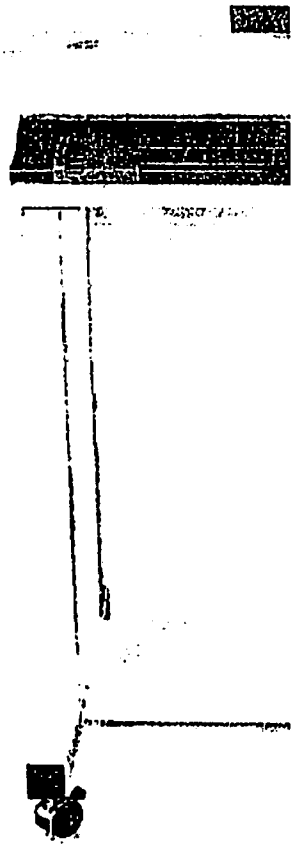
The KIP 720 CIS (Contact Image Sensor) technology scanning method enables high resolution, high speed image capture with energy saving operation in a light, compact and portable design.



CIS technology features a series of Red, Green and Blue lights that illuminate in turn to capture image data related to each color.

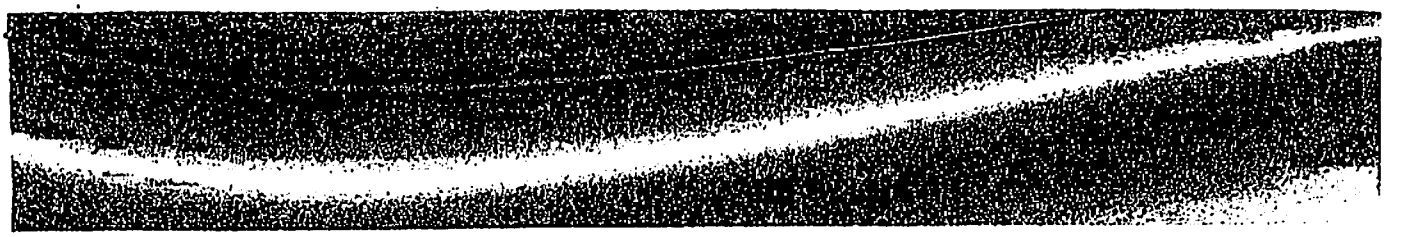
Key Features

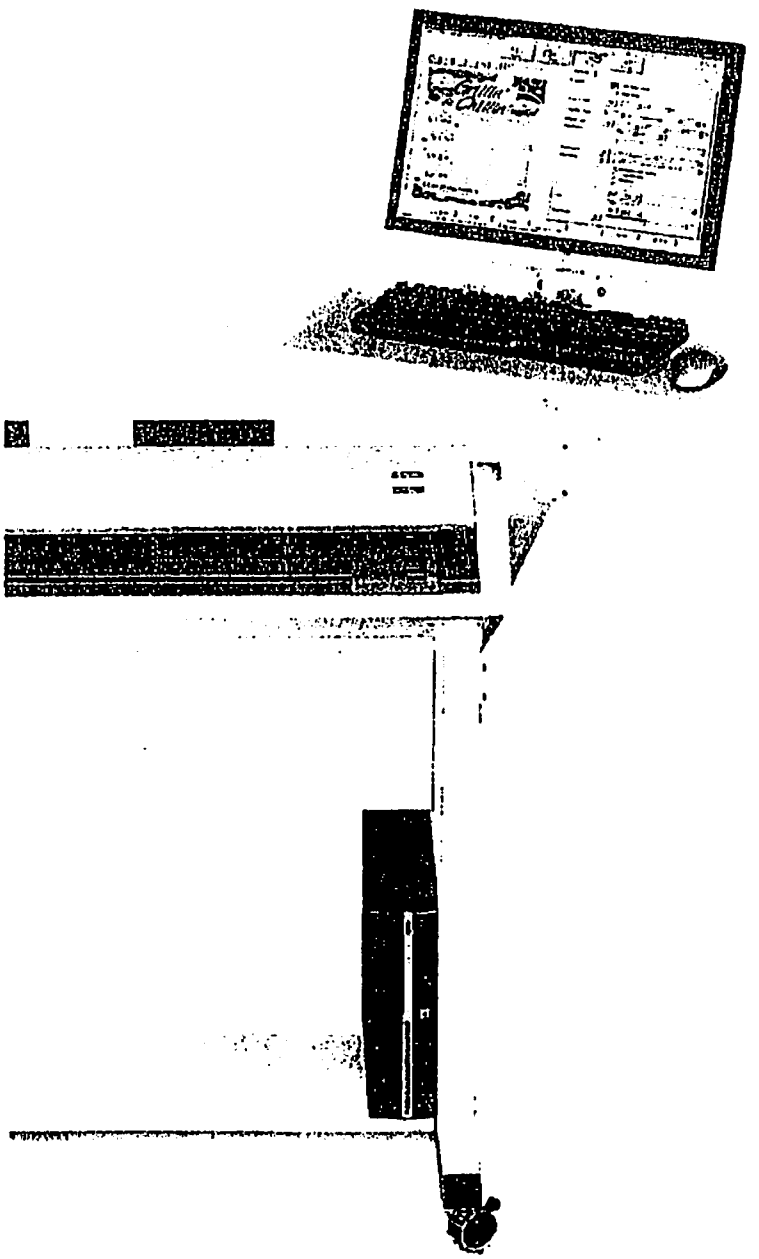
- **36" Wide**
- **Face-up document scanning**
- **True 600x600 dpi optical resolution**
- **CIS scanning technology provides high definition scans**
- **Real Time Thresholding Technology (RTT)**
- **No folded optics—No warm-up time**
- **0.1% scanning accuracy**
- **High resolution, high speed user-friendly operation with smart energy usage for maximum environmental conscientiousness**
- **High Definition scanning that advances graphical image capture possibilities**



Advanced RTT Technology

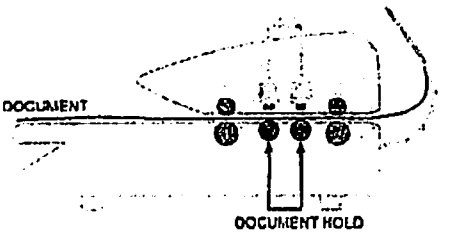
KIP's Real Time Thresholding technology automatically optimizes background levels for each original, creating smooth reproductions of halftone gradients. KIP RTT technology automatically adjusts the threshold levels on a standard "D" size document over half a million times per scan!





Full Color Workflow Integration

The KIP 720 stand alone scanner system provides accurate, professional results based on true 600 dpi optical resolution and 24-bit color imaging technology. Scan full color technical documents, maps, posters and photos into a variety of file formats for E-mail, archive and print purposes.



A specialized support system under the document enhances feed reliability.

Productive:

- **High-speed, high-resolution CIS document image capture**
- **4.5 seconds monochrome 'D' Size**
- **14 seconds color 'D' Size**

Quality:

- **High-resolution, 600dpi scanning**
- **24-Bit color depth**

Responsive:

- **Ready in less than 10 seconds**

Earth Concious:

- **Compact & Lightweight**
- **Compatible with Energy Star program & RoHS**

KIP COLOR PRO & ADVANCED

KIP Color Advanced

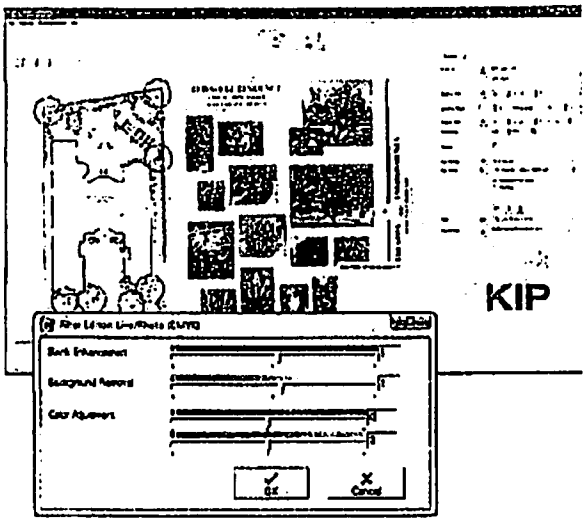
KIP Color Advanced is a versatile color scan, copy and image distribution application designed to meet the everyday demands of advanced operators when used from either the KIP Touchscreen or a PC workstation.

- Integrates with single or multiple printers
- Advanced color controls & copy count
- Supports a full range of color file formats
- Scan to Email, USB drives, mailboxes or Network
- Quality presets for various original types

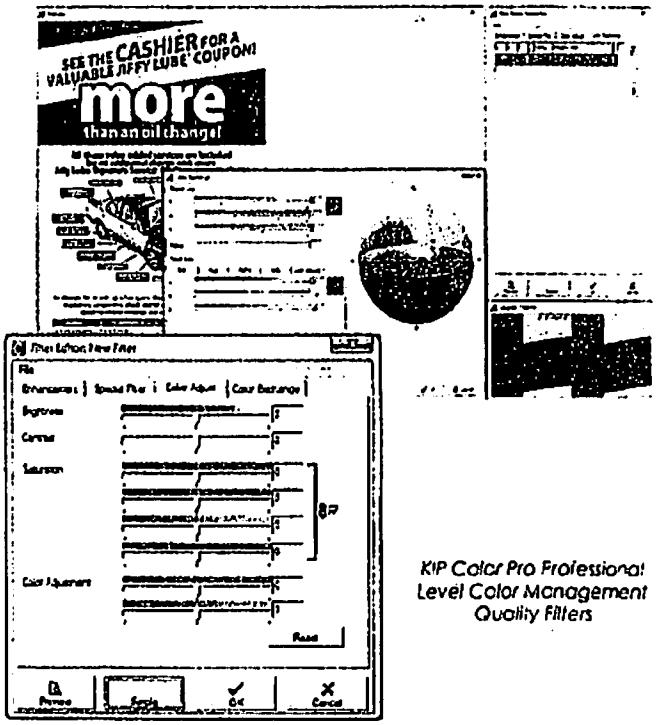
KIP Color Pro

KIP Color Pro software provides all the features of KIP Color Advanced, plus file to print, professional ICC color management, image editing capabilities, paneling of images for outdoor graphics, nesting of images for optimum media usage and much more.

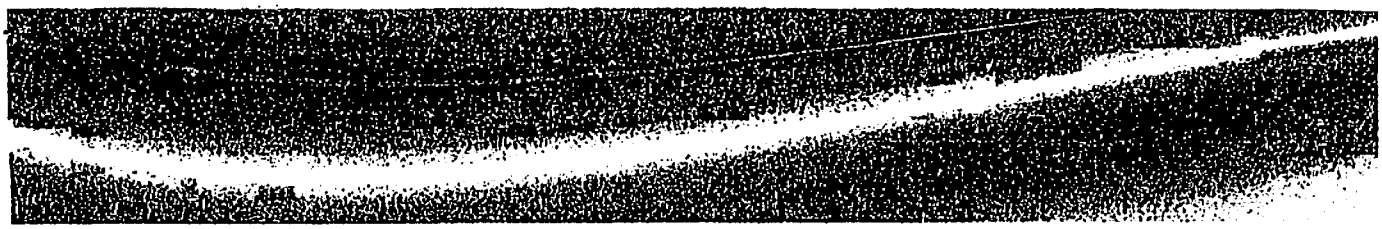
- Supports a full range of color file formats
- Create, edit & save image quality filters
- Integrates with single or multiple printers
- Accurate color from closed-loop calibration
- Professional grade image enhancement options
- Scan to email, USB drives, mailboxes or network

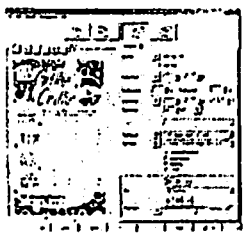


KIP Color Advanced Quality Filters

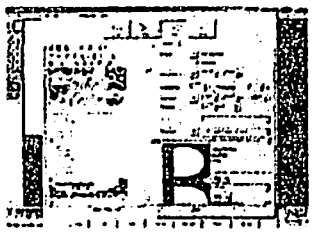


KIP Color Pro Professional Level Color Management Quality Filters

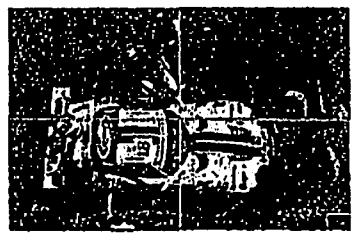




Copy, Print & Scan



Professional Image Editor



Copy & Print Paneling

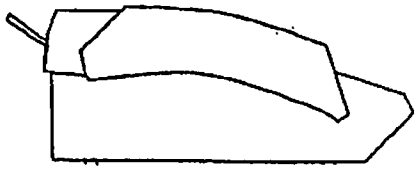
KIP Color Software Features	Pro	Adv
Single and Collated Sets Copying	•	•
Mixed B&W and Color Imaging	•	•
Scale by Factor, Page Size, Auto	•	•
Image Preview	•	•
Auto Image Deskew	•	•
Auto Start for Post Document Feeding	•	•
Copy to all KIP printers	•	•
Concurrent Copy and Print	•	•
Scan to File & Copy in Parallel	•	•
KIP Cost Review Application Integration	•	•
KIP Track System	•	•
Scan Features		
Auto Detect Original Size	•	•
Scan Area of Interest / Scan to Specific Size	•	•
Wide Variety of Formats	•	•
Scan to Email (Full Image or Area of Interest)	•	•
Mono / Grayscale / Color Scanning	•	•
Scan to Multipage PDF and TIFF	•	•
Supports PDF Security Protocols	•	•
Scan Image Compression (Variable)	•	•
Graphics Viewer/Editor for Despeckle/Deskew	•	
Auto Increment of File Name	•	•
File to Print Features		
Print Single or Multiple Files to KIP or Inkjet	•	•
Paneling	•	•
KIP Printer Grayscale Optimization	•	•
Expert Print Mode with Editable Filters	•	
Save Color Management Profiles	•	
Spot Color Exchange	•	
Nesting (Step and Repeat)	•	•
On Screen Softproof Capability	•	
Copy Features		
Color Adjustment	•	•
Paneling	•	•
Roll Preview	•	
Gamut Warning and On Screen Softproof	•	

KIP Color Software Features	Pro	Adv
Copy Features		
Multicopy Nesting	•	•
Set Black and White Point at Start of Set	•	
Media Calibration Wizard	•	•
Job Editor to Mix Copy, Scan and File Images	•	
Reprint	•	•
Nesting (Step and Repeat)	•	•
Printer/Scanner Closed Loop Calibration	•	•
Unlimited Presets/Templates	•	•
Professional Copy Filter Editor		
Adjust Scan/Copy Resolution	•	•
Adaptive Black Point By Auto or User Selection	•	
Adaptive White Point By Auto or User Selection	•	
Black Enhancement	•	•
Background Removal	•	•
Unlimited KIP Printer Drivers	•	•
Included Inkjet Driver	2	1
Additional Inkjet Drivers	Optional	
Image Quality Adjustments		
Color Adjustment		•
Grayscale Adjustment	•	•
Background Processing	•	•
Import ICC Color Profiles	•	
Scan at Faster Speeds at Lower dpi	•	•
Control Scanner Speed Independant of dpi	•	
Unlimited Presets/Templates	•	•
Professional Scan Filter Editor and Preview	•	
Adaptive Black Point By Auto or User Selection	•	
Adaptive White Point By Auto or User Selection	•	
Scan B&W Images Using Color Data	•	•
Twain Support	•	•
Graphics Editor and Preview	•	
Despeckle and Hole Fill	•	

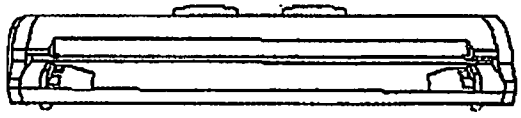
• = New/Enhanced available in latest version

KIP 720 SPACE REQUIREMENTS

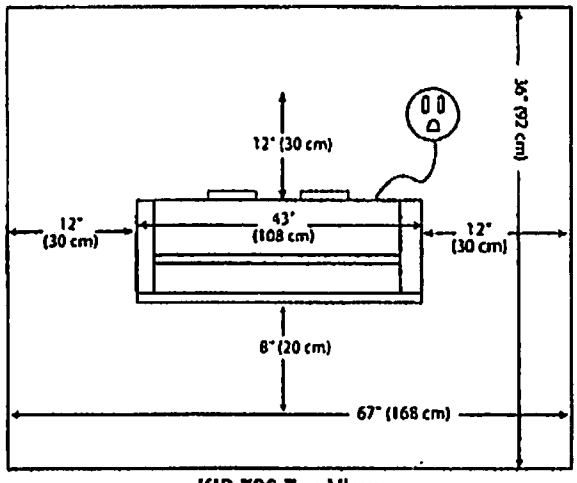
KIP 720 Scanning System Space Requirements



KIP 720 Side View

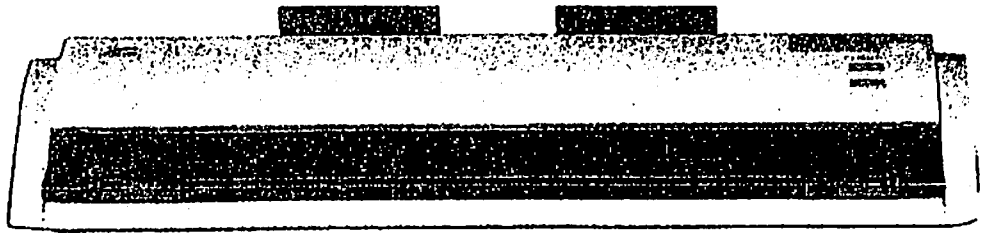


KIP 720 Front View



KIP 720 Top View

KIP 720 SPECIFICATIONS



General Specifications	
Scanner Type	C.I.S. with KIP RTT Technology
Scan Resolution	600 x 600 dpi optical resolution
Scan Speed	Up to 8 ips / 203 mm per second (B&W) Up to 2.6 ips / 66 mm per second (Color)
Scan Format	TIFF, Multipage TIFF, PDF, PDF-A, Multipage PDF, DWF, Multipage DWF, JPEG, CALS
Scan Destination	Local USB (Removable Media), Unlimited IPS Mailboxes (Local), Unlimited FTP, Unlimited SMB
Original Size Width	11" - 36" / 279 - 914 mm
Original Thickness	Up to 1.6 mm thick
Interface	USB 2.0
Dimensions	43" x 16" x 6.7" / 1,092 mm x 406 mm x 170 mm
Weight	53lbs / 25 Kg
Electrical	100-240 V AC 50/60 Hz
Power Consumption	<50 W
Minimum PC Requirements (NOT INCLUDED WITH SCANNER)	Quad Core Processor (such as an Intel i5 or higher) Windows XP / 7 / 8 (32 or 64 bit version) 8GB RAM with 64 bit or 3GB RAM 32 bit 1 TB Hard Drive 1 Gig RJ45 LAN Port DVD/CD Optical Drive One USB 2.0 Port for KIP Color Advanced / Pro (scanner connection) One PCI-E Port (for use with the KIP Tru•Speed Card (HIL) for KIP 2300 One USB 2.0 Port for KIP RIP (product code connection) 20" Flat panel monitor (with VESA - 75 or 100 mount patterns for use with a KIP scanner stand) USB keyboard and mouse



www.kip.com

U.S.A. ▪ Phone: (800) 252-6793 ▪ Email: info@kipamerica.com

CANADA ▪ Phone: (800) 653-7552 ▪ Email: info@kipcanada.com

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Coastal-Modular Document Solutions Quote #3

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coastal business products
serving the area since 1971
DOCUMENT SOLUTIONS

Escambia County

Kip 720 CIS Scan System

- Scanner Stand
- PC to meet needed specs listed
- Monitor
- Keyboard
- Mouse
- Delivery. Installation, Training

Total Investment **$12,368**

Lease payment **39 mos $392.76**
48 mos $ 353.45
63 mos $293.54

Kip 2300 CCD Scan System

- Scanner Stand
- PC to meet needed specs listed
- Monitor
- Keyboard
- Mouse
- Delivery. Installation, Training

Total Investment **$18,590**

Lease payment **39 mos $589.63**
48 mos $ 529.82
63 mos $440.58

From: Denise Halstead
To: Stephan D. Hall
Subject: RE: Large Format Scanner for DRC
Date: Monday, July 25, 2016 2:30:00 PM

Thank you!

From: Stephan D. Hall
Sent: Monday, July 25, 2016 1:49 PM
To: Denise Halstead
Subject: RE: Large Format Scanner for DRC

Denise,
I would talk to Claudia the Purchasing Manager on exactly what you would need to do, also she may be able to provide one that went to the Board for approval in the past so you can copy it for yours and update necessary information.
Thanks,
Stephan
OMB

From: Denise Halstead
Sent: Monday, July 25, 2016 1:41 PM
To: Stephan D. Hall
Subject: RE: Large Format Scanner for DRC

Just wanted to follow up on our scanner lease...I know you've had your hands full with the budget☺

Thanks,
Denise

From: Denise Halstead
Sent: Wednesday, July 06, 2016 11:55 AM
To: Stephan D. Hall
Subject: Large Format Scanner for DRC

Hi Stephan,

Our KIP 2200 color scanner that was purchased in 2005 quit working last September and could not be repaired. We obtained a used KIP scanner from Engineering, but could not get the software to work with Windows 7.

Purchasing advised us we need board approval for this long term lease. As this is my first experience with leasing equipment, how do we get this on the BCC agenda?

Any guidance is greatly appreciated.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

From: Claudia A. Simmons
To: Denise Halstead
Subject: RE: Large Format Scanner-Development Services
Date: Monday, July 25, 2016 3:24:00 PM

All leases no matter the dollar amount must go to the Board for approval. You will need to do a recommendation to the board in Agenda Quick just like any other recommendation. Robin Lambert can help you with that.
Claudia

From: Denise Halstead
Sent: Monday, July 25, 2016 2:30 PM
To: Claudia A. Simmons
Subject: Large Format Scanner-Development Services

Hi Claudia,

Our KIP 2200 color scanner that was purchased in 2005 quit working last September and could not be repaired. We obtained a used KIP scanner from Engineering, but could not get the software to work with Windows 7.

As this is my first experience with leasing equipment, how do we get this on the BCC agenda?

Any guidance is greatly appreciated.

Denise Halstead
Administrative Supervisor
Development Services Department
3363 West Park Place
Pensacola, FL 32505
dhalstea@myescambia.com
T 850.595.3442

Please consider the environment before printing this e-mail. Think Green.

From: Stephan D. Hall
To: Denise Halstead
Subject: RE: Funding Question-Large Format Scanner
Date: Wednesday, August 03, 2016 8:11:55 AM

Denise, this looks perfect. Good job.

From: Denise Halstead
Sent: Wednesday, August 03, 2016 8:06 AM
To: Stephan D. Hall
Subject: Funding Question-Large Format Scanner

Good Morning,

Could you take a look at the funding section? I entered Fund 116 since it will come from the DRC reserves. Please let me know if this is correct.

Thanks,

Denise Halstead
Administrative Supervisor
Development Services Department
3363 West Park Place
Pensacola, FL 32505
dhalstea@myescambia.com
T 850.595.3442

Please consider the environment before printing this e-mail. Think Green.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11911 **County Attorney's Report** **16. 5.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Scheduling an Attorney/Client Session on April 13, 2017 to Discuss Pending Litigation
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on April 13, 2017 at 8:30 a.m. to Discuss Pending Litigation in The Estate of James Brumley v. Escambia County, Florida, Case No. 2015 CA 001814

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01 (8), Florida Statutes, for Thursday, April 13, 2017 at 8:30 a.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, April 8, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in The Estate of James Brumley v. Escambia County, Florida, Case No. 2015 CA 001814, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, April 13, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, and Scott Seagle, of the firm of Coppins, Monroe, Adkins & Dincman, P.A., attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

BACKGROUND:

To be provided to the Board at the attorney/client session.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11990 **County Attorney's Report** **16. 6.**
BCC Regular Meeting **Action**
Meeting Date: 04/06/2017
Issue: Authorize scheduling a Public Hearing to consider an Ordinance amending Sec. 6-4(f) relating to alcoholic beverages to extend the sunset provision
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Consider an Ordinance Amending Section 6-4(f) Relating to Alcoholic Beverages in Public Areas on Pensacola Beach to Extend the Sunset Provision

That the Board authorize the scheduling of a Public Hearing on Thursday, April 20, 2017, at 5:32 p.m. to consider adopting an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach to extend the sunset provision.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Draft Ordinance

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

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

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

ORDINANCE 2017-_____

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

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

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

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

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

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

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

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

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

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

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

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



Pensacola Beach Core Area

N

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

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

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

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

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

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:

Date: 3/23/17

Enacted:

Filed with Department of State:

Effective:

Dianne C. Simpson

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

FYI

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

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

Hello Jack and Amy,

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

Please call me for any clarifications.

Thank you,

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

Alcohol Sales on Pensacola Beach 2014-2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2014	29,895.80	38,866.80	66,048.30	61,123.60	79,024.61	76,562.86	95,064.16	70,356.02	55,958.68	60,616.32	26,826.75	30,510.30	
2015	37,543.46	46,100.91	66,252.06	71,328.54	86,711.40	93,539.44	94,990.30	71,981.05	60,841.66	30,439.54	14,996.87	15,228.01	October through December at 50%
										60,879.08	29,993.34	30,456.02	This represents calulations at 100%
Change from prior year Increase(-)Decrese	0.26	0.16	0.00	0.17	0.08	0.22	(0.00)	0.02	0.09	0.21	0.17	(0.00)	
2016	19,168.74	24,757.66	34,137.77	35,386.62	46,076.72	42,789.95	50,637.01	32,113.26	31,954.58	30,110.39	17,677.12	15,446.32	This represents calulations at 50%
	38,337.48	49,515.32	68,275.54	70,793.24	92,153.44	85,579.90	101,274.02	64,226.52	63,909.16	60,220.78	35,154.24	30,892.64	This represents calulations at 100%
Change from prior year Increase(-)Decrese	0.02	0.10	0.03	(0.01)	0.08	(0.09)	0.07	(0.11)	0.05	(0.01)	0.17	0.01	

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

Dianne C. Simpson

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

---

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

Jack Brown - Sent from my iPhone

Begin forwarded message:

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

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

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

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

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

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

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

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

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

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

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

186

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

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

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

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

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

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

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

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

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

1,059

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

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

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

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

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

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

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

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Wanda M. Pearcey

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

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

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

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

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

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

Sent from my iPhone

Begin forwarded message:

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

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

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

AFFRAY/RIOT — 3

NO ARREST MADE — 3

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

ALCOHOL OFFENSE: (EXCEPT DUI) — 13

ARREST MADE — 2

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

CRIMINAL CITATION ISSUED — 2

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

WARNING GIVEN (VERBAL OR WRITTEN) — 7

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 2

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

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

ASSAULT — 1

NO ARREST MADE — 1

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

ASSAULT: AGGRAVATED — 1

ARREST MADE — 1

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

BATTERY — 9

1

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

ARREST MADE — 4

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

NO ARREST MADE — 3

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 1

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

BATTERY OR ASSAULT ON SPECIFIED PERSON (LEO, ETC 3

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

BATTERY: AGGRAVATED 1

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

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

DISORDERLY CONDUCT (INCL. NOISE) — 25

ARREST MADE — 3

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

ASSISTANCE RENDERED — 2

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

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT — 1

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

UNABLE TO LOCATE (SUSPECT OR VEHICLE) — 2

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

DISORDERLY CONDUCT (INCL. NOISE) 25

WARNING GIVEN (VERBAL OR WRITTEN) 17

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

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

DISORDERLY INTOXICATION 24

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

DISORDERLY INTOXICATION 24

UNABLE TO LOCATE (SUSPECT OR VEHICLE) 2

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

WARNING GIVEN (VERBAL OR WRITTEN) 5

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 1

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

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

DISTURBANCE: FAMILY

11

ASSISTANCE RENDERED

7

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

CANCELLED BY SUPERVISOR

1

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

PEACE RESTORED

2

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

UNABLE TO LOCATE (SUSPECT OR VEHICLE)

1

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

DISTURBANCE: NON FAMILY 44

DISTURBANCE: NON FAMILY 44

ASSISTANCE RENDERED 23

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

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

DISTURBANCE: NON FAMILY — 44

ASSISTANCE RENDERED — 23

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

CANCELLED BY COMPLAINANT — 1

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

CANCELLED BY DISPATCHER — 1

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

PEACE RESTORED — 8

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

UNABLE TO LOCATE (SUSPECT OR VEHICLE) — 3

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

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

DISTURBANCE: NON FAMILY — 44

UNABLE TO LOCATE INCIDENT OR COMPLAINANT — 3

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

WARNING GIVEN (VERBAL OR WRITTEN) — 5

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

OBSTRUCTING JUSTICE — 2

ARREST MADE — 2

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

SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY) — 1

TRANSPORT TO MEDICAL FAC./DETOX/JAIL — 1

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

THEFT: RETAIL PETIT (SHOPLIFTING) 3

CANCELLED BY COMPLAINANT 1

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

NO ARREST MADE 1

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 1

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

TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21 1

TRAFFIC CITATION ISSUED 1

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

TRAFFIC OFFENSE: DUI 5

ARREST MADE 3

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

NO ARREST MADE 1

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

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT 1

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

TRESPASSING: OTHER

73

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

ARREST MADE

13

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

ASSISTANCE RENDERED

2

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

TRAFFIC CITATION ISSUED

1

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

TRESPASSING: OTHER 73

WARNING GIVEN (VERBAL OR WRITTEN) 54

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

TRESPASSING: OTHER 73

WARNING GIVEN (VERBAL OR WRITTEN) 54

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

TRESPASSING: OTHER

73

WARNING GIVEN (VERBAL OR WRITTEN)

54

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

220

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

ALCOHOL OFFENSE: (EXCEPT DUI) 24

CRIMINAL CITATION ISSUED 1

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

NO ARREST MADE 1

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

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

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

WARNING GIVEN (VERBAL OR WRITTEN) 20

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

ALCOHOL OFFENSE: (EXCEPT DUI) 24

WARNING GIVEN (VERBAL OR WRITTEN) 20

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) 1

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

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

BATTERY

14

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

ARREST MADE

4

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

CANCELLED BY COMPLAINANT

1

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

NO ARREST MADE

7

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

REFERRED TO OTHER SHERIFF OFFICE SECTION/UNIT

1

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

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

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

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

BATTERY: AGGRAVATED — 1

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

DISORDERLY CONDUCT (INCL. NOISE) — 9

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

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

DISORDERLY INTOXICATION — 13

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

ARREST MADE — 7

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

ASSISTANCE RENDERED — 2

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

NO ARREST MADE — 1

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

UNABLE TO LOCATE INCIDENT OR COMPLAINANT — 1

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

WARRANT AFFIDAVIT PREPARED (REPORT REQUIRED) — 1

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

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

DISTURBANCE: FAMILY — 11

ASSISTANCE RENDERED — 4

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

CANCELLED BY COMPLAINANT — 1

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

PEACE RESTORED — 5

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

WARNING GIVEN (VERBAL OR WRITTEN) — 1

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

DISTURBANCE: NON FAMILY 58

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

DISTURBANCE: NON FAMILY

58

ASSISTANCE RENDERED

21

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

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

DISTURBANCE: NON FAMILY

58

CANCELLED BY COMPLAINANT

3

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

CANCELLED BY SUPERVISOR

1

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

CIVIL MATTER

1

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

PEACE RESTORED

11

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

DISTURBANCE: NON FAMILY 58

UNABLE TO LOCATE (SUSPECT OR VEHICLE) 7

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

UNABLE TO LOCATE INCIDENT OR COMPLAINANT 4

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

DISTURBANCE: NON FAMILY 58

WARNING GIVEN (VERBAL OR WRITTEN) 9

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

MISCELLANEOUS CRIMES 1

NO ARREST MADE 1

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

OBSTRUCTING JUSTICE 1

ARREST MADE 1

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

SUBSTANCE ABUSE (DETOX/PROTECTIVE CUSTODY) 3

NO ARREST MADE 1

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

TRANSPORT TO MEDICAL FAC./DETOX/JAIL 2

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

THEFT: RETAIL PETIT (SHOPLIFTING) 8

ARREST MADE 4

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

CANCELLED BY COMPLAINANT 2

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

CRIMINAL CITATION ISSUED 1

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

NO ARREST MADE 1

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

TRAFFIC OFFENSE: .02 VIOLATION FOR UNDER AGE 21 1

TRAFFIC CITATION ISSUED 1

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

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

TRAFFIC OFFENSE: DUI

7

ARREST MADE

5

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

ASSISTANCE RENDERED

1

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

UNABLE TO LOCATE (SUSPECT OR VEHICLE)

1

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

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

TRESPASSING: OTHER

39

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

ARREST MADE

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

ASSISTANCE RENDERED

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

CANCELLED BY COMPLAINANT

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

TRESPASSING: OTHER

WARNING GIVEN (VERBAL OR WRITTEN)

39

30

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

TRESPASSING: OTHER

39

WARNING GIVEN (VERBAL OR WRITTEN)

30

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

194

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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